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 CIRCULATE

AGREEMENT

between the

PISCATAWAY TOWNSHIP PARA-PROFESSIONAL ASSOCIATION

and

PISCATAWAY TOWNSHIP BOARD OF EDUCATION (Employer)

1983 -1986

X July 1, 1983 - June 30, 1986

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ARTICLE I

RECOGNITION

- A. The Piscataway Township Board of Education hereby recognizes the Piscataway Township Para-Professional Association as the exclusive representative for collective negotiations over terms and conditions of employment, pursuant to NJSA 34:13A-1 et seq. for all instructional aides employed in the district.
- B. Unless otherwise indicated, the term aide when used hereafter in this agreement, shall refer to all personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13A-1 et seq. in good faith effort to reach agreement concerning the terms and conditions of employment. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement, unless by mutual consent in writing.
- B. Despite reference herein to Board or Association as such, each reserves the right to act hereunder by duly authorized committee or individual whether or not a member. However, each party shall provide on request satisfactory evidence of authority to act.
- C. Any agreements so negotiated shall be reduced to writing and, if ratified by both parties, shall be signed by the Board and the Association and shall apply to all personnel in the unit described in Article I.
- D. This Agreement incorporates the entire understanding of the parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance shall mean an appeal by an employee or the Association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.

2. Notwithstanding anything in this ARTICLE to the contrary, the right to appeal administrative decisions and policies not arising out of the agreement, shall terminate at the Board of Education level.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.

B. Adjustment of Grievance

1. Any aide who claims to be agrieved shall first discuss the problem with the lowest appropriate supervisor within fifteen (15) school days of the treatment, act or the initiation of a condition which is the basis of the claim, with the object of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with this agreement.
2. Any aide shall have the right to present his/her grievance at any step or to designate a representative(s) of the Association or other person to appear with him/her.
3. If no informal resolution has been reached within the fifteen (15) school day period pursuant to B-1 above, the aide may initiate a formal grievance by submitting the matter in writing to the next higher authority within five (5) school days of the expiration of the aforementioned fifteen (15) day period. The administrative line of authority shall include where appropriate: Principal, Assistant Superintendent for Administration and Superintendent of Schools. This initial written grievance shall make known the full details of the situation so that a decision can be based on total pertinent information. The aide shall simultaneously deliver a copy of the formal written complaint to the lowest appropriate supervisor with whom an informal resolution was sought and this supervisor shall be afforded the opportunity of submitting a written comment for attachment to the formal complaint and consideration by the next higher authority. The supervisor to whom the written grievance has been submitted shall review the materials presented, may discuss the issue with the parties involved and shall render a written decision with eight (8) school days after the grievance was received.
4. The aide may appeal a decision in writing to each next higher authority in turn. Each written appeal shall be made within eight (8) school days of the preceeding supervisor's decision or within eight (8) school days of the expiration of the time limit for such a decision. In making each appeal, the aide shall clearly state in writing the reasons for forwarding the grievance and shall notify the authority who last rendered a decision of the aide's intention to appeal.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) school days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may hold a meeting and/or hearing with the grievants and representatives. If the grievants appeal is received by the Board Secretary at least ten (10) school days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing not later than five (5)

school days following the next regularly scheduled Board Meeting.

If the grievance appeal is received less than ten (10) school days prior to the Agenda Meeting or if a Grievance Meeting or Hearing cannot be concluded prior to the Board Agenda Meeting, the response of the Board of Education shall be delayed until five (5) school days following the second subsequent regularly scheduled Board Meeting.

6. If the Association is dissatisfied with the determination of the Board of Education, it may, within eight (8) school days initiate binding arbitration by submitting to the Board of Education a written notice of its intent to arbitrate.
  - a. The Association may request the Public Employment Relations Commission to initiate arbitration procedures pursuant to the Commission's rules and regulations.
  - b. Rights, duties and jurisdiction of arbitrator:
    - (1) Before the submission of a grievance to arbitration each party shall, in writing, set for the issue or issues to be determined and/or considered by the arbitrator.
    - (2) The arbitrator must be limited to a consideration of the issues presented.
    - (3) The arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.
    - (4) The determination of the arbitrator must be limited to the express terms and/or conditions of the Agreement which are the subject of the grievance.
    - (5) Disputes involving questions of unfair labor practice, scope of negotiations questions, questions of representation any any other matters within the jurisdiction of the Public Employment Relations Commission as well as constitutional issues shall not be arbitrable. Furthermore, either party shall have the right to challenge in court any arbitration award on the grounds that the arbitrator misconstrued or misapplied principles of law.
  - c. Cost: The Board and the Association shall share equally the cost of the arbitrator.
7. Notwithstanding anything contained in this ARTICLE to the contrary, all notices of appeal must be made in writing within eight (8) school days of written decision to the next higher authority, otherwise the appeal shall be deemed abandoned. No written decision shall be required if the aide advises the hearing authority that its decision will not be appealed.
8. In the event a hearing authority is absent because of illness, vacation or personal emergency, the time limit for his/her written response shall be extended by the number of days of such absence.

9. In the event that a meeting is held to review the grievance at any level, the time limit for the supervisor's response shall be extended by eight (8) school days.
10. An aide shall not refuse to follow an administrative direction, work rule or Board policy on the grounds that she/he has initiated a grievance.
11. In the event a grievance is brought up for consideration at the end of the school year and if the principal (or immediate supervisor if applicable) is not available after the closing of school for procedures outlined in Paragraphs B-1 and B-4, then the employee may proceed to the next appropriate level, with the "school day" defined as a working day for twelve month employees.

#### ARTICLE IV

##### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the school district.
- B. The Association shall have the right to use school buildings pursuant to the Board of Education policy and regulations.
- C. The Association may use the inter-school mail facilities and the school mail boxes with good judgment for the purpose of conducting legitimate Association business except where such use interferes with the orderly transmission of school mail as determined by the Board or its designee. All Association mail shall be clearly identified as such and no general distribution of material to aides or other employees shall be made without the expressed prior consent of the Board of Education or its designee. The Board of Education, its agents or assignees shall bear no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake or loss with regard to the use of the inter-mail facilities.

#### ARTICLE V

##### LEAVES

###### A. Sick Leave

Instructional Aides shall receive ten (10) cumulative sick days per year. A "day" shall be defined as the number of hours normally worked by the individual aide.

B. Death in Immediate Family

Instructional Aides shall be allowed up to three (3) working days absence at any one time without loss of pay in case of death in the immediate family. "Immediate Family", is interpreted to include father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law or any other relative who makes his or her home with the family of the employee. On request and for good and sufficient reason, the Board or its designee may grant up to two (two) additional days.

C. Funeral of a Relative

One (1) working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the employee.

D. Emergency Leave

1. Upon approval of the Superintendent or designee, Instructional Aides may be absent from work with full pay for reasons of personal emergency not to exceed two (2) days in one year. To claim such emergency leave, an aide shall submit a request to the Superintendent or designee stating the specific reason for the request. Such emergency leave shall not be cumulative from year to year and all requests and approvals shall be made in writing. All unused personal emergency days shall be converted to a cumulative sick day at the end of each academic year.

2. Personal leave shall be limited to five (5) para-professionals on any one (1) day except for religious or emergency purposes.

E. Upon retirement, after at least seven (7) years of service in the Piscataway Township district, the Board will pay \$10.00 per day for one-half of all accumulated sick leave days. This shall not include deferred retirement.

ARTICLE VI

RATE OF PAY

A. Hourly rates of pay

1. Effective 9-1-83

<u>Service Category</u>	<u>Hourly Rate</u>
A	\$5.03
B	5.32
C	5.46

2. Effective 9-1-84

<u>Service Category</u>	<u>Hourly Rate</u>
A	\$5.43
B	5.75
C	5.90

3. Effective 9-1-85

<u>Service Category</u>	<u>Hourly Rate</u>
A	\$5.86
B	6.21
C	6.37

B. Definitions

1. A year of service shall mean employment as an Instructional Aide in Piscataway Township Schools for the 10 month academic year or major fraction thereof.

2. Service Categories

- a. first year of employment.....less than one (1) year of service by September 1.
- b. at least one (1) year but less than six (6) years of service by September 1.
- c. six (6) or more years of service by September 1.

C. Annualized Salary

1. Para-Professional shall be paid on an annualized basis in twenty (20) equal payments.
2. The annualized salary calculation shall be made by multiplying the appropriate hourly rate by the scheduled yearly work hours.
3. The scheduled yearly work hours shall include as full work days all school days, orientation days, workshop days, and the day prior to Thanksgiving; and as partial days, all four-hour conference days, and four-hour end-of-year days.
4. No payroll deduction will be made for emergency school closings, and no extra compensation will be paid for any "make up" days.
5. Additional hours worked beyond the scheduled annual work hours shall be compensated at the appropriate hourly rate.

D. An hourly rate differential of \$.50 will be paid to any para-professional who possesses a teacher aide certificate, an Associate Degree as a teacher assistant or a regular teacher certificate.

E. In-Service Stipend shall be as set forth in Schedule A attached hereto



## ARTICLE VII

### WORKING CONDITIONS

- A. Aides who work five (5) hours or more daily shall be entitled to a duty-free lunch period without pay of at least thirty (30) consecutive minutes.
- B. Aides who work five (5) hours or more daily shall receive two (2) break periods of ten (10) minutes each day.
- C. Whenever any aide is required or requested by a supervisor to work more than the "normal" number of daily work 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 aide and the immediate supervisor.
- D. Whenever an aide is required or requested by an authorized supervisor to attend any workshop, seminar, or other in-service training session, the aide shall receive payment for the time in attendance at such session (subject to C above) as well as reimbursement for reasonable expenses including fees, meals and transportation. Requests for such reimbursement shall be documented.
- E. No para-professional shall be disciplined or reprimanded without just cause. No para-professional who has completed a probationary period of three (3) years of employment shall be terminated without just cause.
- F. By June 30 of each year every effort will be made to notify each aide of reemployment status for the following academic year.
- G. Para-professionals shall be afforded the option not to attend teacher workshops without pay.
- H. Para-professionals shall be afforded the option, unless so required, not to work any half-days at the end of the academic year without pay.

## ARTICLE VIII

### DUES DEDUCTION

- A. The Board agrees to deduct from the wages of aides covered herein dues for the Piscataway Township Para-Professional Association, the New Jersey Education Association and the National Education Association individually, voluntarily and in writing as said aides authorize this Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ Public Laws of 1969 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the designated officer of the Piscataway Township Para-Professional Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

- 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. The Board shall have no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake or loss resulting from the action of any person as a member or representative of the Piscataway Township Para-Professional Association in authorizing, accepting or disbursing said deductions.

## ARTICLE IX

### EVALUATION

- A. Formal monitoring of the work performance of a para-professional shall be conducted openly and with full knowledge of the employee. A para-professional shall be given a copy of any evaluation report prepared by his/her evaluator before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the para-professional has reviewed the report. The para-professional shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The para-professional shall have the right to submit a written response which will be attached to the file copy.
- B.
  - 1. A para-professional shall have the right up request to review the contents of his/her personnel file in the present of the Director of Staff Personnel or designee.
  - 2. At least once each year para-professionals shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee they shall be either destroyed or retained.
- C. Derogatory Material

No material unfavorable to a para-professional's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the para-professional's personnel file unless the para-professional has had an opportunity to review the material. The para-professional shall acknowledge that such material was reviewed by the para-professional by affixing the para-professional's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The para-professional shall also have the right to submit a written answer to such material which will be attached to the file copy.

ARTICLE X

TRANSFER AND REASSIGNMENT

- A. Para-professionals desiring a transfer shall make a request in writing to the Director of Personnel. Consideration shall be given to the individuals requesting transfer when positions become available. Prior consideration will be given to candidates within the system.
- B. In the event of an involuntary transfer, the para-professional so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.
- C. The Director of Personnel shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.

ARTICLE XI

INSURANCE

- A. Effective July 1, 1984, the Board shall provide a premium of ninety-seven dollars and fifty cents (\$97.50) for pharmaceutical insurance for each para-professional employed twenty (20) hours or more.
- B. Effective July 1, 1984, para-professionals shall receive health insurance benefits on a "50/50 Co-pay" basis if they are employed for twenty-five (25) hours per week or more and on a "no cost" basis if they are employed for thirty-five (35) hours per week or more.
- C. Effective July 1, 1984, the major medical deductible shall be one hundred (\$100.00) dollars.

ARTICLE XII

RAY POST MEMORIAL WELFARE FUND

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1984 an amount equal to \$20 for each para-professional employed twenty (20) hours per week or more January 1, 1985 an amount equal to \$20 for each para-professional employed twenty (20) hours per week or more and January 1, 1986 an amount equal to \$22 for each para-professional employed twenty (20) hours per week or more. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the

discretion of the Association, be either credited to each unit member or applied to a mutually agreeable temporary disability insurance plan.

## ARTICLE XIII

### LAY-OFF AND RECALL

- A. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any employee covered herein, the following procedure shall be followed:
1. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  2. Employees shall be selected for lay-off in inverse order of seniority within the following categories:
    - (a) Special Education Aides
    - (b) Compensatory Education Aides
    - (c) Other positions differentiated from those above by reason of duties performed and skills required.
- B. When vacancy occurs, a laid-off employee shall be entitled to recall thereto in order of seniority on the appropriate list.
- C. Notice of recall to work shall be sent to the employee's last known address. Within seven (7) days of the receipt of such notice, the employee shall notify the Board of acceptance or rejection of this recall.
- D. Any employee who fails to reply or who indicates a rejection of the recall, shall forfeit all seniority and all rights to further recall. Any employee who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any employee who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
- E. Miscellaneous
1. Employment in the Piscataway School District prior to the adoption of these rules shall be counted in determining seniority.
  2. Seniority shall be terminated upon resignation or dismissal for cause.
  3. New unit positions shall be placed in a category as agreed by the parties.

4. Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one (1) of employment.
5. Seniority shall continue in all categories if an employee moves from one category to another within the unit.

ARTICLE XIV

DURATION OF AGREEMENT

- A. 1. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986 subject to the right of the Board and the Board and the Association to negotiate a modification of this Agreement as provided in Article II of said Agreement.
2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries all on this 19th day of March, 1984.

PISCATAWAY TOWNSHIP PARA-PROFESSIONAL  
ASSOCIATION

PISCATAWAY TOWNSHIP BOARD  
OF EDUCATION

Giovanna Musto  
President

Sheldon McLean  
President

Anthony Sardino  
Secretary

Raymond  
Secretary

SCHEDULE A

IN-SERVICE STIPEND

Employees who participate in approved inservice training programs shall be eligible to receive an inservice stipend pursuant to the following provisions:

**A. Participation in Inservice Programs**

- (1) Employee participation must be wholly outside of normal working hours.
- (2) Participation must be approved in advance by the Superintendent or designee.
- (3) Inservice programs must be related to the occupation of the employee.
- (4) Inservice programs shall be approved and scheduled by the Superintendent.

**B. Inservice Credit**

- (1) Inservice participants shall be awarded one (1) inservice credit for each fifteen (15) hours of instruction.
- (2) Inservice programs with a duration from one and one-half hours (.1 credit) up to 45 hours (3 credits) may be scheduled.
- (3) Inservice credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

**C. Inservice Instructors**

- (1) Inservice instructors must be approved in advance by the Superintendent or designee.
- (2) Inservice instructors must prepare and conduct inservice programs after normal working hours.
- (3) Inservice instructors shall be awarded twice the inservice credit of inservice participants. One (1) inservice credit for each 7-1/2 hours of instructions).

**D. Payment of Stipend**

1. Teacher aides shall receive an inservice stipend of 10 cents per hour for every 7 inservice credits up to a maximum of 63 credits.
2. The inservice stipend of each employee shall be determined at the start of each work year.