

MARCH 26, 2010

AGREEMENT
Between
SOUTH BRUNSWICK BOARD OF EDUCATION
and
SOUTH BRUNSWICK ASSOCIATION OF
PARAPROFESSIONALS

July 1, 2009,
through
June 30, 2012

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Recognition	1
2	Negotiation of Successor Agreement	1
3	Employee Rights and Privileges	1
4	Grievance	1
5	Postings, Transfers and Vacancies	4
6	Leaves of Absence	5
7	Evaluation	10
8	Work Year and Contract System	11
9	Health Benefits	13
10	Meetings	14
11	Deductions from Salary	14
12	Association Rights and Privileges	17
13	Fully Bargained Provisions	17
14	Separability	18
15	Management Rights	18
16	Seniority	18
17	Work Continuity Clause	19
18	Miscellaneous Provisions	19
19	Compensation	20
20	Duration of Agreement	24
Schedule A	Hourly Rates for 2009-2010, 2010-2011, and 2011-2012	25

ARTICLE 1 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 negotiations 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, Bus Drivers, Computer Technicians, Custodians, Foremen, Head Custodians, Maintenance, Secretaries, Teachers.
- B. Employees working less than ten (10) hours per week - Unit A.
Employees working ten (10) or more hours per week - Unit B.
- C. All references to female paraprofessionals shall include male paraprofessionals.
- D. Whenever the word "principal" is listed, it shall also mean Administrator in charge of the program.

ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agrees to commence negotiations in accordance with Chapter 123 of Public Laws of 1974.
- 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 3 EMPLOYEE RIGHTS AND PRIVILEGES

- A. If an employee is required to meet with an administrator concerning any matter that could adversely affect his/her employment, prior notice shall be given to the employee when possible. The administrator shall inform the employee of his/her right to bring a representative of the Association.
- B. Criticism of an employee's performance by a supervisor, administrator or Board member shall be made in confidence and not in the presence of students, staff, co-workers or the public, unless the District's obligation for student and/or staff safety require otherwise.

ARTICLE 4 GRIEVANCE

- A. 1. A grievance shall mean a complaint by a paraprofessional that there has been a violation, misinterpretation, misapplication of terms of this contract,

administrative decisions and violation of policies. Grievances affecting administrative decisions and violation of policies shall not be submitted to arbitration.

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 his/her appeal. The aggrieved shall have the right to present his/her own appeal, or to designate a representative of the Association, or other persons of his/her own choosing to appear with him/her in the grievance procedure. The aggrieved may only represent himself/herself through Level 2 of the process without Association representation. Whenever he/she chooses to have other persons to appear with him/her, the Association shall have the option of being present and have the right to speak.

C. Grievance Notification

The Association will 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) work days of its occurrence with the object of resolving the matter informally.

**Wherever the word "principal" is listed, it shall also mean Administrator in Charge of Program.*

Level 1

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the paraprofessional within five (5) work days, he/she shall set forth his/her complaint in writing to the school principal or administrator in charge of program. The written grievance shall specify:

- (1) The specific provision(s) of the contract alleged to have been violated;
- (2) The nature and extent of the injury or loss;
- (3) The remedy sought;
- (4) The result of the previous discussion as noted in Article 3.D.1;

- (5) His/her dissatisfaction with the decision previously rendered by the principal as noted in Article 3.D.1.

The principal or administrator in charge of program shall communicate his/her decision to the paraprofessional in writing within five (5) work days of receipt of the written complaint.

Level 2

3. The paraprofessional may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) work days of the principal's response 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/she 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 or administrator in charge of program.

Level 3

4. If the grievance is not resolved to the paraprofessional's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing within five (5) work days of the Superintendent's response. The Superintendent shall forward the request to the Board and shall attach all related correspondence. The Board shall review the grievance and, 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.

Level 4

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 Public Employment Relations Commission (P.E.R.C.) for arbitration by a written notice to the Board within ten (10) work days following receipt of the Board's decision.
6. a. 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/her.

- b. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
 - c. 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.
 - d. The arbitrator shall be without power to add or subtract from the Agreement.
 - e. The arbitrator shall first rule on the arbitrability of any matter presented to him/her.
 - f. The arbitrator shall make a ruling on the matters properly presented to the arbitrator by the parties.
 - g. The arbitrator shall rule in accordance with the rules and regulations of the P.E.R.C.
 - h. 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 arbitrator's fee shall be shared equally by the Board and the Association.

ARTICLE 5 **POSTINGS, TRANSFERS AND VACANCIES**

- A. The word "vacancy" as used in this contract may be defined as:
 - 1. A new position.
 - 2. A position from which a paraprofessional has resigned.
 - 3. A position which is vacated due to transfer, termination, leave, or promotion.
- B. All vacancies shall be posted on each staff bulletin board in accordance with the following procedure:
 - 1. When school is in session a notice shall be posted in each school, indicating the position that is open and the final dates for filing applications. A copy of said notice shall be given to the Association at the time of posting. Application for said positions shall be made within ten (10) work days of said posting. Receipt of the application shall be acknowledged electronically when the application is submitted.
 - 2. Notice of any vacancies occurring during the summer months shall be sent to the President of the Association either by mail to his/her home address or email address, which the president shall choose each year.

3. No vacancy shall be filled within ten (10) work days of posting. In the case of an emergency a paraprofessional may be assigned temporarily.
- C. In the event there are no outside applicants being interviewed for a position, then all inside candidates will be given consideration for the position but not necessarily an interview. In the event outside candidates are interviewed, then all inside candidates will be given an opportunity for an interview.
- D. In the event that a paraprofessional wishes to transfer to another position if a vacancy shall occur during the summer months, said person shall send a written statement to the Superintendent of Schools prior to the closing of school annually. Said notice shall be kept on file during the two summer months only.
- E. Paraprofessionals who have acquired experience, skill and ability, physical or otherwise, to do the work required in the job, without training, shall be given consideration before an applicant outside the school system. All such applicants shall be considered and will be given a reply to their application. The Superintendent of Schools or his/her designee shall determine the qualifications and abilities of the employees who apply, and in the event that two applicants are of equal experience, skill and ability, the applicant with the greater seniority shall be awarded the job.

ARTICLE 6 **LEAVES OF ABSENCE**

- A. Sick leave is hereby defined to mean absence from duty of any full-time paraprofessional because of personal disability due to illness or injury, or because he/she has been excluded from school by the School District's medical authorities because of a quarantine for such disease in his/her immediate household.
 1. Full-time paraprofessionals shall be allowed ten (10) days leave in any one year for illness or injury. Such leave defined as absences from duty due to illness or injury shall be subject to verification of a physician. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.
 2. Bargaining unit members newly employed after the beginning of any work year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.
 3. All employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
 4. Unit members who retire from the district shall be compensated for accumulated sick leave by the following formula:

100% of accumulated sick leave days times \$23.00 = compensation effective July 1, 2008.

"Retirement" is defined as establishing eligibility to receive retirement benefits under the P.E.R.S. system.

5. Absences During Working Day

Paraprofessionals may not leave the buildings in which they work during their assigned working day (exclusive of lunch time) without permission from their supervisor.

6. Those paraprofessionals called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

B. Other Leaves

A paraprofessional shall be entitled to the following non-accumulative leaves of absence with full pay each school year.

1. Time necessary for appearances in any legal proceedings connected with the paraprofessional's employment or with the school system, except in those instances where the paraprofessional is a defendant and the School Board is the plaintiff and cases where the paraprofessional is a plaintiff and the School Board is a defendant.

2. Death in the Family

a. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the paraprofessional, parents, grandparents of paraprofessional or spouse, other family members for whom the paraprofessional is legally responsible and any other member of the immediate household.

b. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.

c. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

d. Leaves taken pursuant to subsection a. above shall be in addition to any sick leave to which the employee is entitled.

3. Personal Leave

- a. Paraprofessionals who work twenty (20) or more hours per week shall be entitled to two (2) personal days per year or four (4) half days.
 - b. Two (2) unused personal days annually shall be converted to accumulated sick leave.
 - c. The paraprofessional requesting personal leave shall inform the administrator at least 24 hours before the intended usage, except under emergency situations.
4. All extensions or renewals of leaves shall be applied for and granted in writing.
5. For leave purposes, "half day (1/2)" is defined as half of the scheduled work hours for the specific employee. If leave is taken for more than a half-day, a full day of leave is charged. If leave is for a half-day or less, a half-day of leave is charged.

6. Child Rearing Leave

- a. In the case of a birth of a child, any paraprofessional who has been employed for three (3) continuous years shall have the right to apply for a leave without pay for child-rearing purposes the balance of the school year (concluding June 30) in which the child is born.
- b. Application for child-rearing leave shall be made by the paraprofessional to the Superintendent at least three (3) months prior to the anticipated birth of the child.
- c. Any paraprofessional adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 6. a. which shall commence upon the date such paraprofessional obtains custody of the child. Since such date of custody cannot be predicted in all cases, notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
- d. Nothing herein shall prevent the paraprofessional and the Board from agreeing that a paraprofessional may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board. Denial of a request for earlier return shall not be arbitrable under Article 4.
- e. Upon return from a child-rearing leave all benefits to which the paraprofessional was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.

This provision does not extend to reinstatement of the percentage level under dental insurance. A paraprofessional returning from this leave shall receive dental insurance based upon the rules of the carrier.

- f. The Board of Education shall pay the cost of medical insurance under the terms of Article 9, A. for each paraprofessional on leave under the above provisions for three (3) months following the start of the leave or one (1) month following the birth, whichever occurs first.

C. Extended Disability

1. Total Disability

"Total disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the paraprofessional from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c. The paraprofessional must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- a. Extended total disability benefits shall be payable to all half-time (20 hours per week) or more paraprofessionals who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any paraprofessional who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph d. below.
- c. Benefits shall also not be available to any paraprofessional who submits her resignation in writing prior to start of her total disability.
- d. Benefits to a paraprofessional whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided the paraprofessional is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of original disability.

3. Benefits

- a. A paraprofessional becomes eligible for payment under this Section: only after using one hundred (100) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the paraprofessional is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month paraprofessional (from September to June) shall not be eligible for benefit payment under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven (67%) percent of a paraprofessional's salary subject to the limitations of e. below.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a paraprofessional by four (4). Benefits also shall be payable for a portion of a month. In no case shall the number of months benefits are received exceed 10 months.
- d. In no case shall benefits be payable concurrently with payments received by a paraprofessional for retirement under any state employee's pension plan.
- e. Benefits under this program shall be reduced by the amount of any Worker's Compensation payments and by disability payment under Social Security. The paraprofessional shall be required to apply for such payments, if potentially eligible.
- f. Once disability eligibility begins under this Article and if a paraprofessional is eligible for Social Security disability payments, his/her payments under this Section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. Exclusion of Benefits

- a. Benefits shall not be payable for a disability resulting from:
 - (1) Disease or bodily injury wilfully and intentionally self-inflicted.

- (2) Injury incurred or disease contracted prior to becoming a paraprofessional of the South Brunswick School System, unless employed for more than three (3) years in this system.
 - (3) Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.
5. Procedure for Applying for Benefits
- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the paraprofessional.
 - b. An application for total disability shall be submitted only after the sick leave days, under the terms of 3.a., have been used to cover absence resulting from his/her total disability or, in the event the paraprofessional has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

- D. Three (3) days per year, or the equivalent in hours, will be provided for the President of the Association to attend to Association business. Notice as to said use shall be given to the President's immediate supervisor.

ARTICLE 7 EVALUATION

A. Evaluation of Paraprofessionals

It is agreed that meetings shall be held for the purpose of developing an evaluation procedure for all unit members. Any such procedure shall be mutually acceptable before it is activated.

B. Paraprofessional Evaluation Procedure

Evaluation reports shall be completed annually for all paraprofessional staff. The evaluation report shall be completed no later than May 15th of each year. All appraisals of the work performance of a paraprofessional shall be conducted openly and with full knowledge of the paraprofessional. The evaluation shall be based on the job description and performance expectations for the role filled by the paraprofessional.

The formal evaluation shall be conducted only by an administrator. The written report shall be generated on the agreed-upon form. Any rating other than "S" or "NA" shall be explained in narrative form with a prescriptive statement.

The paraprofessional shall be given a copy placed in a sealed envelope of any evaluation report prepared by his/her evaluator at least three (3) days before the conference to discuss it. The conference shall be scheduled at a mutually convenient time.

Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the paraprofessional has reviewed the report. The paraprofessional shall be required to sign only the completed form. Signing of the form indicates neither agreement nor disagreement with the contents but merely that the paraprofessional has seen the form. If he/she so desires, the paraprofessional may append a rebuttal statement to the report to also be placed in the personnel file.

Any complaints regarding a paraprofessional made to any member of the administration by a parent, student, or other person which are used in any manner in evaluating a paraprofessional, shall be promptly investigated and called to the attention of the paraprofessional. The paraprofessional shall be given an opportunity to respond to and/or rebut such complaint(s).

A paraprofessional shall have the right, upon request, to review the contents of his/her personnel file.

No materials derogatory to a paraprofessional's conduct, service or personality while employed in South Brunswick shall be placed in his/her personnel file unless the paraprofessional has had an opportunity to review the material. The paraprofessional shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to a statement on the file copy. The signature indicates neither agreement with nor disagreement with the contents. The paraprofessional shall also have the right to submit a written rebuttal to such material to be reviewed by the Superintendent or his/her designee and attached to the file copy.

ARTICLE 8 **WORK YEAR AND CONTRACT SYSTEM**

- A. Each paraprofessional shall serve a probationary period of thirty (30) days. At any time during the probationary period, the Board may terminate the services of the new paraprofessional for any reason. Effective upon ratification of the 2009-2012 Agreement, the Board shall notify unit members whether they shall be reemployed by June 15 each year.
- B. There shall be a contract system under which, insofar as possible, employees shall be offered a written contract specifying a minimum number of hours to be worked during that school year.
- C. The normal date for issuance of such contracts shall be no later than September 15th of each year. If not given directly to the paraprofessional, the contract should be folded and stapled before being left in any mailbox or receptacle.

Employees must signal their intention to accept such a contract by signing the contract and forwarding it to the District's Personnel Office within seven (7) days of receipt.

- D. It is understood that the District may not be able to extend such contracts to all unit members because of the fluidity of their work situations. In these cases, if and when a regular number of hours can be determined which will continue until the end of the school year, a contract shall be issued at that point. Furthermore, employees who receive contracts are cautioned that these contracts provide minimum annual hours and may be increased or decreased based upon District need.
- E. "Before school" and "after school" program time will be included in the contract listed in B. and D. above.
- F. Hours worked by an employee over and above the contracted hours shall be vouchered.
- G. Employees who have received a contract shall be provided thirty (30) days written notice of a reduction in those contracted hours or a reduction-in-force. Reduction in hours for contracted or vouchered before or after school hours shall require a fifteen (15) day written notice with thirty (30) days notice when possible. This notice shall not apply to the first 30 days of employment.
- H. The contract system shall maintain the hourly rate approach.
- I. The Association recognizes that the Board, through its Administration, may alter contracted hours from year to year and that these changes themselves are not grievable under this Agreement.
- J. Employees who receive a contract shall receive their base pay (total pay minus any vouchered hours) in twenty (20) equal instalments commencing on September 15th.
- K. Employees who receive a contract shall be eligible to participate in all employee deduction plans offered to other District employees as long as the total of all such deductions combined with required deductions (i.e. Federal and New Jersey income tax; S.U.I.; Social Security taxes; P.E.R.S. and life insurance) in a pay period do not exceed the gross base pay listed in J. above.
- L. If the system which the parties have agreed to in A. through K. above is held to be illegal for all employees or a category of employees, such system shall be null and void for all employees or such category, respectively. In that event, the parties shall revert to the voucher system in effect prior to this Agreement.
- M. On delayed openings, early release days, or emergency closings, paraprofessionals will not be required to make up lost time.
- N. If training is held beyond the work day or work year, compensation will be provided.

ARTICLE 9 **HEALTH BENEFITS**

- A. During the terms of this Agreement all eligible employees and their eligible dependents will receive the following benefits:
 - 1. Blue Cross/Blue Shield, Rider J, and Major Medical benefits through the School Employees Health Benefits Plan. No earlier than April 1, 2010, any employee who is enrolled in Direct 10 shall pay the difference between the Direct 10 Plan option and the Direct 15 Plan option by way of equal payroll deductions. Employees will have the opportunity to switch Plan options prior to the implementation of this section.
 - 2. Dental Insurance
 - a. Dental insurance for employees only through the New Jersey Dental Service Plan with a \$25.00 deductible. Effective July 1, 2010, eligible employees will be covered by a family dental plan. Unless and until a change is negotiated by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$507 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$507 plus the single plan cost, the additional cost shall be borne by paraprofessionals covered by the family plan. The plan in effect is the N.J. Dental Service Plan with a \$25.00 deductible.
 - b. Effective June 1, 1986, employees who are scheduled to work twenty (20) or more hours per week shall be eligible to receive single dental insurance under the terms of the Board's carrier. Effective July 1, 1996, any new paraprofessional hired by the district must work thirty (30) hours or more per week in order to be eligible to receive single dental insurance.
 - 3. Prescription Plan
 - a. Effective July 1, 2008, the prescription co-pay for an employee shall be \$20 for brand name with a generic equivalent available, \$15 for brand name with no generic equivalent available, \$3 for generic, and a mail order of the same relevant co-pay (\$20, \$15, \$3) for a 90 day supply.
 - b. Effective July 1, 1993, unit members whose official employment commences on or after July 1, 1993, shall be covered by single prescription insurance for the first three (3) years of employment. Said unit members may buy into other enrolment levels. Effective July 1, 1996, any new paraprofessional hired by the district must work 30 hours or more per week in order to be eligible for single prescription coverage. After the completion of three years employment, he/she shall be eligible for family coverage.

- B. 1. a. Effective June 1, 1986, an employee retiring from the District shall be eligible to purchase existing prescription and/or dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.
- b. An employee "retiring" means an employee who is eligible to receive, applies for and receives a pension payment under P.E.R.S.
2. a. The employee must elect to exercise such an option immediately upon retirement.
- b. An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1st.
3. Failure to elect such coverage initially under 2.a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five-year period. Subsequent cessation of coverage under 2. b. above constitutes a waiver of the applicable insurance for the remainder of the five (5) year period.
4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1st each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.

ARTICLE 10 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 11 DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its paraprofessionals dues for the NJEA, NEA, or any one or any combination of such Associations as said paraprofessionals individually or voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJS 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. The

Association guarantees that the Board will be saved harmless from any and all legal actions that may arise regarding the collections, transfer, assessment, disbursement, misappropriation, loss or theft of these monies.

- 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. Agency Fee

Effective on the 30th day after mutual ratification of this Agreement, there shall be an agency fee procedure as follows:

1. Purpose of Fee

If an employee in Unit B does not become a member of the 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.

2. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representative fee to be paid by nonmembers will be determined by an impartial Arbitrator in accordance with the law.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative 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 may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in regard to the amount of the representation fee, it automatically will be increased or decreased to the maximum allowed. Said increase or decrease will become effective as of the beginning of the Association membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

a. Notification

On October 15th during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those Unit B 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 b., below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal instalments, as nearly as possible, from the paychecks paid to each affected employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) ten (10) days after receipt of the aforesaid list by the Board; or
- (b) thirty (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 ten (10) days after resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminated 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.

d. 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.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. The parties agree that Unit A employees are not covered by this provision.

ARTICLE 12 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 proceedings, grievance conferences, or grievance meetings, he/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 interschool mail facilities and school mail boxes.
- F. The Association shall be informed of employment/work status of all persons performing unit work upon request of the Association president.

ARTICLE 13 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 parties at the time they negotiated or executed this agreement, except as required by Chapter 123, Public Laws 1974.
- 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 14 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 15 MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
 - 1. To hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees.
 - 2. To abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the administration or supervisory organization of the District or for other good cause (18A:28-9).
 - 3. To maintain the efficiency of the school district operations entrusted to them.
 - 4. To determine the means by which such operations are to be conducted, and
 - 5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE 16 SENIORITY

- A. There shall be seniority lists established annually as follows:
 - 1. Subsequent to the last day of school but prior to September 1st of each year in which this Article is in effect, the Board will prepare two seniority lists. The parties shall confer and agree on these lists prior to September 30th. If there is no agreement the Board will issue the lists.
 - 2. One seniority list shall be for instructional experience and one seniority list shall be for duty experience.

3. Seniority shall be based upon continuous employment in a unit position. Initial placement shall be based solely on the date of hire.
 4. Employees shall be placed within the following three seniority categories:
 - from 1 month to 30 months experience
 - over 30 months but less than 60 months
 - over 60 months
 5. Anyone within each of the first two categories shall be viewed as equal in seniority. Those in the third category shall be ranked in seniority based upon individual date of hire.
- B. If a reduction in force occurs which would eliminate the total employment of an individual, then all employees in the least senior category must be released before reductions are made in the next highest category.
- C. Transfers, assignments and reductions in hours worked shall not be subject to this seniority provision.
- D. If a reduction in hours would eliminate health benefit coverage for a senior employee, i.e. second or third level of seniority, then all less senior employees must have their hours reduced first. If an individual hired before July 1, 1996, is working 30 hours as of June 17, 2008, her/his hours cannot be reduced below 30 hours unless all less senior employees have their hours reduced first.

ARTICLE 17 WORK CONTINUITY CLAUSE

- A. The Association agrees that for the life of this contract, there shall be no strike, slow down, sick-out or other similar concerted action, the result of which is a concerted effort or an individual effort by an employee or a group of employees to withhold an employee's or group of employees' services from the Board.
- B. The Board agrees that for the life of this Agreement, there will be no lock-out of employees or the Association.

ARTICLE 18 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 123, Public Law 1974.
- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions

of the 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 hereinafter 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 registered letter at the following addresses:
 - 1. If by the Association, to Board:
South Brunswick Board of Education
PO Box 181
Monmouth Junction, NJ 08852
 - 2. If by the Board, to Association:
President at the appropriate building, or to the home of President during school recess periods.

ARTICLE 19 COMPENSATION

A. Salary Guides

- 1. No step on these guides shall fall below minimum wage as established by the government of the United States. When hiring a new paraprofessional, credit for previous experience may be granted up to a maximum of five (5) years.
- 2. In order to receive incremental movement on the salary guide, an employee must have been in a pay status for at least 1/2 of the scheduled work days during the previous school year. Pay status is defined as all days the employee worked or was on a paid leave of absence.

B. Workshops

- 1. Paraprofessionals who are required to attend training workshops shall be compensated at their hourly rate.
- 2. If a principal directs an employee to attend a workshop and gives written, prior approval, the Board will pay mileage pursuant to **G.** below.

C. Vouchers

Copies of pay vouchers or other documentation will be attached to the individual paycheck to which such vouchers relate.

D. Community Education Program Leaders

In addition to the amounts paid by voucher for parent orientation time, the stipend for Program Leaders will be as follows:

Morning \$811

After School

Up to 50 average attendance	\$956
50-75 average attendance	\$1197
76 or more	\$1595

E. Longevity

1. Any employee who has been employed in a unit position for ten (10) or more years of continuous service or twenty (20) or more years of continuous service shall receive the longevity payment detailed under 4. below.
2. "Continuous employment" in this section shall be defined as working in a unit position without a break in service except as noted in a. below:
 - a. The layoff of an employee by the Board shall not constitute a "break-in-service". However, the period of time on layoff shall not count towards the ten (10) years required in 1. above.
3. Voluntary resignations shall constitute a break in service.
4. Employees qualifying under the terms of E. 1., 2., and 3. shall receive a longevity payment for ten years of service as listed in Article 19, Salary Guide and for twenty years of service as listed in Article 19, Salary Guide.
5. Eligibility for longevity payments at the ten (10) year level and at the twenty (20) year level shall commence on the first of the month following the anniversary date. The district shall calculate the number of hours worked by the paraprofessional for the balance of the work year starting with the commencement date for said payment and shall make prorated payments over the full work year beginning with the first pay check of the year in which the anniversary date occurs.

F. Incentive

1. Paraprofessionals shall receive a self-improvement incentive upon the attainment of an Associate Degree issued by an accredited college. All such employees shall, in addition to their hourly rate and longevity, receive an additional amount per hour as indicated in Article 19.
2. Paraprofessionals shall receive a self-improvement incentive upon the attainment of a Teacher's Aide Certificate, issued by an accredited college.

All such employees shall, in addition to their hourly rate and longevity, receive an additional amount per hour as indicated in Article 19.

3. Employees possessing both the degree and the certificate under F. 1. and F. 2. shall receive the higher incentive payment only.
4. Both parties agree that the list of courses as published by any accredited college in the field of education for paraprofessionals shall be acceptable for credit toward sections F. 1. and F. 2. of this Article with the following conditions:
 - a. At least one (1) college-accredited course will be offered on the premises of the South Brunswick School District after work hours each semester, provided that the number of people enrolled meets Middlesex County College standards for implementing this type of program. The specific location of the facility within the District will be determined by the Superintendent and provided at no cost to the employees,
 - b. The cost of any textbooks, as required by any accredited college, shall be paid by the Board of Education.
 - c. The total cost of the course, i.e., tuition and fees, shall be paid by the members of the bargaining unit who are enrolled in the course.

G. Mileage Reimbursement

Any employee who uses his/her personal vehicle for any school related business will be reimbursed by the Board at the State rate per mile unless there is a final determination or a state regulation which determines that the district shall pay at the IRS rate.

H. Educational Overnight Trips

A paraprofessional who is requested to attend an educational overnight trip by a school administrator, and who receives authorization in writing from the school administrator, shall receive the following stipend per day over the regular work day's pay: \$29.

- I. 1. When a paraprofessional is asked to and agrees to conduct training outside of the regular assigned work day or year, that trainer will be paid at the per hour rate of \$29.

2. When a paraprofessional is asked by an administrator and agrees to train one or more other paraprofessionals during the regular work day and year, the trainer shall receive an additional fifty (50%) percent over his/her regular salary for the time spent carrying out that training.
- J. Effective July 1, 2008, all unit members shall be paid through a direct deposit system under rules established by the Administration.

ARTICLE 20
DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2009, through June 30, 2012.

**SOUTH BRUNSWICK
BOARD OF EDUCATION**

President

Secretary

Date

**SOUTH BRUNSWICK
ASSOCIATION OF
PARAPROFESSIONALS**

President

Secretary

Date

SCHEDULE A

2009-2010		2010-2011		2011-2012	
STEP	RATE	STEP	RATE	STEP	RATE
2	10.77	2	10.89	2	10.99
3	10.97	3	11.09	3	11.19
4	11.17	4	11.29	4	11.39
5	11.37	5	11.49	5	11.59
6	11.57	6	11.69	6	11.79
7	11.76	7	11.88	7	11.98
8	12.25	8	12.37	8	12.47
9	12.76	9	12.88	9	12.98
10	13.24	10	13.37	10	13.47
11	13.7	11	13.83	11	13.93
12	14.19	12	14.32	12	14.42
13	14.83	13	14.96	13	15.06
14	15.54	14	15.66	14	15.77
15	16.26	15	16.38	15	16.49
16	17.02	16	17.14	16	17.25
17	17.82	17	17.94	17	18.05
18	18.66	18	18.78	18	18.9
19	19.52	19	19.64	19	19.76

Longevity 10 years	\$1.10
Longevity 20 years	\$2.00
Incentive	\$1.00
Teacher Aide Certificate	\$0.80
Autistic	\$1.00