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NOT CIRCULATE

A G R E E M E N T

between

THE SOUTH BRUNSWICK ASSOCIATION OF  
PARAPROFESSIONALS

AND

THE SOUTH BRUNSWICK TOWNSHIP  
BOARD OF EDUCATION

1974 - 1975

LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY

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## ARTICLE I

### RECOGNITION

A. The South Brunswick Board of Education (hereinafter referred to as the "Board"), hereby recognizes the South Brunswick Association of Paraprofessionals (hereinafter referred to as the "Association") as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all paraprofessional personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, but excluding:

Administrators  
Teachers  
Secretaries  
Custodians

B. All references to female paraprofessionals shall include male paraprofessionals.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than October 15, 1974, the Board agrees to commence negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

B. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

## ARTICLE III

### GRIEVANCE

- A. 1. A grievance shall mean a complaint by a paraprofessional that there has been as to him or her a violation, misinterpretation or misapplication of terms of this contract.
2. As used in this definition, the term paraprofessional shall also mean a group of paraprofessionals having the same grievance.
- B. Rights of the Aggrieved: Any individual paraprofessional represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her appeal. The aggrieved shall have the right to present her own appeal or to designate a representative of the Association, or other persons of her own choosing to appear with her at any step in the grievance procedure. Whenever she chooses to have other persons to appear with her, the Association will have the option of being present.
- C. Grievance Notification: The Association shall be notified of all grievances in advance of any grievance meetings in which any paraprofessionals represented by the Association are involved.
- D. Procedure:
1. A paraprofessional with a grievance shall first discuss it with the school principal within fifteen (15) calendar days of its occurrence with the object of resolving the matter informally.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the paraprofessional within five (5) work days, she shall set forth her complaint in writing to the school principal, said grievance shall set forth the grounds of the grievance and the specific provisions of the contract violated. The principal shall communicate his decision to the paraprofessional in writing within five (5) work

days of receipt of the written complaint.

3. The paraprofessional may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and, upon request, with the paraprofessional or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days. The Superintendent shall communicate his decision in writing to the paraprofessional and the principal.
4. If the grievance is not resolved to the paraprofessional's satisfaction she may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, at its option, hold a hearing with the employee, and render a decision in writing within ten (10) work days of receipt of the request. In the event that the Board chooses to hold a hearing, the Board may create a grievance hearing committee which shall have the right and authority to hear testimony and receive evidence and render a decision as though the full Board heard the evidence.
5. If the grievance is still not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, the grievance may be submitted to The American Arbitration Association (AAA) for arbitration by a written notice to the Board within ten (10) work days following receipt of the Board's decision.
6. The arbitrator shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue

his decision not later than twenty (20) calendar days from the close of the hearings, or if oral hearings have been waived, then from the date the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

#### ARTICLE IV

##### VACANCIES

- A. Opportunity shall be given to any paraprofessional to apply for any position for which she may be qualified.
- B.
  1. Notice of any vacancies occurring during the school year shall be posted in each school. Application for said positions shall be made in writing within ten (10) 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.
  3. No vacancy shall be filled within ten (10) work days of posting except in the case of an emergency.

shall be entitled to the following nonaccumulative leaves of absence with full pay each school year.

- a. Time necessary for appearances in any legal proceeding connected with the paraprofessional's employment or with the school system.
- b. Death in the family
  1. Three days (3) leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, brother, sister, husband's parents and grandparents and wife's parents and grandparents.
  2. Two additional days of absence with pay may be granted upon approval by the Superintendent for unusual and extenuating circumstances. All applications shall be made in writing setting forth in detail the unusual and extenuating circumstances.
- c. Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the employee is entitled.
- d. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE VI

SALARY, WORK YEAR AND SELF-IMPROVEMENT

A. Salary Guide                      1974-1975                      Effective September 1st, 1974

<u>Lunchroom</u>	<u>Elementary</u>	<u>High School</u>
*1	2.58	3.08
*2	2.83	3.33
*3	3.08	3.58

  

<u>Library</u>	<u>Clerical</u>	<u>Instructional</u>
1	2.58	3.08
2	2.83	3.58
3	3.08	4.08

  

<u>Classroom</u>	
1	3.08
2	3.58
3	4.08

  

<u>Learning Center</u>	
1	3.08
2	3.58
3	4.08

  

<u>Dev. P. E.</u>	
1	3.08
2	3.58
3	4.08

  

<u>Spec. Ed.</u>	
1	3.08
2	3.58
3	4.08

  

<u>Trainable (Kingston)</u>	
1	3.33
2	3.83
3	4.33

B. Paraprofessionals shall be guaranteed a minimum of 170 work days per year, or ten days less than total number of days school is in session, whichever is less, and shall be paid in equal semi-monthly installments. When more than 170 days are worked the additional days shall be paid in one sum at the end of June.

C. Self-Improvement Incentive:

In order to encourage professional development, the Board agrees to establish  
\* Steps = years of employment



a self-improvement incentive of twenty-five cents (.25¢) per hour to be paid upon completion of one of the following:

1. The attainment of a Teacher's Assistant Certificate, issued by an accredited college.
2. The completion of a comparable in-service program designed by the district for self improvement. Said in-service programs shall be developed within a reasonable time but in no case later than January 15th, 1975, by the Superintendent or his designee and shall consist of at least sixty (60) credit hours.
3. A combination of categories 1 and 2 with the approval of the Superintendent, consisting of at least sixty (60) credit hours.

During the development of the in-service program, the Association may be consulted as to the scope and sequence of the program.

#### ARTICLE VII

##### HOSPITALIZATION

Blue Cross, Blue Shield shall be provided for full time employees (20 hours or more). Part time personnel shall have the option of joining the group upon payment of the full premium.

#### ARTICLE VIII

##### MEETINGS

When requested by the school principal and approved by the Superintendent, a paraprofessional shall be paid when attending meetings, seminars or conferences or workshops which are directly related to the job performed.

#### ARTICLE IX

##### DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its paraprofessionals dues for the NJEA, NEA or anyone or any combination of such Associations as said paraprofes-

sional individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52 14-15.9a) 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 SBAP by the 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.

#### ARTICLE X

##### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information in the public domain.
- B. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance proceeding, grievance conferences, or grievance meetings, she shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- D. The Association may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal at reasonable times, when

such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

- E. The Association may be permitted the reasonable use of the inter-school mail facilities and school mail boxes.

#### ARTICLE XI

##### FULLY BARGAINED PROVISIONS

- A. 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 of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 303, Public Laws 1968.
- B. 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 XII

##### 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.

#### ARTICLE XIII

##### MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board Policy for the term of said

Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy, subject to the legal authority and duty of the Board to change policies when necessary in the public interest and consistent with the provisions of Chapter 303, Public Law 1968.

- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject 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 provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by the Association, to Board  
South Brunswick Board of Education  
New Road  
Monmouth Junction, New Jersey 08852
  2. If by Board, to Association  
President  
at the appropriate building
- E. In the event of a planned reduction in aide positions, every reasonable effort shall be made to accomplish it through normal attrition. In the event that this is not possible, system seniority with each category (salaried or hourly) shall be the determining factor.

ARTICLE XIV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1st, 1974 and shall continue in effect until June 30th, 1976, with the exception of Article VI, Salaries Section A, which shall be negotiated under the provisions of Article II of this Agreement.

SOUTH BRUNSWICK ASSOCIATION  
OF PARAPROFESSIONALS

Alice Halperin  
PRESIDENT

Arline H. Graham  
SECRETARY

BOARD OF EDUCATION OF  
SOUTH BRUNSWICK TOWNSHIP

Thita J. Duffy  
PRESIDENT

J. Bruce Meyer  
SECRETARY