

CONTRACT AGREEMENT

BETWEEN

THE MAYWOOD BOARD OF EDUCATION

AND

THE MAYWOOD EDUCATION ASSOCIATION AIDES UNIT

COVERING THE PERIOD

JULY 1, 2008 THROUGH JUNE 30, 2011

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In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the Borough of Maywood, New Jersey, hereinafter called the Board, and the Maywood Education Association Aides Unit, hereinafter called the Association, as follows:

ARTICLE 1 – RECOGNITION

- A. WHEREAS, the Association has represented to the Board that a majority of the Employees of the Maywood School District in the categories listed below has designated the Association as its representative for the purpose of collective negotiations with the Board.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to and in accordance with the provisions of Chapter 303 and Chapter 123, Public Laws of 1968 and 1974, of the State of New Jersey, the Board does hereby recognize the Association as the exclusive representative with which said Board will negotiate concerning the terms and conditions of employment of:

SPECIAL EDUCATION AIDES and SUPPORT STAFF AIDES

- B. Unless otherwise indicated, the Association represents the term Employee or Aide, when used in this Agreement, shall refer to all full-time Employees.
- C. The term full-time Employee, for the purpose of this contract, shall be defined as a bargaining unit member who regularly works (30) or more hours per week.
- D. The parties agree that the Board reserves all rights, authority, and responsibilities, in accordance with applicable laws and regulations, not otherwise affected by the provisions of this Agreement.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to commence negotiations for a new or successor agreement no later than 30 days prior to the expiration of the current contract agreement in accordance with Chapter 303 and Chapter 123, New Jersey Public Laws of 1968 and 1974 (N.J.S.A. 34:13A-5.1 et seq.), in good faith effort to reach Agreement on all matters concerning the terms and conditions of the Association’s employment. The failure of the Association to commence negotiations within the agreed time shall result in the automatic renewal of the collective negotiations agreement for the same duration and on the same terms as the previous agreement.
- B. Request for negotiation meetings from the Association must be directed to the Superintendent of Schools, in writing. Request for such meetings from the Board must be made, in writing, to the President of the Association via the Superintendent. A mutually convenient meeting date shall be set within fifteen (15) school days of receipt of the request.

- C. This Agreement, subject to N.J.S.A. 34:13A-5.1 et seq. incorporates the entire understanding of the parties.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance is a claim by the Employee or by the Association based on the interpretation, application or violation of this Agreement, policies, administrative decisions affecting the terms and conditions of employment of an Employee or a group of Employees.
- 2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the time when the grievant knew or should have known its occurrence.

B. Procedure

- 1a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.
- 1b. It is understood that any Employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- 2. The grievant shall file the grievance, in writing, with the Principal, specifying the nature of the grievance. Within ten (10) calendar days of the filing of the grievance, the Principal shall meet with the grievant in an attempt to resolve the matter. Within five (5) school days of the meeting, the Principal shall issue his/her decision.
- 3. The grievant, no later than eight (8) calendar days after receipt of the written decision of his/her Principal or other immediate superior, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing specifying:
 - a. the nature of the grievance.
 - b. the nature and extent of previous discussion(s).
 - c. the results of previous discussion(s).
 - d. his/her dissatisfaction with the decision previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the Employee grievant, to the Association, and to the Principal.

4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than eight (8) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the Employee grievant, an Association representative and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of receipt of the grievance, or after the close of the hearing, if granted. The Board shall reserve the right to have its attorney present at any hearing.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the Employee grievant and he/she wishes review by a third party, he/she shall, by written notice, advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulations of the State Commission of Education.
 - b. The parties agree to follow the rules and regulations of the Public Employment Relations Commission, to secure the services of an arbitrator. Should the Association file for arbitration, the Association shall simultaneously notify the Board of such action.
 - c. The arbitrator shall limit himself/herself to the issue(s) submitted to him/her and shall consider nothing else. He/she can add nothing or subtract anything from the Agreement between the parties, or any policy of the Board. The recommendations of the arbitrator shall be advisory.
 - d. Rights of Employees to Representation
 1. Any aggrieved person, at his/her own or the Association's expense may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the Association, or by a representative selected or approved by the Association.

6. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
7. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established.
8. The parties shall mutually develop a grievance form pursuant to this Article.

ARTICLE 4 – ASSOCIATION MEMBERS RIGHTS, PERSONAL, ACADEMIC FREEDOM

Pursuant to Chapter 303 and Chapter 123, New Jersey Public Laws of 1968 and 1974, the Board hereby agrees that every Employee of the Board shall have the right freely to organize, join, and support the Association or any other Employee organizations, or to refrain from any such activity, for the purpose of engaging in collective negotiation and other concerted legal activities for mutual aid and protection.

ARTICLE 5 – EVALUATION

The monitoring and/or observations of the performance of the Employee by a school Administrator shall be conducted openly and with the full knowledge of the Aide.

ARTICLE 6 – ABSENCES

A. Full-Time Aides of the Maywood School System shall be allowed, without deduction from salary, ten (10) days sick leave per year for personal illness or injury, with two (2) additional non-cumulative days sick leave, without deduction in salary, for combined personal illness or injury. All part-time Employees shall receive pro-rated equivalent days.

1. Personal illness or injury is interpreted to cover personal illness or injury to the staff member.
2. Cumulative Leave

If any such Employee required in any school year uses less than his/her specified number of sick days with pay allowed, all such days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

- a. Any Employee who is appointed after the opening of school shall be credited with one (1) day of sick leave for each month he/she teaches/works during that year.
- b. At the beginning of an Aide's term of employment each year and irrespective of the time beginning actual service, each aide shall

have immediately available for use of his/her entire sick leave allowance for that year as defined above.

- c. Absence on sick leave shall be charged first to the annual allowance of an Employee until it is fully utilized and thereafter to the accumulated credit.
- d. Accumulations of sick leave shall be retroactive to the date of employment after the first day of service.

3. Medical Certification

A doctor's certificate must be furnished for all cases of illness or injury exceeding three (3) days; otherwise a full salary deduction will be made.

4. Leave - Accumulative/non-Accumulative

No Employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the Employee accumulate any additional days of allowance during the leave of absence or due to absence in military or naval service of the United States or the American National Red Cross in time of national emergency.

5. Termination of Services

The salary of any Employee shall terminate at the time of his/her discharge, resignation, or death.

6. Allowance

No more than the above allowance per year shall be granted to any Employee without special action of the Board of Education.

- 7. If any Employee avails him/herself of sick leave benefits without just cause, he/she shall be subject to immediate dismissal from further services.

B. Death in the Family

1. Immediate Family

Absence due to death in the member's immediate family (spouse, child, mother, father, sister, brother, grandparent, mother-in-law and father-in-law) shall be allowed with pay for a period not to exceed seven (7) consecutive calendar days in each such case.

2. Non-Immediate Family

Absence due to death in the non-immediate family shall be allowed with pay on the day of the funeral.

3. Official Statement

An official signed statement must be filled out by each Employee following each absence giving detailed information as to the reason for said absence. Additionally, documentation verifying just cause for absence must be submitted to the Superintendent for approval.

C. Court Order

Absences from school by reason of legal process, including subpoena, issued by a court of competent jurisdiction to an Employee who is not a party of interest in the matter shall be allowed, with pay, provided that the legal process is filed with the School Business Administrator. If an Employee is a party of a suit, absence from school in that connection shall be without pay.

D. Personal Business

The Employee will be permitted two (2) days off within the school year, non-cumulative, for personal affairs (including religious holidays) with prior notification to the Superintendent, without loss of salary. However, such days shall not be prior to or following the school recess or holidays.

E. Temporary Leave of Absence

Leave of absence for good reason without pay may be authorized upon recommendation of the Superintendent of Schools and approved by the Board of Education.

The period of leave of absence without pay shall not be counted as a period of service for the purpose of determining placement on any salary guide.

F. Maternity/Paternity/Adoption Leave

1. Maternity

Employees shall be granted maternity leaves of absence without pay in accordance with the guidelines established by court decisions under the Federal and State Family Leave Act. (29 U.S.C.A. 2601 et seq. – N.J.S.A. 34:11B-1 et seq.)

2. Definition

The term “maternity leave” refers to a voluntary absence from work to prepare for the birth of a child or to care for the child after birth. A pregnant Employee who wishes to request maternity leave may:

- a. Request a maternity leave beginning before the birth, while she is still physically able to work, and ending after birth.

- b. Work until she becomes physically disabled, use her sick leave during the period of disability, and use maternity leave to care for the child after she has recovered from the pregnancy-related disability.
- c. An Employee shall be considered temporary disabled for a period of four (4) weeks before the expected due date of the child and four (4) weeks following the delivery of the child. During this period the Employee may use all or part of her annual and accumulated sick leave.

3. Notification

- a. All initial applications for maternity leave shall be made in writing to the Superintendent.
- b. Any Employee intending to apply for maternity leave shall advise the Superintendent as soon as possible. The Employee shall deliver to the Superintendent a physician's certificate stating the expected delivery date of the child.
- c. The Employee's request for maternity leave shall be in writing to the Superintendent at least 90 days prior to the date that she wishes her leave to commence. Such written request shall specify the dates when the Employee wishes her leave to commence and to terminate.
- d. Leaves will normally begin on a date mutually agreed to by the Employee, physician, and the school administration and shall extend to the reinstatement date.
- e. When in the opinion of the Board, the Employee's condition is in jeopardy, her job performance is declining, or her absences place the progress of her students in jeopardy, the Board has the right to require a medical examination at its expense. Upon the recommendation of the medical examiner, the Board reserves the right to place the Employee on maternity leave immediately.

4. Paternity

- a. The Board shall grant any male Employee an unpaid leave of absence to provide necessary care for his newborn child to the same extent and by the same procedure provided for maternity leaves. However, in the event that both parents are Employee's of the Board, only one parent may apply for and be granted child rearing or maternity leave.

5. Adoption

- a. In the case of adoption, the Board shall grant any Employee an unpaid leave of absence to the same extent and in the same procedure provided by maternity leave. The leave shall commence upon the Employee receiving de facto custody of the infant, or to fulfill the requirements for adoption.

6. Resumption of Duties

- a. Four (4) weeks before the reinstatement date, the Employee shall forward in writing to the Superintendent, a statement by her physician, certifying her ability to resume her normal duties. If the Board does not receive written notice of the Employee's intention to return to work by the date specified the failure to respond will be deemed a resignation by the Employee.
- b. Upon return from leave the Employee shall be placed at the level he/she held at the time the leave commenced and considered actively employed.
- c. All benefits to which the Employee was entitled at the time of leave of absence shall be restored upon his/her return to their assigned position.

7. Interrupted Pregnancy

In cases of interrupted pregnancy, the Employee may return to normal duty when her health will permit. The Employee must provide written verification from her physician that she is capable, at that time, of returning to her normal duties.

8. Insurance Coverage

Employee's Insurance coverage will continue without interruption as required by state law for the duration of the granted leave.

9. Pension

Pension fund rights are protected during the official leave period in accordance with state law.

I. Military Leave

1. Military leave shall be granted without pay at any time. Employees who are drafted or enlist for military service is subject to placement, upon discharge, according to state and federal laws. Reemployment shall be in accordance with New Jersey Statute 18A:28-12 and 18A:29-11.

J. Health and Hardship Leave

1. In accordance with the guidelines established by court decisions under the Federal and State Family Leave Act. (29 U.S.C.A. 2601 et seq. – N.J.S.A. 34:11B-1 et seq.)

K. Illness in Immediate Family

1. The Employee will be permitted two (2) days annually at the discretion of the Superintendent due to an illness in their immediate family. Immediate family shall be the same as defined under Article 6 § (B) (1). The two (2) Aides who currently receive three (3) family illness days shall be entitled to those days annually during their employment.

L. Conferences and Workshops

1. The Aides shall be permitted to attend conferences, workshops and other professional development courses approved by the Superintendent in his sole discretion. The Board shall pay reasonable expenses (including registration fees, meals and transportation) when such conferences and workshops are approved by the Superintendent. Any expense approved by the Board under this paragraph shall be done in accordance with N.J.S.A. 18A:11-12, and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget.

ARTICLE 7 – INSURANCE PROTECTION

- A. The Board shall provide the health care and dental care insurance protection designated below and shall pay the full premium for health care for each full time Employee and his/her family. Effective July 1, 1994 and annually thereafter, any increase in dental premium for individual, husband and wife, or family coverage paid by the Board over and above the base fiscal year 1993-94 shall be borne equally (50%-50%) by the Board and the Employee. 1993-94 costs annually - single \$351; husband and wife \$628; Family \$1,069.

1. For each full time Employee who remains in the employ of the Board for the full school year, the Board shall make payment of health and dental care insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the Employee and his/her family shall be paid retroactively or prospectively to assure uninterrupted participation and coverage.
2. Provision of health and dental care insurance program shall be detailed in master policies and contracts by the Board. These plans shall include at least the same benefits provided in the previous school year. Effective July 1, 2008, the Traditional Plan shall no longer be available for new hires. The base plan for new hires shall be Direct Access or POS. Effective July 1, 2008, the Board shall compensate any employee who

replaces his/her Traditional Plan with Direct Access or POS with one thousand dollars (\$1,000). An employee who replaces their Traditional Plan with Direct Access or POS is prohibited from transferring back into the Traditional Plan.

- B. The Association must receive Board approval for any changes on the Dental Care Insurance Plan and/or Program.
- C. The Board shall provide to each Employee a description of a health and dental care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage.

ARTICLE 8 – SALARIES

Effective July 1, 2008, the 2007/2008 base salary shall be increased by 5.0% inclusive of increment and longevity.

Effective July 1, 2009, the base salary shall be increased 5.0% inclusive of increment and longevity.

Effective July 1, 2010, the base salary shall be increased by 5.0% inclusive of increment and longevity.

The salary increase percentages for all three (3) years are conditioned upon a pro-rated minimum annual savings of \$40,000 to be achieved by members replacing their Traditional Health Care Plan with either Direct Access or POS. If these savings are not achieved, the parties agree that this settlement shall be without prejudice to either party and that the parties shall resume negotiations for a successor agreement.

Salaries and step placement for the 2008-2009, 2009-2010 and 2010-2011 school year will be as follows:

Salary Guide for 2008-2009 School Year

<u>Step</u>	<u>NON-CERTIFIED AIDE</u> <u>Hourly Rate</u>	<u>CERTIFIED TEACHER</u> <u>Hourly Rate</u>
1	\$12.55	\$15.95
2	\$12.95	\$16.35
3	\$13.35	\$16.75
4	\$13.75	\$17.15
5	\$14.20	\$17.60
6	\$14.85	\$18.20
7	\$15.50	\$18.85
8	\$16.15	\$19.60

9	\$16.80	\$20.50
10	\$17.35	\$21.20
11	\$17.95	\$21.80
12	\$18.60	\$22.60

Longevity for 12 + years of continuous service (\$300)

Salary Guide for 2009-2010 School Year

<u>Step</u>	<u>NON-CERTIFIED AIDE</u>	<u>CERTIFIED TEACHER</u>
	<u>Hourly Rate</u>	<u>Hourly Rate</u>
1	\$12.95	\$15.90
2	\$13.35	\$16.75
3	\$13.75	\$17.15
4	\$14.15	\$17.55
5	\$14.60	\$17.95
6	\$15.05	\$18.35
7	\$15.65	\$18.80
8	\$16.35	\$19.35
9	\$17.00	\$20.40
10	\$17.65	\$21.30
11	\$18.30	\$22.00
12	\$19.00	\$23.00

Longevity for 12 + years of continuous service (\$300)

Salary Guide for 2010-2011 School Year

<u>Step</u>	<u>NON-CERTIFIED AIDE</u>	<u>CERTIFIED TEACHER</u>
	<u>Hourly Rate</u>	<u>Hourly Rate</u>
1	\$13.25	\$16.60
2	\$13.70	\$17.10
3	\$14.25	\$17.55
4	\$14.75	\$17.95
5	\$15.25	\$18.40
6	\$15.75	\$18.80
7	\$16.25	\$19.30
8	\$16.80	\$19.85
9	\$17.35	\$20.55
10	\$18.00	\$21.40
11	\$18.70	\$22.40
12	\$19.50	\$23.40

Longevity for 12 + years of continuous service (\$300)

Salary Range for ABA Aides

<u>Minimum</u>	<u>Maximum</u>
\$20.00 per	\$30.00 per

<u>hour</u>	<u>hour</u>
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The above listed salary range shall remain constant for the entire length of this Agreement.

Upon the recommendation of the Superintendent of Schools, the Board retains the right to place a new hire ABA Aide anywhere within the salary range.

The ABA Aides' hourly rate of pay shall increase by \$.80 for the 2008-2009 school year, by \$.85 for the 2009-2010 school year, and by \$.85 for the 2010-2011 school year.

ARTICLE 9 – WORK HOURS

- A. All Aides shall have a duty free lunch period. (This is covered by New Jersey Administrative Code 6A:32-4.2(b)).
- B. Aides are to report no later than fifteen (15) minutes before the start of the school or program day.
- C. On days when students are dismissed early, Aides shall be permitted to leave fifteen (15) minutes after student dismissal. Aides will be required to remain until the regular dismissal time, if the Superintendent of Schools and the Director of Special Services or the Building Principal determines that they are needed at in-service presentations or parent/teacher conferences. The Aides will be given five (5) school days notice of the need for them to remain on such a day. All Aides will be dismissed early on General Election Day, the day preceding Thanksgiving, the last day preceding Christmas vacation, and the last day of instruction. unless permission is granted by the Superintendent to leave earlier. Such permission shall not be deemed to establish a precedent. Exceptions to the above shall be made on General Election Day, the day preceding Thanksgiving, the day preceding Christmas Vacation and the last day of instruction, which days shall be half, on which Aides shall be dismissed fifteen (15) minutes after student dismissal.
- D. The Aides workday shall not exceed 7 hours and 5 minutes.
- E. The Aides shall work 183 days or equivalent to the number of student days plus one (1) additional day for Orientation.
- F. Additional days for in-service programs or educational workshops may be added with the request from the School Administrator and approval of the Superintendent.
- G. Aides shall be dismissed ten (10) minutes after the student dismissal.
- H. Effective July 1, 2003, the Aides shall have a minimum day the day before Thanksgiving.

- I. The Board may require Aides to attend teachers' orientation in-service days and evening programs/activities for which the Aides shall be compensated at their prorated hourly rates.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board shall pay a maximum of forty dollars (\$40) for certification exam fees for any employee who registers for the No Child Left Behind mandated certification administered by the Educational Testing Service.

ARTICLE 11 – MISCELLANEOUS

- A. This Agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement, to any Employee or group of Employees is held to be contrary to State or Federal law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.
- C. Any individual contracts between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of the Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed, and shall be presented by the Board to all Employees now employed, hereafter employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
 1. If by the Association to the Board at:

Secretary to the Board
Maywood Public Schools
Maywood Avenue School
452 Maywood Avenue
Maywood, New Jersey 07607
 2. If by the Board to the Association at:

President

Maywood Education Association Aides Unit
Maywood Public Schools
452 Maywood Avenue
Maywood, New Jersey 07670

- F. Salary adjustments shall be awarded on the basis of satisfactory service subject to Administrative Evaluation and not be considered automatic.
- G. The Superintendent shall have the responsibility to recommend to the Board the termination of any Employee for inefficiency, misconduct, insubordination, violation of policies and/or provisions of this Agreement for other good causes.
- H. All Aides shall be notified of their contract renewal/nonrenewal by May 15.

ARTICLE 12 – DURATION OF AGREEMENT

- A. This Agreement shall be in effect from July 1, 2008 and shall remain in full force and effective through June 30, 2011.
- B. This Agreement shall continue in full force and effect with all attendant benefits until the Board and the Association ratify a successor agreement.
- C. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective designees, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

MAYWOOD BOARD OF EDUCATION

MAYWOOD EDUCATION ASSOCIATION
AIDES UNIT

BY: _____
LAURA KETCHUM
President

BY: _____
ROB BYRNE
President

Date:

Date:

BY: _____
CECELIA C. PERUMAL
Business Administrator/Board
Secretary

BY: _____
JANICE CLOIDT
Representative

Date:

Date:

BY: _____

JERRY SCHILP
Negotiations Chair

Date: