

**AGREEMENT**

**between**

**SOUTH BRUNSWICK BOARD OF EDUCATION**

**and**

**SOUTH BRUNSWICK ASSOCIATION OF  
PARAPROFESSIONALS**

**July 1, 1993  
through  
June 30, 1999**



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**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  
Teachers  
Secretaries  
Custodians**

- 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.**

**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  
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 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) calendar days of its occurrence with the object of resolving the matter informally.

**ARTICLE 3  
GRIEVANCE**

**D. Procedure**

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.

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 shall communicate his/her 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 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

**ARTICLE 3  
GRIEVANCE**

**D Procedure**

3. 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 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.
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.



**ARTICLE 3  
GRIEVANCE**

**B. Procedure**

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 AAA.

**ARTICLE 3  
GRIEVANCE**

**B. Procedure**

6. 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 4

### 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 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 on file during the two summer months only.
- D. All candidates meeting basic requirements will be eligible to apply for the position and will be given an opportunity for an interview.

**ARTICLE 4  
VACANCIES**

- 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 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. The decision of the Superintendent of Schools or his/her designee in determining promotions, transfers and assignments for the filling of vacancies and new positions shall be final.

**ARTICLE 8**  
**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 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. Effective upon ratification of this Agreement, 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. Unit members who retire from the district shall be compensated for accumulated sick leave by the following formula:  
$$100\% \text{ of accumulated sick leave days times } \$10.00 = \text{compensation.}$$

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

**ARTICLE 8  
LEAVES OF ABSENCE**

**A. 4. 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.

5. 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. Three (3) days 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.

**ARTICLE 5  
LEAVES OF ABSENCE**

**B. Other Leaves**

**2. Death in the Family**

- b. 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. One (1) day of absence with pay may be granted, upon approval by the Superintendent or his/her designee, to attend the funeral of a close friend or a close relative.
- 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 one (1) personal day per year.
  - b. One (1) unused personal day annually shall be converted to accumulated sick leave.
- 4. All extensions or renewals of leaves shall be applied for and granted in writing.**

**ARTICLE 6**  
**LEAVES OF ABSENCE**

**B. Other Leaves**

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.

**C. Extended Disability**

Shall become effective in 1992-93 school year.

**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.



**ARTICLE 8**  
**LEAVES OF ABSENCE**

**C. Extended Disability**

**2. Eligibility**

- b. Benefits shall not be available to any paraprofessional who has been notified in writing that her services are to be terminated or 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.

**ARTICLE 5  
LEAVES OF ABSENCE**

**C. Extended Disability**

**3. Benefits**

- 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 12 months.
- d. In no case shall benefits be payable concurrently with payments received by a paraprofessional for retirement under the Social Security Program or any state employee's pension plan.

**ARTICLE 5  
LEAVES OF ABSENCE**

**C. Extended Disability**

**3. Benefits**

- 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 willfully 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.

**ARTICLE 8  
LEAVES OF ABSENCE**

**C. Extended Disability**

**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., has 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.

**ARTICLE 6  
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 who work twenty (20) hours or more per week. 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 who work twenty (20) or more hours per week. The evaluation report shall be completed no later than May 15 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.

**ARTICLE 6**  
**EVALUATION**

**Evaluation of Paraprofessionals**

**Paraprofessional Evaluation Procedure**

The paraprofessional shall be given a copy 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.

## ARTICLE 7

### WORK YEAR AND CONTRACT SYSTEM

- A. 1. Effective July 1, 1986, 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 the next school year.
2. The normal date for issuance of such contracts shall be September 1 of each year. 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.
3. 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.
4. "Before school" and "after school" program time will be included in the contract listed in A.1 and A.3 above.
5. Hours worked by an employee over and above the contracted hours shall be vouchered.

**ARTICLE 7**  
**WORK YEAR AND CONTRACT SYSTEM**

- A. 6. 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 "before school" and "after school" hours shall require a fifteen (15) day written notice.
7. The contract system shall maintain the hourly rate approach.
8. 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.
9. Employees who receive a contract shall receive their base pay (total pay minus any vouchered hours) in twenty (20) equal installments commencing on September 15.
10. 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 A.9 above.



**ARTICLE 7**  
**WORK YEAR AND CONTRACT SYSTEM**

- A. 11. If the system which the parties have agreed to in A.1. through A.10. 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.

**ARTICLE 8**  
**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 New Jersey State Employees Health Benefits program.**
- 2. a. Dental insurance for employees only through the New Jersey 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.**
- 3. Blue Cross/Blue Shield Pharmacy Plan**
  - a. Blue Cross/Blue Shield Pharmacy Plan at five dollars (\$5) co-pay for a brand name, three dollars (\$3) co-pay for generic and \$0 for mail order.**
  - 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 enrollment levels.**

- 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.**

**ARTICLE 6**  
**HEALTH BENEFITS**

- B.**
- 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 1.
  - 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 1 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 9  
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 10**

**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 (N.J.S.A. 52:14-15 BA) 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.
- C. Agency Fee**  
Effective on the 30th day after mutual ratification of this Agreement, there shall be an agency fee procedure as follows:

**ARTICLE 10**  
**DEDUCTIONS FROM SALARY**

**C. Agency Fee**

**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 representation fee to be paid by nonmembers will be determined by the Association 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

**ARTICLE 10**

**DEDUCTIONS FROM SALARY**

**2. Amount of Fee**

**b. Legal Maximum**

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**

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those 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.

**ARTICLE 10**

**DEDUCTIONS FROM SALARY**

**3. Deduction and Transmission of Fee**

**b. Payroll Deduction Schedule**

The Board will deduct the representation fee in equal installments, 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 nonbargaining 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



**ARTICLE 10**

**DEDUCTIONS FROM SALARY**

- 3. Deductions and Transmission of Fee**
  - c. Termination of Employment**

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 11**  
**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 12**  
**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 13**  
**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 14**

**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 15**

**SENIORITY**

1. There shall be seniority lists established annually as follows:
  - a. 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 30. If there is no agreement the Board will issue the lists.
  - b. One seniority list shall be for instructional experience and one seniority list shall be for duty experience.
  - c. Seniority shall be based upon continuous employment in a unit position. Initial placement shall be based solely on the date of hire.
  - d. Employees shall be placed within the following three seniority categories:
    - from 0 to 30 months experience
    - over 30 months but less than 60 months
    - over 60
  - e. 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.
2. 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.

**ARTICLE 18**  
**SENIORITY**

3. Transfers, assignments and reductions in hours worked shall not be subject to this seniority provision.
4. If a reduction in hours would eliminate health benefit coverage for a senior employee then all less senior employees must have their hours reduced first.

**ARTICLE 16**  
**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 employee's 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 17**

**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 telegram or registered letter at the following addresses:

- 1. If by the Association, to Board:

South Brunswick Board of Education  
4 Executive Drive  
Monmouth Junction, NJ 08852

**ARTICLE 17**  
**MISCELLANEOUS PROVISIONS**

- D. 2. If by the Board, to Association:  
President at the appropriate building, or to the home  
of President during school recess periods.
- E. The Board of Education shall make every attempt to notify the  
members of this bargaining unit as to their reemployment  
status prior to the end of the school year, except, in those  
cases where funding of such position is uncertain.

ARTICLE 18

SALARY GUIDE

STEP	1993/94	1994/95	1995/96
1	\$7.45	\$7.70	\$8.00
2	\$7.88	\$8.00	\$8.45
3	\$8.32	\$8.33	\$8.91
4	\$8.76	\$8.80	\$9.41
5	\$9.02	\$9.26	\$9.87
6	\$9.72	\$9.54	\$10.15
7	\$10.60	\$10.28	\$10.89
8	\$11.55	\$11.21	\$11.82
9	\$12.67	\$12.21	\$12.82
10	\$13.88	\$13.40	\$14.01
11	\$14.87	\$14.68	\$15.29
12		\$15.72	\$16.33

INCENTIVE-ASSOC. DEGREE

1993/94.....\$ .79 per hr.  
 1994/95.....\$ .82 per hr.  
 1995/96.....\$ .86 per hr.

INCENTIVE - TEACHER  
AIDE CERTIFICATE

1993/94.....\$ .54 per hr.  
 1994/95.....\$ .57 per hr.  
 1995/96.....\$ .61 per hr.

LONGEVITY-10 YEARS

1993/94.....\$ .48 per hr.  
 1994/95.....\$ .50 per hr.  
 1995/96.....\$ .53 per hr.

LONGEVITY-20 YEARS

1993/94.....\$ .64 per hr.  
 1994/95.....\$ .67 per hr.  
 1995/96.....\$ .71 per hr.

**ARTICLE 19  
COMPENSATION**

**A. Salary Guides**

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.

**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 F. below.

**C. Vouchers**

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

**D. 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.

**ARTICLE 18  
COMPENSATION**

**D. Longevity**

3. Voluntary resignations shall constitute a break in service.
4. Employees qualifying under the terms of D. 1., 2., and 3. shall receive a longevity payment for ten years of service of \$.48 per hour in 1993/94, \$.50 in 1994/95 and \$.53 in 1995/96. For twenty years of service \$.64 per hour in 1993/94, \$.67 in 1994/95 and \$.71 in 1995/96 (not including self-improvement incentives paid under E. below).
5. Payments under 4. above shall commence on the September 1st following the completion of ten (10) continuous years of employment in a unit position.

**E. 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 18.
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

**ARTICLE 19  
COMPENSATION**

**E. Incentive**

2. Longevity, receive an additional amount per hour as indicated in Article 18.
3. Employees possessing both the degree and the certificate under E.1. and E.2. shall receive the higher incentive payment only.
4. Both parties agree that the list of courses as published by the Middlesex County College for paraprofessionals shall be acceptable for credit toward sections E.1. and E.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 the Middlesex County College, shall be paid by the Board of Education.

**ARTICLE 19  
COMPENSATION**

**E Incentive**

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.

**F. Mileage Reimbursement**

The Board shall reimburse an employee who is required to use his/her car to carry out District business. The reimbursement rate shall be set by the State of New Jersey for its employees.

**G PEEC**

Effective July 1, 1985, a paraprofessional who is requested to attend PEEC, by a school administrator, and who receives authorization in writing from the school administrator, shall receive \$15.00 per day over the regular work day's pay.

- H**
1. When a paraprofessional is asked to and agree to conduct training outside of the regular assigned work day or year, that trainer will be paid at a rate of twenty two (\$22.00) dollars per hour.
  2. When a paraprofessional is asked by an administrator and agree 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.

**ARTICLE 20  
DURATION OF AGREEMENT**

This Agreement shall be in effect for three (3) years from July 1, 1993 through June 30, 1996.

**SOUTH BRUNSWICK  
BOARD OF EDUCATION**

*Marcia K. Kaminski*  
President

*[Signature]*  
Secretary

10-11-93  
Date

**SOUTH BRUNSWICK  
ASSOCIATION OF  
PARAPROFESSIONALS**

*[Signature]*  
President

*[Signature]*  
Secretary

\_\_\_\_\_  
Date