

*Agreement Between*

**THE METUCHEN BOARD OF EDUCATION**

*and*

**The METUCHEN PARAPROFESSIONAL ASSOCIATION**

July 1, 2014  
through  
June 30, 2017

## TABLE OF CONTENTS

<u>ARTICLES</u>		<u>PAGE</u>
I	RECOGNITION.....	1
II	NEGOTIATIONS OF A SUCCESSOR AGREEMENT...	1
III	GRIEVANCE PROCEDURE.....	1
IV	RIGHTS OF THE PARTIES.....	3
IV A	BOARD RIGHTS.....	4
V	ASSOCIATION RIGHTS AND PRIVILEGES.....	4
VI	VACANCIES.....	5
VII	LEAVES OF ABSENCE.....	5
VIII	JOB DESCRIPTIONS AND EVALUATIONS.....	7
IX	WORK YEAR AND WORK DAY.....	7
X	HEALTH INSURANCE.....	8
XI	SALARY.....	10
XII	PROFESSIONAL DEVELOPMENT.....	10
XIII	PAYROLL DEDUCTIONS.....	10
XIV	INDEMNIFICATION FEE.....	11
XV	MISCELLANEOUS.....	11
XVI	DURATION.....	12
	SCHEDULE A.....	13

## ARTICLE I

### RECOGNITION

- A. The Metuchen Board of Education, hereafter referred to as the "Board", recognizes the Metuchen Paraprofessional Association, hereafter referred to as the "Association" as the exclusive representative as defined in Chapter 303, Public Laws of 1968, State of New Jersey, and as amended and inclusive of chapter 123 of Public Laws of 1974, for all paraprofessionals working in the following positions:

Classroom  
Clerical  
Library

- B. All references to females shall include males.
- C. All other employees are excluded.

## ARTICLE II

### NEGOTIATIONS OF A SUCCESSOR AGREEMENT

- A. The Board and the Association agree to begin negotiations in accordance with Chapter 123 of Public laws of 1974.
- B. Whenever meetings are mutually scheduled by the parties during working hours, employees shall suffer no loss in pay.
- C. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a claim by an employee that there has been a misinterpretation, misapplication, or violation of Board policy or this Agreement. A grievance shall also mean that there has been an administrative policy adversely affecting a unit member.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

## B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.
2. In the event a grievance is filed by an employee at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. It shall be the general practice of all parties in interest to process grievance procedures during time which does not interfere with assigned duties. However, in the event it is agreed by the Board and/or its agents to hold the proceedings during regular working hours, an employee participating in any level of the grievance procedure with any representative of the board, shall be released from their assigned duties without a loss of salary.
4. Level One – Immediate Supervision: An employee with a grievance shall first discuss it with her/his immediate supervisor, whether directly or through the Association's designated representative, with the objective of resolving the matter informally.
5. Level Two – Principal: If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved person and Association within five (5) school days, s/he may set forth his/her grievance in writing to his/her principal on the grievance form provided.

All Level Two grievances shall be initiated within ten (10) calendar days after the event or circumstance being grieved takes place.

The principal shall communicate his/her decision to the aggrieved person and Association in writing within five (5) school days of receipt of the written grievance.

6. Level Three – Superintendent: The aggrieved person and/or the Association, no later than ten (10) calendar days after receipt of the principal's decision may appeal the decision of the principal to the Superintendent. The appeal to the Superintendent shall be in writing and shall include all materials submitted to and received from the principal. The Superintendent shall communicate his/her decision in writing, with

reasons for the same, to the aggrieved person and the Association within ten (10) calendar days of the receipt of the appeal.

7. Level Four – Board: If the grievance is not resolved to the satisfaction of the aggrieved person and/or the Association, s/he may request a review by the Board no later than ten (10) calendar days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward said request to the Board. The Board shall review the grievance and, if requested by the aggrieved person and/or the Association, hold a hearing with the aggrieved person and the Association's designated representative. The Board shall render a decision in writing with reasons for said decision, and communicate this decision to the aggrieved person and the Association within thirty (30) calendar days of receipt of the grievance by the Board or from the date of the hearing whichever comes later.
8. Level Five – Arbitration: In the event the aggrieved person is dissatisfied with the determination of the Board, the aggrieved person and/or the Association may submit a formal request for binding arbitration. The request for such arbitration shall be made within ten (10) calendar days of the determination of the Board with said request to be filed with the Public Employment Relations Commissions.

The parties shall be bound by the rules and procedures of P.E.R.C. The arbitrator selected shall confer with representatives of the Board and the Association and hold hearings promptly. The arbitrator shall issue the decision not later than thirty (30) calendar days from the date of the hearing unless the time shall be extended by mutual consent. The arbitrator's decision shall be in writing and binding, except as otherwise required by law. The cost of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the Association.

9. Forms for filing grievances at the various levels shall be prepared jointly by the Superintendent and the Association and be distributed so as to facilitate operation of the grievance procedure.

#### ARTICLE IV

#### RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board agrees that every employee covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection.
- B. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the United States, that it shall not discriminate against any

employee with respect to hours, wages, or any terms and conditions of employment by reason of his/her membership in the association, his/her participation in Association activities, collective negotiation, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms and conditions of employment.

- C. No employee shall be disciplined, or reprimanded or reduced in rank, or discharged without just cause once the employee has served a probationary period of one hundred eighty (180) days. Any employee with four or more years shall not be denied renewal of contract without just cause. Any such action asserted by the Board of representative thereof, shall be subject to the grievance procedure set forth herein.
- D. If any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in her/his employment or the salary or any increments pertaining thereto, then s/he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during said meeting.
- E. In the event of a reduction in force, layoff shall be on the basis of reverse seniority order for anyone over three years of service, or as determined by the Superintendent of Schools.

#### **ARTICLE IV A**

#### **BOARD RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains all rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to maintain efficiency of the school district operations entrusted to them; and (d) to take whatever actions necessary to carry out the mission of the school district.

#### **ARTICLE V**

#### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association, in response to reasonable requests, materials available to the public concerning relevant data, to assist the Association.
- B. Representatives of the Association and the Middlesex County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, with prior approval by the principal or central administration.

- C. The Association and its representatives shall have, with the prior approval of the principal, the right to use school buildings, at all reasonable hours, for meetings.
- D. The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes.

## ARTICLE VI

### VACANCIES

- A. Opportunities shall be given to any employee to apply for any position for which s/he may be qualified.
- B.
  - 1. Notice of any vacancy which the board intends to fill and/or new position occurring during the school year shall be posted for at least three (3) days in each school. Application for said position shall be made in writing within five (5) work days of last day posted.
  - 2. Notice of any vacancy which the board intends to fill and/or new position occurring during the summer months shall be sent to the President of the Association who shall be responsible for notifying the membership.

## ARTICLE VII

### LEAVES OF ABSENCE

#### A. Sick Leave

- 1. Employees shall be entitled to ten (10) days per year for personal illness. Unused sick leave shall accumulate from year to year with no limit.
- 2. The Superintendent may require an employee to present a doctor's statement or proof of illness for any sick leave of absence.
- 3. Employees hired prior to May 21, 2010 will receive the amount accumulated at time of ratification of this agreement or up to \$15,000, whichever is greater, upon separation or retirement. Employees hired on or after May 21, 2010 may only be paid for accumulated sick leave upon retirement which may not exceed \$15,000. Upon separation from the district, employees shall be compensated at a rate of twenty-five (\$25.00) dollars per day for all sick leave accumulated prior to July 1, 2004; twenty six (\$26.00) dollars per day for sick leave accumulated from July 1, 2004 through June 30, 2005 and twenty seven (\$27.00) per day for days accumulated July 1, 2005 and thereafter.

## B. Urgent Personal Business

A paraprofessional shall be granted two (2) days leave per school year for urgent personal business matters. Unused personal leave days shall be accumulated up to a maximum of ten (10) days. No personal days of absence shall be allowed when such days are taken during the first day immediately preceding or the first day immediately following a regularly scheduled school recess or vacation without sufficient reason presented to the Superintendent for determination.

Any unused personal business days above ten (10) shall be added to the individual's unused sick leave.

## C. Emergency Leave

Emergency leave not to exceed a total of five (5) days per occurrence with pay will be granted by the Superintendent for the following reasons:

1. Serious illness in the immediate family Immediate family shall mean spouse, partner in a civil union, child, mother, father, brother, sister, grandparent, or a relative who lives within the household of the staff member.
2. Death in the immediate family Immediate family shall mean spouse, partner in a civil union, child, grandchild, parent, son, daughter, or parent of a staff member's spouse or partner in a civil union, grandparent, brother, sister, or a relative who lives within the household. The absence may immediately precede, include the day of, or immediately follow the death of a member of the immediate family.
3. Absence due to death in non-immediate family Non-immediate family shall mean niece, nephew, aunt, uncle, cousin, brother or sister of a staff member's spouse or partner in a civil union, not living in the household of the staff member. Absence in this case shall be allowed, with pay, for the day of the funeral.
4. Court Order Absence from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent.

## D. Other

1. An employee shall be entitled to the following leaves of absence with full pay:
  - A. Time necessary for appearances in any legal proceedings connected with the employee's job with the school district, except in the case of an employee's bringing suit against the Board.
  - B. Any employee required to serve on jury duty shall be granted leave with full pay for the duration of said service.



- C. Any legal proceeding to which the employee has received a subpoena shall be considered in the same manner in number 1 (one) above.
  - D. Any other leave of absence may be granted upon the recommendation of the Superintendent with the approval of the Board.
2. Permission for unpaid leaves must be obtained from the Superintendent. In order to be considered for an unpaid leave pursuant to this Agreement, the employee must give the district at least three weeks notice. Unusual cases will be handled on a case by case by the Superintendent.

## ARTICLE VIII

### JOB DESCRIPTIONS AND EVALUATIONS

- A. The Board shall develop a job description for all paraprofessionals. Said job description shall clearly outline all aspects of paraprofessional responsibilities.
- B. All evaluations of work performance of an employee shall be conducted openly and with full knowledge of the employee. Formal evaluation for the purpose of recommending continuation of employment or recommendations for improvement shall only be conducted by certified supervisors. An employee shall be given a copy of an evaluation report prior to the conference scheduled to discuss said evaluation. Evaluation reports shall be placed in the employee's personnel file only after the employee has signed the evaluation and has been given the opportunity to attach a rebuttal. In the event an employee refuses to sign, then the refusal shall be so noted on the evaluation which shall then be placed in the employee's file.
- C. Employees shall have the right, upon request, to review the contents of her/his personnel file in the presence of the Business Administrator or her/his designee.

## ARTICLE IX

### WORK YEAR AND WORK DAY

- A. Employees shall work the same work year, in terms of days, as the teachers, or as directed by the administration, and for the number of hours per day, as determined by the administration.
- B. Whenever an employee is required or requested by a supervisor to attend any workshop, seminar, or other in-service training session, the employee shall receive their regular rate for the time in attendance at such session as well as reimbursement for all reasonable expenses including meals and transportation. Except that such expenses will not be reimbursed if such session is conducted at the employee's assigned building. Notwithstanding the foregoing, all such reimbursements shall be made in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.

- C. By June 30<sup>th</sup> each year, employees will be notified of their employment status for the next school year.
- D. Paraprofessionals hired over the summer for work as paraprofessionals shall be paid at their current paraprofessional rate. Anyone hired for other work (non paraprofessional) shall be compensated at a rate agreed upon the time of assignment.

**ARTICLE X**

**HEALTH INSURANCE**

For the 2014-2015 and 2015-2016 school year employees will be provided health insurance as follows:

- A. Employees in their fourth (4<sup>th</sup>) year of service in the district shall have the option to purchase up to direct access single medical and prescription coverage. An optional mail order prescription component will also be made available. The employee shall pay 50% of such coverage; the Board shall pay 50% of such coverage, upon employee contribution toward the cost of such coverage in accordance with the law.
- B. Employees in their fifth (5<sup>th</sup>) year or above of service in the district shall have the option to select up to direct access single medical and prescription coverage, the remaining cost of which shall be paid by the Board, upon employee contribution toward the cost of such coverage in accordance with law. An optional mail order prescription component will also be made available.
- C. Employees in their fourth (4<sup>th</sup>) year or above who do not elect health insurance coverage shall receive a year stipend, not on base, according to the following schedule:

Current year of Service	
4-7 years .....	\$1,250
8-9 years .....	\$1,500
10-11 years .....	\$1,600
12 years or more .....	\$1,850

- D. Stipends for those employees who are eligible for, but do not elect to receive single insurance, shall be paid in two installments. The first shall be on January 15 and the second on June 15.
- E. The single coverage referred to in Article X shall include medical, surgical, major medical and prescription.
- F. Employees not receiving medical and prescription coverage and who subsequently elect to receive such coverage in accordance with this Article X may elect to enroll up to the Direct Access Plan.
- G. The Board may change to medical insurance/prescription coverage contracted from the State's School Employees Health Benefits Program ("SEHBP"). The most the Board

will cover will be the premium for Direct 15 when choosing from the SEHBP offerings (i.e., PPOs, HMOs, etc.) in lieu of the plan in effect on June 30, 2014. The Board shall further have the right, at its discretion, to move from the SEHBP to a private insurance plan which is similar to the plan in effect on June 30, 2014 without further discussions with the Association.

Effective July 1, 2016 employees will be offered health insurance under the following terms:

- A. Employees in their first to third year shall have the option to purchase single and dependent medical and prescription coverage. The employee shall pay 100% of such coverage. An optional mail order prescription component will also be made available.
- B. Employees in their fourth (4<sup>th</sup>) year of service in the district shall have the option to select single and dependent medical and prescription coverage. The employee shall pay 50% of the cost for single coverage and 100% of the cost for dependent coverage. The Board shall pay the remaining 50% for single coverage. An optional mail order prescription component will also be made available.
- C. Employees in their fifth (5<sup>th</sup>) year of service or above in the district shall have the option to select single and dependent medical and prescription coverage. The employee shall pay the year 4 c. 78 contribution towards the cost for single coverage and 100% of the cost for dependent coverage. The Board shall pay the remaining cost for single coverage. An optional mail order prescription component will also be made available.
- D. Employees in their fourth (4<sup>th</sup>) year or above who do not elect health insurance coverage shall receive a year stipend, not on base, according to the following schedule:
 

Current year of Service	
4-7 years .....	\$1,250
8-9 years .....	\$1,500
10-11 years .....	\$1,600
12 years or more .....	\$1,850
- E. Stipends for those employees who are eligible for, but do not elect to receive single insurance, shall be paid in two installments. The first shall be on January 15 and the second on June 15.
- F. The coverage referred to in Article X shall include medical, surgical, major medical and prescription.
- G. Employees not receiving medical and prescription coverage and who subsequently elect to receive such coverage in accordance with this Article X may elect to enroll up to the Direct Access Plan.

- H. The Board may change to medical insurance/prescription coverage contracted from the State's School Employees Health Benefits Program ("SEHBP"). The most the Board will cover will be the premium for Direct 15 when choosing from the SEHBP offerings (i.e., PPOs, HMOs, etc.) in lieu of the plan in effect on June 30, 2014. The Board shall further have the right, at its discretion, to move from the SEHBP to a private insurance plan which is similar to the plan in effect on June 30, 2014 without further discussions with the Association.

## ARTICLE XI

### SALARY

- A. Salary for all paraprofessionals shall be in accordance with schedule A, which is attached to this Agreement.
- B. Paraprofessionals who work a full year in a self-contained class shall receive a stipend of \$400 dollars.
- C. Employees having to travel between schools, as part of their regular duties shall be reimbursed for every mile traveled in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder, subject to submission of a duly executed and itemized voucher.

## ARTICLE XII

### PROFESSIONAL DEVELOPMENT

- A. Professional development courses or activities shall be considered by the Superintendent on a case by case basis, and may be reimbursed in whole or in part.
- B. Before planning the district Professional Development Days, the Special Services Supervisor shall meet with the President of the Association to discuss the agenda.

## ARTICLE XIII

### PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees dues for the Metuchen Paraprofessional Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association said employees authorize the Board to deduct. Such deductions shall be made in compliance with the statutes of the State of New Jersey and said monies shall be transmitted to the New Jersey Education Association for distribution to the appropriate association.

- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.
- C. Employees may elect to have ten (10%) percent of their monthly salary deducted from their pay and deposited in an interest earning account mutually acceptable to the parties.

## ARTICLE XIV

### INDEMNIFICATION FEE

#### A. New Employees

Representatives of the Association shall receive a written list of names, job titles and dates of employment of all new paraprofessionals.

#### B. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this Article.

- C. Any employee identified in Article I, paragraph A of this Agreement who is not a member of the Association in any year during the term of this Agreement shall have deducted from his/her salary a representation fee pursuant to the articles of Chapter 477, P.L. 1979, which fee shall be transmitted to the Association. The deduction of representation fees shall be upon certification by the Association and in accordance with the law.

## ARTICLE XV

### MISCELLANEOUS

- A. The Board will provide the Association with a copy of the Board Policy Manual electronically and will continue to provide the Association with copies of changes in policy whenever they become effective. The Association President will furnish the e-mail address the Association will use for this purpose to the Business Administrator/Board Secretary each year in September to facilitate this process.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. Copies of this Agreement shall be printed by the Board and made available to all employees now or hereafter employed.

- D. The board shall establish payroll dates for employees. This schedule of semi-monthly payroll dates will be distributed to all paraprofessionals at the beginning of each school year.
- E. Any paraprofessional hired prior to February 1 of any given school year shall receive one full year of credit for both increment step and longevity. Anyone hired after February 1 of any school year shall remain on the step at which they were hired for the next academic school year.
- F. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of both parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.

**ARTICLE XVI**

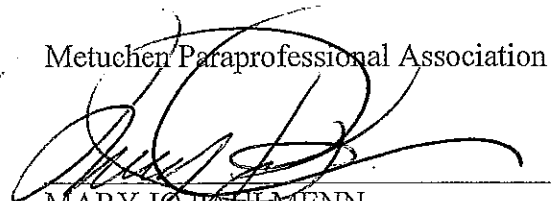
**DURATION**

- A. This Agreement shall be effective July 1, 2014 and shall continue in effect until June 30, 2017.
- B. In witness whereof the parties hereto have caused the Agreement to be signed by their respective presidents and attested to by their respective secretaries.

Metuchen Board of Education

Metuchen Paraprofessional Association

  
 \_\_\_\_\_  
 JONATHAN LIFTON  
 Board President


  
 \_\_\_\_\_  
 MARY JO PAULMENN  
 President

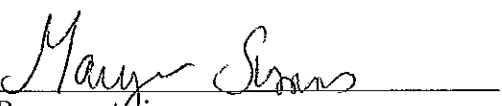
9/9/14  
 \_\_\_\_\_  
 Date

9/9/14  
 \_\_\_\_\_  
 Date

Attest:

Witness:

  
 \_\_\_\_\_  
 MICHAEL HARVIER  
 Business Administrator/Board Secretary

  
 \_\_\_\_\_  
 Representative

9/9/14  
 \_\_\_\_\_  
 Date

9-9-14  
 \_\_\_\_\_  
 Date

**SCHEDULE A**

<b>Step</b>	<b>2013/2014</b>	<b>2014/2015</b>	<b>2015/2016</b>	<b>2016-2017</b>
1	\$ 15.70	\$ 16.11	\$ 16.61	\$17.11
2	\$ 15.90	\$ 16.31	\$ 16.81	\$17.31
3	\$ 16.15	\$ 16.56	\$ 17.06	\$17.56
4	\$ 16.45	\$ 16.86	\$ 17.36	\$17.86
5	\$ 16.65	\$ 17.06	\$ 17.56	\$18.06
6	\$ 16.85	\$ 17.26	\$ 17.76	\$18.26
7	\$ 17.25	\$ 17.66	\$ 18.16	\$18.66
8	\$ 17.45	\$ 17.86	\$ 18.36	\$18.86
9	\$ 17.65	\$ 18.06	\$ 18.56	\$19.06
10	\$ 19.85	\$ 20.26	\$ 20.76	\$21.26

