

4-0415

12-21

THIS BOOK DOES
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

1976 - 1978

LIBRARY
Institute of Management and
Labor Relations

NOV 16 1977

RUTGERS UNIVERSITY

CONTENTS

<u>ITEM</u>		<u>PAGE</u>
Article I	Recognition	1
Article II	Negotiation of Successor Agreement	2
Article III	Grievance	3
Article IV	Vacancies	7
Article V	Leaves of Absences	9
Article VI	Salary, Work Year and Self Improvement	11
Article VII	Hospitalization	14
Article VIII	Meetings	15
Article IX	Deductions from Salary	16
Article X	Association Rights and Privileges	17
Article XI	Fully-Bargained Provisions	18
Article XII	Separability	19
Article XIII	Management Rights	20
Article XIV	Work Continuity Clause	22
Article XV	Miscellaneous Provisions	23
Article XVI	Duration of Agreement	25

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 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

Teachers

Secretaries

Custodians

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

ARTICLE II

Negotiation of Successor Agreement

A. The Board and the Association agree 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 III

Grievance

- A. 1. A grievance shall mean a complaint by a paraprofessional that there has been as to him/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 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 at any step in the grievance procedure. Whenever he/she chooses to have other persons to appear with him/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 re-

solved 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, said grievance shall set forth the grounds of the grievance and the specific provisions of the contract violated. The principal shall communicate his/her decision to the paraprofessionals 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/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.
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 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/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 arbitrator shall be without power to add to or subtract from the agreement. The arbitrator shall first rule on the arbitrability of any matter presented to him/her. The arbitrator shall make a ruling only on the matters properly presented to the arbitrator by the parties. The arbitrator shall rule in

accordance with the rules and regulations of the AAA.)

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 he/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.
- C. 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 in file during the two summer months only.
- D. All candidates meeting basic requirements will be eligible to apply for the position vacancy and will be given an opportunity for an interview.
- E. Employees 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 Director of Personnel shall determine

the qualifications and abilities of the employees who apply, and in the event that two (2) applicants are of equal experience, skill, and ability, the applicant with the greater seniority shall be awarded the job. The decision of the Director of Personnel in determining promotions, transfers and assignments for the filling of vacancies and new positions, shall be final.

ARTICLE V

Leaves of Absences

- 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 has been excluded from school by the School District's Medical Authorities because of a quarantine for such a disease in his immediate household.
1. Full-time paraprofessionals shall be allowed ten 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. 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.
 3. Those paraprofessionals called for jury duty shall be paid at their regular rate less compensated fees for jury duty.
 4. Other leave:
 1. As of the beginning of the 1976-77 and 1977-78 school years, a paraprofessional shall be entitled to the following non-accumulative leaves of absence with full pay each school year.
 - a. 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 a plaintiff and cases where the paraprofessional is a plaintiff and the school Board is a defendant.

b. Death in the family

1. Three (3) days 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 (2) 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 1976-77 Effective September 1, 1976

LUNCHROOM

	<u>Elementary</u>	<u>High School</u>
*1	\$2.96	\$3.54
*2	3.25	3.82
*3	3.54	4.11

LIBRARY

	<u>Clerical</u>	<u>Instructional</u>
*1	\$2.96	\$3.54
*2	3.25	4.11
*3	3.54	4.70

	<u>Classroom</u>	<u>Dev. Phys. Ed.</u>	<u>Trainable (Kingston)</u>
*1	\$3.54	\$3.54	\$3.82
*2	4.11	4.11	4.41
*3	4.70	4.70	4.98

	<u>Learning Center</u>	<u>Special Ed.</u>
*1	\$3.54	\$3.54
*2	4.11	4.11
*3	4.70	4.70

B. Paraprofessionals shall be guaranteed a minimum of one hundred and seventy (170) work days per year, or ten (10) 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 one

* Steps = years of employment

hundred and seventy (170) days are worked, the additional days shall be paid in one sum at the end of June. All check stubs shall be dated the same as the check that is issued.

C. Self-improvement Incentive:

In order to encourage professional development, the Board agrees to establish 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 15, 1976, by the Superintendent or his designee and shall consist of at least sixty (60) credit hours.
- 3) A combination of categories one (1) and two (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.

D. Both parties agree that the list of courses as published by the Middlesex County College for paraprofessionals shall be acceptable for credit toward section C of this Article with the following conditions:

- 1) 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.

- 2) The cost of any course textbooks, as required by the Middlesex County College, shall be paid by the Board of Education.
- 3) 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.

ARTICLE VII

Hospitalization

- A. During the 1976-77 contract year all employees and their eligible dependents will receive the following benefits with 100% of the cost paid by the Board:
- 1) Blue Cross, Blue Shield, Rider J, and Major Medical benefits through the N. J. State Employees Health Benefits program.
 - 2) Dental Insurance for employees only through the N. J. Dental Service Plan with a \$25.00 deductible.
- B. On April 1, 1977, all employees and family will receive a pharmaceutical plan as provided in the Memorandum of Agreement.
- C. During the 1977-78 contract year all health benefits will be provided in accordance with the Memorandum of Agreement of January 24, 1977.

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 paraprofessionals 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. 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, disappropriation, 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.

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 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 inter-school mail facilities and school mail boxes.

ARTICLE XI

FULLY-BARGAINED PROVISION

- 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 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

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 Ed-

ucation, the Board is forbidden to waive any rights
or powers granted it by law.

ARTICLE XIV

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 and 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 the agreement, there will be no lock-out of employees or the Association.

ARTICLE XV

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 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 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
West New Road
Monmouth Junction.

2. If by the Board, to Association:

President
at the appropriate building

- E. The Board of Education shall make every attempt to notify the members of this bargaining unit as to their re-employment status prior to the end of the school year, except, in those cases where funding of such position is uncertain.
- F. This contract acknowledges and gives full force and effect to the terms of the Memorandum of Understanding of January 24, 1977.

ARTICLE XVI

Duration of Agreement

This agreement shall be effective as of July 1st, 1976 and shall continue in effect until June 30, 1978, with a reopener on salary for the 1977-78 school year to commence as soon as possible.

SOUTH BRUNSWICK ASSOCIATION
OF PARAPROFESSIONALS

SOUTH BRUNSWICK TOWNSHIP
BOARD OF EDUCATION

Alvin Glazer
President

Kathleen L. Wickman
President

E. Joyce Young
Secretary

J. Bruce Meyer
Secretary

April 25, 1977
Date