

*Contract no. 1015*

AGREEMENT

BETWEEN

THE

EAST ORANGE PARA-PROFESSIONALS' ASSOCIATION

AND

THE

EAST ORANGE BOARD OF EDUCATION

JULY 1, 1990

TO

JUNE 30, 1993

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**PREAMBLE**

This Agreement entered into the 29th day of May, 1990 by and between the Board of Education of East Orange, City of East Orange, Para-Professionals of East Orange, hereinafter called the "Para-Professionals".

**ARTICLE I - RECOGNITION**

A. The Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

B. Unless otherwise indicated, the term "Para-Professional" when used hereinafter in this Agreement shall refer to all Aides represented by the Para-Professionals of East Orange in the negotiating unit as above defined and references to male aides shall include female aides.

C. The Association represents all aides not represented by other bargaining units.



**ARTICLE II - SALARIES**

A. The salary guides for 1990-91 through 1992-93 shall be as follows; with movement between guides as indicated.

**DEGREE**

<u>1989-90</u>		<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
\$ 7,610	A	\$ 8,350	\$ 9,020	---
8,110	B	8,400	9,070	\$ 9,962
8,710	C	8,810	9,120	10,012
8,950	D	9,545	9,550	10,062
9,225	E	9,790	10,345	10,557
9,500	F	10,215	10,900	10,627
11,020	G	11,675	12,355	13,052

**NON-DEGREE**

\$ 6,700	A	\$ 7,135	\$ 7,620	---
6,765	B	7,185	7,670	9,280
7,685	C	7,685	7,720	9,330
8,605	D	8,605	9,380	9,380
9,960	E	10,460	11,030	11,582

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Movement to a new guide shall entitle the Para-Professional to \$500 per annum in addition to any other compensation received with the exception of movement from the base Guide (#2) to Guide #3 and from Guide #3 to Guide #4. In this instance, a Para-Professional aide shall be entitled to \$250 per annum in addition to any other compensation received. Additionally, movement from Guide #8 to Guide #9 shall be increased to \$1000.

The Board is willing to consider the granting of staff development program module credits for previous college/university and/or East Orange School District in-service activities, subject to approval by the Board. A maximum of one-half (1/2) of the credits needed for guide movement may be from college/university and/or East Orange School District in-service activities completed prior to September 1, 1986. It shall be the responsibility of the employee to provide proof of completion of the college/university course or in-service activity. The Board retains the right to determine what constitutes successful completion of in-service activities. A grade of "C" or higher shall be required in order for college/university credits to be accepted in this program. The Board reserves the right to determine the reasonableness of the relationship between college/university courses taken and/or in-service activities completed and the job assignment of the Para-Professional for purposes of awarding credit under this program.

In order to be eligible for guide movement, all Para-Professional Aides must successfully complete a core of in-service activities, such core in-service activities to be determined by the Board. (This core of in-service activities is an appropriate topic to be discussed by the committee mentioned above.)

GUIDE #1 - the non-degree guide is for aides without a high school diploma. They shall remain on this guide until they earn a



diploma or its equivalent.

Para-Professional Aides wishing to obtain a high school diploma or its equivalent may attend the East Orange Adult Education Center for such purpose without charge.

The East Orange Board of Education agrees to establish a staff development program for Para-Professional employees. A committee (with Para-Professional representation) will be formed for the purpose of developing recommendations for the establishment and operation of the staff development program. This committee shall have the responsibility for formulating recommendations concerning logistics of the program; i.e., activities, dates, times, hours and locations of the activities and other such details.

Participation in the program shall be open to all Para-Professional employees on a voluntary basis. The Board reserves the right to determine which activities must be completed by Para-Professional employees.

Para-Professional employees will be eligible for additional compensation as a result of their successful completion of East Orange School District staff development program module credits and/or college credits. College credits must be obtained from an accredited college or university and must be reasonably related to the present job assignment. One staff development program module credit is the equivalent of ten (10) hours of instruction.

- Guide #1 - No High School Diploma
- Guide #2 - Base Credit
- Guide #3 - 5 - 9 Credits
- Guide #4 - 10 - 15 Credits
- Guide #5 - 16 - 25 Credits
- Guide #6 - 26 - 40 Credits
- Guide #7 - 41 - 55 Credits



Guide #8 - 56 - 80 Credits

Guide #9 - 81 - 140 Credits

Excused absences for jury duty and death in family from staff development courses may be made up at a later date. Pay for these courses shall be retroactive to September 1 or February 1 if the employee notifies the personnel office that she/he has completed the course no later than October 15 or March 15.

B. Effective for the 1982-83 school year, those individuals employed in the District for ten (10) or more years as of June 30, 1982, shall receive a longevity payment of \$100.

C. All salaries will begin as of the date of employment as indicated on the Board Agenda.

D. Any Para-Professional employed for five (5) or more consecutive months in any school year shall be given credit for one (1) year's experience.

E. All Para-Professionals shall be paid for all holidays and vacations according to the school calendar.

### ARTICLE III - TEMPORARY ABSENCES

A. Absence for personal illness shall be allowed and shall include full pay for ten (10) school days in each school year.

B. If less than said ten (10) school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date of the Paraprofessional's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

C. Personal Leave, Family Illness, and Death in the Immediate Family - A maximum of seven (7) school days per year shall be allowed with pay for the discharge of important personal matters, sickness in

the family, or death in the immediate family.

1. Effective for the 1982-83 school year, personal leave with pay shall not be allowed during the first two (2) weeks of the school year, last two (2) weeks of the school year, nor on the day before or after a school holiday or vacation period.

2. Family illness leave and death in the immediate family leave is excluded from the above limitations.

D. Attendance Procedures

The following procedures shall apply when absences exceed an average of 1 day per month or when tardinesses exceed 3 instances per month. The initial step shall be initiated when the tardinesses for absences occur as noted above. Step 2 and beyond shall be instituted if no improvement is shown in the tardiness or attendance record or if tardiness or absenteeism continues.

**STEP 1:** A conference shall be held and memorandum regarding same shall be placed in the personnel file.

**STEP 2:** A conference shall be held which shall result in one or more of the following:

- a) a verbal reprimand and/or
- b) a written reprimand and/or
- c) a memorandum regarding the conference being placed in the personnel file.

**STEP 3:** In the case of continual tardiness, each 15 minutes or portion thereof shall result in docking of pay for the time missed with an additional penalty equal to 1 hour pay for each 15 minutes segment



of tardiness. In the case of absences, the nature and extent of the disciplinary action shall be at the discretion of the Board.

**STEP 4:** Step 1 and/or 2 and/or 3 shall be repeated.

E. Attendance Incentive Plan

The Board will implement an Attendance Incentive Program which will provide for a payment of \$100 for those employees who have perfect attendance (no sick and/or personal days used) and a payment of \$75 for those employees who use no more than one day (sick and/or personal). Excluded from this program are absences for jury duty, death in the family, military reserve training and Board approved professional leaves.

ARTICLE IV - EXTENDED LEAVES OF ABSENCE

A. Pregnancy Leave

The Board shall grant pregnancy leaves with or without pay to any aide upon request if the aide complies with the following requirements and conditions:

1. Pregnant aides shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no event later than the end of the fourth month of pregnancy. The aide shall also notify the Superintendent of the anticipated date of the delivery of the child.

2. Pregnant aides shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy



unless the aide presents a statement from her physician stating that she is physically capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe.

Should the Board question the statement of the aide's physician, it may require the aide to submit to an examination by a physician to be designated by it and in cooperation with the aide's attending physician, the aide shall be required to submit to such an examination. If there is a difference of opinion between the aide's attending physician and the physician designated by the Board as to the ability of the aide to continue to work, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the aide and the Board.

3. A pregnancy leave shall be terminated no later than twenty (20) days following the date of the delivery of the child unless the physician of the aide shall certify that the aide's health would be impaired if the aide were to continue working in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the aide, but not beyond one (1) year. Disagreements as to the aide's condition shall be resolved as in the preceding paragraph.

In no event shall a aide be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty.

4. The Board may change the requested dates for commencing or terminating a pregnancy leave if the Board finds that the granting of such leave for the requested dates would substantially interfere with the administration of the school and provided that such date change by



the Board is not medically contraindicated.

5. Aides returning from pregnancy leaves of absence shall be entitled to all benefits to which aides returning from other types of sick or disability leave would be entitled.

B. Child Rearing Leave

The Board will grant child rearing leaves without pay to any aide upon request if the aide complies with the following requirements and conditions.

1. In cases where both husband and wife may be aides in this school system, only one of said persons shall be entitled to such leave.

2. In the case of female aides, the application for child rearing leave will become effective immediately upon the termination of the pregnancy leave.

3. Child rearing leave will be for a period of up to one year immediately following the birth or adoption of the child, but such leave may, at the option of the Board, upon the request of the aide, be extended for one additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first year thereof.

4. Where the adoption of the child is anticipated during the first two (2) months of the school year or new semester and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year or new school semester.

5. A child rearing leave approved by the Board must extend through the end of the school year in which it is taken.

6. Application for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption of the child.

7. An aide returning from a child rearing leave may be



assigned to any position decided upon by the Superintendent.

8. A child rearing leave granted to an aide who has less than four years of service will not be extended beyond the end of the contract year in which the leave is obtained.

9. Aides returning from child rearing leaves shall not be entitled to any of the benefits to which aides returning from pregnancy or other type of sick or disability leaves would be entitled, except that a aide shall be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave and said aide shall not lose previously accumulated unused sick leave days.

C. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

D. Miscellaneous

Any aide on an extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave to all returning aides.

**ARTICLE V - INSURANCE**

A. The Board shall contribute one hundred percent (100%) of the full premium for each Para-Professional for the family plan for Blue Cross/Blue Shield, Rider "J" and Major Medical or coverage that is substantially equivalent.

B. The Board shall carry liability insurance to protect all Para-Professionals from financial loss arising out of any claim,



demand, suit or judgment by reason of alleged negligence of other act resulting in accidental bodily injury to any person within or throughout the school building provided such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of his/her duties within the scope of his/her employment, and/or under the direction of the Board of Education.

C. The Board shall provide a prescription plan for the employee and family (dependents to age 23) with a \$3.00 or \$6.00 co-pay provision with contraceptives. The carrier shall be Blue Cross/Blue Shield or its equivalent.

Prescription Plan - \$3.00 and \$6.00 co-pay as determined by the drug that is dispensed at the time; \$3.00 for generic and \$6.00 for brand name items.

#### ARTICLE VI - EMPLOYMENT OR TERMINATION

A. The Board agrees to notify Para-Professionals of reemployment as soon as possible. It is agreed that such notification will depend upon official receipt of grant approval where applicable.

B. The Board agrees to give early notification of employment termination. It is agreed that such notification is dependent upon official notification of grant termination, where applicable.

C. Reappointment will be based on District-wide seniority.

#### ARTICLE VII - GRIEVANCE PROCEDURES

##### A. Definition

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions



of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees except that the term grievance shall not apply to any matter as to which (1) a method or review is prescribed by law or by any rule or regulation of the State Commissioner of Education, having the force and effect of law, or by any policy of the Board of Education, or (2) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievances.

B. Purpose

1. It is understood and agreed that both the Board of Education and the Association have the right to utilize all the provisions of this article and that grievances may be processed either by the employee who has been aggrieved or by the Board of the Association.

2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. The results of an informal resolution shall be reduced to writing with copies to all parties involved. Both parties recognize that the procedure is available without any fear of discrimination because of its use.

3. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions of problems which may from time to time arise affecting the working conditions of Aides. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

4. Nothing herein contained shall be construed as limiting the right of any Aide having a grievance to discuss the matter informally



with the appropriate member of the administration, and having the grievance adjusted it not inconsistent with the terms of this Agreement.

#### C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, because of extenuating circumstances, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, 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.

#### D. Submission of a grievance

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement, the policy, or the practice involved in the grievance, the time when and the place where that alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.



4. An Aide or group of Aides may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.

5. The Association may submit grievance. If the grievance is limited to one school, the grievance shall be submitted to the building principal or immediate superior.

#### E. Levels

##### 1. Level One

An Aide with a grievance shall first discuss it with his/her principal or immediate superior, either privately or with the Association's Building Representative and/or an officer of the Association present with the objective of resolving the matter informally.

##### 2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and he/she wishes to pursue the grievance, he/she shall submit it to the building principal or immediate superior with copies to the Superintendent and the Association.

b. The building principal or immediate superior shall respond in writing within five (5) school days. If the aggrieved person is not satisfied with the response of the building principal or his/her immediate superior or if no decision has been rendered within the five (5) school days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with copies to the Association within five (5) school days after the decision of his/her building principal or immediate superior or within ten (10) school days after presentation of the grievance in writing, whichever is sooner.



3. Level Three

a. Upon the request of the aggrieved person, the Superintendent or his/her designated representative shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received by him/her.

4. Level Four

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) school days file the grievance in writing with the Association and the Board.

b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association, and the Superintendent in an effort to resolve it.

F. Rights of Aides to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any organization other than the Association. When an Aide is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One.

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

participation.

**G. Miscellaneous**

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separate from personnel files.

2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofore referred to in this Grievance Procedure.

4. A grievance, once it has been acted upon under the provisions of Level Four, shall not be resubmitted.

**ARTICLE VIII - WORKING HOURS**

A. All Aides will work a five and one-half (5 1/2) hour day.

B. The President of the Association shall be granted release time to conduct Association business upon notifying the principal. Such time is not to exceed five (5) hours per month.

C. The President of the Association shall be entitled to released time in addition to that specified in paragraph B above, subject to the prior approval of the Superintendent of Schools or his/her designee.

**ARTICLE IX - WORK YEAR**

A. The work year for Aides shall be the first day for teachers to the last day for teachers.



**ARTICLE X - DEDUCTION FROM SALARY**

A. The Board agrees to deduct from the salaries of its Para-Professionals Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association, or one or any combination of the above Associations as said Para-Professionals individually and voluntarily authorize the Board to deduct.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

**ARTICLE XI - MISCELLANEOUS PROVISIONS**

A. Compliance Between Individual Contract and Master Agreement  
Any individual contract between the Board and an individual Para-Professional, 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.

B. Separability

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

C. Printing of Agreement

The Board will cause one-hundred and twenty-five (125) copies of this Agreement to be printed.

D. Mileage

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty-six cents (.26) per mile, effective on the date of the signing of this Agreement.

**ARTICLE XII - DURATION OF AGREEMENT**

A. This contract shall encompass the understandings between the parties as an Agreement to take effect from July 1, 1990 to June 30, 1993.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.



FOR THE BOARD

Edward H. McCrae  
Edward H. McCrae, President

Jimmy Small  
Jimmy Small, Member

Dr. Kenneth D. King  
Dr. Kenneth D. King, Negotiator

FOR THE ASSOCIATION

Shirley Watson  
Shirley Watson, President

Angie Dupree  
Angie Dupree, Member

Claudette Jenerson  
Claudette Jenerson, Member

Helen Reese  
Helen Reese, Member

Margaret Rogers  
Margaret Rogers, Member

Annie Royster  
Annie Royster, Member

Jack G. Spear, Negotiator

J. Barbara Strand Vice President