

COLLECTIVE BARGAINING AGREEMENT

between

MONROE TOWNSHIP
FEDERATION OF
TEACHERS/PARAPROFESSIONALS
LOCAL 3391, AFT, AFL-CIO

and the

MONROE TOWNSHIP
BOARD OF EDUCATION

July 1, 2006 – June 30, 2010

MONROE TOWNSHIP FEDERATION OF TEACHERS
AFT, Local 3391, NJSFT, AFL-CIO

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ARTICLE I

RECOGNITION

- 1:1 The Board recognizes the Monroe Township Federation of Teachers, Local 3391, American Federation of Teachers, AFL-CIO as the sole and exclusive bargaining agent for all paraprofessionals, office assistants, and nurse assistants; excluding secretaries/ clerks/computer operators, certificated staff, custodians, maintenance, food service workers, superintendents and assistant superintendents, principals and assistant principals, and any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, and substitutes pursuant to N.J.S.A., Title 34, Chapter 123, P.L. 1974.
- 1:2 The parties agree to follow a policy of non-discrimination against any employee on the basis of race, color, creed, age, national origin, gender, marital status, sexual orientation or membership, participation in or lack of participation in, association with or lack of association with the activities of any employee organization.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement, Chapter 123, P.L. of New Jersey, 1974, to reach agreement on matters concerning the terms and conditions of employment.
- 2:2 Consistent with Chapter 123, P.L. of New Jersey, 1974, the Board shall not effect any changes in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- 2:3 Such negotiations shall begin according to the rules and regulations set forth by P.E.R.C. and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.
- 2:4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- 2:5 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 III

GRIEVANCE PROCEDURE

3:1 Definitions

3:1.1 A grievance is a complaint that there has been a violation or misinterpretation of any provision of this Agreement.

3:1.2 The term “grievant” shall be considered to include: any individual unit member, a group of unit members, or the Federation. The individuals involved shall be specified when the Federation is the grievant.

3:2 Time Limits

3:2.1 A grievance shall be initiated in writing within thirty (30) calendar days of the event. If the grievant could not have reasonably known of the event, the initial time period shall commence from the point at which he/she could have known. Failure to file timely in one (1) instance shall not preclude filing on a similar issue which occurs subsequently.

3:2.2 Failure at any step of this procedure to communicate a decision or hold a grievance meeting within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

3:2.3 The time limits specified at any step may be extended in any particular instance by mutual agreement between the Federation and the superintendent. Such extensions must be in writing.

3:2.4 Grievance occurring after May 20, may be timely and filed until September 15.

3:3 Informal Level

An attempt may be made to resolve any complaint by discussion between the grievant, the Federation representative and appropriate supervisor or administrator before differences become formalized as grievances.

3:4 Formal Levels

Grievances shall be presented and adjusted in accordance with the following procedure:

- 3:4.1 Step One - A grievance shall be presented in writing through or by the authorized Federation representative to the building principal. The principal shall within ten (10) calendar days after receipt of the grievance meet with grievant and the authorized Federation representative in an effort to adjust the matter to the satisfaction of all concerned. The principal shall make a decision and communicate it in writing to the grievant and the authorized Federation representative within twelve (12) calendar days of the date he/she initially received the written grievance. Step One of the grievance procedure shall be bypassed when a grievance occurs which affects two (2) or more buildings or when a grievance occurs in a building in which there is no principal. Such grievance shall commence at Step Two by the Federation who shall identify each individual on whose behalf the grievance is filed. A copy of such grievance shall also be signed with each Step One administrator in the building(s) affected.
- 3:4.2 Step Two - The decision of the building principal may be appealed in writing to the superintendent with ten (10) calendar days after its receipt by the grievant and the authorized Federation representative. The superintendent shall within seven (7) calendar days after receipt of the appeal meet with the grievant and the authorized federation representative in an effort to adjust the matter the satisfaction of all concerned. (If another meeting(s) is deemed necessary by the superintendent, then an additional seven (7) calendar days shall be provided). The superintendent shall within fourteen (14) calendar days of receiving the grievance (or fifteen (15) calendar days if a second meeting is held) make a decision and communicate it in writing to the grievant and the authorized Federation representative.
- 3:4.3 Step Three - Within seven (7) calendar days after the receipt of the decision of the superintendent, an appeal in writing may be made by the grievant to the Board. Representative of the Board shall hold a hearing within fifteen (15) calendar days of the receipt of such notice of appeal and shall render a decision in writing to the grievant and the authorized Federation representative within fifteen (15) calendar days of receiving the written appeal.
- 3:4.4 Step Four - Within fifteen (15) calendar days after receipt of the decision of the Board, an appeal may be made by the Federation to the Public Employment Relations Commission (P.E.R.C.) for arbitration under its rules. Both parties agree to abide by P.E.R.C. rules and procedures in the selection of an arbitrator. The arbitrator shall hold a hearing within twenty (20) calendar days of his/her appointment at a mutually agreed upon time and place. The decision shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

3:5 **Costs**

The fees and expenses of the arbitrator shall be shared equally by the two parties.

3:6 **General Provisions**

3:6.1 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford an opportunity for all persons proper to be present. "Persons proper to be present," for the purposes of this section, is defined as the grievant, the authorized Federation representative, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay and shall be provided class coverage.

3:6.2 The Federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to present at all such hearings.

3:6.3 Only the Board, the aggrieved and the authorized Federation representative shall be given copies of the arbitrator's report and recommendation.

ARTICLE IV

EMPLOYEE RIGHTS

4:1 No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

4:2 Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her choice present.

4:3 No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.

4:4 An employee shall not be reprimanded in the presence of a student, member of the public, or other staff member by an administrator without justifiable, substantive reasons.

ARTICLE V

FEDERATION RIGHTS

5:1 Use of Facilities

- 5:1.1 The Federation shall have the exclusive use of one bulletin board in each faculty lounge and faculty dining room which are regularly used by unit members for the posting of official Federation notices and announcements.
- 5:1.2 The Federation shall have the right to place materials in bargaining unit members' mail boxes and shall have the use of the interschool mail system. All reasonable effort will be made by the Federation to insure that students are not exposed to such communications
- 5:1.3 The Federation shall have the privilege of using school building without cost for meetings before and after school when such facilities are not in use and provided there is no additional cost to the Board
- 5:1.4 The Federation shall have the right to use all office equipment when not otherwise in use in all schools except for the office typewriters. A typewriter shall be provided for Federation use in each building. The Federation shall pay for the reasonable cost of materials incidental to such use.
- 5:1.5 The Federation president shall not be prevented from visiting schools providing notification is first given to the building administrator and that such visits shall not interrupt work or normal school operations.

WORK YEAR - WORDAY - WORKING CONDITIONS

- 6:1 The work year of bargaining unit members will differ and be dependent upon job responsibilities, needs, and program.

For ten (10)-month employees, in most cases, it will not exceed the 181 days which will be comprised of 180 student days and one (1) in-service day.

In such cases when the employee is needed beyond his/her scheduled work day/year, he/she will be compensated on an hourly basis equal to the hourly rate received during the work year. In the case of a salaried employee receiving additional hours, he/she also will be compensated at a rate equal to his/her existing salary divided by the yearly hours.

- 6:2 All members of the bargaining unit shall be classified as part-time or full-time employees. Part-time employees will not work more than five (5) hours per day on a regular basis. Full-time employees are classified as six (6) hours or more.
- 6:3 The Board shall maintain a minimum of thirty-four (34) six (6) hour paraprofessionals for the life of this contract.
- 6:4 **Paraprofessional as Substitute Teacher**
- 6:4.1 Any paraprofessional in the Monroe Township Public School District who holds a county substitute certificate or who is a certificated teacher and who volunteers to substitute for absent teachers shall register with the Board and have copies of said certificate on file with the Board.
- 6:4.2 Paraprofessionals who are registered with the Board can be assigned by administration to work in the school as a substitute teacher, and shall receive, in addition to their regular salary, a \$25 per diem payment for such assignment payable at the next pay period.
- 6:5 Any paraprofessional assigned by the administration to either chaperone an event or be part of the school's site council will be compensated at his/her hourly rate not to exceed three (3) hours per event. This will be implemented anytime the certified staff also receives compensation.

ARTICLE VII

EDUCATIONAL IMPROVEMENT

- 7:1 Any employee who has successfully completed three (3) years' employment in Monroe Township and takes course work or attends professional workshops in the employee's field related to his/her position shall be reimbursed toward the tuition of such coursework or the cost of such professional workshops. This includes reimbursement for the successful completion of the paraprofessional assessment test. Prior submittal of a Professional Day Request Form must be submitted. A copy of the PARAPRO Assessment including all pages and indicating a passing score along with a signed white voucher and receipt of payment must be submitted in order to receive reimbursement.

<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
\$425.00	\$450.00	\$475.00	\$500.00

- 7:2 Sole approval for the tuition reimbursement shall be secured from the superintendent or his designee prior to the employee taking the course.
- 7:3 The Board of Education shall pay for any in-service or workshop not provided by the district. Approval for the in-service or workshop must be secured from the superintendent or his designee.

ARTICLE VIII

PROMOTIONS, TRANSFERS, AND VACANCIES

- 8:1 All bargaining unit members shall have the right to request a transfer. Such request may indicate preference of grade, subject, and/or department assignment. Transfer requests must be made in writing to the superintendent within thirty (30) calendar days prior to April 30. Specific justification for the transfer must then be submitted in writing; and the employee requesting such transfer may arrange a meeting with the superintendent or his designee to consider or review the request before any decision is made. This is not to preclude requests at any other time during the school year for openings which may subsequently occur. Determination on all requests for transfers resides with the Board.
- 8:2 All vacancies arising because of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.
- 8:3 All vacancies for teaching, nonteaching, promotional or new positions shall be posted in all buildings fifteen (15) working days prior to application deadline. The notice posted shall include position title; application procedure; necessary qualifications; and when applicable, grade level and building. Transfer within the school year resides solely with the school district within the limits of the Agreement.
- 8:4 When vacancies occur during the summer months, posting notices will be mailed to the treasurer of the local AFT.
- 8:5 Current unit employees shall be given initial consideration for six (6) hour positions. The Board maintains the right and prerogative to select the most qualified applicant.

ARTICLE IX

EVALUATION

- 9:1 All bargaining unit members shall receive written evaluations of their job performance by their immediate supervisor and acknowledge same no less than twice a year.
- 9:2 Evaluations of all unit members shall be made by building administrators with assistance, if necessary, by the classroom teacher who is directly responsible for employee performance.

9:3 The evaluation form used by the administration shall be uniform for the entire district.

ARTICLE X

LEAVE OF ABSENCE

10:1 Death in Family Allowance

10:1.1 In the event of death in the immediate family, employees shall be granted with pay for attending deathbed, funeral or to make funeral arrangements as hereinafter stated.

- a. An allowance of five (5) days shall be granted in the case of death in any of the following:
 1. employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse, and other persons residing as a member of the household of the employee.
 2. legally adopted members of the family and step-relationships as outline in a-1.
- b. An allowance of three (3) days shall be granted to attend the funeral of any the following:
 1. uncle, aunt, grandparents, and grandchildren of the employee.
 2. brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the employee.
- c. In the event of any employee or student death in Monroe Township Public School District, the principal or immediate supervisor of said employee shall grant to an appropriate number of employees sufficient time off to attend the funeral.

10:2 Personal Business

All bargaining unit members are entitled to three (3) personal leave days without requiring in advance the specific approval of the administration, subject to the following restrictions:

- a. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours' notice shall be given in order to provide for substitutes.
- b. Such leave shall not be granted immediately prior to or after any scheduled vacation or school holiday.
- c. Such leave days will be used for a bona fide personal business normally unable to be completed after normal school hours; such as, appearance in court, real estate settlement, I.R.S. review, physical exam for the armed forces, graduation when receiving a degree.
- d. Each member of the bargaining unit, upon return, shall sign a statement that the leave day was taken under these guidelines.
- e. All personal days unused at the end of each school year will be converted to sick leave and added to the employee's accumulation.

10:3 **Sick Leave**

- 10:3.1 There will be ten (10) sick days with pay per year. Days not used shall be credited toward the employee's accumulation of sick leave.
- 10:3.2 The Board or the superintendent may require the submission of a physician's certificate as provided in N.J.S.A., Title 18A:30-4. In cases of questionable recurring absence the employee, administration, and the M.T.F.T. building representative will be advised; and a physician's certificate may be required for each subsequent absence in accordance with N.J.S.A., Title 18A:30-4.
- 10:3.3 Bargaining unit members shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- 10:3.4 Any bargaining unit member absent due to illness beyond annual sick leave and accumulated sick may request the differential pay between his/her regular pay and substitute rate. Such determination shall be at the discretion of the Board upon recommendation of the superintendent on a case-by-case basis.
- 10:4 Upon retirement from the district, an employee will be reimbursed for unused sick leave if he/she has accumulated at least 40 sick days. Payment shall be based on 30% of the per diem rate of Level III during the final year service.
- 10:5 An employee who is terminated or laid off having at least five (5) years of service in the district shall have his/her accumulated sick days and seniority reinstated when he/she is rehired by the district.
- 10:6 Regarding lay off and recall of unit employees, seniority will be considered as one of several factors. Seniority will not be the sole determining factor. Other factors considered will be absentee rate, lateness, evaluations, and college credits.

ARTICLE XI

PAYROLL DEDUCTIONS

- 11:1 In accordance with statutes, the Board agrees to deduct from the salary of each employee, from whom it receives authorization to do so, the required amount of payment of Federation dues. Such payments, accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the Federation treasurer for the local within the first seven (7) calendar days of the following month. After the initial list is forwarded, only monthly modifications to such in addition to the appropriate sums shall be forwarded to the Federation treasurer.

- 11:2 The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment toward a disability plan of the Federation's choice, and the amounts deducted shall be forwarded to the appropriate office.
- 11:3 When payday falls on an in-service day that bargaining unit members are not required to work, that paycheck will be at the employee's assigned building on the scheduled pay date. If the employee wishes to have that check mailed to the address indicated on the check on that day, he/she may request it through the Board Office.
- 11:4 The Federation shall submit to the district a list of names of employees covered by the Agreement who are not currently dues-paying members of the Federation. The school district will deduct from such employee's pay a representation fee equal to 85% of the amount set for Federation members.

ARTICLE XII

BENEFITS AND MEDICAL COVERAGE

- 12:1
- a. The Board agrees to pay the full cost for family coverage for all full-time employees who held the six (6) hour position prior to October 29, 2002, for PPO (Preferred Provider Organization) or POS (Point of Service) coverage for Blue Cross, Blue Shield for the term of this contract. A summary of the benefits is attached as Schedule B.
 - b. The Board will pay the full cost for family coverage for all full-time employees who held the six (6) hour position prior to October 29, 2002, for a \$10.00/\$15.001X co-pay prescription plan. Oral contraceptives will be included.
 - c. The Board will pay the full cost for family dental for all full-time employees who held the six (6) hour position prior to October 29, 2002, for the life of the contract. Such premium costs will be capped at the premium in effect at the end of the contract. The maximum annual benefit will be \$1,500.00 per insured.
- 12:2 The Board agrees to pay the full cost for single coverage for full-time employees who have been hired or promoted into six (6) hour positions after October 29, 2002. This coverage is for medical, prescription, and dental and is identical to the full-time employees hired prior to October 29, 2002.
- 12:3 Part-time employees may purchase at group rate any health plan provided by the district at their expense as long as the carrier allows it.

ARTICLE XIII

SALARY

13:1 Salary Scale

LEVEL	2006-2007	2007-2008	2008-2009	2009-2010
I 1 – 2 Years	12,690 \$11.25	12,972 \$11.50	13,367 \$11.85	13,536 \$12.00
II 3 – 4 Years	13,423 \$11.90	13,536 \$12.00	13,705 \$12.15	13,818 \$12.25
III 5 – 6 Years	14,100 \$12.50	14,664 \$13.00	14,833 \$13.15	14,890 \$13.20
IV 7 – 8 Years	15,341 \$13.60	15,736 \$13.95	16,356 \$14.50	16,525 \$14.65
V 9+ Years	17,822 \$15.80	18,330 \$16.25	18,950 \$16.80	19,402 \$17.20

13:2 College Course Lanes/Highly Qualified Test Assessment

<u>30 Hours</u>	<u>60 Hours</u>	<u>90 Hours</u>	<u>120 Hours</u>
\$275.00	\$475.00	\$675.00	\$875.00

Highly Qualified/Test Assessment - \$100.00

13:3 Interpreter/Transliterators position will be placed on full-time paraprofessional guide + \$3,000.00 + lane credits.

ARTICLE XIV

MISCELLANEOUS

14:1 Inclement Weather Schedule

When schools are closed due to inclement weather, no employee shall be required to work.

ARTICLE XV

CONFORMITY TO LAW

15:1 Should any provision of this Agreement be held or determined by any court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are servable therefrom.

ARTICLE XVI

DURATION

16:1 This Agreement shall commence on July 1, 2006 and shall conclude on June 30, 2010.

**MONROE TOWNSHIP
FEDERATION OF TEACHERS/
PARAPROFESSIONALS**

**MONROE TOWNSHIP
BOARD OF EDUCATION**

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**Matthew Duffy
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