

UNIVERSITY OF  
INSTITUTE OF MANAGEMENT  
FEB 6 1980  
RUTGERS UNIVERSITY

AGREEMENT  
BETWEEN THE  
HIGHLAND PARK BOARD OF EDUCATION  
AND THE  
HIGHLAND PARK SUPPORTIVE STAFF ASSOCIATION

JULY 1, 1984 - JUNE 30, 1986

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ARTICLE 1  
RECOGNITION

A. The Highland Park Board of Education recognizes the Highland Park Supportive Staff Association as the exclusive negotiation representative as defined in Chapter 303, Public Laws of 1968, State of New Jersey, and as amended and inclusive of Chapter 123 of Public Laws of 1974, for all paraprofessionals working in the following positions:

Bus Drivers  
Clerical  
Instructional  
Library  
Media  
Special Education  
Those Working with Teachers

B. All reference to females shall include males.

ARTICLE 2  
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to commence negotiations in accordance with Chapter 123 of Public Laws of 1974.
- B. Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings, grievance proceedings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- C. Modification. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions

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

#### B. Purpose

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

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed by a ten month employee at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein, shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it practicable.

3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board of its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without a loss of salary.

4. Level One - Immediate Supervisor

An employee with a grievance shall first discuss it with his/her immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two - Principal

If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved person and Association within five (5) school days, he/she may set forth his/her grievance in writing to his/her principal or his/her agent on the grievance forms provided.

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

6. Level Three - Superintendent

The aggrieved person and Association, no later than five (5) school days after receipt of the principal's or his/her agent's decision, may appeal the principal's or his/her agent's decision to the Superintendent of Schools or his/her agent. The appeal to the Superintendent or his/her agent must be made in writing reciting the matter submitted to the principal or his/her agent as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent or his/her agent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent or his/her agent shall communicate his/her decision in writing with reasons to the employee and the principal or his/her agent.

7. Level Four - Board

If the grievance is not resolved to the aggrieved person's and Association's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's or his/her agent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools or his/her agent, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the aggrieved person and Association, hold a hearing with the aggrieved person and Association and render a decision in writing with reasons within 35 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

- D. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Rights of an Individual to Representation

Any individual staff member of the unit shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. She/he shall have the right to present his own grievance at any step or to designate a representative(s) of the Association or other person of his own choosing to appear with him at any step.

F. Limitation

An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

G. Miscellaneous

1. All decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing, setting forth the reasons therefor, and shall be transmitted promptly to all parties in interest.

ARTICLE 4

RIGHTS OF PARTIES

Pursuant to Chapter 123, Public Laws of 1974, the Board agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection.

As a duly elected body exercising governmental power under the Law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or of 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 membership in the Association, his participation in Association activities, collective negotiations, or his institution of any grievances, complaint, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

No employee shall be disciplined, reprimanded, or reduced in rank 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.

Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his employment or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview.

Further, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, materials available to the public concerning relevant data, to assist the Association.
- B. Representatives of the Association and the Middlesex County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and be with prior administration approval.
- C. The Association and its representatives shall have with the prior approval of the principal, the right to use school buildings at all reasonable hours for meetings.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The use of the equipment and facilities shall be with the approval of the principal.
- E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes.

ARTICLE 6

VACANCIES

- A. Opportunity shall be given to any employees to apply for any position for which he/she may be qualified.
- B.
  - 1. Notice of any vacancies occurring during the school year shall be posted for at least three days in each school. Application for said position shall be made in writing within five (5) work days of said posting.
  - 2. Notice of any vacancies occurring during the summer months shall be sent to the President of the Association who shall be responsible for notifying the membership.
- C. Employees who have acquired experience skill and ability to do work required in the job, shall be given equal consideration along with applicants from outside the school system.

D. In the event that additional hours become available because of new funding or personnel leaving during th school year, building administrators will first advertise these hours to members of the Paraprofes- sional Association before they are offered to other applicants. Such hours of employment will be posted to the paraprofessional staff in accordance with the provisions of this Agreement. The building adminis- trator will consider available applicants from within the Association. If, in the opinion of the adminis- trator, none of the internal applicants satisfies the needs of the position in which the hours exist, then the hours will be advertised to new applicants. The provisions of this section of the Agreement will only apply to memebbers of the unit.

## ARTICLE 7

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Employees shall be entitled to ten (10) days per year. Unused sick days are accumulative for future use.
2. Effective upon mutual ratification of this Agreement, bargaining unit members newly employed after the beginning of any school year shall, at the time of

employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.

B. Personal Days

Effective for the 1981-82 school year, three (3) days per year, after one year of employment.

Personal days not utilized shall be added to sick days and may be accumulated.

C. Temporary Leaves of Absence

1. After a three month period of employment, five (5) days leave for the death or serious illness of a member of the immediate family (spouse, parents, children, step-parents, step-children, foster children, other family members living in household. Such leave shall also be used for mother-in-law, father-in-law, brother and sister).
2. A. An employee who has worked for five (5) consecutive years in the Highland Park Public Schools, may apply to the Board of Education for a leave of absence for one year or less. If this request is granted, upon return she/he will be placed on the next step of the salary guide.  
B. Employees returning from leave of absence must notify the Superintendent of Schools by May 1st of that year.

D. Other

An employee shall be entitled to the following non-accumulative leaves of absence with full pay each school year:

1. Time necessary for appearances in any legal proceeding connected with the employee's employment with the school system.
2. Other leaves of absence may be granted upon the recommendation of the Superintendent, with approval by the Board of Education.

ARTICLE 8

ACCUMULATED SICK LEAVE PAYMENT

- A. Effective on the first day of the month following mutual ratification of this Agreement, any employee who, after ten (10) years of continuous employment by the Board in a unit position, resigns shall be eligible to receive payments under B. below.
1. "Continuous employment" in this Article shall be defined as working in a unit position without a break in service except as noted in a. below.
    - a. The layoff of an employee by the Board shall not constitute a "break in service." However, the period of time on layoff shall not count towards the ten (10) years required in A. above.
  2. "Year" in this Article is defined as working in a unit position more than one hundred twenty (120) days during any September 1 through June 30 period.
  3. An employee who, after ten (10) years of continuous employment by the Board in a unit position, is laid-off by the Board shall be eligible to receive payments under B. below.
    - a. In order to receive such payment, the laid-off employee must, by no later than September 30th after the notice of layoff, apply for such payment in writing on the form supplied by the Board.

- b. A laid-off employee who does not file a form on or before September 30th shall not receive this payment.
  - c. A laid-off employee, as defined in A.3. above, who, although eligible for said payment does not apply for it, shall, upon recall, have all accumulated sick leave days restored to him/her. A laid-off employee who does receive such payment and is subsequently recalled shall not have previous accumulated sick leave restored.
4. An employee discharged for cause shall not be eligible for a payment under B. below.
- B. If an employee is eligible and applies for a payment under A. above, he/she shall receive \$6.50 per day for each accumulated sick leave day available to the employee on the last working day.
- 1. Payment shall be made by the second pay period after the effective date of the resignation or by October 30 if the employee was laid-off.

ARTICLE 9

EVALUATIONS

- A. All appraisals of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators or their designee. If the evaluation is conducted by an administrators designee, the administrator will review the evaluation. An employee shall be given a copy of any evaluation report prepared by an evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Assistant Superintendent and placed in the personnel file after the employee has reviewed the report. The employee shall be required to sign only the completed evaluation form indicating whether there is agreement or disagreement.
- B. An employee shall have the right upon request to review the contents of his/her personnel file in the presence of the Assistant Superintendent or his designee.

ARTICLE 10

WORK DAY

- A. Whenever any employee is required or requested by a supervisor to work more than the "normal" number of daily hours, such additional time shall be paid at the appropriate hourly rate or through the practice of compensatory time off subject to the approval of both the employee and the immediate supervisor.
- B. Whenever an employee is required by an authorized administrator to attend any workshop, seminar or other in-service training session, the employee shall receive payment for the time in attendance at such session as well as reimbursement for reasonable expenses including fees, meals, and transportation. Requests for such reimbursement shall be documented.
- C. By June 30 of each year, every effort will be made to notify each employee of re-employment status for the following year.

Those employees whose positions are dependent on outside funds will be advised of their status as soon as notice of funding is received by the Board of Education.

- D. In the event of delayed openings or early closings of Highland Park Public Schools, employees who are scheduled to work more than a four-hour day excluding lunch shall be given duties on that day or on another day of the building administrator's choice to complete the hours over four.

#### ARTICLE 11

#### PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees dues for the HPSSA, NJEA, MCEA, or any one or any combination of such associations as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the HPSSA by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of monies by said treasurer.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Employees may elect to have ten per cent (10%) of their monthly salary deducted from their pay and deposited in an interest earning account, mutually acceptable to the parties.

ARTICLE 12  
REPRESENTATION FEE

A. DETERMINATION OF FEE

Effective the first day of the month following mutual ratification of this Agreement, 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 the academic year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

B. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below.

2. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

3. Termination of Employment

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

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

C. INDEMNIFICATION

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

ARTICLE 13

WORK YEAR

- A. Effective on the first day of the month following mutual ratification of this Agreement, employees shall be given a written one hundred eighty-(180) day work contract indicating the number of assigned daily hours and the appropriate rate of pay. The contract shall also provide a sixty (60) day notice to employees regarding Board changes in hours, assigned days or any layoff.

ARTICLE 14

MISCELLANEOUS PROVISIONS

- A. The Board of Education will provide the Association with a copy of its Board Policy Manual, and will continue to provide the Association President with copies of changes in policy, whenever they become effective.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.- If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

- C. Copies of this Agreement shall be printed at the expense of the Board after agreement with Association on format within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed in positions leading to contracts.
- D. The Board of Education, through the payroll department, will establish payroll dates for employees. This schedule of semi-monthly payroll dates will be published annually and distributed to all members of this unit at the beginning of each school year.
- E. Approved course compensation: \$18 per credit to a maximum of twenty (20) credits. Paraprofessionals must work at least two and a half (2-1/2) hours daily to be eligible for credits.
- F. Any unit member hired before February 1, of any given school year, shall be credited with one full year's service toward placement on the guide. Anyone hired after February 1, of any school year, shall remain on the step at which they were hired for the next academic year.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:

If by the Association to the Board, at

319 North Third Avenue, Highland Park, N.J. 08904

If by the Board to the Association, at the home

address of the Association President or delivery to the individual.

H. Fully-bargained Provision:

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.

ARTICLE 15

DURATION OF AGREEMENT

- A. This Agreement shall be effective on July 1, 1984 and shall continue in effect until June 30, 1986.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed thereon.

HIGHLAND PARK BOARD OF EDUCATION:

HIGHLAND PARK SUPPORTIVE STAFF ASSOCIATION:

By: Barbara A. Wallach  
President

By: Anna C. Paolo  
President

Attest: James Gambetta  
Secretary

Attest: J. W. R. Leoni  
Secretary

SALARY GUIDE

<u>Step</u>	<u>1984-85</u>	<u>1985-86</u>
1	4.50	4.95
2-5	4.80	5.25
6	4.85	5.30
7	4.90	5.35
8	4.95	5.40
9	5.10	5.55
10	5.50	6.20
HP 10 <u>1/</u>	6.50	7.05
HP 15 <u>2/</u>	7.00	7.60

Bus Drivers

1-5	7.00	7.74
6-10	7.25	8.00
11-15	7.70	8.50
16	8.00	9.00

If a paraprofessional is regularly scheduled to work a minimum of twelve and one half (12-1/2) hours of non-lunchroom, non-playground duty each week and also is regularly scheduled to work a minimum of three and three quarter (3-3/4) hours per week as a lunchroom and/or playground aide, the employee will be paid an additional five cents (5¢) per hour for all scheduled hours. Occasional or emergency service as a playground/lunchroom aide will not qualify for the additional five cents. If an employee assumes lunchroom/playground duty during the year and qualifies per the above, payment of the increased rate will begin with the first full payroll period.

- 1/ This amount takes effect on the date of the employee's 10th anniversary with the Highland Park School District.
- 2/ This amount takes effect on the July 1st following the employee's 15th anniversary with the Highland Park School District.

All new employees shall be hired at Step One (1) of the Paraprofessional Guide and will not receive credit on the guide for any employment experience outside this unit.

Employees of this unit who have completed fifteen (15) years in the district shall receive an annual stipend of one per cent (1%) of their annual salary as a longevity payment.