

AN AGREEMENT
Between
THE BUTLER BOARD OF EDUCATION
And
THE BUTLER PARAPROFESSIONALS ASSOCIATION

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July 1, 2013 to June 30, 2016

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
BUTLER BOARD OF EDUCATION AND BUTLER PARAPROFESSIONALS ASSOCIATION

The Agreement entered into this 22nd day of July, 2013 by and between the Butler Board of Education, hereinafter called the "Board," and the Butler Paraprofessionals Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and Association have an obligation, pursuant to NJSA 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full and part time paraprofessionals/instructional aides, and library clerk whether under contract, on leave, employed or to be employed by the Board, but shall exclude all individuals solely employed as lunchroom and/or playground aides in the District.

B. Definitions

1. Unless otherwise indicated, the term "employee," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
2. The term "he" shall refer to both males and females.
3. The term "spouse" shall refer to married partners and civil union partners.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties.

ARTICLE III
GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
2. The term "grievant" shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. A "party in interest" shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. **Level One** – The grievant shall first discuss the grievance, within 10 school days of the challenged event, with his immediate supervisor, either directly or with the Association's designated representative, with the objective of resolving the matter informally.
2. **Level Two** – If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 10 school days after the discussion at Level One or 15 school days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Superintendent of Schools.
3. **Level Three** – If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 10 school days after a discussion with the Superintendent or 15 school days after the grievance was delivered to the Superintendent, whichever is sooner, the grievance will be submitted to the Board. The Board shall render a decision within 10 school days following the second Board meeting following receipt of the grievance at Level Three.
4. **Level Four** - If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 10 school days after a discussion with the Board or 15 school days after the second Board Meeting following delivery of the grievance to the Board Secretary, the association may submit the grievance to advisory arbitration by filing a request with the Public Employment Relations Commission and the rules of such agency shall apply. The costs of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Reprisals

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be school days.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

3. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes. Failure to transmit a written decision within the specified timeframe shall be deemed a denial of the grievance.

F. Representation

Grievances shall only be presented by the Association, through this grievance procedure. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit the grievance in writing directly to the Superintendent and the processing of such grievance shall commence at Level Two.

ARTICLE IV

EMPLOYMENT PROCEDURES

A. Association Notification

1. The Superintendent shall notify the Association in writing of the name, address and salary for each new employee within 30 calendar days of hire.

B. Notification of Contract and Salary

1. To the extent known, employees who have indicated interest in returning will be advised of their employment status for the next school year by the Board in writing by May 15. Employees shall also be advised of their assignment, responsibilities, and duties by August 1.

C. Termination

1. Any employee resigning from his/her position shall give 30 calendar days' notice, but may, upon request, be released prior to the expiration of that time period. Employees shall be given 30 calendar days' notice of termination of employment by the Board.

D. Non-renewal- The Board shall provide notice of non-renewal by May 15th.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

Pursuant to NJSA 34:13A-1 *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 *et seq.*, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE VI

ASSOCIATION RIGHTS

A. Information to Association – Upon request, the Board shall provide the Association with all information including but not limited

to budgetary, financial, and personnel records that the Association has determined are necessary to negotiate and enforce the collective bargaining agreement.

B. Use of School Buildings

Upon reasonable notice, the Association or its designees shall have the right to use a school building for Association business provided that it does not interfere or interrupt school operations.

C. Mail Facilities, Mail Boxes and Electronic Mail — The Association shall have the right to use the school mailboxes and the district's internal mail (...including e-mail...) delivery system.

ARTICLE VII

SENIORITY

A. Seniority - Seniority shall be defined as continuous service in the District without regard to time in a bargaining unit.

B. Reduction in Force - In the event of a reduction in force, when all other factors are equal (e.g., teaching certification, highly qualified status, specialized skills, etc.), seniority shall be the deciding factor.

ARTICLE VIII

JOB POSTING PROCEDURES

All unit vacancies and positions for the following school year shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A notice shall be posted at each worksite and on the employer's web site as far in advance as practicable, but no less than 10 calendar days before the final date when applications must be submitted. A copy of said notice shall be given to the Association
2. Employees who desire to apply for such vacancies and positions shall submit their applications in writing to the Superintendent designee within the time limit specified in the notice.
3. The qualifications for any position, its duties, hours per day (or week if applicable), and the rate of compensation shall be clearly set forth.

ARTICLE IX

PERSONNEL FILE

A. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

B. All employees have the right, upon request, to review the contents of his personnel file and to receive copies at employee expense of any documents contained therein. Employees are entitled to have a Representative(s) of the Association accompany them during such review. Employees have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain. The Superintendent decides what documents and/or materials are disposed, if any.

ARTICLE X

SICK LEAVE

All ten- (10) month employees shall be entitled to 10 sick leave days each school year as of the first workday of said school year. The length of the sick day shall be the same as the employee's regular work day.

- B. All unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. All employees shall be given a written accounting of accumulated sick leave days upon request.
- D. Each employee who retires after completion of 15 or more years of service in the District shall be reimbursed for accumulated unused sick days at the rate of one (1) day for each five (5) days of unused sick time up to \$3,000 per employee. Reimbursement will be paid at the employee's hourly rate at the time of retirement. Notice of intent to retire shall be given to the Board 12 months in advance, or reimbursement may be delayed for one fiscal year.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:
 - B. Time off with pay shall be granted for appearances in any legal proceeding connected with the employee's employment and jury duty, if required by law to attend. In order to receive pay for days spent on jury duty, employees must endorse any checks from the court to the Butler Board of Education.
 - C. Employees may be absent from school without loss of pay for the days school is in session during the seven (7) calendar day period immediately following the death of a member of the immediate family (parent, step-parent, child, step-child, grandparent, grandchild, sister, brother, spouse, civil union partner or any other member of the household living with the employee as a permanent member of the home.) An employee may be absent from school without loss of pay for the days school is in session during a three (3) calendar day period immediately following the death of his/her present mother-in-law, father-in-law, brother-in-law or sister-in-law. The length of bereavement days shall be the same as the employee's regular work day.
 - D. In addition to the leaves granted above and in other articles of this Agreement, each employee is entitled to two (2) days personal leave days per year. The length of the personal day shall be the same as the employee's regular work day. Unused personal days shall accumulate as sick days.

ARTICLE XII

INSURANCE PROTECTION

- A. Employees shall receive workers' compensation and unemployment benefits as provided by law.
- B. Effective July 1, 2010, employees working 32 hours or more per week will receive employee-only hospitalization and medical benefits in the POS Program, employee-only dental benefits and employee-only prescription coverage benefits, subject to statutory employee contributions towards such health benefits. An eligible employee may elect to discontinue their benefit coverage(s) and receive reimbursement equal to 25% of the single premium cost for the eligible program being discontinued. Employees electing to discontinue some but not all of eligible coverages offered through the Board's programs are still subject to the statutory contributions. Reimbursement for discontinuance shall be payable in two (2) payments, one in December and one in June. The medical discontinuance option is only available to the first 10% of the District employees who elect this option. If discontinuance of benefits is for less than one year, the reimbursement will be prorated. This applies to medical, prescription, and dental coverage. Reenrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.
- C. Effective January 1, 2014, employees working 30 hours or more per week, but less than 32 hours per week, shall be eligible for employee-only hospitalization and medical benefits through the lowest-cost plan provided under the Board's group program(s), subject to an employee contribution equal to the individual premium cost. An IRS Section 125 plan shall be available so employees can make the contributions with pre-tax dollars. Contributions shall be made through payroll deduction. Employees who are eligible for single benefit coverage as outlined above will be allowed to purchase coverage for eligible dependents.
- D. Employees who are eligible for single benefit coverage as outlined above will be allowed to purchase coverage for eligible family members who are enrolled in and covered under the Board benefit programs as of June 1, 2009.

ARTICLE XIII

WORK YEAR

A. Employees shall follow the student school year.

B. Employees shall be paid in 20 equal installments.

C. In the event a student who is assigned to an employee is absent, the employee will be re-assigned by the Building Principal or designee and will work his/her regular day.

D. In the event there is an emergency school closing, employees shall be dismissed after students clear and with approval of the Central Office.

E. Employees assigned to lunch, playground, classroom and/or office coverage as part of their assignment as a paraprofessional shall be paid their regular rate of pay for such coverage.

ARTICLE XIV

SALARY

A. **Salary.** Paraprofessionals shall be paid for no more than 5 hours and 55 minutes per day without Board approval. At ADS, the normal work day is 8:00 a.m. to 2:25 p.m. with a 30-minute unpaid lunch. At RBS, the work day is 8:15 a.m. to 2:40 p.m. with a 30-minute unpaid lunch. At the High School, the workday is 8:10 a.m. to 2:45 p.m. with a 40-minute unpaid lunch. Employees shall be paid according to the annual salary guide(s) attached as Schedule A hereto.

B. **Longevity.** An annual longevity payment of \$450.00 will be made to those full-time employees (pro-rated for employees working a partial year) who have completed 15 years of service in the District.

C. **Stipends.** The following stipends will be paid to full-time employees (prorated for employees working a partial year) who meet the qualifications as determined by the Superintendent of Schools: County Substitute Certificate and 60 college credits: \$750.00; County Substitute Certificate (education certification suffices) and also a college degree: \$1,000.00; recognized specialized skill: \$500.00.

Perfect Attendance. Paraprofessionals who use zero (0) sick days and zero (0) personal days in the school year (excluding bereavement leave) shall receive a \$500.00 payment for the school year.

ARTICLE XV

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees' dues for Butler Paraprofessionals Association, the Morris County Council Education Association, the New Jersey Education Association, and the National Education Association 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 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

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.

ARTICLE XVI

REPRESENTATION FEE

Purpose of Fee – If an employee does not become a member of the Association during any membership year (*i.e.*, September 1 to 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.

B. Amount of Fee/Notification – At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.

C. Notification – Deduction and Transmission of Fee — On or about October of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

D. Payroll Deduction Schedule — The Board will deduct from the salaries of the employees referred to in Article XV the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

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

F. Changes — The Association will notify the Board in writing of any changes in the list provided for in Paragraph C above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 calendar days after the Board received said notice.

G. New Employees — On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 calendar day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to 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.

D. Any individual contract or annual salary between the Board and an individual, theretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

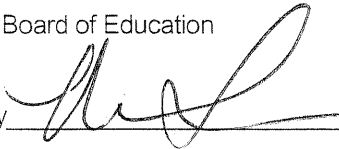
E. Copies of this Agreement shall be printed at the expense of the parties after agreement with the Association within 90 calendar days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

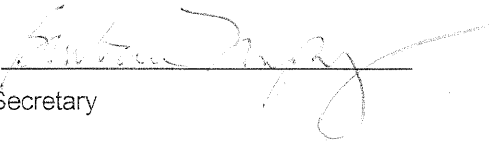
ARTICLE XVIII
DURATION OF AGREEMENT

This Agreement shall be implemented for the period of July 1, 2013 to June 30, 2016.

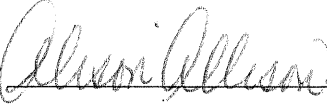
In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

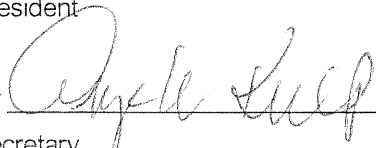
Board of Education

By 
President

By 
Secretary

Association

By 
President

By 
Secretary

SCHEDULE A- ANNUAL SALARIES

<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
\$13,400	\$13,400	\$13,400

Off Guide Annual Salaries:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
Morgese:	\$15,576	\$15,887	\$16,205
Donnard:	\$15,690	\$16,003	\$16,323
Burke:	\$15,108	\$15,410	\$15,718
Beck:	\$14,236	\$14,521	\$14,811
Capo:	\$14,236	\$14,521	\$14,811
Nestico:	\$13,656	\$13,929	\$14,207