



1198

AGREEMENT BETWEEN

THE BELLEVILLE BOARD OF EDUCATION

AND THE BELLEVILLE AIDES AND BUS DRIVERS ASSOCIATION

1991-1994

ARTICLE I

PRINCIPALS

A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article II attached hereto and made a part hereof. The Board retains and reserves all powers, rights, duties and responsibilities conferred upon and vested in it by the laws of the United States and the State of New Jersey. The following Articles embody the understanding which the parties desire to confirm in this Agreement.

B. Furthermore, the Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

ARTICLE II

A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classification set forth in Section C attached hereto and made a part hereof.

B. Unless otherwise indicated the term "employee", which used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and reference to male employees shall include female employees.

C. The employees represented by this Association are all those in the following classifications:

1. Part-time Bus Drivers
2. Bus Attendants
3. Teacher Aides

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than October 15, 1993, the Board agrees to initiate negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries, but other conditions of employment, including matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

B. Negotiations shall commence with a meeting at a mutually satisfactory place. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. 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.

C. Modification. The 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 IV

GRIVANCE PROCEDURES

A. Definitions:

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance" are:

The person or persons making the grievance;

The person or persons representing the aggrieved individual or individuals;

The person or persons to whom the grievance applies; and

The person or persons who are representing the individual or individuals against whom the grievance is presented.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees in the negotiating unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Grievances shall be submitted not later than sixty (60) working days after the alleged grievance. The time limit specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible and time limits may therefore be reduced or waived by mutual consent.

Level One: An employee submitting a grievance shall first discuss it with his Principal or subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the person or persons to whom the grievance applies is an administrator above the Principal level, the employee should discuss the grievance with such administrator.

Level Two: If the aggrieved person or persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent or Secretary/School Business Administrator.

Level Three: If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the appropriate administrator, the aggrieved person or persons may within five (5) school days thereafter requesting in writing that the Chairman of the PR&R Committee submit his grievance to the Board of Education. The Chairman of the PR&R Committee shall present this grievance to the Board within twenty (20) days after its receipt from the grievant.

Level Four:

If the grievance is not settled at Level Three within twenty (20) school days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC). PERC shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be final and binding regarding a grievance concerning a violation of the specific terms of this Agreement, except as provided herein. The decision of the arbitrator shall be advisory in nature concerning all other grievances.

The decision of the arbitrator in writing shall be submitted to the Board and the Association. The costs for the services of the arbitrator shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same.

Time limits at any level of procedure may be waived by mutual consent.

D. Miscellaneous:

All meetings and hearing under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, and agree to observe any grievance procedure as confidential.

ARTICLE V

EMPLOYEES' RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates* for the purpose of engaging in collective negotiations.

The terms "eligible employees" or "eligible employee" herein, shall mean those persons covered by this Agreement.

B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of a reasonable size and shall note only identification of membership.

*Affiliates for this Agreement shall be confined to:

Essex County Education Association
New Jersey Education Association
National Education Association

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

D. Any job related criticism by a supervisor or Administrator will be made on confidence only and not in the presence of others.

E. Whenever an employee is required to appear before the Superintendent, Board or Administrator concerning a matter which could adversely affect his/her position, employment, salary or any increments pertaining thereto, he/she will be given prior written notice of the reasons for such meeting and shall have the right to have a representative of the Association accompany him/her.

F. The employee has the right to respond, in writing, to any criticism. Upon the employee's request, said written response shall become part of their personnel file.

G. "No employee shall be disciplined, reprimanded, reduced in rank, salary or denied privileges without just cause".

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

Separability Clause:

If a provision of any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law. All other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE VII

SALARY AND WORKING HOURS

A. Salary:

Hourly salary increases shall be:

\$.55 for 1991-90 \$.60 for 1992-93 \$.65 for 1993-94

Two Step guides will be developed:

	1991-92		1992-93		1993-94	
	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Tchr. Aides	\$8.35	\$8.85	\$8.95	\$9.45	\$9.60	\$10.10
Bus Attendants	\$7.60	\$8.10	\$8.20	\$9.70	\$8.85	\$ 9.35
Drivers	\$10.35	10.85	\$10.95	11.45	\$11.60	\$12.10

Members of the unit employed during the 1987-1988 school years will be placed on Step 2.

B. Longevity:

Employees covered by this Agreement shall, after completing ten (10) years of continuous service with the Belleville Board of Education, and for each year thereafter, receive an additional \$.20 per hour.

C. Working Hours:

1. Teacher Aides shall work 30 hours a week, 6 hours daily, exclusive of a duty free 50 minute lunch time.

2. An employee shall not lose a day's pay if he/she reports to work and his/her equipment is inoperable.

3. Whenever the district schools are closed due to a snow emergency, unit members shall be paid for the day but not report to work.

4. The Board agrees that the following 15 named individuals employed prior to September 1, 1991, shall be guaranteed a minimum of twenty (20) work hours per week.

Drivers:

Catherine Jimenez
Jeanette Sona
Kathleen Wells
Jane Critchley

Fran De France
Marlene Talmadge
Frank De Lorenzo
Dominick Palangio

Attendants:

Marian Brown
Nancy Yaniga
Betty Mazza
Edward Brown

Marlene Lazzaro
Elsie Centanni
Gennero Caputa

D. Call Time and Overtime:

1. Athletic events if worked by Drivers and/or attendants will be paid at a minimum of two (2) hours.

2. Overtime will be paid at 1 1/2 times the hourly rate after 40 hours of work in any week. Any time worked on Saturdays, Sundays or holidays, which are non-student days, will also be paid at 1 1/2 times the employee's regular hourly rate.

3. Driver and Bus Attendant overtime assignments shall be rotated within the job category among the regular employees.

4. On days when school is not in session, a Driver or Bus Attendant shall receive pay for two (2) hours call time if he/she is not notified prior to his/her arrival at work that his/her scheduled trip as been cancelled.

ARTICLE VIII

WORK YEAR

A. Days Worked:

All employees shall work the instructional year as established by the Board.

B. Calendar:

All employees shall follow the Board approved calendar. A copy shall be attached. Each employee shall also receive a copy.

ARTICLE IX

EMPLOYMENT PROCEDURES

A. Nondiscrimination:

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. Notification of Contract and Salary:

Employees shall be notified of their contract and salary status for the ensuing year no later than July 31.

ARTICLE X

SENIORITY

A. For purposes of a RIF, employment seniority in the district in the job category, shall be utilized with the least senior employee being adversely affected first and then sequentially to the most senior employee in each separate job category.

B. In the event of a recall due to a vacancy after a RIF, employees so affected shall be notified by mail. The

employee shall have thirty (30) days to notify the Board in writing whether or not he/she is returning to work.

ARTICLE XI

TRANSFER AND REASSIGNMENT

An employee desiring transfer to another assignment shall make his/her request in writing to the proper administrator. Consideration shall be given to the individuals requesting transfer when positions become available.

ARTICLE XII

VACANCIES AND NEW POSITIONS

A. Notice of all vacancies of employment covered by this Contract shall be posted in each school by the proper administrator when an official Board action creates a vacancy or a new position within the school system. A copy of all job postings shall be mailed to the Association President at the time of posting.

B. The notice shall be posted for ten (10) days, and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work days posting period to be considered for the vacancy or new position.

ARTICLE XIII

EMPLOYEE IMPROVEMENT

The Board shall pay for all license fees, initial and renewal, necessary and required, for the employee's work.

ARTICLE XIV

UNIFORMS, SUPPLIES AND FACILITIES

Clothing:

Drivers and attendants shall be provided with gloves by the Board; the drivers shall also be provided with light jackets and the attendants with rain ponchos.

ARTICLE XV

EVALUATION

Annual Evaluation - At least once annually each employee will be evaluated by building or district administrator.

A. The annual evaluation will be formalized in an annual conference. The conference will consist of the supervisor's evaluation of work performance of the supportive employee and any other matters which may be appropriate.

B. This report shall be signed by both the supervisor and the supportive employee. Signatures will mean only that a conference was held and that items included were discussed. The supportive employee shall receive a copy. The employee may attach a rebuttal within ten (10) working days.

ARTICLE XVI

SICK LEAVE

A. Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

B. If the employee does not use all of his/her annual sick leave allowance, ten month employees shall accumulate up to ten (10) days and twelve month employees shall accumulate up to twelve (12) days for use, if necessary, in subsequent years. Such accumulated sick leave shall under no circumstances be counted toward tenure.

ALLOWANCE FOR PERSONAL ILLNESS

<u>Total Years of Service</u>	<u>Days Allowed for Illness</u>
Up to 3 years	10 days
From 3 year & 1 day	12 days

Sick leave in excess of the above shall be at the discretion of the Board.

C. Any Teacher Aide who must leave his duties because of personal illness after reporting for duty will be paid for that day if he or she works at least three (3) hours or 1/2 of the student session, if it is a half-day session.

D. "Terminal Pay on Basis of Sick Leave" "Any employee with ten (10) years or more service may upon retirement receive the following compensation for unused sick days:

1	-	100	=	\$10 per day
101	-	200	=	\$15 per day
201	-	300	=	\$20 per day"

ARTICLE XVII

EXCUSED ABSENCES

A. Death in Family:

In case of the death of the father, mother, husband, wife, child, grandchild, grandparents, sister, brother, mother-in-law, father-in-law, son-in-law, or daughter-in-law of any employee, such employee will be excused for a period of up to five (5) consecutive days to attend the funeral of such deceased relative.

In case of the death of a sister-in-law or brother-in-law of any employee, such employee will be excused for a period of up to two (2) days to attend the funeral of such deceased relative.

One (1) day's absence will also be allowed to attend the funeral of an uncle, aunt, nephew, niece or cousin.

B. Military Leave:

Absences for military reserve training, during the contractual period of employment, not exceeding two weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one day's absence only for such purpose, with pay.

C. Leave of Absence:

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons without recourse to the grievance procedure, and denial of any such leave shall not be grievable.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall recommence upon his return, and he shall be assigned whenever possible, to the same position which he held at the time said leave commenced.

D. Personal Leave:

If for personal reasons, or for religious observance, a day's absence is necessary, an employee shall be excused from his/her duties upon notice to the Administrator concerned. Notice should be submitted at least two (2) days before the requested absence, unless an unanticipated emergency occurs, which precludes such notice.

A "personal reason" as herein defined, is an emergency or the performance of a duty that cannot be done on out-of-school time, such as a court appearance or a family illness.

In all cases where an employee requests an excused absence for personal reasons, a green slip must be filed with the appropriate Administrator.

For personal reasons which are considered by the employee to be of such a nature as to be extremely confidential, the green slip may be marked "personal reasons - confidential".

Employees will be paid for a period not exceeding three (3) days, during any school year, for excused absences due to personal reasons, as defined in this section.

E. Jury Duty:

There shall be no salary deduction for an employee in the unit due to absence because of service on a jury. The Board shall not require the employee to remit to the Board whatever monies are received for this jury duty.

ARTICLE XVIII

INSURANCE BENEFITS

The Board shall provide the health-care insurance protection designated below.* The Board shall pay the full premium for each employee enrolled under said plan.

*(For those full-time employees who regularly work 20 or more hours per week and consistent with the State Health Benefits Rules and Regulations.)

The health-care insurance protection provided for in this Article shall be limited to and include only:

Blue Cross/Blue Shield - Rider J	State Plan
Blue Cross/Blue Shield - "Carve-Out Medicare" (Employee or dependent Over Age 65)	State Health Benefits Program
Major Medical	

DENTAL: As of July 1, 1987, the Board shall provide Group Dental Expense Insurance coverage for those full-time employees regularly working 20 or more hours a week.

The Board shall provide a \$2.00 co-pay prescription plan for the employee and his/her immediate family.

ARTICLE XIX

A. Deduction From Salary:

Payroll deductions will be made for employees organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

B. Indemnification and Save Harmless Provision:
(Agency Shop)

LIABILITY -

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

C. Membership Availability and Demand and Return System:

Membership in the Association is available to all employees on an equal basis, and the Association has established and maintains a demand and return system which complies with the requirements in Sections 2(c) and 3 of the Act.

1. Representation Fee

(a) Purpose of Fee. If an employee, eligible for membership in this Association does not become a member of the Association during any membership year (i.e.) from July 1 to the following June 30), 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.

(b) Amount of Fee. 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 members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(c) Deduction and Transmission of Fee.

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

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.

(ii) 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.

(iii) Changes. The Association will notify the Board in writing of any changes in

the list provided for in paragraph (i) above.

ARTICLE XX

PRINTING OF AGREEMENT

Sufficient copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

ARTICLE XXI

DURATION

The provisions of this Agreement shall be effective as of July 1, 1991, and shall remain in full force and effect until June 30, 1994, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article III of said Agreement.

IN WITNESS WHEREOF, The Board of Education of the Township of Belleville and the Belleville Aides and Bus Drivers Association has caused these presence to be signed by the principals and duly authorized officers on this ^{27th} day of January 1992.

THE BOARD OF EDUCATION OF THE TOWNSHIP OF BELLEVILLE

Agreed on this date: January 27, 1992

For the Board:

Michael D. Gardullo, Supt
Joseph M. Mason
Carlene M. Paserchia
Paul Weaver

For the Association:

Catherine B. Jermey, Pres
Marie Coppola, Vice Pres.
Annette Lardieri