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Security Proposal Between  
New Brunswick Board of Education

And

New Brunswick Public School Security Aides

September 1973 to September 1974

Article 1. Purpose

It is the intent and purpose of the parties hereto, to set forth herein the proposal covering rates of salary, hours of work, and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between the said parties.

Article 2. Recognition

The Board recognizes the Security Aides Association as the exclusive bargaining agent for the Security Aides for the purpose of collective bargaining in respect to salary, hours of employment and other conditions of employment.

Article 3. Management

Recognition of Rights and Functions of Management

Subject to the provisions of this proposal the Security Aides Association agrees that supervision, management and control of the Board's operations are exclusively the function of the Board and that the Board has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operation.

Article 4. Fair Practices

The School aides and Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of any employee organization.

Article 5. Notice of Discharge

1. Employees shall be discharged only for just cause.
2. The Board should notify the School Aide President or the Aide-in-Charge of security in the school where he or she works, in writing of all discharges together with the reason for such discharge.
3. If the Association claims that a discharge is improper it will file within five(5) working days after receipt of such discharge.
4. Any dispute with respect thereto shall be taken up in accordance with the Grievance and Arbitration procedure hereinafter set forth.
5. If any discharge is found to be unfair or discriminatory the employee shall be reinstated with full seniority rights and retroactive pay for all time loss, unless the parties agree otherwise.
6. In the event of any suspension or other matters involving retroactive pay, the procedure shall be the same as above.

Attached

General Statement of Duties and Responsibilities

Under direct supervision of the Principal or Security Chief, the School Aide relieves the teacher of school activities which do not require teaching or other professional skills.

Examples:

Relieves teachers of yard, hall, lavatory, and assists in study hall when needed. Handles the arrival and departure of children transported to school by bus.

Assists in maintaining order in the lunchroom, relieves the children in the lunchroom, directs them in disposing of wraps, and in lining up for lunch service.

Receive and assists children in study hall before regular school day starts. Maintain order outside after school. Example, parking lot, and no further than school boundary until covered by juvenile officers.

Article 6. Rates of Salary and Other Benefits

The salary rates shall be as followed for all School aides due to continuous rise of cost of living.

Current Salary	Difference	Asking Salary
One years experience or more		
\$3,987.90	\$412.00	\$4,399.90
Head Aide		
\$4,320.23	529.00	4,849.23
	Yew Aide	3,987.90

Article 7. Leave Policies

Sick Leave

1. Ten(10) month employees shall be allowed fifteen(15) days leave because of personal illness per year. The unused portion of such sick leave at the end of any year shall be cumulative.
2. In case of continued illness the Board of Education may grant an additional leave under such circumstances and conditions as they determine.

Article 8. Illness in Immediate Family

Up to a total of three(3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relatives living in the same household.

Article 9. Death in Family

All full-time employees shall be allowed five(5) days with out loss of pay at the time of death in the immediate family. Immediate family shall mean spouse, child, parent, brother, sister or other relatives living in the same household.

Article 10. Death of Others

With the approval of the Superintendent of Schools, an employee shall be allowed an absence of one day with out loss of pay for the death of others.

Article 11. Personal Business or Religious Holidays

Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business shall be approved in advance by the Superintendent.

Article 12. Marriage of Employee or in Immediate Family

One day shall be allowed with no loss of pay.

Article 13. Court Order

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary Business Administration, except where the employee is a party to the suit in which case full deduction shall be made.

Article 14. Jury Duty

Employees subpoenaed for jury duty shall receive full pay less fee received for such service, be deducted from his salary an amount equal to the sum which he is entitled to receive from the appropriate governmental agency for his performance of such jury duty.

Article 15. Health Insurance

Commencing for the summer of 1973, the Board will provide employees who regularly work 20 or more hours a week from September through June and who return to work the following September with health insurance coverage on a 12 month basis.

Article 16. Holidays

The following days will be regular paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Article 17. Overtime Pay

School Aides will receive time and one half pay for hours worked after a given school day. All work after a school day, which consist of 7 hours should be considered overtime. Then time and one half should be paid.

Article 18. Disability Benefits for Assault While on Duty

A leave of absence with pay and with out charge to time allowance, for a period not to exceed one calender year, shall be granted, subject to established administrative practices, to an employee covered by the Workman's Compensation Law upon the determination of the Superintendent of Schools that the employee has been physically disabled because of an assault made upon him during the performance of his official duties, provided that such injury is compensable under the Workmen's Compensation Law.

Article 19. Seniority Policy

The principle of seniority shall be applied where qualification are equal, for the following types of personnel action. For changes of regular work schedules (number of hours of work) within a school. The employee selected shall be the one with the greatest seniority if the change is voluntary or one with the less seniority if the change is involuntary. Involuntary changes of schedules of hours from one session to another shall be made on the basis of inverse seniority when not inconsistent with the needs of the school. For layoff because of lack of work, the employee with the least seniority shall be selected. For this purpose, seniority is defined as length of continuous service as a School Aide at the school.

The determination of qualification for changes in the personnel status of employees shall be made by school supervisor or the head of Security.

Article 20. Policy Concerning Applications For Positions

1. School Aides serving in the day schools who apply in writing or by application for School Aide positions in Board summer programs will be interviewed and, if deemed qualified will be considered for employment in such positions before any other applicants.
2. School Aides may apply for positions as School Aides in schools other than the one in which they are serving. A School Aide who applies in writing for an opening will be interviewed and, if deemed qualified will be given preference for employment in another school if,
  - (a) the school aide has more than the equivalent of one school term of continuous service and,
  - (b) the school with the opening is nearer to the school aide's home than the school in which he is serving.

3. An opening is a vacancy created by the termination of a regularly-employed school aide on a new position assigned to a school or a position in a newly constructed school. The determination of qualification for employment in a particular school or program shall be made by the head of the school or by the head of the program.

Article 21. Loss of School Property

School aides shall not be held responsible for loss of school property when such loss is not the fault of the school aide.

This does not exonerate the school aide from responsibility for school property in his charge.

Article 22. Emergencies

When school or other work locations are closed on any working day because of emergency, employees who report for work at their usual starting time before a prior official announcement of the closing has been made by the Board and who are not given any other work assignment for the day will be paid and not charged with sick day for that day.

Article 23. Personnel Folders

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder.

Article 24. Bulletin Board

A bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Security Aides for purposes of posting material dealing with proper and legitimate business concerning employees. A mailbox for Security Aides should be at each work location. To receive day by day suspension list, circulars, etc.

Article 25. Information on Sick Leave Credit

Information on accumulated sick leave will be given to each employee, in writing, once a year.

Article 26. Lockers

There should be lockers for each Security Aide in schools where he works.

Article 28. Check-off Privilege

1. The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the association covered by this agreement for deduction of their dues in behalf of the Security Aides Association.

2. Dues check-off information

The Board shall provide monthly to Security Association a complete and up-to-date list of all employees in the Association who have properly executed written authorization for the deduction of dues in behalf of the Security Aides Association.

The Board shall also furnish to the Security Aides Association such other reasonably available information as necessary to the Association for maintaining appropriate check-off records. The Board shall forward a check for the total of such deductions to the Financial Secretary of the Security Aides Association before the 25th day of the month, for which the deduction is made. With a list of the employees for whom the deductions are made, the following dues deduction authorization shall be in form as follows:

Security Aides Association

To \_\_\_\_\_  
name of employer and location effective date

I authorize and direct you to check-off from my pay each month an amount equal to Security Aides Association membership dues. Including initiation fee (if payable) and to promptly remit same to the Association.

This check-off is valid and is not revocable until:  
a. the expiration of contract, or  
b. one year from signature

The revocation shall be effective only if I give you and Security Aides Association written notice of individual certified, return.

Receipt requested \_\_\_\_\_  
Date Employees Signature

Initiation Dues

Article 29. Security Aides Meetings

Upon request to the head of the school, the security Aides at each school shall be permitted to meet with in the school under circumstances which will not interfere with the schools aid program or other school activities. Such meetings may be held only during the employee's lunch period or before or after working hours, at a place to be assigned by the head of the school, where other employees or children are not present.

Article 30. Restriction on Security Aides Activities

No employee shall engage in Association activities during the time he is assigned to duty, except that members of the Association negotiating committee shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

Article 31. Copy of Agreement

The parties will have available copies of this agreement upon request.

Article 32. Duration

This agreement supersedes all prior agreements. This agreement shall become effective as of September 1973 and shall continue in full force and effect until September 1974.

Fletcher O'Veal  
President, Security Aides Association

Negotiating Committee

Flecter O'Neal, President

Joseph Harris, Vice President

Jack Grund

Bessie Jackson

Artis Daniels