

CONTRACT AGREEMENT

Between The

THE JERSEY CITY SCHOOL DISTRICT

AND

**THE PARA PROFESSIONALS ASSOCIATION
AN AFFILIATED BODY OF
THE JERSEY CITY EDUCATION
ASSOCIATION**

Covering the period

July 1, ~~2019~~2017

to

June 30, ~~2023~~2019

Jersey City Para-Professional Association

1600 John F. Kennedy Blvd, Suite A
Jersey City, New Jersey 07305
(201) 435-6600

JCPPA Executive Officers

PRESIDENT
Keith Olkewicz

FRIST VICE PRESIDENT
Gilbert Moore

SECOND VICE PRESIDENT
Christine Diaz

THIRD VICE PRESIDENT
Samantha Pelletreau

TREASURER
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Charles Dux, PS#15
Ellen Glover, PS#15
Felicia Glover, PS#8
Nance Harris, Regional Day School
Eyvonne Melvin, PS#11
Ativica Nance, PS#26
Vanessa Rivera, MS#40
Jennifer Santana, MS#7
Rachel Blue, Danforth Early Childhood Center (PS#16 Annex)

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ARTICLE 1 RECOGNITION

The School District hereby recognizes the Jersey City Para Professionals Association as the exclusive and sole bargaining representative for the following titles:

Teacher Aides

Community Aides

Basic Skills Aides

Library Aides

Bilingual Aides

Teacher Aides – handicapped program

Preschool Aides

Teacher Aides/Community Aides

Senior Community Aides

Computer Lab Monitors

Coordinator of Volunteers

All those not explicitly enumerated in this Article are excluded from the bargaining unit.

ARTICLE 2 DEDUCTIONS FROM SALARY

2-1 The School District agrees to deduct the monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1968, N.J.S.A. 52:14-15.9. The amounts to be deducted shall be certified by the Treasurer of the Association, and the aggregate deductions of employees shall be remitted together with an itemized statement, to the treasurer by the fifteenth (15th) of the following month, after such deductions are made.

2-2 If, during the life of the Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the School District written

notice forty-five days prior to the effective date of such change. It is understood that the only obligation of the School District shall be as noted in this Article.

- 2-3 The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent of the School District or his/her designee. The Association shall indemnify, defend and save the school district harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the School District in reliance upon the salary deductions authorization card submitted by the association to the School District.
- 2-4 The Association reserves the right and the School District has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the Association.
- 2-5 The Association agrees to indemnify and hold harmless the Employer from any causes of actions, claims, loss of damages incurred as a result of this clause.

ARTICLE 3 ASSOCIATION REPRESENTATIVES

The School District shall recognize and deal with those Association representatives and grievance committee members designated by the Association through its internal process in each Department and Division of Employment. Such Association representatives and grievance committee members are limited to one (1) for each grievance, unless otherwise noted in Article 5. Grievance representatives shall suffer no loss of regular pay for authorized time spent in processing grievances.

ARTICLE 4 SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES

The School District on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the Law and Constitution of the State of New Jersey and the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the Law.

**ARTICLE 5
INDIVIDUAL
GRIEVANCE PROCEDURE**

5-1 Purpose:

To promote to the highest possible degree of harmonious employer/employee relations, it is essential that procedures to resolve grievances be established.

5-2 Definition:

An "aggrieved person" is the employee or employees or the Association making the claim.

An "employee" shall be taken to include all members of the bargaining unit.

A "grievance" is a claim by an employee or the Association, based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions and practices affecting an employee's terms and conditions of employment.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible.

5-3 Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.

5-4 Procedure:

Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

5-4.1 **STEP I:** Any employee who has a grievance shall first advise his/her principal (or immediate superior or department head, if applicable) in writing of its existence. The writing shall indicate that Step I of the grievance procedure has been initiated. The principal shall meet with the employee within three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his/her decision to the employee.

STEP IA: Should discussion at this level result in an unsatisfactory resolution; the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7)

calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.

- 5-4.2 **STEP II:** If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP I above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee in further discussion of his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate; one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the Superintendent.
- 5-4.3 **STEP III:** If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the Superintendent or his/her designee in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The Superintendent or his/her designee shall confer with the parties concerned, within four (4) calendar days. The Superintendent or his/her designee shall then, within six (6) school days, render their decision. A written statement of this decision, and all supporting reasons shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.
- 5-4.4 **STEP IV:** If the JCEA is not satisfied with the disposition of the grievance at STEP III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP III.
- 5-4.5 The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. In addition, the arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be borne equally.

- 5-5 A grievance to be considered under this provision must be instituted by an aggrieved employee fifteen (15) school days from the time the employee knew or should have known of its occurrence. Only a timely grievance can proceed through the grievance process.
- 5-5.1 If the JCEA grievance evaluation team finds a grievance without merit, the employee will retain all rights and remedies available under contract and law.
- 5-5.2 Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.
- 5-5.3 In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
- 5-5.4 Time limits shall only be extended upon mutual agreement and must be memorialized in writing.
- 5-5.5 In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in STEP II, the JCEA may proceed directly to STEP III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.
- 5-6 The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures, and contractual agreements, which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.
- 5-7 If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of teacher aides, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one school, the grievance will start at Step II.
- 5-8 No meetings or hearings under this procedure shall be conducted in public unless requested by the employee and shall include only such parties in interest and their designated or selected representatives.

ARTICLE 6 EMPLOYEE RIGHTS

- 6.1 Pursuant to Chapter 123, Public Laws of 1974, the School District hereby agrees that every employee of the School District shall have the right freely to 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 School District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Laws of 1974, 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 institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 6-2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 6-3 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth or the applicable rules and regulations of the Civil Service Commission.
- 6-4 Whenever any teacher aide is required to appear before the Superintendent or School District, concerning any matter, which could adversely affect the continuation of that teacher aide in office, position or employment or the salary or any increments pertaining thereto, then that teacher aide shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher aide during such meeting or interview.

ARTICLE 7 ASSOCIATION RIGHTS AND PRIVILEGES

- 7-1 The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission in accordance with the rules of the School District shall be followed.
- 7-2 The Association shall have the right to hold membership meetings at 8:00 a.m. until 8:25 a.m. at each school in the district. Only those employees not assigned

PREAMBLE

The Agreement is made and entered into on this ____ day of _____ 2018, by and between the School District of the City of Jersey City, (hereinafter referred to as the "School District") and the JERSEY CITY PARA PROFESSIONALS ASSOCIATION, (hereinafter referred to as the "Association").

during the time that the meeting is scheduled shall be permitted to attend. Meetings must be prescheduled with the building principal and will be held on an as needed basis, but not more than one (1) meeting per month.

- 7-3 The Association shall have the right to distribute materials dealing with the proper and legitimate business of the Association. The principal and/or his/her designee shall be notified prior to the distribution of such materials.
- 7-4 Two (2) employees to be selected by the Association shall be entitled to time off for attendance at Association conventions. The amount of time off for all employees shall not exceed a total of six (6) working days.
- 7-5 In the event there is no Association Representative in any work location an authorized Representative from another work location may be designated the authorized representative of the Association by a letter of authorization signed by the President of the Association to carry out all duties and responsibilities of the Association representative as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.
- 7-6 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.
- 7-7 Upon request, the President of the Association shall receive the names, addresses, and salaries of teacher aides as hired and shall also be notified of termination.
- 7-8 Upon request, the Association shall receive the most up-to-date list of names and work locations of each member of the bargaining unit.
- 7-9 ~~The President of the PPA shall be given three (3) days off per week to attend to Association business (Mon., Wed., and Fri.).~~ The elected President of the Para Professional Association – JCEA will be assigned a full time, 5 day week release. The full time release position will be assigned a space out of the JCEA office in Jersey City for the purposes of coordination with the District Administration with respect to ongoing Labor issues, planning, development including grievances et al. There will be no home office / home school assignment for the PPA President.

ARTICLE 8 NUMBER OF DAYS AND HOURS OF EMPLOYMENT

- 8-1 **WORK YEAR:** Members of this bargaining unit shall work the same days as the teachers. Teacher aides shall be required to work one-hundred eighty-six (186) days.

All new teacher aides shall be required to work one hundred eighty-eight (188) days.

- 8-2 **WORK DAY:** Members of this bargaining unit shall work the same hours as the teachers. It is agreed that teacher aides shall report to and leave their assignments according to the following schedule:

High Schools 8:00 a.m. - 3:10 p.m.
Elementary Schools 8:00 a.m. - 2:55 p.m.

- 8-3: A Para-Professional shall not transport Breakfast and/or Lunch to and from the cafeteria to the classroom.

Teacher aides have one 15 minute break in the morning and one 15 minutes break in the afternoon scheduled by the classroom teacher at the teacher's discretion. Teacher aides shall not have a preparation period.

PARA

ARTICLE 9 ATTENDANCE INCENTIVE PLAN

Any teacher aide who has no absences from September 1st to June 30th shall receive a \$500 bonus. The bonus will be split in two parts, \$250 each semester for teacher aides who achieve perfect attendance during the semester. The first semester is September to January 31st; the second, February 1st through June 30th. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE 10 SICK LEAVE

- 10-1 Every teacher aide shall be credited with fourteen (14) days of accumulative sick leave annually. Three (3) non-statutory sick leave days may be used as family illness leave.

A. Permissive Sick Leave: If an employee is already on or eligible for an approved medical leave and exhausts all personal illness days, the employee may apply in writing to the Human Resources Department for permissive sick leave. Human Resources and the Superintendent will review the request. Said leave will only be granted with the approval of the Board of Education.

The maximum time allotted for permissive sick leave is equal to one day for each year that the employee has completed with the District. It can be used once in a school year and twice in a career.

If an employee has not used his/her entire permissive leave in a school year, he/she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year. Said leave will only be granted upon the recommendation of the Superintendent and approval of the Board of Education.

- B. Extended Leaves of Absence: The Board of Education, in its sole discretion, may approve additional absences beyond those granted in Article A. These extended leaves may only be granted in cases of long and extended illnesses, which is serious in nature. The decision of the Board may not be subject to arbitration.

Eligibility

Employees with 1 to 10 years – 40 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

Employees with 10 or more years – 80 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

- 10-2 Requests for permissive leave and extended leaves should be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.
- 10-3 To be eligible for benefits while on an extended leave of absence, a teacher aide must meet the requirements of section 10-1 and 10-2.
- 10-4 Salary payment shall be discontinued in case of absence in any one (1) school year, which exceeds that enumerated in the preceding paragraphs.
- 10-5 The procedure to be followed for illness requiring a leave of absence is as follows:
1. Employees who are absent five (5) consecutive school days must submit a leave form. Leave forms will be distributed to all employees at the beginning of the school year, will be readily available in the administrative office of the school, and will be accessible on the District website. The employee may download the leave form from the District's website. The leave form must be completed and signed by the employee's physician and the employee and sent to the Office of Human Resources medical department by Certified Mail/Return Receipt Requested or via email by the fourth (4th) working day after the fifth (5th) consecutive day of absence. Leave forms can also be mailed to the employee upon request and mailed to the Office of Human Resources.
 2. If completed personal illness leave of absence form is not received within the nine (9) working days period, then the Department of Human

Resources will send a certified letter indicating failure to comply.

3. If no response to the letter is received within five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.
- 10-6 Deductions for absences of teacher aide aides in the Jersey City School System on days when the schools are open for less than a normal full day session shall be computed on the basis of the actual number of hours lost by such teacher aides while school was in session
- 10-7 Employees who exhaust sick leave shall be entitled to a 60 day grace period for Board paid hospitalization after exhausting of sick leave provided that the employee had neither sold back days during the preceding ten (10) years and was in good standing at the time of exhaustion.
- 10-8 The teacher aide shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

ARTICLE 11 ACCUMULATED SICK LEAVE INCENTIVE PLAN

- 11-1 The teacher aide, upon resignation after four (4) years of regular appointed service or upon retirement shall receive a lump sum payment equivalent to one-half (1/2) of the current per diem pay for each unused day accumulated in his/her personal illness leave bank after July 1, 1978. In the event of death before retirement, the teacher aide's estate shall receive the lump sum payment described herein. Employees hired after May 21, 2010, shall be paid for accumulated unused sick leave in an amount not to exceed \$15,000 upon retirement. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based upon leave credited on the date of retirement.
- 11-2 Any teacher aide who was hired prior to September 1, 2015 and who has at least one (1) year service shall have the option of trading in one-half (1/2) of those days that he/she has accumulated after September 1, 1979, at a rate equal to one-half (1/2) the prevailing current per diem pay. Those employees hired after September 1, 2015 shall not be eligible to trade in these days.

ARTICLE 12 OTHER ABSENCE

- 12-1 **ABSENCE FOR DEATH IN FAMILY:** In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of a teacher aide,

the teacher aide shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the teacher aide shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

- 12-2 **ABSENCE FOR DEATH OF RELATIVE:** In case of the death of a relative not included in the above section, a teacher aide shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of "relative" in this section shall include the following: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), son-in-law, daughter-in-law.
- 12-3 **ABSENCE BY REASON OF QUARANTINE:** Pursuant to N.J.S.A. 26:4-1 (et seq.) and in the event schools are closed as a result, or in the event a teaching staff member is officially quarantined by action of State, County or City Health Office, no member of this bargaining unit shall suffer loss of pay provided further that the Superintendent retains the right to schedule make-up days in the event of closing of any or all of the District's schools.
- 12-4 **ABSENCE BY REASON OF COURT ORDER:** A teacher aide absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the teacher aide's employment with the District and further is not the result of any action by the District against the teacher aide, nor the result of any law suit brought by the teacher aide against the District. Provided further that a teacher aide shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher aide appearing as a witness to a felony in a criminal proceeding provided the teacher aide is not a defendant. Provided further the teacher aide shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of a teacher aide appearing as a witness in a civil proceeding in which the teacher aide is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the teacher aide has no interest, direct or indirect, in the outcome of the litigation. Provided further that said teacher aide is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her principal or department head and the absence is approved by the Board of Education.
- 12-5 **REPORT OF ABSENCE:** A teacher aide who is absent from duty because of personal illness, death in the family, quarantine, or compliance with the requirements of a court order shall notify the principal as early as possible, and such notification shall be given in advance where possible. A teacher aide who is

absent from duty for any other reason shall first secure permission from the Superintendent through the principal.

- 12-6 **LEAVE OF ABSENCE FOR MILITARY SERVICE:** A permanent or full-time temporary officer or employee of the school district who is a member of the organized militia of New Jersey (New Jersey National Guard, New Jersey Naval Militia Joint Command) shall be entitled, in addition to pay received, if any, to a leave of absence without loss of pay or time on all days in which he/she is engaged in any period of State or Federal active duty. The leave of absence for Federal active duty or active duty for training shall not exceed ninety work days in the aggregate in any calendar year. A permanent or full-time temporary officer or employee who has served less than one year in the district shall receive this leave without pay, but without loss of time. This paid leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence for such duty in excess of ninety workdays shall be without pay, but without loss of time.

*Same as
Teacher
Language*

- 12-7 A permanent or full-time temporary officer or employee of the school district who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, to a leave of absence without loss of pay or time on all work days he/she shall be engaged in any period of active duty, provided such leave of absence shall not exceed thirty work days in any calendar year. A permanent or full-time temporary officer or employee who has served less than one year in the district shall receive this leave without pay, but without loss of time. This paid leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence for such duty in excess of thirty workdays shall be without pay, but without loss of time.

*Text
Article 35*

- 12-8 Military leave with pay is not authorized for Inactive Duty Training (IDT) as defined in N.J.A.C. 5A:2-2.1. The district will provide benefits and rights for staff on military leave as required by Federal and State laws.
- 12-9 Pursuant to N.J.S.A. 52:13H-2.1, in accordance with the provisions of Article VIII, Section II, paragraph 5 of the New Jersey Constitution, upon application by the district to the State Treasury and approval of the application by the Director of the Division of Budget and Accounting, reimbursement shall be made by the State of New Jersey for any costs incurred as a result of the provisions of P.L. 2001, Chapter 351.

ARTICLE 13 MATERNITY LEAVE

- 13-1 **LEAVE OF ABSENCE FOR MATERNITY:** Any regularly appointed member of the Teacher-Aide staff who is pregnant shall file, with the Superintendent, not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive, upon the recommendation of the Superintendent to the Board of Education, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.
- 13-2 Any teacher aide who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1): additional leave for maternity. Such leave must be approved by the Board of Education;
- 13-3 Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration. Such leave must be approved by the Board of Education.
- 13-4 The Superintendent, for proper cause and upon application of the teacher aide, may recommend to the Board the termination of the leave prior to its proper date of termination.
- 13-5 Any teacher aide not regularly appointed who becomes pregnant shall so notify the Superintendent, in writing, not later than three (3) months before the expected birth of the child, and her services shall be terminated, forty-five (45) days hence, until her return to service may be approved by the human Resources Department.
- 13-6 **ILLNESS AS A RESULT OF PREGNANCY:** Should any teacher aide, absent on maternity leave, develop an illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the Human Resources Department of the School District and/or Superintendent, and subject to the approval of the Board of Education, until she has recovered from such illness.
- 13-7 Any teacher aide adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon s/her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE 14 LEAVE OF ABSENCE

Leave of absence without pay, not to exceed six (6) months, may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrary or unreasonably withheld and shall be granted at the sole discretion of the Board of Education

ARTICLE 15 OTHER LEAVE

- 15-1 All employees shall be entitled to three (3) personal business days per year without loss of pay. The personal business days shall not be cumulative. Unused personal business days shall be transferred to the sick leave bank and when transferred to the sick leave bank treated as sick days in all aspects, including the accumulated sick leave plan (see Article 11.2).
- 15-2 One who requests a personal business day shall submit his/her request on the form prescribed, to the Department Head in time to allow the request to reach the Office of the Superintendent three (3) days prior to the day of leave.
- 15-3 Except in the case of personal emergency, personal business leave days may not be taken on:
- a. The first or last week of the school year.
 - b. The day before or after a school holiday.
 - c. The day prior to or immediately following a vacation period within the school year.
- 15-4 Leave of Absence for study – a leave of absence for the purpose of study shall be granted at the discretion of the Superintendent to any member of the teacher aide staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least three (3) years.
- 15-5 Teacher aide to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.
- 15-6 Teacher-Aides who were hired prior to September 1, 2015 shall be granted one (1) Terminal Leave day for each year of service upon retiring. Those employees hired after September 1, 2015 shall not be eligible for these days.

ARTICLE 16 DISCIPLINE

- 16-1 Disciplinary action or measures shall include only the following:
- a. Written reprimand.
 - b. Suspension (Notice to be given in writing).
 - c. Discharge

- 16-2 Disciplinary action may be imposed upon an employee only for just cause. Any minor disciplinary action or measure imposed upon an employee shall be subject to the regular grievance procedure. Major discipline shall be subject to the applicable rules and regulations of the New Jersey Department of Personnel.
- 16-3 If the employer has reason to orally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 17 DISCHARGE

The District shall follow the applicable Civil Service Commission Rules and Regulations with respect to discharge.

ARTICLE 18 SENIORITY

Seniority is defined as an employee's total length of service with the employer in his/her job classification, beginning with his/her date of hire. The District shall follow New Jersey Department of Personnel Rules and Regulations with respect to seniority.

ARTICLE 19 SAFETY AND HEALTH

Whenever practicable, the employer shall at times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to assure their safety and health. The School District and the Association mutually agree that teacher aides shall not be required to work under unsafe or hazardous conditions. Any such conditions must be reported at once for correction to the Principal or other responsible authority.

The School District shall reimburse teacher aides for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher aide while the teacher aide was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE 20 EQUAL TREATMENT

The School District agrees that there will be no discrimination or favoritism for reason of sex, age, nationality, race, religion, marital status, political affiliation, association membership, or association activities.

ARTICLE 21 BULLETIN BOARDS

Bulletin boards will be allowed by the employer at each of the work locations for the use of the Association for the purpose of posting Association announcements and other information of non-controversial nature. The authorized representative of the Association shall be the sole person empowered to post materials on such boards.

ARTICLE 22 STAFF MEETING

- 22-1 Principals of individual schools or other duly authorized personnel shall establish a schedule in September for all teacher aide meetings during the school year, but the principal may thereafter modify the schedule as necessary. In the event that the schedule is modified, the teacher aides shall be notified at least two (2) days in advance of the rescheduled meeting date, except in emergencies; and in all instances, an agenda will be provided prior to the meeting.
- 22-2 The School District and the Association recognize that meetings requiring attendance of the teacher aides of a building after regular school hours may be called to conduct any professional activities which do not involve pupil contact and for which there shall be no additional compensation.
- 22-3 All staff shall have eight (8) faculty meetings per school year, but no more than one (1) in any given month except in cases of emergency, and, normally, such meetings shall not exceed forty-five (45) minutes. If, in the judgment of the principal it is necessary to hold any additional meetings, the Association representative will be notified, under normal circumstances, two (2) days in advance and in all circumstances, in advance. The building principal may exercise the flexibility to call meetings during the lunch period.

ARTICLE 23 REQUIREMENTS FOR AN AIDE

- 23-1 If it is determined that a class requires, by law, the services of an aide due to enrollment numbers, the District has twenty-eight (28) days from September 15th to provide said aide.
- 23-2 The District will establish a pool of aides to provide the coverage outlined above as well as substitutes for absent aides.

(Subject to be changed as per New Language Agreement)

ARTICLE 24 HEALTH INSURANCE

- 24-1 The School District shall make available to teacher aides individual coverage under the School Employees Health Benefits Plan.

24-2 The School District shall provide the health-care insurance protection designed below.

24-3 The School District shall make available health insurance coverage to bargaining unit members through the School Employees Health Benefit Plan ("SEHBP"). Beginning July 1, 2018, NJ Direct 15 shall become the base plan for all employees. Employees may buy up to NJ Direct 10 by paying the full difference of premium between NJ Direct 10 and NJ Direct 15 plans at their expense. Employees buying up to NJ Direct 10 must notify the District of their intention to do so in accordance with the plan terms. Employees buying up shall not be charged any additional Chapter 78 premium deductions on the amount of premium that exceeds the cost of the base plan. Employees shall contribute an amount established by P.L. 2011, Chapter 78 towards payment of premium. The obligation of employees to contribute towards their medical insurance cost shall be effective upon their employment with the Board.

Should P.L. 2011, Chapter 78 be repealed or sunset during the terms of this Agreement, the Association will agree to comport with current statute. Deduction percentages for employees shall be frozen at the August 31, 2017 rates through June 30, 2018. Thereafter, beginning July 1, 2018, employees will pay the deduction percentages under the current statute.

Beginning July 1, 2018, employees who are enrolled in the medical plan shall receive a stipend for the paraprofessionals' roster as agreed to on April 12, 2018:

- Family 2.25% of pensionable salary
- Parent/Child 2.00% of pensionable salary
- Two Adults 2.00% of pensionable salary
- Single 1.75% of pensionable salary

Stipends shall be paid twice. The period covering July 1st through December 31 shall be paid on or about December 16th. The period covering January 1st through June 30th shall be paid on or about June 16th. Employees enrolled in the medical plan for only a portion of the time period listed shall have their stipends prorated accordingly. Employees not enrolled in the medical plan shall not be eligible for the stipends listed above. The stipends listed above shall be discontinued on June 30, 2019. All reviews regarding the cost outs of medical changes shall be completed by March 29, 2018.

24-4 For each teacher aide who remains in the employ of the School District for the full year, the School District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary,

premium on behalf of the teacher aides shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

24-5 Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the School District and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits.
- c. Laboratory fees, diagnostic expense, and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major medical coverage.

24-6 A complete family dental plan will be provided.

24-7 The prescription drug benefit will have copayments of:

30 day supply

\$10 generic
\$15 preferred
name brand
\$30 non-preferred
name brand

90 Day Mail Order

\$15 generic
\$25 preferred
name brand
\$55 non-preferred
name brand

The Board shall have the right to revert to the School Employees Health Benefit Plan prescription drug card in future years if the premium cost to the Jersey City Public Schools is less than the premium cost of the prescription drug card plan.

24-8 Family optical plan shall be provided by the School District.

24-9 A Flex Spending Plan will be available.

24-10 If the employee experiences a change in life status, the employee can return to the insurance plan provided by the Jersey City Public Schools on the first day of the month after the employee informs the administration of the change in status.

24-11 The School District shall provide to each teacher aide a description of the health-care coverage provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE 25
SALARIES, GUIDES
See Exhibit 1

- 25-1 Effective September 1, 201~~95~~⁹⁸, all hours worked beyond the normal work week but less than 40 hours in a week shall be paid at the rate of \$1~~56~~⁵⁷.00 per hour, ~~and \$17.00 per hour effective September 1, 2016. If the State of New Jersey rate changes it may apply to this contract Agreement.~~
- 25-2 Teacher aides shall be paid ~~fifteenseventeen~~ dollars (\$1~~57~~⁵⁸.00) per hour if they are assigned a lunch period.
- 25-3 ~~Effective September 1 2017, the summer pay rate shall be seventeen dollars (\$17.00) per hour. Effective September 1, 20198 the summer pay rate shall be eighteen (\$18.00) per hour. The two-dollar (\$2) pay differential for Regional Day School shall continue throughout the life of the Agreement.~~
- 25-4 Library aides shall receive one (1) additional increment on their guide in recognition of passing the Civil Service Certification required for the library aides.
- 25-5 Teacher aides shall be granted longevity as follows:

Years of Service		19 - 23	17 - 19
10	\$400	700	
15	\$600	850	
20	\$650	1000	
25	\$750	1500	

Handwritten notes: 2400, 500, 750, 1000, 1200, 1500, 2000, 2400, 3000, 3500, 4000, 4500, 5000, 5500, 6000, 6500, 7000, 7500, 8000, 8500, 9000, 9500, 10000, 10500, 11000, 11500, 12000, 12500, 13000, 13500, 14000, 14500, 15000, 15500, 16000, 16500, 17000, 17500, 18000, 18500, 19000, 19500, 20000, 20500, 21000, 21500, 22000, 22500, 23000, 23500, 24000, 24500, 25000, 25500, 26000, 26500, 27000, 27500, 28000, 28500, 29000, 29500, 30000, 30500, 31000, 31500, 32000, 32500, 33000, 33500, 34000, 34500, 35000, 35500, 36000, 36500, 37000, 37500, 38000, 38500, 39000, 39500, 40000, 40500, 41000, 41500, 42000, 42500, 43000, 43500, 44000, 44500, 45000, 45500, 46000, 46500, 47000, 47500, 48000, 48500, 49000, 49500, 50000, 50500, 51000, 51500, 52000, 52500, 53000, 53500, 54000, 54500, 55000, 55500, 56000, 56500, 57000, 57500, 58000, 58500, 59000, 59500, 60000, 60500, 61000, 61500, 62000, 62500, 63000, 63500, 64000, 64500, 65000, 65500, 66000, 66500, 67000, 67500, 68000, 68500, 69000, 69500, 70000, 70500, 71000, 71500, 72000, 72500, 73000, 73500, 74000, 74500, 75000, 75500, 76000, 76500, 77000, 77500, 78000, 78500, 79000, 79500, 80000, 80500, 81000, 81500, 82000, 82500, 83000, 83500, 84000, 84500, 85000, 85500, 86000, 86500, 87000, 87500, 88000, 88500, 89000, 89500, 90000, 90500, 91000, 91500, 92000, 92500, 93000, 93500, 94000, 94500, 95000, 95500, 96000, 96500, 97000, 97500, 98000, 98500, 99000, 99500, 100000.

Teacher Aides hired before November 1st of the school year shall receive credit for that school year for longevity purposes. This credit shall not be applied retroactively.

- 25-6 Paraprofessionals who have a valid Hudson County substitute certificate and are asked to cover classes in place of an absent teacher for more than one hour shall be paid an additional \$28 per day.

ARTICLE 26
PAYMENT OF SALARY CHECKS

- 26-1 Two salary checks every month for twelve (12) months.
- 26-2 Such checks are to be received by the teacher aide on the 1st and 16th. In the event the 1st or 16th falls on a weekend or non-school day such check shall be received by the teacher aide on the last school day prior to each weekend or non-school day.

26-3 Salary checks for all employees shall be paid through direct deposit.

26-4: Community Aides who are required to travel to and from student(s) home shall be paid at the Current NJAC6A:23A-7.1 rate for the actual mileage between the school building and student(s) home. This does not apply to travel to workshops or meetings in the district. A reimbursement form shall be filled out and approved by the building administrator. Reimbursement check shall be at the end of each month.

ARTICLE 27 TUITION REIMBURSEMENT

Tuition reimbursement for credits at a duly authorized and accredited institution of higher learning shall be paid to a maximum, pre course, of one (1) three (3) credit graduate course offered at New Jersey City -University, if approved by the Superintendent and if a "B" average or better is attained. Funds each year will be available as follows:

\$30,000 – 2019~~17~~-2023~~18~~
~~\$30,000 – 2018-2019~~

Per N.J.S.A. 18A:6-8.5, the following conditions must be met to receive tuition reimbursement from the District: (1) the school that the employee attends must be a duly authorized institution of higher education as defined by statute (2) the Superintendent must approve the reimbursement prior to the employee's enrollment in the course, and (3) the course the employee seeks reimbursement for relates to his/her current or future job responsibilities.

ARTICLE 28 MISCELLANEOUS

- A. The School District agrees that any statement in its rules and regulations which conflict with any of the provisions of its collective bargaining agreement with the Teacher Aide Association shall be modified to the extent necessary to conform with said collective bargaining agreement.

Any such statements altering the terms and conditions of employment of the employees covered by such Agreement shall not be implemented without negotiations with the Association.

- B. The School District agrees to share the cost equally for the final printing of one thousand copies of this Agreement in booklet form. The School District will prepare the final Agreement format and select the printer.

- C. In case of lay-offs, Civil Service Commission rules will prevail. Prior to the lay-off of any employee covered under the Agreement, the School District agrees to confer with the Executive Board to obtain its views on the proposed action.
- D. Any provision of the Agreement may be changed supplemented or altered provided both parties mutually agree in writing.
- E. When new programs are adopted, paraprofessionals supporting in impacted classrooms may participate in appropriate training programs on the new adoptions. Their participation is at the discretion of their principal.

ARTICLE 29

DURATION

The provisions of this Agreement shall be effective as of July 1, 201~~97~~ and shall remain in full force and effect through June 30, 20~~23~~¹⁹, subject to the right of the School District or Association to negotiate for a modification of this Agreement as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized officers this ____ day of _____, 201~~98~~

JERSEY CITY EDUCATION ASSOCIATION

Keith Olkewicz~~Edwinta Rhue~~, President, Para Professionals Association

Ronald Greco, President, Jersey City Education Association

John Dillon, New Jersey Education Association Representative

JERSEY BOARD OF EDUCATION

Mr. Franklin Walker~~Dr. Marcia V. Lyles~~, Superintendent of Schools

Sudhan Thomas, Board President

Teacher Aides/ Para-Professionals Salary Guideline

Teacher Aide of Handicap, Pre-K Aides and One On One Aides

<u>Steps</u>	<u>Year 1</u> <u>2019-2020</u>	<u>Year 2</u> <u>2020-2021</u>	<u>Year 3</u> <u>2021-2022</u>	<u>Year 4</u> <u>2022-2023</u>
<u>Step 1</u>	34,060	34,840	35,848	36,783
<u>Step 2</u>	34,820	35,600	36,608	37,543
<u>Step 3</u>	35,600	36,300	37,388	38,323
<u>Step 4</u>	36,400	37,180	38,188	39,123
<u>Step 5</u>	37,220	38,000	39,008	39,943
<u>Step 6</u>	38,060	38,840	39,848	40,783
<u>Step 7</u>	38,920	39,700	40,708	42,528
<u>Step 8</u>	39,805	40,585	41,593	43,433
<u>Step 9</u>	40,710	41,490	42,498	43,435
<u>Step 10</u>	41,635	42,415	43,423	44,358
<u>Step 11</u>	42,585	43,365	44,373	45,308
<u>Step 12</u>	43,560	44,340	45,348	46,283
<u>Salary %</u>	0%	2.51%	2.95% ✓	2.69% ✓

Community Aides, Bilingual Aides and Library Aides

<u>Steps</u>	<u>Year 1</u> <u>2019-2020</u>	<u>Year 2</u> <u>2020-2021</u>	<u>Year 3</u> <u>2021-2022</u>	<u>Year 4</u> <u>2022-2023</u>
<u>Step 1</u>	30,450	31,230	32,230	33,173
<u>Step 2</u>	31,210	31,990	32,998	33,933
<u>Step 3</u>	31,990	32,770	33,778	34,713
<u>Step 4</u>	32,790	33,570	34,578	35,513
<u>Step 5</u>	33,610	34,390	35,398	36,333
<u>Step 6</u>	34,450	35,230	36,238	37,173
<u>Step 7</u>	35,310	36,090	37,098	38,033
<u>Step 8</u>	36,195	36,975	37,983	38,918
<u>Step 9</u>	37,100	37,880	38,888	39,823
<u>Step 10</u>	38,025	38,805	39,813	40,748
<u>Step 11</u>	38,975	39,755	40,763	41,698
<u>Step 12</u>	39,950	40,730	41,738	42,673
<u>Salary %</u>	0%	2.51%	2.95% ✓	2.69% ✓

420,055 429,415 441,583 452,731
 9360 12088 11228

Handwritten notes:
 ✓ extend or salary 5/18/21
 Convert guide

**JERSEY CITY BOARD OF EDUCATION
And
JERSEY CITY PARAPROFESSIONALS ASSOCIATION**

**SIDEBAR AGREEMENT – CASPER AND MORNINGSTAR PROGRAM STIPENDS
September 13, 2023**

The Jersey City Board of Education and the Jersey City Paraprofessionals Association hereby enter into this sidebar agreement to establish stipend pay rates for paraprofessionals working in the CASPER and Morningstar Programs in the 2023-2027 school years. The rates below shall be effective throughout the life of the collective bargaining agreement.

Employees serving as Paraprofessionals: \$17 per hour

Employees serving as Clerks: \$18 per hour

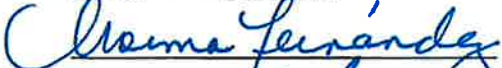
Employees serving as Teachers: \$45 per hour

Aides with a current Substitute Teacher Certificate working as a Teacher: \$45 per hour

Aides serving as Facilitators: \$47 per hour

This agreement is contingent on approval of the Jersey City Board of Education and the Jersey City Paraprofessional Association. Upon approval of both, this agreement will take effect immediately, and will not be subject to the 10-day posting requirement for the 2023-24 school year.

FOR THE BOARD:





FOR THE ASSOCIATION:




**JERSEY CITY BOARD OF EDUCATION
AND
JERSEY CITY PARAPROFESSIONALS ASSOCIATION
2023-2027**

**MEMORANDUM OF AGREEMENT
December 4, 2023**

The Jersey City Board of Education ("Board") and the Jersey City Paraprofessionals Association ("Association" or "JCPPA") hereby agree to incorporate all terms and conditions of the Collective Bargaining Agreement that expired on June 30, 2023, into the successor Collective Bargaining Agreement except for the modifications set forth below. The parties acknowledge that these terms and conditions are subject to ratification by their respective memberships. The parties agree to recommend these terms and conditions to their respective constituents for ratification.

Term of Contract

The term of the contract is 4 years: July 1, 2023 through June 30, 2027.

Retroactive provisions

The salary and longevity increases listed below in Articles 19A and 25-5 shall be retroactive to October 1, 2023. Except as stated otherwise, all other provisions of this Memorandum of Agreement shall be effective immediately upon ratification by the Association and the Board of Education, including increases in hourly rates.

Article 7 – Section 7-9 (Full-time release of President of Association)

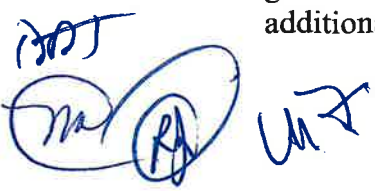
Delete in its entirety, effective January 1, 2024.

Article 12 - Section 12-6 (Leave of Absence for Military Service)

Delete Sections 12-6, 12-7 and 12-8 and replace with Sections 12-6 through 12-10 below, also renumber current Section 12-9 as 12-11:

12-6 LEAVE OF ABSENCE FOR MILITARY SERVICE: Field Training or Attendance at Service Schools: A bargaining unit member who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.

12-7 Whenever such military field training or attendance at service schools requires that the bargaining unit member remain for a longer period than the prescribed two (2) weeks, the bargaining unit member shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should military field training or attendance at services schools in excess of that granted above be required in the school year, military leave without pay for each additional period shall be granted.



- 12-8 Leave for Extended Active Military Service: Any bargaining unit member entering active military service with the Armed Forces of the United States shall be granted military leave without pay for the period of his/her service.
- 12-9 The bargaining unit members of the National Guard and Naval Militia shall receive the difference between their pay and military in accordance with law.
- 12-10 Re-enlistment in active military service shall be considered as resignation unless such re-enlistment is required in accordance with Federal Law governing military service.

Article 25 – Salaries

Salaries shall be increased as follows, inclusive of increment:

2023-2024:	4.75%
2024-2025:	3.11%
2025-2026:	3.11%
2026-2027:	3.11%

ARTICLE 25-2 Delete and replace with the following:

Teacher aides shall be paid forty-five dollars (\$45.00) when they work a lunch period/duty during their lunch break.

ARTICLE 25-3 Delete and replace with the following:

The summer pay rate shall be twenty-two (\$22.00) dollars per hour. The two dollar (\$2.00) pay differential for Regional Day School shall continue throughout the life of the Agreement.

ARTICLE 25-5 Longevity

Delete and replace as follows:

Upon completion of 10 years -	\$600
Upon completion of 15 years -	\$800
Upon completion of 20 years -	\$850
Upon completion of 25 years -	\$1,000

ARTICLE 25-6 Delete and replace with the following:

Paraprofessionals who have a valid Hudson County substitute certificate and are asked to cover classes in place of an absent teacher for more than one hour shall be paid an additional \$45 per day.

DET
No
RA
17

gm
KC
P44

New Article: - Swipe System

All bargaining unit members will use a card swiping system for entry into schools and departments every day. During the first year of implementation of this system, members will not be docked pay for being late to work. Commencing with the second year of implementation, members may be docked one-half (1/2) day of pay upon arriving late a seventh (7th) time in each semester of school. It is agreed that, before an employee is docked for being late, the school administrator will meet with the employee.

New Article: - Workplace Democracy Enhancement Act of 2018

- 1) The Board shall provide to the Association access to all members and potential members of the negotiation's units.
- 2) Access to Negotiations Unit Members: Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:
 - a) The JCPPA shall have the right to meet with individual employees on the premises of district buildings during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues. When possible, these meetings shall occur during lunch or other non-work breaks.
 - b) The JCPPA shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.
 - c) The JCPPA shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire or the date hire was reported to the Association. Such meeting may occur during new employee orientations, or if the employer does not conduct new employee orientations within those 30 days, at individual or group meetings. Meeting duration time is up to 120 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the JCPPA. When these meetings occur outside of scheduled orientation, the JCPPA will work with the administration to schedule the meetings at a time which will cause the least disruption to the school day.
 - d) Every 120 calendar days, the board shall provide to the JCPPA an updated roster of unit employees, a list of new hires since the previous 120-day period and a list of separated employees since the previous period. The files will be transmitted electronically in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the JCPPA. Each report shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.
 - e) The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c. 73 (C.47:1A-1 et seq.) The board shall not disclose employee information, except as outlined in sections 2.d and 2.e above.
 - f) The JCPPA shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations

agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Use of the email systems is reserved for the elected officers of the Association, including chief building representatives and shall not be used for purposes of electioneering, campaigning for office, disparagement of any employee, or other matters that are not internal governance or business of the union. Such communications shall be considered confidential.

3) Union Protection

a. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association of its unified affiliates.

b. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

4) Membership Withdrawal

a. Should a negotiations unit member notify the Board or its agents that they wish to resign or relinquish membership in the Association, the Board shall require the member to submit a dues termination form and the Board shall provide a copy of same to the Association's president or his/her designee within five (5) calendar days of receiving the form from the unit member. Negotiations unit members may only resign or relinquish their membership or terminate dues deduction during the ten (10) calendar days following each anniversary date of the employee's employment. A withdrawal shall take effect on the thirtieth (30th) calendar day after the anniversary date.

5) Definition

a. The Parties agree that the date of hire shall be defined as the first day of work in the then current district for any negotiations unit member. This shall include any new employee orientation day(s) required by the Board.

6) Enforcement

a. This article shall be enforceable through the parties' grievance procedure, which shall include binding arbitration as outlined in the Workplace Democracy Enhancement Act of 2018.

7) Release Time

a. The Board shall release, without loss of pay, an Association Representative(s) and/or designee(s) designated by the Association President and permit him/her/them to visit any workstation for the purposes of meeting with newly hired employees, to investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.

New Article: - Casper and Morningstar Programs

The JCPPA and the Jersey City Board of Education agree to the following stipend pay rates for paraprofessionals working in the CASPER and Morningstar Programs in the 2023-2027 school years. The rates below shall be effective throughout the life of the collective bargaining agreement.

Employees serving as Paraprofessionals: \$17 per hour

Employees serving as Clerks: \$18 per hour

Employees serving as Teachers: \$45 per hour

Aides with a current Substitute Teacher Certificate working as a Teacher: \$45 per hour

Aides serving as Facilitators: \$47 per hour

This agreement will not be subject to the 10-day posting requirement for the 2023-24 school year.

Additional agreements:

- Salary guides were mutually developed by the parties and are attached.
- All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.
- All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.
- All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
- All other terms and conditions not contained herein shall remain status quo.
- A duplicate of this memorandum has been furnished to and received by representatives of the parties. This agreement consists of 5 pages.

FOR THE BOARD:

[Handwritten signatures for the Board: Joseph A. Trovati, Maureen McKee, Robert J. ...]

FOR THE ASSOCIATION:

[Handwritten signatures for the Association: Keith O'Keefe, Samantha ...]
5 *[Handwritten signature: ...]*

BASE YEAR**2022-23 Jersey City Para-Professional Association****Salary Guide**

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor
1	37,519	33,837	40,000	43,430
2	38,296	34,612	41,200	43,680
3	39,090	35,407	42,436	44,080
4	39,910	36,223	44,583	44,480
5	40,742	37,060	45,921	44,880
6	41,596	37,917	47,298	45,905
7	43,379	38,794	48,717	46,930
8	44,302	39,696	50,179	47,955
9	44,304	40,620	51,684	49,005
10	45,246	41,563	53,235	50,055
11	46,214	42,532	54,832	51,105
12	47,209	43,527	59,946	52,155

Scattergram

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor	Total	Percent
1	28.00	5.00	-	-	33.00	7.76%
2	48.00	14.00	-	-	62.00	14.59%
3	-	4.00	-	-	4.00	0.94%
4	9.00	6.00	-	-	15.00	3.53%
5	-	-	-	-	-	-
6	37.00	1.00	-	-	38.00	8.94%
7	1.00	-	-	-	1.00	0.24%
8	18.00	1.00	-	-	19.00	4.47%
9	16.00	-	-	-	16.00	3.76%
10	4.00	-	-	-	4.00	0.94%
11	-	1.00	-	-	1.00	0.24%
12	200.00	30.00	2.00	-	232.00	54.59%
Totals	361.00	62.00	2.00	-	425.00	100.00%
Percent	84.94%	14.59%	0.47%	-		

YEAR 2**2024-25 Jersey City Para-Professional Association**20,001,443
393**Salary Guide**

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor
1-2	39,000	36,750	53,000	43,000
3	40,150	37,750	54,000	44,000
4	41,300	38,750	55,000	45,000
5	42,450	39,750	56,000	46,000
6	43,600	40,750	57,000	47,000
7	44,750	41,750	58,000	48,000
8	45,900	42,750	59,000	49,000
9	47,050	43,750	60,000	50,000
10	48,200	44,750	61,000	51,000
11	49,350	45,750	62,000	52,000
12	50,500	46,750	63,000	53,000

Scattergram

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor	Total	Percent
0	-	-	-	-	-	-
1-2	-	-	-	-	-	-
3	28.00	5.00	-	-	33.00	7.76%
4	48.00	14.00	-	-	62.00	14.59%
5	-	4.00	-	-	4.00	0.94%
6	9.00	6.00	-	-	15.00	3.53%
7	-	-	-	-	-	-
8	37.00	1.00	-	-	38.00	8.94%
9	1.00	-	-	-	1.00	0.24%
10	18.00	1.00	-	-	19.00	4.47%
11	16.00	-	-	-	16.00	3.76%
12	204.00	31.00	2.00	-	237.00	55.76%
Totals	361.00	62.00	2.00	-	425.00	100.00%
Percent	84.94%	14.59%	0.47%	-		

YEAR 4
2026-27 Jersey City Para-Professional Association

21,264,179
 129

Salary Guide

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor
1	41,750	39,500	55,000	43,000
2	42,250	40,000	56,000	44,000
3-4	42,750	40,500	57,000	45,000
5	43,300	41,000	58,000	46,000
6	44,500	42,150	59,000	47,000
7	45,900	43,250	60,000	48,000
8	47,300	44,350	61,000	49,000
9	48,700	45,450	62,000	50,000
10	50,100	46,550	63,000	51,000
11	51,500	47,650	64,000	52,000
12	53,000	48,750	65,000	53,000

Scattergram

Step	Handicapped, Pre-K, 1:1	Community, Bilingual, Library	Coordinator of Volunteers	Computer Lab Monitor	Total	Percent
0	-	-	-	-	-	-
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3-4	-	-	-	-	-	-
5	28.00	5.00	-	-	33.00	7.76%
6	48.00	14.00	-	-	62.00	14.59%
7	-	4.00	-	-	4.00	0.94%
8	9.00	6.00	-	-	15.00	3.53%
9	-	-	-	-	-	-
10	37.00	1.00	-	-	38.00	8.94%
11	1.00	-	-	-	1.00	0.24%
12	238.00	32.00	2.00	-	272.00	64.00%
Totals	361.00	62.00	2.00	-	425.00	100.00%
Percent	84.94%	14.59%	0.47%	-		

Handwritten signatures and initials:
 gm
 DCH
 JH
 S.P.
 (circled initials)