

1078

CONTRACT BETWEEN
CLIFTON ASSOCIATION
OF
PARAPROFESSIONALS

AND

CLIFTON BOARD
OF EDUCATION

FOR 1991-92,
1992-93 & 1993-94
SCHOOL YEARS

ARTICLE I
Recognition

A. Unit

The Board hereby recognizes the Clifton Association of Paraprofessionals as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all Paraprofessional personnel whether under contract, on leave, on a per diem basis, (excluding substitutes) so employed by the Board.

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

ARTICLE II
Negotiation of Successor Agreement

The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires unless otherwise agreed to by the parties. Any Agreement so negotiated, upon ratification, shall apply to all Paraprofessionals, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

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 III
Grievance Procedure

A grievance is a claim by an employee, a group of employees, or by the Association, that she, he, or it has been harmed (or they have been injured) by an interpretation, application or violation of this Agreement or policies of the Board or by its administrative decisions which affect terms and conditions of employment. Any and all grievances must be filed at the proper initiating level within twenty (20) days of the incident, occurrence or happening of the event or circumstances(s) giving rise to the alleged injury or harm. The term "day" when used in this article shall mean working school days; weekends and vacation days are excluded.

Level I

A. Any employee who has a grievance shall discuss it first with the employees Principal or immediate superior, (if applicable) in an attempt to resolve the matter at that level.

B. If, as a result of the discussion, the matter is not resolved, the employee shall file and set forth his/her grievance in writing with supporting reasons with his or her Principal. The Principal shall communicate his decision to the employee in writing with supporting reasons within six (6) school days.

Level II

A. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within six (6) school days after presentation of the grievance, he or she may file the grievance in writing with the Association within six (6) school days after receiving the decision at Level One or twelve (12) calendar days after the grievance was presented, whichever is sooner. Within six (6) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools or designee.

B. If the Association determines that the grievance is without merit, it will so advise the employee.

Level III

The appeal to the Superintendent must be made in writing with supporting reasons on a form provided by the Superintendent and made available to the employees at all the schools. The Superintendent or his designee representative shall arrive at a decision within ten (10) school days of receipt of the written appeal. The Superintendent shall communicate his decision in writing, at this time along with reasons to the aggrieved person, and send a copy thereof to the Association.

Level IV

If the aggrieved person is not satisfied with the disposition of his grievance at Level III or if no communication has been received by the aggrieved within (10) school days after the grievance was delivered to the Superintendent, the Association may request the Superintendent to present the said grievance appeal to the Board of Education. The Superintendent shall then forward the grievance to the Board of Education. The Board of Education or a committee therefrom shall hear the grievance at the following regularly scheduled meeting in executive session and make a determination ten (10) school days from the date of its receipt and shall furnish its written findings to the Association within forty-eight (48) hours thereafter. The Board shall notify the aggrieved and the Association of the time and location of the Executive Session. An Association member(s) and the aggrieved shall be heard at this session, provided they notify the Board Secretary in writing of their intention to be present, within twenty-four (24) hours of the Executive Session.

Miscellaneous

A. Nothing stated herein shall deprive an employee of his/her right to appeal the application of policies and administrative decision affecting him/her through recognized channels until it reaches the Board of Education nor shall he be deprived of his right to be represented by an education representative(s), an active member(s) of the local school system or active member(s) of his professional associations of his own choosing before the Board of Education, and in all stages of his appeal the employee shall be present in the presentation of his grievance.

B. In presenting his grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.

C. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level III. The Association may process such a grievance as an aggrieved party through all levels of the grievance procedures even though the aggrieved person does not wish to do so.

D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. It is understood, however, that any original document(s) or record(s) pertaining to disciplinary action which might lead to grievance procedure may be retained in the individual personnel file.

E. Subject to the Public Meetings Act, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

F. Any of the time deadlines set forth above may be waived by mutual consent.

Article IV
Employee Rights and Privileges

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School other applicable laws and regulation.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

C. Whenever any employee is required to appear before any Administrator or Supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview.

Article V
Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that shall assist the Association in developing proposals for negotiations and information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, or other conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building shall be notified in writing in advance of the time and place of all such meetings unless an emergency situation occurs.
- E. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

Article VI.
Work Year

The work year of employees shall consist of days when students are in session.

Article VII
Work Schedule

- A. "The work day for full time employees shall consist of six and one half (6-1/2) hours of work (same amount of hours during a normal day for students), inclusive of a duty free lunch period that is commensurate with the student lunch period."
- B. The work day for four hour employees shall consist of four (4) hours of work, inclusive of a twenty (20) minute rest period.
- C. Part time employees are employees hired for specific or occasional duties requiring less than four (4) hours of work.
- D. All employees shall be advised of a regular starting and quitting time. There shall be no change in hours unless there is a change in the class schedule.

E. In the event there is an emergency school closing, employees shall be dismissed with special education students and shall be paid for their regular work day.

F. The work day shall consist of six and one half (6-1/2) hours for full time employees when professional days are scheduled. All full time employees shall be obligated to remain for the six and one half (6-1/2) hours and every attempt shall be made to provide an appropriate meeting for all full time employees to attend.

Article VIII
Employment Procedures

A. The duties of non-certificated personnel shall be confined solely and exclusively to supportive duties within the school district. In no case shall any non-certificated employee be requested or required to perform any duties requiring a certificate.

B. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Employees shall be notified of their contract and salary status for the ensuing year no later than May 30. "No more than 2/3 existing positions shall receive reduction in force notices in any one year. However, if the need arises to reduce the number of positions due to class size then the paraprofessional shall be given 10 calendar days notice that the position does not exist."

D. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location other than those special education students assigned to them except in the event of an emergency. In addition, employees shall not be required to drive students. "Paraprofessionals shall remain with special education students all day and shall not be asked to perform clerical duties for administration."

Article IX
Seniority and Job Security

A. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

B. In the event of a reduction in force, including reductions caused by the discontinuance of a program, facility or its relocation, the employees shall be laid off in the inverse order of seniority.

C. In the event that a vacancy occurs a laid-off employee shall be entitled to recall thereto in the order of employemnt seniority.

D. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his/her accumulated seniority to the date of lay off.

E. All notices of job opportunities within the negotiating unit shall be posted in all departmental work locations at least two (2) weeks before the closing date for applications. A copy of each notice shall be sent to the Association. "A Seniority list shall be maintained for those who have given 3 years of service. Those under 3 years shall be appointed at the descretion of the Assistant Superintendent for Student Services whom it is felt is best suited for the position." This is to take effect for all new employees after June 30, 1991.

Article X
Salaries

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule as attached hereto and made a part hereof.

B. Method of Payment

1. All employees shall be paid in twenty (20) equal semi-monthly installments.
2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day. Each employee shall receive his final pay on his/her last working day in June.

C. Tuition Incentive Program - The Board agrees to provide a tuition incentive program for Paraprofessionals to take college undergraduate credit courses approved by the Superintendent of Schools or his/her designee. Reimbursement shall be based upon tuition rate currently in effect at Montclair State College under the following conditions:

1. Prior written approval must be obtained by the Paraprofessional to take the course(s).
2. Verification of successful completion of undergraduate courses with a C grade or better by transcript and receipt must be submitted before payment is approved. The Paraprofessional must not be eligible for any other reimbursement for the course/courses herein.
3. Reimbursement per Paraprofessional will be limited to twelve (12) semester hours in any school year.
4. Board of Education total expenditures will be limited to \$3,000 per year except when any allowed funds that are not expended in one year are added to the next year.
5. In the event more request are received than are budgetted for the funds will be divided equally.

Article XI
Promotion

A. Promotional positions are defined as full time Paraprofessional or additional summer positions.

B. In filling vacancies, preference shall be given to qualified employees already employed by the Board when all other factors are substantially equal. If all other factors are substantially equal, then length of time in the Clifton School District shall be the deciding factor.

Article XII
Sick Leave

A. All Paraprofessionals employed prior to September 1, 1988 will be entitled to eleven (11) sick days a year. Paraprofessionals employed after September 1, 1988 shall be entitled to seven (7) days sick leave the first year of the contract, nine (9) days sick leave the second year of the contract and eleven (11) days sick leave the third year of the contract as of the first official day of said school year whether or not they report for duty on that day as stated below. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Article XIII
Temporary Leaves of Absence

A. All full time and four hour Paraprofessional employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. Three (3) days leave of absence for personal (non-recreational), legal, death (other than as indicated in Article XIII. 3), illness or religious observance, which can not be accomplished at any time other than regular school hours. These shall not be construed as vacation days. Permission to use these days will follow the same procedure as required the professional staff.
2. These personal leave days will be noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the employee's accumulation.
3. Up to four (4) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. In the event a death occurs prior to a school recess (Christmas, Winter, Easter, or Summer) it is understood that any unused days will not automatically resume after the recess for the same occurrence unless approved by the Board.

4. "Employees shall be granted up to 3 months non-paid leave for family illness" Any extension of this leave will only be granted with prior Board approval.
5. "Maternity leave will be granted as per State Statute"
6. An ill employee may petition the Board to receive an additional 20 sick days after his/her sick days are exhausted.

Article XIV
Medical Insurance

The Board agrees to pay full premium for each employee and his/her family for coverage in hospitalization, medical expense, major medical, prescription plan, dental plan and any other insurance benefit as described in the Agreement between the Clifton Board of Education and the Clifton Teachers Association. It is recognized that the insurance plan in effect at the time of the claim will control.

It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Association shall have the right to examine any change in carriers.

Article XV
Retirement Allowance

The Board agrees that upon retirement from active service in accordance with the regulations set down by the Public Employees Retirement System it shall continue the retiree on the payroll until 34% of the eligible unused sick days have been exhausted, payable at the final year's salary, or at the employee's option, the Board may pay the employee 34% of the eligible unused sick days in a lump sum. Employees taking deferred retirement are not eligible for this benefit.

Article XVI
Protection of Employees

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. An employee may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil ... in conjunction with or in the absence of a certificated person.

- C. 1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
- 2. When an absence arises out of or from an unprovoked assault or injury, an employee shall not forfeit any sick leave or personal leave.
- D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate Supervisor.
- 2. Such notification shall be immediately forwarded to the Superintendent of Schools who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- E. If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection with his employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by his or own defense.

Article XVII
Automatic Deductions and Representation Fee

A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its Paraprofessionals dues for the Clifton Association of Paraprofessionals, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said member individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the Clifton Association of Paraprofessionals 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 or shall request the Board to transmit all monies to the New Jersey Education Association for disbursement.

The Association 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.

B. Representation Fee

If a bargaining member does not become a member of the Association effective September 1, of each year, or during the course of the year if, a new employee, said unit member shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.

Prior to September 1, of each year the Association shall notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members shall be determined by the Association in accordance with the law.

If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.

Prior to September 1, the Treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.

If an employee terminates his employment or is terminated by the Board, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

On the last working day of each month the Board will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.

The Board agrees to advise each new applicant of his right to join the Association or to have a representation fee deducted from his check during the first thirty (30) days of employment.

The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

Article XVIII
Miscellaneous Provisions

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement constitutes 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.

C. Except as this Agreement shall otherwise provide, all conditions employment commonly applicable to all the members of the bargaining group on the signing date of this Agreement shall continue to be applicable during the term of this Agreement.

D. 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 subsistence, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

G. 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 Association, to Board at

P.O. Box 2209
Clifton, NJ 07015

2. If by Board, to Association at the work location of the President.

SALARY GUIDE FOR SCHOOL YEARS 1991/92, 1992/93, 1993/94

91/92

The base salary of each Paraprofessional will be increased by \$1290.32 onto the 90/91 salary figures. This figure is based upon \$40,000 increase divided by 31 Paraprofessionals.

Total \$40,000 increase

92/93

The base salary of each Paraprofessional will be increased by \$451.61 onto the 91/92 salary figures. This figure is based upon \$14,000 divided by 31 Paraprofessionals. In addition, those Paraprofessionals with over 9 years of service will be given a stipend of \$300. (5 employees). * Total \$16,500. increase.

93/94

The base salary of each Paraprofessional will be increased by \$451.61 onto the 92/93 salary figures. This figure is based upon \$14,000 divided by 31 Paraprofessionals. In addition, those Paraprofessionals with over 9 years of service will be given a stipend of \$500 (7 employees). * Total \$17,500. increase.

* This stipend is not to be construed as longevity and is only available for the life of this contract (Sept. 1991 - June 1994). The stipend in the second and third year of their contract was made to compensate the Boards' short fall of appropriate funds in the Paraprofessionals salary line item.

SALARY SCHEDULE

A. Full time employees (6-1/2 hr. day)

	<u>(1990-1991)</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Step 1	(\$8,800)	\$10,090.00	\$10,542.00	\$10,994.00
Step 2	(\$9,488)	\$10,778.00	\$11,230.00	\$11,682.00
Step 3	(\$10,177)	\$11,467.00	\$11,919.00	\$12,371.00
			\$300. stipend for those over 9 yrs.	\$500. stipend for those over 9 yrs.

B. Salary Differential

The Board agrees to pay a salary differential of \$500 to any Paraprofessional obtaining thirty (30) or more college credits as approved by the Superintendent of Schools.

Article XIX
Duration of Agreement

A. Duration Period

This Agreement shall be effective as of September 1, 1991 and shall continue in effect until June 30, 1994 subject to the Association's right to negotiate over a successor Agreement as provided in Article II.. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.,

Clifton Association of Paraprofessionals

Board of Education of The City of Clifton

By Sandra Creathorne
Association President

By Stephen C. Kolakowsky
Board President

By Rekenn Prato
Association Secretary

By Joseph M. Cappellet
Board Secretary

BOARD OF EDUCATION
CLIFTON, NEW JERSEY 07013

RESOLUTION #10/30/91 - B

CONTRACT BETWEEN
CLIFTON ASSOCIATION OF PARAPROFESSIONALS
AND
CLIFTON BOARD OF EDUCATION

WHEREAS, the Clifton Board of Education and the Clifton Association of Paraprofessionals have negotiated a contract for the 1991-92, 1992-93, and the 1993-94 School Years; and

WHEREAS, the negotiators representing the Clifton Board of Education and the Clifton Association of Paraprofessionals have agreed to the Terms herein presented; and

WHEREAS, the Clifton Association of Paraprofessionals has ratified this contract,

NOW, THEREFORE, BE IT RESOLVED that the Clifton Board of Education approves the contract between the Clifton Board of Education and the Clifton Association of Paraprofessionals.

Introduced by John Marchioni

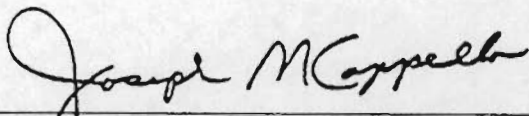
Second by Marie Hakim

DATE: October 30, 1991

VOTE: YES: Collesano, Hakim, Hatala, Jacobus, Kolakowsky, Marchioni, Pecci and
Tatarenko

ABSENT: Kurnath

ATTEST:


Secretary/Business Administrator

PRESIDENT

