

**AGREEMENT**

between the

**BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE  
PASSAIC COUNTY, NEW JERSEY**

and the

**WAYNE PARAPROFESSIONALS ASSOCIATION**

**July 1, 2010**

**To**

**June 30, 2013**

**Effective July 1, 2010**

**Approved August 4, 2011    Agenda Item #H-77-12**



TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. RECOGNITION.....	2
II. NEGOTIATION OF SUCCESSOR AGREEMENT.....	3
III. GRIEVANCE PROCEDURE.....	4
IV. EMPLOYEE RIGHTS AND PRIVILEGES.....	10
V. ASSOCIATION RIGHTS AND PRIVILEGES .....	11
VI. EMPLOYMENT PROCEDURES .....	12
VII. SALARIES .....	16
VIII. LEAVES .....	18
IX. HOLIDAY SCHEDULE.....	20
X. INSURANCE PROTECTION .....	21
XI. DEDUCTION FROM SALARY .....	23
XII. OTHER COMPENSATION .....	26
XIII. MANAGEMENT'S RIGHTS .....	28
XIV. MISCELLANEOUS PROVISIONS .....	29
XV. TERMS & SIGNATURES.....	31
<u>APPENDIX</u>	<u>Page</u>
A. HOURLY RATE .....	34
B. SALARY GUIDE ADVANCEMENT CHART .....	35

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Wayne Paraprofessionals Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all paraprofessionals who serve the Wayne School District students, in the areas: Special Education and Transportation (hereinafter referred to as employees) and are steadily employed by the Board, and who work full-time (twenty-five (25) or more hours a week). In accordance with the parties' past practice, paraprofessionals who are employed temporarily (full time or part time) are excluded from the unit.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Policy Changes

1. Consistent with Chapter 303, P.L. of New Jersey, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of the Agreement and contained therein.
2. Not later than October 15, 2012 the Board agrees to initiate negotiations with the Association over a Successor Agreement, in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor collective negotiations agreement, which shall be reduced to writing and signed by all parties.
3. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective negotiations agreement, they will suffer no loss in pay.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures under which the Board and its employees are afforded adequate opportunity to dispose of their differences.

#### B. Definitions

1. A grievance is a complaint by any unit member as to him, her or them, that there has been an inequitable, improper or unjust application, interpretation or violation of Board Policy, this Agreement, or of an administrative decision provided that the subject matter of the grievance involves a term and condition of employment.
2. The "immediate superior" shall mean the person so designated by the organization chart:
  - a) Building Principal
  - b) Director of Special Services
  - c) Supervisor of Special Programs
  - d) Transportation Supervisor
  - e) Business Administrator
  - f) Superintendent of Schools

If the subject of grievance is such that it crosses buildings or is system-wide, the immediate superior is the Superintendent of Schools or such other person as may be designated by the Superintendent of Schools.

3. The "aggrieved party" shall mean any employee filing a grievance.
4. "Party in interest" shall mean the Grievance Committee of the Association and any party or parties aggrieved.

5. "Association Grievance Committee" (AGC) is the committee created and constituted by the Association to administer this procedure on behalf of the Association.
6. "Hearing Officer" shall mean the Board or any individual charged with the duty of rendering decisions under the grievance procedure.
7. "Days" shall mean school teaching days.

C. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the said grievant as defined in B.1, the time when, and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, if known to the grievant and the redress sought by the aggrieved party and the names of all persons having factual knowledge of the matter.
2. Except for informal decisions Stage A.1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the parties in interest.
3. If a grievance affects a class of employees, it may be submitted by the Association directly at Stage 2 below.
  - a) Such grievances shall be written, so that the inter-building nature of the grievances is clearly obvious.
  - b) Such grievances shall also have sufficient signatures to illustrate that the grievance does, in fact, affect a class of employees.
  - c) A copy of all class grievances shall be sent to the affected building principle and Director of Special Services or Supervisor of Special Programs for information purposes.
4. The preparation and processing of grievances, insofar as predicable shall be conducted during the hours of employment other than those at the Board level which shall be held at the convenience of the Board. All reasonable effort will be made to avoid interruption of the classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the Association agree to facilitate any investigation which may be required, to make available any and all material and relevant

documents, communications and records concerning the alleged grievance.

6. Except as otherwise provided in Stage 1 (a) and (b), an aggrieved party and any party of interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against her/him, to testify and to call witnesses on her/his own behalf; and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party In interest, any representative, any member of the AGC or any other participant, in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the employees in question, processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employees. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (a) and all written decisions at all stages. Official minutes will be kept of all proceedings under Stages 2, 3 and 4 at the Board's expense. A copy of such minutes will be made available to the aggrieved party and the AGC within five (5) days after the conclusions of the hearings at Stages 2, 3 and 4. They shall advise the appropriate hearing officer of any errors in said minutes within two (2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record, and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the AGC and the Board, but shall not become public record.



10. An aggrieved employee may be represented at all stages of the grievance procedure by herself/himself or at her/his option, by a representative selected or approved by the Association. In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the grievance procedure to protect its interest in the contract.
11. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.

Association representatives may, upon request and approval, be granted released time of reasonable duration during the school day to meet with the aggrieved employee or to participate in proceedings held at any stage of the grievance procedure. Approval shall not be unreasonably withheld.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort should be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement between the aggrieved party and the superior at that stage.
2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement will be barred.
3. Failure at any stage of the grievance procedure to communicate a and the AGC within a specified time limit decision to the aggrieved party, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. 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 term, and if left unresolved until the beginning of the following school term, it could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
5. Any grievance not presented to an employee's immediate superior (Stage 1) (Step 2 in the case of class employees) within twenty (20) school days from the date the alleged grievance occurred shall not be entitled to consideration under this grievance procedure, and the aggrieved party or parties shall be unconditionally barred from relief hereunder.

## **E. Stages**

- 1. Stage 1: Immediate Superior**
  - a) An employee having a grievance will discuss it with her/his immediate superior with the object of resolving the matter informally.
  - b) If the grievance is not resolved informally, It shall be reduced to writing and presented to the immediate superior. Within five (5) days after the written grievance is presented to her/him, the immediate superior shall render a decision thereon in writing.
  
- 2. Stage 2: Superintendent of Schools**
  - a) If the employee initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, she/he shall within ten (10) days after having received the written decision, file the grievance with the Director of Special Services, or Supervisor of Special Programs instead of the Superintendent of Schools. A copy of the written decision at Stage 1 shall be submitted with the appeal. The decision at this stage and subsequent stage shall be forwarded, along with other appropriate documents to the AGC.
  - b) Within ten (10) days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative shall hold a hearing with the employees and the AGC or its representatives and all other parties in interest.
  - c) The Superintendent of Schools shall render a written decision of the grievance within ten (10) days after the conclusion of the hearing.
  
- 3. Stage 3: Board of Education**
  - a) If the employee initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the employee shall within five (5) days after having received the written decision, present the grievance to the Board for its consideration. The Official Grievance Record maintained by the Superintendent of Schools shall be made available for the use of the Board.

- b) Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance with the employee and the AGC or its representative and other parties of interest. The hearing shall be conducted in executive session.
- c) Within five (5) days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.
- B. Part-time employees shall be given full consideration when full-time positions occur.
- C. Whenever any employee is required to appear before the Superintendent, Board, Supervisor of Special Services, Transportation Supervisor, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her/his position, employment, or the salary or any increments pertaining thereto, then she/he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview.
- D. Each employee working in a middle school or a high school shall be entitled to a daily duty-free lunch period equal in length to the lunch period of classroom teachers in that building. All other employees will continue to have a half hour duty free lunch period each day. To the extent possible, lunch periods will not be scheduled earlier than cafeteria hours.
- E.
  - 1. Each unit member working at The Learning Center or at any of the elementary schools shall be entitled to a 10 minute break during the work day. The break must be taken at a time immediately before or after each unit member's lunch break.
  - 2. Employees who are assigned to the total educational day program including behavior and control during transportation to and from school and in the classroom-shall be entitled to either a fifteen (15) minute break in the morning after they arrive at their schools and before they begin their responsibilities in the classroom, or in the afternoon after they leave their classrooms and before they begin their transportation responsibilities.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information generally available to the public concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, she/he shall suffer no loss in pay.
- C. Representatives of the 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.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings but not during school hours or when the building is being used for another purpose. The principal of the building in question shall be notified in advance of the time and place of all such meetings. No reasonable request shall be denied.

## ARTICLE VI

### EMPLOYMENT PROCEDURES

#### A. Non-Certificated Personnel

1. The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties. In no case, shall any non-certificated employee be required or requested to perform any duty previously performed by a duly certificated professional employee.
2. Paraprofessionals hired after July 1, 1998 but before July 1, 2001, shall be required, when assigned to a preschool handicapped student or class, to change the diapers of preschool handicapped students as part of their regular duties. Appropriate training shall be given to each employee before s/he performs diaper changing. Such duties shall be performed in accordance with the "Procedure for Diapering at the Secondary Level," dated October 11, 2001. All paraprofessionals hired after July 1, 2001 shall be required, when assigned to any handicapped student or class, to perform toileting procedures and change the diapers of any handicapped student(s) as part of their regular duties. No person employed by the Board as a paraprofessional prior to July 1, 1998, shall be required to change students' diapers. Unless otherwise directed by the Supervisor, the secondary level (middle and high school) paraprofessional (who is hired after June 30, 2001) will accompany the student to the nurse's office where that paraprofessional will diaper the student either in the nurse's bathroom or behind a screen in the nurse's office. The nurse will be available if the paraprofessional requires emergency assistance. Every paraprofessional hired before July 1, 1998, who is subsequently affected by a reduction in force, shall have her/his rights under this subparagraph preserved during any future periods of employment as a paraprofessional.
3. Job descriptions, as they are forwarded to the State, shall be disseminated to the employees.
4. The Board and the Association agree to review job descriptions as forwarded to the State to insure that these descriptions accurately reflect what work is actually being performed by the employees.
5. The Superintendent or his/her designee shall notify the Association of the name, assignment and salary placement for each new unit member within ten (10) school days of hire.

B. Employee Dismissal

1. The procedures shall insure that the employee has the privilege of making an appeal to the Superintendent or his designee and a hearing before the Board of Education when terminated. A terminated employee shall receive thirty (30) days notice of termination or thirty (30) days pay in lieu, of notice.

C. Resignation

1. An employee who is resigning from her/his position shall give thirty (30) days notice of their intention to resign from their position.

D. Procedure Upon Layoff

1. Should it become necessary to reduce the number of employees employed in the district for reasons of economy or because of reduction in the number of pupils or change in the organization or the program in the district or for other good cause, employees shall be laid off in the inverse order of seniority of the employees in the unit. Seniority shall be defined as length of service from the date of hire.
2. In the event of a vacancy, a laid off employee shall be entitled to recall therefore in the order of seniority. Upon recall, the appointed employee shall have his/her accumulated seniority restored from the date of layoff.
3. All notices of job opportunities within the negotiating unit shall be posted at all work locations for a period of not less than two (2) weeks before the closing date for applications. A copy of each notice shall be sent to the President of the Association.
4. A date of hire list shall be sent to the Association no later than October 15 of each year.

E. Promotion

1. Promotional positions are defined as full time paraprofessional positions or additional summer positions.
2. In filling vacancies, preference shall be given to qualified employees already employed by the Board when all other factors are substantially equal.

F. Unit Work

1. If any transportation paraprofessional is not working on a particular day because her/his regular runs are either not scheduled or are cancelled for that day, and any other transportation run requiring a paraprofessional is open because of the absence of the paraprofessional regularly assigned to that run that day, the available transportation paraprofessional shall be offered the opportunity to fill in for the absent employee after the assignment of the Spare Aide has been made. If all available transportation paraprofessionals decline to work the open run, or do not respond to a reasonable attempt to contact them about the open run, then administration may staff the run as it sees fit, including, but not limited to using non-transportation paraprofessionals for such purposes.
2. When a curricular or extra-curricular activity or trip requires that a qualified paraprofessional accompany a student on one or more overnights during the activity or trip, the administration shall first solicit qualified volunteers from the Association's membership to perform the assignment. If no Association member volunteers for any such assignment, the administration may direct a qualified Association member to perform the assignment, including the overnights involved therein.
3. Involuntary assignments authorized hereunder shall be equitably rotated among qualified Association members, and no Association member may be required to perform more than one such assignment every two school years.
4. Association members shall have a right of first refusal for all assignments which include overnights. In the event there is more than one unit member willing to volunteer for such an assignment, the Administration shall select from the available volunteers based on experience and/or other relevant qualifications. If the qualifications of more than one available volunteer are equal, the assignments shall be rotated equitably.
5. Any Association member who performs an assignment which includes overnights shall be paid his/her regular hourly rate for his/her regular work hours. For each overnight, the Association member shall also be paid his/her regular hourly rate for the hours between the end of his/her regular work day and 10:00 p.m. In addition, the Association member shall be paid a Fifty Dollar (\$50.00) stipend for each overnight.
6. Paraprofessionals required to attend field trips during the school day shall not be responsible for paying the cost of their attendance.



G. Summer Assignments

1. When summer employment is contracted to unit members, the Board will adhere to the terms of this contract in determining salary.

4. Effective July 1, 1992, any bus and van aide who is assigned to a morning and afternoon route in the same day which is less than 5 and 1/2 hours may be assigned to another bus during the morning and afternoon route times to make up the additional time.
5. Each transportation paraprofessional shall be entitled to one and one-half (1 1/2) hours of pay if a previously scheduled mid-day run is cancelled and the employee is not notified of the cancellation, verbally or in writing, by 9:00 an. of the day of the run. However, if there is an open mid-day run available (due to absenteeism or other cause), it shall be offered to said employee first. If the employee chooses not to take the open mid-day run, he/she shall not be entitled to the above pay.
6. Effective July 1, 2004, transportation paraprofessionals are not required to be present for, and shall not be paid for, the fifteen (15) minute pre-trip and post-trip preparation periods that the bus and van drivers are required to use for the inspection of their vehicles. Transportation paraprofessionals hired before July 1, 2004 who are receiving benefits shall not have their benefits eliminated if the elimination of said pre-trip and post-trip preparation periods from their work schedule would reduce their total hours to less than full-time status as defined in this contract.

## ARTICLE VII

### SALARIES

All salaries are set forth in Appendix A (Hourly Rate). The guide reflects a 0.00%, 2.00% salary increase inclusive of increment and 2.00% salary increase inclusive of increment in each of the three years, respectively.

Every employee who is employed in the district on or before January 31st, and is continuously employed for the balance of that school year, shall be advanced one step on the salary guide at the start of the next school year (September 1st), unless that employee's increment has been withheld. Any employee initially hired on February 1st or later shall receive no step movement in the following year.

#### A. Withholding of Increment

1. No administrator shall recommend withholding an employee's increment unless that employee has been notified and given reasons that her/his increment is in jeopardy. Written notification regarding the reasons for such action must be given to the employee by May 15<sup>th</sup> of the school year.
2. Any increment withheld may be restored by the Board upon the petition by the employee to the Superintendent of Schools and his recommending restoration to the Board of Education. The decision as to whether or not to restore the increment shall be made by the Board. In the event an increment is not restored, the employee shall be given, in writing, reasons for rejection.
3. No increment will be withheld unless this procedure is followed.

#### B. Miscellaneous

1. Each employee shall be paid for his/her regular daily salary if school is closed after the employee has reported for duty on that day.
2. Attendance at Back-to-School Night will be optional and without additional compensation.
3. For any employee hired on or after July 1, 1992, the past practice requiring that all bus and van aides assigned morning and afternoon routes in the same day be guaranteed a minimum of five (5) hours each day shall be eliminated. Thereafter, employees hired on or after July 1, 1992 shall be paid only for the hours they actually work.

## ARTICLE VIII

### LEAVES

#### A. Sick Leave

1. Employees shall be granted twelve (12) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit in accordance with N.J.S.A. 18A:30-3.
2. Employees shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.
3. Employees shall be entitled to payment for their unused accumulated sick leave days at the rate of one (1) day for every two (2) days accumulated at the then current salary up to a maximum of one hundred (100) days, after fifteen (15) years of service in the Wayne Schools The maximum lump sum available to any employee, is Two Thousand Five Hundred Dollars (\$2,500.00).

#### B. Bereavement Leave

1. All employees will be granted up to five (5) days in the event of death(s) in the immediate family (employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law) or for persons residing within the household for which the employee has a family-like responsibility. Up to three (3) days will be granted in the event of the death of a grandparent or grandchild. One day may be granted to attend the funeral of an employee's close friend or relative outside of the employee's immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours.
2. Employees shall be paid for the normally scheduled hours they would have worked on a bereavement day.

#### C. Personal Leave

1. Each employee shall be entitled to take two (2) compensated personal leave days. Personal leave may be taken for personal, business, religious holidays, death in the family, or for other good cause.
2. Personal leave requested beyond two (2) days are subject to the approval of the Board of Education.

3. The procedure to be used for reporting personal leave days will be that the employee will call or contact her/his school a minimum of five (5) days prior to the day on which the personal leave is to be taken, except in the case of an emergency, to report that she/he will be taking a personal leave day and so indicate on the time sheet. Personal leave days may not be taken immediately before or after a vacation or holiday except in the case of a legitimate emergency. There should be no deductions for the two (2) personal days.
4. Unused personal days may be accumulated as sick leave.
5. Employees shall be paid for the normally scheduled hours they would have worked on personal day.

D. Family Illness Leave

1. Each employee shall be entitled to take three (3) compensated family illness days each year, subject to verification by the Board. For purposes of this Article VIII (D), the word "family" shall mean an employee's spouse, child, parent, brother, sister, mother-in-law or father-in-law.
2. Employees shall be paid for the normally scheduled hours they would have worked on a family illness day.

## ARTICLE IX

### HOLIDAY SCHEDULE

A. All members of the unit will be paid for holidays as follows:

Thanksgiving  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

- B. Whenever a half day or other early dismissal is scheduled for pupils on the day prior to Thanksgiving, the day prior to the Christmas break, the day prior to Winter break or the day prior to Spring break, paraprofessionals shall be entitled to leave work on any such day at the same time as teachers are allowed to leave. However, all paraprofessionals shall be paid a full day's wages on any such day, even if they do not work a full day.
- C. On all other days that are scheduled for pupils as less than full days, paraprofessionals shall only be entitled to be paid for the amount of time worked. On those days, the administration has the discretion to determine whether a paraprofessional will stay to work a full day and, therefore, receive a full day's pay, or work a shortened day and only be paid for the time actually worked.
- D. This Article IX (B) only relates to shortened pupil days that are declared prior to the start of the work day in question.
- E. An early closing which is declared after an employee reports for work on that day shall be controlled by the terms of Article VII (C) or Article VII (H), as appropriate.

individual employees and their families, if eligible. Co-payments cannot be claimed for reimbursement under Major Medical.

- F. Effective July 1, 2011 a deductible of two hundred fifty dollars (\$250.00) per person and five hundred dollars (\$500.00) per family per year shall apply to all medical expenses payable under the insurance coverage described herein.
- G. Effective July 1, 1998 employees shall be covered by the Wayne Select Plan. Under this plan; a Preferred Provider Network ("PPO"), Blue Review and Green Spring Review shall be imposed on health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with IN NETWORK AND OUT OF NETWORK benefits. Blue Review encompasses ancillary hospital and medical appropriateness review. Green Spring Review encompasses mental health and substance abuse pre-admission review and medical appropriateness review.
- H. Any employee who has dependent coverage through his or her spouse's employer (other than the Wayne Township Board of Education) may waive all insurance coverage from the Board and shall receive 50% of the single coverage costs. Payment shall be prorated bi-monthly and will be added to the employee's payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to reenroll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan's requirements. The effective date of coverage is subject to the plan's requirements. Any reimbursement under this provision is subject to the maximum limit set by law.
- I. In the event of a change of insurance carrier or carriers, the coverage provided by the carrier shall be at least as comprehensive and extensive as the initial coverage heretofore, provided.
- J. The Board of Education shall provide dental insurance under a UCR Fee Program for individual employees and their families, if eligible. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for super composite coverage.
- K. Usual and customary rates (UCR) for all coverage.
- L. Vision services, if t-he- employee is. eligible, as referred. above, for individual and family are incorporated as part of the Major Medical Program pursuant to Addendum 2.

## ARTICLE XI

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the employees Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.93) and under rules established by the State Department of Education. Said monies together with the current records of any corrections shall be transmitted to such persons as may from time to time be designated by the N.J.E.A. by the 15th of each month following the monthly pay period in which deductions are made. The person designated shall disburse such monies to the appropriate association or associations.
2. 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 the change.

#### B. Local, State and National Services

1. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and their appropriate association.

#### C. Representation Fee

##### 1. Purpose of Fee

- a) If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.



**D. Notification and Amount of Fee**

1. Prior to the beginning of each membership year, the Association will notify the Board in writing, of the amount of the regular dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five percent (85%) of that amount.

**E. Payroll Deduction Schedule**

1. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
  - a) Ten (10) days after receipt of the aforesaid list by the Board; or
  - b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

**F. Termination of Employment**

1. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**G. Mechanics**

1. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

**H. Changes**

1. The Association, will notify the Board in writing of any changes in the list provided for in Paragraph (A) above and/or the amount of the

representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

I. New Employees

1. On or about the last day of each month, begin hiring with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

J. Hold Harmless Clause

1. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this section, provided that:
  - a) The Board gives the Association timely notice in writing of any claim, suit or other form of liability in regard to what it will seek to implement this paragraph; and
  - b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
  - c) If the Association does not exercise the right under the preceding paragraph, the Association shall reimburse the Board for reasonable attorney fees and litigation expenses incurred in connection with the defense of any lawsuit filed against the Board in connection with this Article.
2. It is expressly understood that paragraph one (1) above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's own negligence.

K. Membership Availability and Demand and Return System

1. Membership in the Association is available to all employees on equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2 (c) and 3 of the New Jersey Employer-Employee Relations Act.

## ARTICLE XII

### OTHER COMPENSATION

#### A. Use of Private Automobile

1. Employees shall not be required to transport students in their private automobiles.
2. Employees who are required to use their private automobiles for purposes other than transporting students during the school day shall be reimbursed at the IRS rate.

#### B. Recognition of Employees

1. Employees of the Wayne Board of Education as defined herein completing their services after fifteen (15) years in Wayne shall be awarded Five Hundred Dollars (\$500.00) in recognition of services rendered.
2. In each case, this amount shall be given in a lump sum to the employee at the time she/he ceases to be employed by the Wayne Public Schools.

#### C. Tuition Reimbursement and Professional Development

1. Employees hired before June 30, 2004 shall be entitled to reimbursement of tuition for up to nine (9) credit hours per year, the year being defined as July 1 through June 30 of each year for the term of this negotiated agreement. The amount of reimbursement shall be the cost of tuition only, not to exceed a maximum of nine (9) credits at \$230.00 per credit. Employees hired after June 30, 2004 will have a waiting period of three (3) years before they are entitled to reimbursement of tuition.
2. Courses taken in order to be approved must be in the field of education, or directly job related as determined by the Human Resource Office, and taken in pursuit of a teaching certification or to increase job-related skills. Courses must be completed and the employee must attain a grade of "B" or better. A grade transcript and/or a certificate of completion must be submitted by the employee to the Human Resource Specialist prior to payment.
3. All paperwork substantiating claims for tuition reimbursement shall be submitted as one package by the employee to the Human Resource Specialist. The package must include a completed tuition reimbursement application form for each course claimed, the statement of costs (bill) and original canceled check or itemized, receipted cash voucher covering the

tuition claimed in the application(s) and a transcript verifying successful course(s) completed.

4. Fully verified and completed claims by employees for course work completed between July 1 and June 30 of any year covered in the term of this negotiated agreement, may be submitted at any time prior to October 31 of the next year. Claims submitted after the October 31 cut-off date will not be honored for payment.

D. In-Service Training

1. Effective July 1, 2008, the Board shall pay paraprofessionals at their hourly rate, up to a maximum of seven (7) hours per year, when they attend Board-required in-service training.
2. On scheduled half-days designated for professional development, the district will provide opportunities for specialized training and issuance of certificates for that training. The professional development topics will be decided exclusively by the Board on issues of need to the District and directly job-related as determined by the Human Resource Office. Participation will be optional and participants shall not receive compensation for attendance. Monies associated with the provision of this professional development shall come from the pool of money available for tuition reimbursement and professional development/in-service training up to twenty-five percent (25%) of the amount of the pool.

## ARTICLE XIII

### MANAGEMENT'S RIGHTS

- A. Except as limited by existing law and the terms of the parties' collective negotiations agreement, the Board reserves to itself sole jurisdiction and authority:
1. Direct employees of the school district;
  2. 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;
  3. Relieve employees from duty because of lack of work or for other legitimate reasons;
  4. Maintain efficiency in the school district operations entrusted to them;
  5. Determine the methods, means, and personnel by which such operations are to be conducted; and
  6. Take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

#### A. Separability

1. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### B. Fully Bargained Clause

1. This Agreement incorporates the entire understanding of the parties on all matters which 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 matter which was or could have been the subject of negotiations.

#### C. Nonwaiver

1. The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

#### D. Compliance between Individual Contract and Master Contract

1. Any individual contract between the Board and an individual unit member 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, the Agreement, during its duration, shall be controlling.

#### E. Printing Agreement

1. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented at a negotiations session.

#### F. Notice

1. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement,

## ARTICLE X

### INSURANCE PROTECTION

- A. The Board and the Wayne Paraprofessionals Association agree that the insurance coverage hereinafter referred to shall be provided in the manner hereinafter set forth:
1. For purposes of all health insurance coverage, a unit member must work at least twenty-five (25) hours per week to receive benefits. Unit members employed prior to July 1, 1995 are not required to meet this condition to receive benefits. A unit member employed prior to July 1, 1995 who is RIF'd, retains benefit rights for two (2) years if reemployed, with the following exceptions:
    - a) If the unit member voluntarily leaves the District
    - b) If the unit member refuses the offer of another position within the unit.
- B. Eligible (i.e. 25 hour/week) unit members hired after July 1, 1998 shall be provided insurance coverage in the, manner hereinafter provided:
1. Beginning with the first year of employment in the district, individual employee hospitalization and medical coverage, all premiums to be paid by the Board.
  2. Beginning with the second year of employment in the district, family hospitalization and medical coverage, all premiums to be paid by the Board.
  3. Beginning with the third year of employment in the district, individual employee and family vision, and prescription coverage, all premiums to be paid by the Board.
- C. Current eligible (i.e. 25 hour/week or "grandfathered") unit members shall be provided complete family medical coverage, a dental service plan, a prescription plan and a selected optical plan.
- D. Effective July 1, 2010, each Unit Member shall be required to contribute 1.5% of his/her salary to the cost of his/her health insurance.
- E. Effective July 1, 2011, prescription drug plan shall be provided with a ten dollar (\$10.00) co-pay for mail-order prescription drugs, a ten dollar (\$10.00) co-pay for generic drugs and a twenty dollar (\$20.00) co-pay for brand name drugs for

either party shall do so by telegram or registered letter at the following addresses:

- a) If by Association, to Board at 50 Nellis Drive, Wayne, NJ 07470.
- b) If by Board, to Association at 50 Nellis Drive, Wayne, N) 07470

G. Modification

- 1. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.
- 2. The Board agrees not to negotiate with anyone other than the Association or its duly appointed negotiating representatives during the term of this Agreement.
- 3. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.



ARTICLE XV


TERMS & SIGNATURES

A. DURATION PERIOD

1. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, this Agreement is signed by the President and Secretary (and/or Chief Negotiator) of the Paraprofessional Association and the Board of Education President and Secretary (and/or on the Chief Negotiator) on the day of \_\_\_\_\_, 2011.

FOR THE BOARD

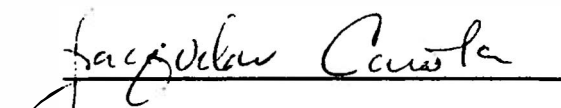
  
DONALD PAVLAK  
Board President

WITNESS:

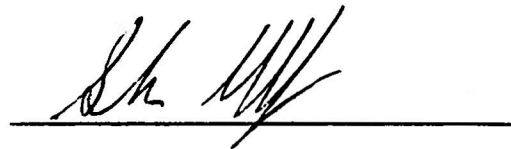
  
JUANITA A. PETTY, RSBA  
Board Secretary/Secretary Business Administrator

DATE: 8/4/11

FOR THE ASSOCIATION

  
President

WITNESS:



DATE: August 2, 2011

DELTA DENTAL PLAN OF NEW JERSEY. INC

GROUP NO 7231

UCR RATE CONCEPT

Effective 9/1/87  
Single Coverage

100% Preventive & Diagnostic  
50% Remaining Basic  
50% Prosthodontic

\$1,200 maximum per patient calendar year

\$25.00 deductible effective 1/1/84 not applied  
to Preventive & Diagnostic

Effective 9/1/87  
Family Coverage

100% Preventive & Diagnostic  
70% Remaining Basic  
50% Prosthodontic

50% Orthodontic (covered through the  
calendar year in which they attain age 23).

\$800 maximum orthodontic

\$1,200 maximum per patient calendar year  
separate from the maximum Ortho stated  
above

\$25.00 deductible, \$75.00 family aggregate not  
applied to Preventive & Diagnostic

## VISION CARE SERVICES

A. Vision Care Service is an additional covered medical expense for the services described below. The dollar amounts shown for each service are the maximum amounts that will be considered as a Covered Medical expense. Effective July 1, 1998, there shall be a cap on the maximum aggregate reimbursement benefit available each year for all Vision Care services contemplated under this Addendum of \$110.00 per person and \$220.00 for a family. The Deductible, and the percentage payable by Blue Cross and Blue Shield of New Jersey, as indicated in the schedule of Major Medical benefits will be applied against these dollar amounts before payment is made to you.

1. A comprehensive medical eye examination by a licensed physician, including prescription of medical and lenses, diagnosis and treatment programs and verification of lenses as needed.
2. A vision survey and analysis performed by an optometrist acting within the scope of his license, including prescription of lenses as needed.
3. Lenses and frames (including services for fitting and adjustment); and also contract lenses but only if medically required.

B. VISION CARE BENEFITS WILL NOT BE PROVIDED FOR:

1. Service required by an employer as a condition of employment or rendered through a medical department, clinic, or other similar services provided or maintained by an employer;
2. Contact lenses for cosmetic, convenience or any other purpose, except if medically necessary in lieu of regular frames and lenses;
3. Sunglasses, even by prescription;
4. The replacement of frames within the 24 months or the replacement of lenses within the 12 months from the date of purchase if benefits for such purchase were provided under the Program.
5. Coverage will not include care of lenses and frames prescribed prior to the effective date of coverage under this Program or for services rendered after the date coverage ends, but lenses and frames ordered prior to such termination and delivered within 31 days from such date will be covered.

## APPENDIX A

### HOURLY RATE 2010-2011

Step	Salary
1	15.23
2-3	15.33
4-5	15.43
6-7	15.89
8	16.37
9	16.96
10	17.65
11	18.44

### 2011-2012

Step	Salary
1-2	15.66
3-4	15.76
5-6	15.86
7-8	16.29
8-9	16.77
10	17.28
11	17.89
12	18.60

### 2012-2013

Step	Salary
1-3	16.09
4-5	16.21
6-7	16.34
8-9	16.71
9-10	17.13
11	17.58
12	18.13
13	18.78

APPENDIX B

SALARY GUIDE ADVANCEMENT CHART

<b>2009-10</b>		<b>2010-11</b>		<b>2011-12</b>		<b>2012-13</b>
1	→	1	→	1-2	→	1-3
2-3	→	2-3	→	3-4	→	4-5
4-5	→	4-5	→	5-6	→	6-7
6-7	→	6-7	→	7-8	→	8-9
8	→	8	→	8-9	→	9-10
9	→	9	→	10	→	11
10	→	10	→	11	→	12
11	→	11	→	12	→	13