

**AGREEMENT**

**between the**

**BYRAM TOWNSHIP BOARD OF EDUCATION**

**and the**

**BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA**

**FOR THE YEARS:**

**2009-2010**

**2010-2011**

**2011-2012**

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the BOARD OF EDUCATION, of the Township of Byram, County of Sussex, and State of New Jersey, hereinafter referred to as the "Board", and the BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA, of the Township of Byram, County of Sussex, State of New Jersey, hereinafter referred to as the "Association".

WITNESSETH:

It is stipulated and agreed between the parties hereto that this Agreement as hereinafter set forth on pages 2 through 14 inclusive, contains the complete understanding of the parties and no verbal representations prior to or after execution hereof shall be of any force and legal effect.

This AGREEMENT shall ensure to the benefit of the parties hereto, its heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these present to be signed by their proper corporate officers and caused their proper corporate seal to be affixed, the date and year first above mentioned.

BYRAM TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
President

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Board Secretary

BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA

By: \_\_\_\_\_  
President

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Association Secretary

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**ARTICLE I - RECOGNITION**

A. The Board of Education hereby recognizes the Byram School Personnel Association/ BEA as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all employees in the following job classifications:

Secretaries, clerical workers, cafeteria/clerical aides, custodians, maintenance employees, drivers, aides and attendance officers

but excluding the following:

all certificated employees, supervisors, managerial executives, custodian/night supervisor, temporary employees and confidential employees, including the secretary to the chief school administrator, the secretary to the business administrator/board secretary, the clerk typist/bookkeeper in the board office, and supervisor of buildings and grounds.

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, and reference to male employees shall include female employees, and reference to female employees shall include male employees.

**ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT**

Negotiations for a successor agreement shall be in accordance with state statutes and regulations concerning negotiations. All agreements shall be reduced to writing.

**ARTICLE III - GRIEVANCE PROCEDURE**

A. DEFINITION

A grievance is a claim by an employee that he/she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employee's terms and conditions of employment.

A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievance occurred.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. 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

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision. The time limits may be extended or contracted by mutual agreement in writing.  
  
b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), in an attempt to resolve the matter informally at that level. If, at the conclusion of the meeting, the matter remains unresolved, the grievant shall submit his/her grievance to the principal in writing within five (5) school days. The principal or other immediate superior shall give his/her decision within five (5) school days after receipt of the written grievance.
3. The employee grievant, no later than five (5) school days after receipt of the decision of his/her principal or other immediate superior, may appeal the decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing and should include: (a) the date of the occurrence giving rise to the grievance, (b) the date that the grievance is filed, (c) the nature of the grievance, or a brief description of the event leading to the grievance, (d) the specific provision in the contract or Board policies allegedly violated, and (d) the remedy being sought. Further, all documents supporting the grievance should be attached.

The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Chief School Administrator shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.

4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after the receipt of the Chief School Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Chief School Administrator who shall attach all related papers and forward the request to the Board of Education within the scope of fifteen (15) school days. The Board or a committee thereof, shall review the grievance and shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) school days of the hearing. The referred to hearing shall be held within ten (10) school days after receipt of the appeal notice. During summer months, Monday through Friday will be considered school days.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Chief School Administrator within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding of the grievances concerning:
  - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - b. a complaint of a non-tenure employee which arises by reason of his/her not being re-employed.
6. In the event the grievant is not satisfied with the decision of the Board of Education, he/she then may request a further hearing. The hearing shall be attended by one representative of the Association, one representative of the Board, and a third party. Selection of the third party shall be referred to PERC who shall follow the same procedure as when selecting an arbitrator. The grievant may or may not elect to be at the hearing. The representatives' findings and/or recommendations shall not be binding on the Board but solely for the purpose of providing a basis of settlement. The Board will notify the Association of compliance or non-compliance with an arbitrator's award within thirty days of receipt by the Board Secretary of the award. In the event the Board fails to notify the Association within thirty days, the Board shall be responsible for 100% of the arbitrator's costs.
7. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and by the Association or by a representative selected or approved by the Association.
8. The costs for the services of the third party, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
9. In presenting his/her grievance, the member of the staff and/or Association representatives shall be assured freedom from prejudicial action in presenting or processing his/her appeal.

#### **ARTICLE IV - WORK DAY**

All employees shall have a duty-free lunch period of thirty (30) minutes, except in the cases of emergencies, as determined by the employee's immediate supervisor. Secretaries may leave the building during their lunch period, upon notifying their supervisor or his/her designee.

##### **A. SECRETARIES**

1. Full-time secretaries and clerks work an eight-hour day including one-half hour for lunch. Part-time secretaries and clerks work their contractual hours as assigned by their immediate supervisor.

2. Summer hours for twelve month secretaries will begin five (5) days after the last teachers' day or July 1, whichever comes first, and will end August 31. During that time twelve month secretaries have an abbreviated day: 9:00 a.m. to 3:00 p.m., or in the alternative with the approval of the administration, 8:00 a.m. to 2:00 p.m.

3. Secretaries do not have to report for work on snow days and any other days when teachers do not report. On early dismissal days prior to a holiday, when teachers are not required to be in attendance, secretaries are permitted to leave thirty minutes after the last bus leaves.

B. CUSTODIANS

1. A full time custodian's shift is eight and one-half hours, which includes a one-half hour meal-time. Part-time custodians work the hours assigned by the chief school administrator, business administrator and/or supervisor of building and grounds. A four hour custodian may choose to work four and one half hours, which includes a one-half hour meal break, or in the alternative may work four and one-quarter hours, which includes a fifteen minute break.

2. Custodians not responsible for providing Firemen's Low Pressure Boiler License coverage for the building they work in may leave the building during their meal time upon notifying their supervisor (s) or his/her designee.

3. When a custodian does not report to work or leaves early due to concern over weather conditions, the time absent will be counted as a personal or vacation day depending on the choice of the custodian and days available.

4. If no vacation or personal days are available, the custodian will be deducted for the absence based on the number of hours present. For attendance purposes an absence of four hours or more will be counted as a full day's absence. An absence of less than four hours will be counted as a one-half day's absence.

5. When school is closed due to snow, the day and night custodians will report to work as soon as possible to assist with plowing and clearing of sidewalks and entrances. The time for reporting to work shall be determined by the supervisor of buildings and grounds. In the absence of the supervisor of buildings and grounds, the Chief School Administrator, Business Administrator or night supervisor shall make the determination. After clearing of snow, custodians will use the time remaining to maintain cleanliness of facilities, change filters in HV units, check emergency lights and various other responsibilities not normally done in the evening when school is in session. If an area has not been thoroughly cleaned and garbage emptied the previous evening due to absence of a custodian, as described in the paragraph above, the custodian responsible for the area will then complete his/her normally assigned duties. Should the custodian be absent, the supervisor of buildings and grounds, night supervisor, Chief School Administrator or Business Administrator will assign a custodian to cover the area.

C. TEACHER AIDES & CAFETERIA/CLERICAL AIDES

1. The teacher aide and cafeteria/clerical aide work year shall be one hundred eighty four (184) days. The work year for inclusion aides shall be 181 days and will include the teacher orientation day at the start of the school year. On emergency delayed opening and early closing days, inclusion aides shall note only hours worked on their time sheets and shall be paid for those hours only. An inclusion aide may work beyond the 181 days if the principal or Chief School Administrator feels an in-service is relevant to the inclusion aide's responsibilities. The inclusion aides will be required to attend such in-service and shall note the hours worked on their time sheets and will be paid for those hours only. The principal or Chief School Administrator will notify inclusion aides of the requirement to attend an in-service at least two weeks prior to the in-service day.
2. Teacher aides assigned to individual special education classes shall continue to have their hours set by the administration.
3. On scheduled student early dismissal days, when teachers are required to be in attendance, teacher aides, inclusion aides and cafeteria/clerical aides shall work their assigned hours and note only hours worked on their time sheets and shall be paid for those hours only.
4. Work hours for the attendance officer may be increased as needed at the discretion of the Business Administrator/Board Secretary or Chief School Administrator.
5. In the event that aides are required to perform bus duty outside of their regular hours, they will be compensated at their regular rate for time spent.

**ARTICLE V - EMPLOYEE EVALUATION**

- A. Employees shall receive a written evaluation of their performance twice per year. An evaluation conference shall be held directly after the employee receives the written evaluation. The employee may submit a written comment or rebuttal within five days, which shall be attached to the written evaluation.
- B. Employees have the right, upon filing a written request, to review their personnel files, located in the Board Office, in the presence of the Business Administrator or his/her designee.

**ARTICLE VI - SICK LEAVE**

- A. All twelve (12) month employees shall be entitled to twelve (12) sick leave days and all ten (10) month employees shall be entitled to ten (10) sick days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit. An employee hired after the opening of the school year shall have their allowable sick leave pro-rated on the basis of one day per month until the next June 30. Employees reporting by the 15<sup>th</sup> will be credited with a full month of service. The total number of days will be rounded to the

nearest half day increment.

- B. In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Chief School Administrator in order to obtain credit for sick leave. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any twenty (20) school day interval, prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Abuse of sick leave will result in loss of pay for the day or days involved.
- C. Payment for unused sick leave shall be made by the Board to employees under the following conditions:
  - 1. A full time employee who leaves the district after 12 years of continuous service, with the exception of instances where a reduction in force may not make the service continuous, is entitled to \$45 per day up to a maximum of 170 days. Employees working 4 hours or less per day, who meet the above criteria, will receive \$22.50 per day up to 170 days.

#### **ARTICLE VII - TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following non-accumulative temporary leaves of absence with full pay.

- A
  - 1. Annual allowance of not more than four (4) days leave of absence except for marriage of employee which shall be an allowance of one additional day. The four can be drawn from the following categories: personal, business, household or family matters, marriage of employee or marriage of the immediate family, or religious holidays. Application to the employee's immediate supervisor for personal leave shall be made at least four (4) days before taking such leave, except in cases of emergencies.

At the end of the school year an employee may elect to have any unused personal days converted to sick days or an employee may elect to be reimbursed for a maximum of two unused personal days at twenty-five (\$25.00) dollars a day and convert the remaining unused personal days to sick days.

For employees hired after the start of the year, personal days shall be pro-rated as follows: number of months employed/10 x number of personal days allotted for the year.

The total number of days will be rounded to nearest half day increment. Employees reporting by the 15<sup>th</sup> will be credited with a full month of service.

- 2. No personal leave will be granted before or after a holiday except at the discretion of administrative review. No personal days will be allowed on the days immediately preceding or following a scheduled school vacation. The chief school administrator may grant exceptions, but in all cases where exceptions are requested, the employees shall be required

to state reasons in writing.

3 Annual allowance of not more than five (5) working days due to death in the immediate family. Immediate family shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild and any other member of the immediate household.

4. In the event of serious illness in the immediate family, an employee may use up to three (3) days with full pay annually. Application to the employee's immediate supervisor and/or chief school administrator shall state the immediate family member. For purpose of serious illness, immediate family are spouse, child, mother, father mother-in-law, father-in-law, and any other member of the immediate household.

B. For part-time employees, item #3 shall be in full force. Item #1 shall be allowed on a ratio of actual days of employment per week to five (5).

## **ARTICLE VIII - WORK YEAR**

### **A. HOLIDAYS**

Annually, the Board of Education shall set the holiday schedule as it applies to twelve (12) month staff. Paid holidays shall be scheduled in observance of the following:

New Year's Day  
President's Day Observance  
Good Friday  
Memorial Day Observance  
Independence Day  
Labor Day Observance  
Thanksgiving Day and the Day After  
Christmas Day

Two additional days may be taken during any school recess period when school is not in session, but, may not be added to vacation time. Request must be in writing no later than two (2) weeks prior to dates requested. The custodial supervisor reserves the right to deny a request based on school district's needs. A limit of two (2) custodians in the Lakes School and two (2) custodians in the Intermediate School may take floating holidays per recess period.

### **B. VACATIONS**

A twelve (12) month employee employed from July 1 through June 30 is entitled to two (2) weeks (10 days) paid vacation. After six (6) years of continuous service, an employee is entitled to three (3) weeks (15 days) paid vacation. After ten (10) years of continuous service, an employee is entitled to eighteen (18) days paid vacation.

Employees starting after July 1 will have vacation time calculated on a pro-rata basis.

Employees shall receive full pay for all accrued vacation upon leaving the district, provided they give the district at least two (2) weeks written notice of their last day of employment.

Vacations for secretaries/clerks may be taken during the time that summer hours are in effect, with prior approval of the chief school administrator.

Vacations for custodians may be taken during any recess when school is not in session. A limit of two (2) custodians in the Lakes School and two (2) custodians in the Intermediate School may take vacation during recess periods at any one time. The supervisor reserves the right to deny the request based on the needs of the school district. Unused vacation cannot be carried over from one school year to the next.

Twelve (12) month employees shall provide the district with six weeks notice for intended vacation weeks and two weeks notice for individual vacation days. Custodians and secretaries unused vacation time cannot be carried over from one school year to the next.

#### **ARTICLE IX - EXTENDED LEAVES OF ABSENCE**

Extended leaves of absence without pay, including those for child-rearing and non-disability reasons may be granted by the Board when said absence is judged by the Chief School Administrator to serve the best interests of the school system. The determination will be made by the Chief School Administrator and his/her determination shall be final and non-grievable. These leaves may extend to the end of the current school year and may be **further** extended upon written request of the employee and approval of the CSA and Board. Employees must have three years of continuous service in the District to be eligible for leaves granted under this clause.

Nothing in this Article shall deprive employees of their rights under the State Disability Laws, Workers Compensation Laws or the Federal or State Family Leave Acts.

#### **ARTICLE X - EMPLOYEE RIGHTS**

A. Employees shall be subject to disciplinary action for conduct constituting inefficiency, incapacity, unbecoming conduct, insubordination or other just cause. Generally, where appropriate, the Administration shall utilize the concept of "progressive discipline". In this connection, where appropriate, the Chief School Administrator shall impose progressive penalties upon personnel who have engaged in improper conduct. Where appropriate, a verbal warning shall first be issued, followed by a written warning. Thereafter, depending upon the severity of the offense, the Chief School Administrator may recommend penalties which include, but which may not necessarily be limited to suspension without pay, denial of salary, or where appropriate the withholding of an increment or freezing of salary, dismissal or the institution of tenure charges pursuant to statute. The determination of the Chief School Administrator under this clause may be grieved to the Board of Education, but may not be grieved beyond the Board.

- B. Lounge areas shall continue to be provided in each school in accordance with the practice in effect in 1999-2000.
- C. The present procedure for determining reduction in force by factors including experience, skill level, performance, and other relevant factors at the discretion of the Chief School Administrator shall be continued.
- D. The Board will post notices of all vacancies prior to the closing date for applications to be filled.
- E. Any individual contract between the Board and an employee covered by this Agreement shall be subject to and consistent with this Agreement. If any individual contract is inconsistent with this Agreement, this Agreement shall be controlling.

#### **ARTICLE XI BENEFITS**

- A. Health Benefits Program The Board shall offer health care insurance for employees and dependents. Existing employees and employees presently on a leave of absence are grandfathered and are not subject to a co-pay of insurance. New employees hired after July 1, 1997 will pay 2% of dependent coverage for health insurance.

The Traditional Plan option will be eliminated upon ratification. All employees will be enrolled in the District's Direct Access Plan for the Employee and dependents.

- B. Eligible employees shall have the opportunity to a 50% opt out benefit on health insurance.
- C. A dental plan will be provided to all employees and their dependents. The cost will be absorbed by the Byram Township Board of Education.
- D. Health benefits are available only to employees working thirty (30) hours or more per week.
- E. Custodians shall be provided with five (5) uniforms per year. Custodians shall be required to clean, maintain and wear these uniforms.
- F. The Board will provide eight (8) foul weather gear outfits, three (3) for the Lakes School and five (5) for the Intermediate School. The outfits will remain the property of the board of education and will not be removed from the premises.
- G. The Board will reimburse each full and part-time custodian at 75% of the cost, to a maximum of \$100.00 per pair, for two pairs of steel-toed shoes, each contract year.
- H. Full time employees will be reimbursed for professional courses (tuition only) up to a maximum of \$300.00 a year. All courses submitted for reimbursement shall have the prior approval of the Chief School Administrator and shall specifically apply to the employee's area of professional responsibility. In order to be reimbursed, it will be necessary for the

employee to submit a receipt showing the tuition cost with a completed and signed voucher and signed documentation of satisfactory completion of the course.

- I. Professional days may be available at the discretion of the Chief School Administrator. Payment will be limited to registration fees, mileage fees at established IRS rate and wages for the employees normal work hours.
- J. Employees may receive an annual flu shot. The Board shall pay up to \$10.00 per year per shot. Flu shots must be scheduled on the employee's own time. The employee must provide a receipt in order to be reimbursed.
- K. Custodians are required to attend bi-annual Right-to-Know training and annual Asbestos Awareness and Bloodborne Pathogens training. Training will be given during the workday and custodians will be reimbursed for mileage incurred at the IRS rate. When more than four custodians, including a custodian holding a CDL license, are scheduled on the same non-school day, the administration may make the school van available as transportation to the training location. As an alternative, custodians may carpool with the driver being reimbursed for the mileage.
- L. Custodians holding a Black Seal/Boiler Operator's License and/or a CDL are required to keep such licenses current. A custodian who is physically able but fails to keep such licenses current may be subject to dismissal.
- M. Custodians wishing to obtain a Black Seal License or CDL shall have all expenses paid or be reimbursed for expenses incurred to obtain or renew such licenses.

## **ARTICLE XII - SALARIES**

- A. Pay checks shall be distributed on the 15<sup>th</sup> and 30<sup>th</sup> day of each month. If the 15<sup>th</sup> or the 30<sup>th</sup> falls on a weekend or any other day schools are closed, pursuant to the school calendar, pay checks will be distributed on the last day schools are open immediately preceding pay day. In the event that there is an unscheduled closing of schools on a payday, the checks will be distributed on the first day schools are reopened.
- B. Overtime pay at the rate of time-and-one-half the employee's regular rate shall be paid for all hours worked in excess of forty (40) hours in a week. Overtime shall be distributed at the discretion of the administration.
- C. Holiday pay shall constitute straight time, i.e. regular pay, for all hours actually worked plus the full day's pay for the holiday.
- D. Any employee shall receive a minimum of two (2) hours pay at the rate of time and one-half if they are called back by their supervisor, Chief School Administrator or Business Administrator to work at a time not contiguous with their regular workday.
- E. A total of \$1,500.00 per school will be paid to the individual or individuals responsible for substitute calling for the 2009-2012 school years.

F. Effective July 1, 2010, individuals holding a black seal license, CDL, work the night shift, or are responsible for the six-month asbestos surveillance shall be paid the following amounts:

|            |         |
|------------|---------|
| Black Seal | \$1,000 |
| Night      | \$1,000 |
| Asbestos   | \$775   |
| CDL        | \$740   |

G. Employees recognized as being covered under this contract, who hold the appropriate teaching certificate, shall be paid at the rate of forty (40) dollars per hour for bedside instruction and summer school.

H. Support staff hired after March 1 shall not be entitled to automatically receive the negotiated increase in salary on July 1 or September 1 of the same year. An increase to the salary of said employee is based upon the recommendation of the Chief School Administrator and discretion of the board of education.

I. Stipends have been added for one maintenance position at \$2,100 per year, one technology position at \$2,100 per year, and ABA trained positions at \$3,150 per year at the discretion of the Superintendent and Business Administrator. If one maintenance position is filled at each school, the stipend will be shared.

### **ARTICLE XIII - ASSOCIATION RIGHTS AND PRIVILEGES**

A. **RELEASED TIME FOR MEETINGS**

Whenever any representative of the Association or any employee participates during work hours in mutually scheduled negotiations or grievance proceedings, she/he shall suffer no loss in pay.

B. **BULLETIN BOARDS**

The Association shall have the privilege to use the bulletin boards located in the faculty lounges for official Association communications.

C. **USE OF SCHOOL EQUIPMENT**

The Association will be permitted access to the copy machine for thirty (30) minutes after the close of school.

D. **MAIL FACILITIES AND MAIL BOXES**

The Association shall have the privilege of using the school mailboxes. The Association shall provide the Administration with a copy of anything that is placed in the mailboxes.

E. **OFFICIAL COMMUNICATIONS**

In the event that the Board needs to send official communications to the Association with regard to this Agreement or related matters, it shall do so, either hand delivered or through the regular mail to the home address of the president of the Association. If the

Association needs to send official communications to the Board, it shall do so, either through the regular mail or hand delivered to the office of the school business administrator.

F. **REPRESENTATION FEE**

The representation fee charged to non-BEA members will be calculated annually according to law. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable council fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision. The Association shall supply to the Board a copy of the Demand and Return system in effect which permits non-member to seek a reduction of the fee for purposes outlined in the statute.

**ARTICLE XIV – TERM OF CONTRACT**

This contract shall be in force from July 1, 2009 to June 30, 2012, and copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and made available to all employees now or hereafter employed.

**ARTICLE XV – MISCELLANEOUS**

A. **Statutory Savings Clause**

If any provision of this Agreement or any application of this Agreement to any application shall not be deemed valid or subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

B. Fourteen calendar days notice shall be give to the Board for voluntary termination.

**SALARY GUIDELINES**

|   | <b>2009-2010</b> | <b>2010-2011</b> | <b>2011-2012</b> |
|---|------------------|------------------|------------------|
| Custodians  | 3% increase      | 2.5% increase    | 2.5% increase    |
| Secretaries (10 mos)  | 3% increase      | 2.5% increase    | 2.5% increase    |
| Secretaries (12 mos)  | 3% increase      | 2.5% increase    | 2.5% increase    |
| Paraprofessionals including classroom aides and cafeteria/general aides | 3% increase      | 2.5% increase    | 2.5% increase    |
| Starting salaries for each year of this agreement:                      |                  |                  |                  |
| Custodians  | \$26,000/yr      | \$26,000/yr      | \$26,000/yr      |
| 12 Month Secretary  | \$30,000/yr      | \$30,000/yr      | \$30,000/yr      |
| 10 Month Secretary  | \$25,000/yr      | \$25,000/yr      | \$25,000/yr      |
| Clerical/Cafeteria Aide   | \$10.00/hr       | \$10.00/hr       | \$10.00/hr       |
| Classroom Aide  | \$10.00/hr       | \$10.00/hr       | \$10.00/hr       |
| Instructional Aide  | \$10.00/hr       | \$10.00/hr       | \$10.00/hr       |
|   |                  |                  |                  |
|   |                  |                  |                  |
|   |                  |                  |                  |

**LONGEVITY**

All twelve month employees with a minimum of 20 years of experience in the Byram Township School District shall receive \$500.00 per year in addition to their regular salary.