

**AGREEMENT**

**Between**

**The BAYONNE BOARD OF EDUCATION**

**And**

**The BAYONNE PARAPROFESSIONAL ASSOCIATION**

*BPA/njea*

*AIDES*

**September 1, 2008**

**through**

**August 31, 2011**

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**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Board" and the BAYONNE PARAPROFESSIONAL ASSOCIATION, NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

**ARTICLE 1**

**RECOGNITION CLAUSE**

1:1 The Board recognizes the Association as the sole and exclusive bargaining agent, pursuant to Chapter 123 of 1975 Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, concerning negotiations for terms and conditions of employment, including, but not limited to, salaries for all regularly employed Classroom Aides.

But Excluding: All administrators, teachers, custodial employees, secretaries, substitute classroom aides, per diem classroom aides, probationary classroom aides and other employees.

1:2 Probationary classroom aides must work one (1) continuous year in order to satisfy the one (1) year probationary period. ✓

**ARTICLE 2**

**NON-DISCRIMINATION CLAUSE**

2:1        The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, marital status, age, sexual preference, or membership, participation in, or lack of participation in, association with, or lack of association with, the activities of any employee organization.

## ARTICLE 3

### GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A grievance shall mean a complaint by an employee that:

(a) There is an alleged violation, misinterpretation, or misapplication of the provisions of this Agreement.

(b) An employee's health or safety is jeopardized by conditions which reasonably should be corrected by the employer. As used in this article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Association.

(c) Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may, from time to time, arise affecting aides. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(d) Should a grievance relate to a complaint of a non-tenured employee which arises by reason of the employee not being re-employed (reappointed), the grievance shall not be grievable beyond the level of the Superintendent.

3:2 Procedures:

3:2.1 An employee shall first discuss the problem with the school official serving as his/her immediate superior. If the matter is not satisfactorily adjusted within two (2) school days, the employee shall submit it in writing within five (5) school days to such immediate superior, above, for a satisfactory adjustment.

3:2.2 Such immediate superior may request a meeting with the employee and an

Association representative prior to making his/her decision, but, in any event, such superior must render his decision in writing, with copies to the employee and the Association, within five (5) school days of the submission to him by the employee.

3:2.3 Failing satisfactory settlement within such time, the aggrieved employee, if his/her immediate superior is not the school principal, may, within five (5) school days, appeal to his school principal, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

3:2.4 Such school principal, or his/her designated representative, shall meet with the employee and an Association representative within five (5) school days after receipt by him of such appeal, and shall give his/her decision in writing to the employee and the Association within five (5) school days of such meeting.

3:2.5 An employee assigned to any school, failing satisfactory settlement after submission of his/her grievance to the school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his grievance to his/her immediate superior within the time prescribed hereby, the aggrieved employee may, within five (5) school days, appeal to the Superintendent, or his/her designated representative, and shall set forth specifically the act or condition on which the grievance was based in the first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this subparagraph is based.

3:2.6 The Superintendent and/or his/her representative shall meet with the employee and an Association representative within twenty (20) calendar days of the receipt by him/her of such appeal, and shall give his/her decision, in writing to the employee and the Association within ten (10) school days of such meeting.

3:2.7 If the employee is dissatisfied with the decision of the Superintendent, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than ten (10) school days after the decision, in writing, by the

Superintendent. An employee, in order to process his grievance beyond level the Superintendent's level, must have his request for such action accompanied by the written recommendation for such action by the Association.

3:3 Procedure for Securing the Services of an Arbitrator:

3:3.1 A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:3.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. Except in cases of termination during the school year of non-probationary teachers aides, the findings of the arbitrator shall be advisory in nature. Only the Board, the aggrieved, and his/her representatives shall be given copies of the Arbitrator's report and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearing. The time limits specified at any step may be extended or reduced in any particular instance by written agreement between the Superintendent or his designated representative and the Association.

3:4 Costs:

3:4.1 Each party shall bear its own costs incurred in the grievance process.

3:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3:5 Content of Forms: When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions, (d) the grievant's dissatisfaction with decisions previously rendered, and (e) the relief sought by the grievant.

3:6 Resolution of Difference by Peaceful Means: The Association, the employees in this bargaining unit, and the Board agree that differences between the parties shall be settled

by peaceful means as provided within this Agreement. The Association in consideration of the value of this Agreement, its terms and conditions, will not engage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

3:7 General Provisions and Time Limits:

3:7.1 Any grievance, as defined in 3:1.1 above, not presented for disposition through the grievance procedure described under 3:2 above, within twenty (20) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association. The time limits specified at any step may be extended in any particular instance by written agreement between the Superintendent and the Association.

3:7.2 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford a fair and reasonable opportunity for all persons proper to be present. "Persons proper to be present" for this section is defined as the aggrieved aide(s), the appropriate Association representatives, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay.

3:7.3 The Association shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings. No grievance shall proceed to arbitration without the Association's written complicity.

3:7.4 In the event the grievance arises out of the alleged action of an individual other than the school principal, the grievance shall be initiated with that official.

3:7.5 Grievances alleging violations of Article 2:1 (discrimination) may be filed



directly with the district Affirmative Action Officer prior to appeal the Superintendent under Section 3:2.5.

## ARTICLE 4

### ASSOCIATION RIGHTS

4:1 Use of School Facilities:

4:1.1 Use of an existing standardized bulletin board by the Association for the posting of only official Association notices and announcements in each faculty lounge. Such notices shall be posted by a designated Association Official. The Superintendent shall be simultaneously provided with a copy of all Association postings.

4:1.2 The Association shall enjoy the right to place material in the mailboxes of the aides' cooperating teachers. In addition, the Association shall have the right to use the interschool mail for official Association notices and business. Only officials of the Association designated by the President of the Association shall make use of such school mail providing a delivery is to be made to the same destination. The Association mail will be delivered only to the Main Office of the School designated. The service is to be used only when necessary. A copy of material for informational purposes only, will given to the Administrator in charge of the particular office, prior to placing the materials in the mailboxes.

4:1.3 The Association will have the right to call meetings before and after school in each school, provided said meetings do not interfere with the proper operation of the school system as determined by the Superintendent.

4:1.4 The Association accepts responsibility for all official correspondence, notices and announcements as set forth above.

4:2 General Provisions:

4:2.1 The Board agrees to make available to the Association upon reasonable request, any information currently in its possession which is a matter of public record.

4:3. Dues Deduction:

(a) The Board agrees to deduct from the salaries of its aides dues for the Bayonne Paraprofessional Association, the Hudson County Education Association, the New Jersey Education Association, and the National Education Association as said aides individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the 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) Representative Fee:

(A) Purpose of Fee - If an employee does not become a member of Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

(B) Amount of Fee

(1) Notification - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues,

initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(2) Legal Maximum - In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

(C) Deduction and Transmission of Fee

(1) Notification - Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(2) Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) 10 days after receipt of the aforesaid list by the Board; or (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(3) Termination of Employment - If an employee who is required to pay a representation fee 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 membership year in question.

(4) Mechanics - Except as otherwise provided in this Article, 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) Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

(6) New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

(D) The Association agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Board in accordance with this article at the request of the Association.

4:3.1 The Association agrees to save harmless the Bayonne Board of Education from any liability subsequent to the Board delivering to the Association's designated representative a check for dues, provided, however, that the Bayonne Board of Education has complied with the statutory requirements of the Dues Deduction Law and has included in said check all funds due

the Association.

## ARTICLE 5

### WORKING CONDITIONS

5:1 Termination during school year:

The BPA shall have the right to pursue to binding arbitration the termination of any non-probationary teacher's aide terminated during the course of the school year.

5:2 Calendar:

5:2.1 Commencement date of school shall conform with that published by the Board in its annual school calendar. All aides are to report for orientation on the first day of the teachers' work year. The aides work year shall be the same as that for teachers.

(a) Teacher aides shall not be required to return to school on Open House Night.

5:3 School Day:

5:3.1 Time:

(a) Aides' sign-in and sign-out times shall be the same as those required for teachers in each aide's assigned school building.

(b) Aides who are required to supervise their pupils during lunch period shall receive an alternate lunch period or a lunch payment prorated on the daily rate.

5:4. Notification of Status:

Classroom aides shall be notified in writing on or before August 15<sup>th</sup> as to whether they will be re-employed for that school year. If offered re-employment, the teachers aide must notify the Board by August 25<sup>th</sup> if the teachers aide accepts the employment.

5:5 Assault: The Board will provide statutory protection for any aide assaulted while acting within the scope of his/her employment.

5:6 Assignments: Any classroom aide that loses his or her position as a result of a change in assignment shall go on the substitute list and be paid at his/her individual daily rate until reassigned to an appropriate child or classroom.

5:7 Facilities: Aides shall be allowed use of all faculty lounges and faculty facilities.

5:8 Aides shall have access to any available telephone situated in faculty lounges. Any personal toll calls are at the aide's expense, either reverse charge, or bill home telephone.

5:9 Child Development Associate ("CDA") – If required, every paraprofessional must attain a CDA/Certified Childcare Professional credential (120 hrs. of formal education). Training will be provided by the Board of Education. Paraprofessionals must attend this training. Attaining and maintaining a CDA is a condition of continued employment.

## ARTICLE 6

### **ABSENCES AND LEAVES**

6:1 No deduction of salary of an appointed employee shall be made for absences as follows:

(a) Death in immediate family - not to exceed three (3) consecutive calendar days, to be used within seven (7) calendar days, one of those days being the funeral. Immediate family shall be considered employee's spouse, parents, children (including adopted children), brother or sister.

(b) Death of an employee's or employee's spouse's grandparent, or an employee's mother-in-law or father-in-law, sister-in-law, brother-in-law, aunt or uncle, not to exceed one (1) calendar day immediately following the death.

(c) A leave for personal business shall be granted to aides upon notice to the Superintendent. Such leave shall not exceed two (2) days per school year, and, if utilized, shall be deducted from the employee's sick leave total. However, if such days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee, and thereafter treated as accumulated sick leave days. The aforesaid personal business days leave shall not be unreasonably denied.

6:2 Sick Leave:

Sick leave shall be allowed to all unit employees who are steadily employed, except during an employee's probationary period, by the Board as follows:

6:2.1 Ten (10) days to be allowed per year for all employees. In the case of absence, the employee involved shall notify a central answering service prior to 7:00 a.m. Between 7:00 a.m. and 7:45 a.m. the employee is to call his/her Principal or his/her school.



6:2.2 Accumulated Days: All unused sick and personal days shall be accumulative.

6:2.3 Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

6:3 Other leaves of absence: Where applicable, The Federal Family Leave Act (FMLA) and/or the New Jersey Family Leave Act (FLA) shall be followed, provided the employee is eligible for coverage. The FMLA and/or the FLA shall be implemented where applicable in accordance with the terms of this Agreement. Any such leave time shall be concurrent with any time for which the employee may otherwise be eligible.

6.4 After 3 months of continuous service during an employee's probationary period, an employee will accumulate 1 sick day per month.

6:5 All Aides shall receive one (1) day for marriage of employee or member of immediate family. This day must be the exact day of the wedding or the calendar day immediately preceding or following the day of the wedding. If school is not in session on the date of the wedding or on either the day prior or subsequent to the wedding, there shall be no allowable absence with pay under this paragraph. It is understood that contractual use of personal days or unpaid leave in connection with a wedding is unencumbered by this paragraph.

## ARTICLE 7

### SALARY

7:1 Aides shall be paid in accordance with salaries set forth in Schedule A attached as part of this Agreement.

7:2 Summer Payment Plan: All teachers aides may individually elect to divide their 10-month salary to be paid through the summer months. The calculation of the division will be based on the employee's monthly calculated salary less all monthly deductions (i.e. pension, taxes, etc.) as of September of the school year for which the deduction will take place. Two-twelfth's (2/12) of the net monthly amount will be deposited in a savings organization. The savings organization will issue four (4) checks to the employee during the summer with one check issued on the 15<sup>th</sup> and 30<sup>th</sup> of July and August.

7:3 Lunch, breakfast and bus duty are to be prorated based on the aides hourly rate. The hourly rate shall be computed by dividing the aides daily rate by 6.

**ARTICLE 8**

**SAVINGS CLAUSE**

In the event that any provision of this Agreement is, or shall at any time be determined contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9

**MATTERS NOT COVERED**

9.1 With regard to matters not covered by this Agreement which are proper subject for collective bargaining, the Board agrees that it will make no changes in the Rules and Regulations of the Board, without appropriate prior consultation and negotiation with the Association, and any agreement shall be reduced to writing.

ARTICLE 10

**MANAGEMENT RIGHTS**

The management of the school district and the direction of the staff are vested exclusively in the Board of Education. Except as expressly limited by this Agreement, the Board retains the sole right to determine all matters pertaining to the staff, including but not limited to the right to hire, train, discipline, terminate, transfer, lay off and reorganize; to determine or change the starting and ending times of the work day and the number of hours to be worked on a daily basis; to promulgate reasonable rules and regulations; to determine job duties, qualifications, classifications and requirements; to utilize non-bargaining unit personnel; and to carry-out the ordinary and customary functions of management whether or not possessed or exercised by the Board of Education prior to the execution of this Agreement.

The above management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent to management. It is understood and agreed that any of the rights or authority the Board had prior to the signing of an initial Agreement are retained by the Board, except those rights which are specifically abridged, granted, or delegated to others or modified by this Agreement.

ARTICLE 11

**INSURANCE OPTION**

11:1 Employees will have the option to purchase the Board selected P.O.S. Plan for the employee only. This does not include prescription or dental.

11:2 The Board will make available an optional disability plan for the membership to purchase through payroll deductions.

11:3 Those paraprofessionals who have completed their one (1) year probationary period (per diem) shall be eligible for a stipend in the amount of \$500 payable in the last payroll check of the school year, provided the paraprofessional has completed a full school year (Sept. – June) as a monthly paraprofessionals. ✓

Example: A paraprofessional hired September 1, 2006, who successfully completes the probationary period on June 30, 2007, would be eligible for a stipend.

A paraprofessional hired November 1, 2006, would not be able to complete the probationary period by June 30, 2007. Consequently, that paraprofessional would not be eligible for a stipend until June 30, 2008.

2009-2010 the stipend shall be \$510.

2010-2011 the stipend shall be \$520.

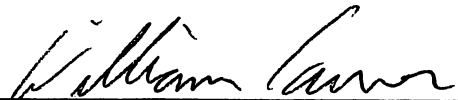
**ARTICLE 12**

**DURATION**

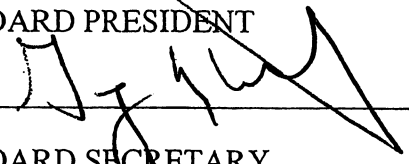
This Agreement and each of its provisions shall be binding upon the parties and effective as of September 2008, and shall continue in full force and effect until June 30, 2011. Negotiations on a successor contract shall commence according to Chapter 123, Laws of 1974.

**IN WITNESS WHEREOF**, the parties hereto have duly caused this Agreement to be executed by their accredited representative, the date and year first above written.

**BOARD OF EDUCATION OF THE  
CITY OF BAYONNE, NEW JERSEY**

By: 

BOARD PRESIDENT




BOARD SECRETARY

**BAYONNE PARAPROFESSIONAL ASSOCIATION**

**NEW JERSEY EDUCATION ASSOCIATION**

**NATIONAL EDUCATION ASSOCIATION**

By: 

PRESIDENT

\_\_\_\_\_

Schedule A

SALARY

PER DIEM RATE

	<u>9/2008</u>	<u>9</u>	<u>9/2010</u>
<u>Classroom Aides:</u>	<u>\$84.46</u>	<u>\$87.00</u>	<u>\$89.61</u>
<u>Special Category Aides:</u>	<u>\$89.61</u>	<u>\$92.30</u>	<u>\$95.07</u>

MONTHLY RATE

	<u>9/2008</u>	<u>9/2009</u>	<u>9/2010</u>
<u>Classroom Aides:</u>	<u>\$1,689.20</u>	<u>\$1,739.88</u>	<u>\$1,792.08</u>
<u>Special Category Aides:</u>	<u>\$1,792.20</u>	<u>\$1,845.97</u>	<u>\$1,901.35</u>

Classroom aides shall be paid out at the per diem rate during the one (1) year probationary period. Beginning on the first day of the month following completion of the one (1) year probationary period classroom aides shall be paid at the monthly rate.