

## ARTICLE I

### RECOGNITION/SUCCESSOR AGREEMENT

- A. The Bridgeton Board of Education hereby recognizes the Bridgeton School Employees Association as the majority and exclusive representative of all Bridgeton School Employees Association, employed by the Bridgeton Board of Education including but not limited to instructional aides, playground aides, cafeteria aides, bus aides and security monitors.
- B. 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.
- C. This agreement between the Board and the Association represents the complete agreement between the parties. It shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE II

### NEGOTIATION PROCEDURES

1. A. The Board and the BSEA agree to enter into collective negotiations over a successor agreement in a good-faith effort to reach agreement of all negotiable matters concerning terms and conditions on employment.
- B. Any successor agreement shall apply to all employees eligible to be in the negotiating unit, during the effective dates of said successor agreement.
- C. Any successor agreement shall be reduced to writing, adopted and signed by the BSEA and the Board.
- D. Neither the Board nor the BSEA shall have any control over selection of the negotiating team of the other party.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an aide or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decision affecting the terms and conditions of employment of a BSEA employee.

B. Purpose

The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by this contract.

1. Level One - Principal or Immediate Supervisor

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated within ten (10) working days of the occurrence giving rise to the grievance.

2. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the conference with the principal or supervisor, the aggrieved person may within five (5) working days after a decision by the principal or supervisor, or ten (10) working days after the grievance was received by the principal or supervisor, whichever is sooner, request in writing that the Association submit his/her grievance to the Superintendent. The Superintendent shall hold a hearing with the employee, if requested by the employee, and shall render a decision in writing within five (5) working days after the hearing has been held, or if no hearing has been requested, a decision will be rendered within ten (10) working days of receipt of the grievance.

3. Level Three – Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was received by the Superintendent, she may within five (5) working days after a decision by the Superintendent or ten (10) working days after the grievance was submitted to the Superintendent whichever is sooner, request in writing that the Association submit the grievance to the Board. A hearing before the Board of Education shall be scheduled within

thirty (30) days. The Board shall render its decision within five (5) working days following the hearing.

4. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance in Level Three, the aggrieved person may request submission of the grievance to arbitration within five (5) days of receipt of the decision in Level Three. The Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party.

A. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proof of the issues have been submitted to him.

B. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties.

C. The decision of the arbitrator shall be advisory only to the parties. However, one grievance per school year concerning the interpretation of the terms of this Agreement may be submitted for binding arbitration. No more than one grievance may be submitted for binding arbitration in any one school year (July 1 through June 30).

D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. Failure to proceed to the next level shall result in a termination of the grievance.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall have the right to use the Broad Street School at reasonable hours for meetings. The Association shall be required to obtain advanced permission to use the school from the building principal, including the approval of both time and place.
- B. The Association may have the use of office equipment, including typewriters, duplicating equipment, calculating machines and other office equipment provided that the Association secures advanced approval for such use from the building principal. The use may only occur outside of normal working hours and only when such equipment is not otherwise in use. The Association shall pay to the Board of Education the cost of all materials and supplies incident to such use.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes.
- D. Reimbursement for Accumulated Sick Leave:  
Upon retirement, all employees covered by Article I (A) of this agreement with at least ten (10) years of service in the Bridgeton School District shall be reimbursed at the rate of sixty (60%) percent of the substitute aides per diem salary for all unused accumulated sick leave days. However, the maximum number of days that an employee may be reimbursed pursuant to this provision is one hundred (100) sick days. No reimbursement will be made for any accumulated sick days beyond one hundred (100) days. In the event of an employees' death prior to retirement, payment shall be made to their estate.

## ARTICLE V

### WORK DAY/WORK YEAR

- A. Instructional Aides will work the same workday as teachers. Security Monitors will be assigned to an eight-hour work day. All other BSEA employees will work such hours as are assigned to them by the Board of Education.
- B. The work year of the BSEA employees shall not be more than 186 days.
- C. Vacancies for new or existing positions will be posted for seven days and a copy of the posting will be sent to the Association President.
- D. All employees of the BSEA will be notified of their status no later than June 15th of each year of the contract.
- E. All BSEA employees shall have a duty-free lunch period of no more than 30 minutes per day.

## ARTICLE VI

### LEAVES OF ABSENCE

- A. Sick Leave: All full-time BSEA employees shall be entitled to up to ten (10) days sick leave with pay for illness or other medical reasons each year.
- B. Personal Day: \*All full time employees shall receive two (2) days of leave of absence with full pay for personal, legal, business, household or family matters, which require absence during school hours, by submitting a request in writing to the Superintendent forty-eight (48) hours before the leave is to commence. The applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section. This leave may not be taken on a day immediately preceding or succeeding a holiday. Unused personal leave days may become accumulated from year to year as sick days and go into the individual's sick day bank. \*\*
- C. For purposes of this Article, "full-time" is defined as those individuals who work greater than 30 hours per week.
- D. Cafeteria Aides shall receive one sick day per year.

\* All personal and leave requests, after May 31, of the school year, must be accompanied by a reason. Such reason must be approved by the Superintendent.

\*\*The interpretation of this item will be decided by an arbitrator. Both parties agree to abide by the ruling of the arbitrator.

## ARTICLE VII

### SENIORITY/JOB SECURITY

- A. School district seniority is defined as service by appointed and contracted employees in the school district in the collective bargaining unit covered by this agreement.
- B. In the event of a reduction in force, the principle of seniority is to be used, and those employees with the least time in service will be dismissed first, provided that each retained employee's evaluations are satisfactory and provided that all retained employees are qualified to perform the full range of duties required and needed by the Board of Education (i.e., mandated positions and special skills individuals such as bilingual aides).
- C. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff.
- D. Recall shall be by seniority, irrespective of the length of layoff. However, in the event that an employee declines a recall, the Board is under no further obligation to later recall that employee.



## ARTICLE VIII

### EMPLOYEE EVALUATION

A. Evaluation - Aides

1. For persons employed three or more years there shall be at least two evaluations per year.
2. For persons employed less than three years there shall be at least three evaluations per year.
3. Evaluation is to be completed by either principals, supervisors or program director in consultation with assigned classroom teacher.

B. Copies of Evaluation

1. An employee shall be given a copy of his/her evaluation report prepared by his/her evaluator, at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. Personnel Records

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

## ARTICLE IX

### INSURANCE

- A. The Board agrees to pay the premium for Blue Cross, and Blue Shield or equivalent plan, for all employees who work more than 30 hours per week, for full family and dependent coverage. The Board agrees to pay full major medical for full family and dependent coverage for all employees who work more than 30 hours per week.
- B. During the term of the contract, the Board agrees to reimburse each employee who works more than 30 hours per week up to \$500.00 per year, for dental treatment of that employee and/or that employee's immediate family upon presentation by that employee of a paid receipt for treatment incurred by that employee during that year. Dental reimbursements shall be paid in December and June.
- C. The Board agrees to pay the premium for a prescription plan for all employees who work more than thirty (30) hours per week for the full cost of a family prescription plan with a \$10.00 name brand/\$5.00 generic and \$5.00 mail-in co-payment.
- D. In a situation where a husband and wife are both employed by the District, there will be only one prescription and/or dental benefit per family. Employees in the employ of the Board of Education as of October 3, 1991, are exempt from this provision.

## ARTICLE X

### REPRESENTATION FEE

A. Purpose of Fee

If an employee 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 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.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the 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 non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee shall be set at set rate of that amount at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission Fee

1. 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 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 (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

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

a. 10 days after receipt of the aforesaid list by the Board; or

b. 30 days after the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminated his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fee 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.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (1) 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.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty

(30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. Indemnification

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any actions taken by the employer in conformance with this provision.

## ARTICLE XI

### EDUCATIONAL IMPROVEMENT

- A. Beginning in the 2000-2003 contract year, all BSEA employees\* with less than 30 college credits will be required to take a minimum of three credits per year until they have accumulated 30 credits.
1. The Bridgeton Board of Education will reimburse up to nine (9) credits per year at the Cumberland County College per credit rate for any employee. Tuition costs will be paid by the Bridgeton Board of Education, at the time of registration, in accordance with the accounting procedures set forth and developed by the Bridgeton Board of Education's Business Office. Maximum tuition cost paid by the Board of Education will be at the Cumberland County College per credit rate. The employee must have prior course approval by the Superintendent of Schools or his/her designee and receive a grade of "C" or better or a pass in a graded pass/fail course or the money will be reimbursed to the Board through payroll deductions.
  2. The Bridgeton Board of Education will reimburse up to \$100.00 for the cost of college textbooks per semester. Reimbursement costs will be paid by the Bridgeton Board of Education, upon presentation by the employee of a paid receipt for books and in accordance with the accounting procedures set forth and developed by the Bridgeton Board of Education's Business Office.
- B. Only Instructional Aides will be required to meet the educational improvement requirements. Security monitors will only be required to take courses that pertain to the position. Other aides are not required to meet the Educational Improvement requirements. However, the Board will reimbursement all members of the bargaining unit for courses in the educational field or related to the employees work.
- C. 1. Satisfaction of the foregoing Educational Improvement requirements may be met by employees with ten (10) or more years of service in the district as of July 1, 2000 by complying with the following alternatives.
- (a) Forty-five hours per year minimum (equivalent of 3 credit hours) of approved continuing education units (in service/work shop training/professional development) until the equivalent of thirty (30) credit hours is reached.
  - (b) Three (3) college credit hours per year minimum until completing thirty (30) credit hours.

- (c) Matriculation into the 18 hour certification program provided by Cumberland County College completion of which will be the equivalent of meeting a thirty (30) credit hour requirement.
  - (d) Any combination of the above.
- 2. Employees hired prior to July 1, 1994 with less than ten (10) years of service in the district as of July 1, 2000 may satisfy the educational improvement requirements by complying with the following.
  - (a) Three (3) college credit hours per year minimum until completing thirty (30) credit hours.
  - (b) Matriculation into the 18 hour certification program provided by Cumberland County College completion of which will be the equivalent of meeting the thirty (30) credit hour requirement.
  - (c) Any combination of the above.
- 3. Compliance with the Educational Improvement requirements for all employees hired after July 1, 1994 and thereafter:
  - (a) No exception to the educational improvement provisions as set forth in the foregoing Article IX A& B shall be permitted as to all employees hired subsequent to July 1, 1994. A minimum of three (3) college credit hours per year shall be satisfactorily completed as per the Educational Improvement requirements. The 18 hour certification program provided by Cumberland County College may be applied against the required total of thirty (30) credit hours as set forth herein above, the employee receiving 18 hours of credit for the 18 hour certification program.
- 4. All credits for Educational Improvement to which any employee may be entitled shall be taken only at times that are outside the employee's regularly assigned school hours and/or regularly assigned and approved workshops which are provided as part of the employee's normal job requirements and responsibilities. Therefore, no credit will be given to any employee who attends workshops, in service training, basic skills courses, college courses, EIRC offerings or any non-college level professional development for which that employee is receiving his or her normal compensation by the district. The foregoing Educational Improvement requirements are to be obtained independently, outside of the employee's normal workday and/or year.

5. Reimbursement for cost of all Educational Improvement requirements shall be in accordance with the normal accounting procedures and paid at such times as said procedures provide for as developed and directed by the Board of Education's Business Office.
  
6. Definition - Continuing Education Unit (45 hours):  
The forty-five (45) hours of continuing education units will include, but not be limited to approved workshops, in-service training, basic skills courses at the Adult Education School or any other approved learning institution, EIRC offerings, and any other non-college level professional development as approved by the Superintendent or designee.

\* The Educational Improvement portion does not apply to Playground, Bus and Cafeteria Aides, but only Instructional Aides. Security Monitors will only be required to take courses that pertain to their position.



## ARTICLE XII

### MISCELLANEOUS PROVISIONS

A. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all BSEA employees now employed, hereafter employed, or considered for employment by the Board.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter or registered letter at the following addresses:

1. If by the Association, to the Board at the Bank Street Administration Building, Bank Street, Bridgeton, New Jersey 08302.
2. If by the Board, to the Association at the current President's school address.

C. Upon contract signing, any new hires will have to serve a 90-day probationary period during which they will not receive any contractual benefits or fringes.

D. Upon contract signing, new hires will earn sick days at the rate of one (1) day per month in the first year of employment. However, they will not be able to use said days for the probationary period as per C above.

E. Employees will receive their paychecks on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) day of each month or the last working day prior to the regular payday.

F. Vouchers for reimbursement and payroll input forms must be submitted within ninety (90) days of occurrence or they will not be honored. Extensions shall be granted if employee is on an approved medical leave.

ARTICLE XIII

Salaries are to be paid retroactive to July 1, 2003 (see guides).

SALARY GUIDES

**AIDES  
2003-2004**

<b>STEP</b>	<b>Guide A (0-29 Credits)</b>	<b>Guide B (30-59 Credits)</b>	<b>Guide C (60-119 Credits)</b>
1	10,021	10,719	11,694
2	10,115	10,820	11,805
3	10,351	11,056	12,040
4	10,586	11,290	12,276
5	10,800	11,500	12,500
6	11,057	11,820	12,789
7	11,303	12,248	13,078
8	11,558	12,530	13,380
9	11,825	12,822	13,695
10	11,986	13,000	13,880
11	12,263	13,305	14,174
12	12,406	13,430	14,300
13	12,921	13,950	14,869
14	13,306	14,218	15,226
15	14,130	15,112	15,972

**AIDES  
2004-2005**

<b>STEP</b>	<b>Scale A (0-29 Credits)</b>	<b>Scale B (30-59 Credits)</b>	<b>Scale C (60-119 Credits)</b>
1	10,623	11,363	12,396
2	10,700	11,470	12,500
3	10,800	11,550	12,600
4	11,076	11,800	12,875
5	11,328	12,081	13,136
6	11,556	12,305	13,375
7	11,831	12,648	13,685
8	12,095	13,106	13,994
9	12,368	13,408	14,317
10	12,653	13,720	14,654
11	12,826	13,910	14,852
12	13,122	14,237	15,167
13	13,275	14,371	15,301
14	13,697	14,787	15,762
15	14,530	15,512	16,372

**AIDES**  
**2005-2006**

<b>STEP</b>	<b>Scale A (0-29 Credits)</b>	<b>Scale B (30-59 Credits)</b>	<b>Scale C (60-119 Credits)</b>
1	11,261	12,045	13,140
2	11,367	12,159	13,264
3	11,449	12,273	13,375
4	11,556	12,359	13,482
5	11,850	12,620	13,775
6	12,000	12,800	13,900
7	12,250	13,044	14,178
8	12,541	13,407	14,507
9	12,821	13,893	14,834
10	13,110	14,210	15,170
11	13,410	14,540	15,530
12	13,596	14,745	15,744
13	13,910	15,092	16,078
14	14,072	15,234	16,220
15	15,130	16,112	16,972

**BUS AIDES  
Per Hour**

<b>STEP</b>	<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>
1	8.56	8.81	9.06
2	8.79	9.04	9.29
3	9.02	9.27	9.52
4	9.26	9.51	9.76
5	9.49	9.74	9.99
6	9.74	9.99	10.24
7	9.99	10.24	10.49
8	10.77	11.00	11.25

**SATELLITE AIDES  
Per Hour**

<b>STEP</b>	<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>
1	7.82	8.07	8.32
2	8.03	8.28	8.53
3	8.24	8.49	8.74
4	8.58	8.83	9.08
5	8.82	9.07	9.32
6	9.05	9.30	9.55
7	9.28	9.53	9.78
8	10.02	10.27	10.52

Satellite Aides shall be paid in accordance with the hourly rate set forth herein above; however, their pay shall be converted into salary and paid in equal installments throughout the school year. All docking of Satellite Aides that may occur throughout the year shall be done in accordance with that employee's hourly rate.

## SECURITY MONITORS

<b>STEP</b>	<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>
1	13,690	14,190	14,690
2	14,182	14,821	15,488
3	14,500	15,724	16,432
4	14,730	15,800	16,465
5	15,000	15,950	16,668
6	15,550	16,250	16,982
7	15,850	16,564	17,310
8	16,539	17,139	17,839

The Bridgeton Board of Education and the Bridgeton School Employees Association have agreed to the contract as proposed for 2000-2003.

BRIDGETON BOARD OF EDUCATION

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Ms. Angelia Edwards, President  
Bridgeton Board of Education

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Mr. R. Todd Edwards, Vice President  
Bridgeton Board of Education

BRIDGETON SCHOOL EMPLOYEES ASSOCIATION

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Mr. Nelson Santiago, President  
Bridgeton School Employees Association

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Ms. Lynda Camarote, Chairperson-  
Negotiations  
Bridgeton School Employees Association