

# **AGREEMENT**

**BETWEEN**

**BUENA REGIONAL BOARD OF EDUCATION**

**AND THE**

**BUENA REGIONAL SUPPORTIVE STAFF ASSOCIATION**

**JULY 1, 2017 - JUNE 30, 2020**

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## **SUPPORTIVE STAFF AGREEMENT**

**THIS AGREEMENT** made effective as of the 1st day of July, 2017, by and between the **BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT** of Atlantic County, New Jersey, hereinafter referred to as the Board, and the **BUENA REGIONAL SUPPORTIVE STAFF ASSOCIATION**, hereinafter referred to as the Association.

**W I T N E S S E T H :**

### **ARTICLE I**

#### **TERM**

The term of this Agreement shall be July 1, 2017 to June 30, 2020.

### **ARTICLE II**

#### **RECOGNITION**

A. The Board hereby recognizes the Association as the exclusive and sole representative (so long as it continues as the majority representative) for collective negotiations concerning grievances and terms and conditions of employment for all buildings and grounds personnel, floating custodians, security personnel, secretaries, cafeteria workers, and assistants employed by the Board, but, excluding all teaching staff, certificated employees, the Superintendent's secretaries (2), Assistant Superintendent's secretary, the Business Administrator's secretary, the payroll clerk, accounting specialist, technology technician, substitute employees, and all supervisory personnel including the bus, cafeteria and maintenance supervisors. The parties acknowledge that as of July 1, 2010, the Board has privatized its transportation services. Accordingly, as of that date, there will be no bus drivers employed by the Board. In the event that the Board sometime in the future elects to re-establish its in-district transportation services, the bus drivers employed by the Board at that time would become part of the Association and their employment governed by this Agreement. The parties acknowledge that as of July 1, 2014, the Board has privatized its cafeteria services. Accordingly, as of that date, there will be no cafeteria workers employed by the Board. In the event that the Board sometime in the future elects to re-establish its in-district cafeteria services, the cafeteria workers employed by the Board at that time would become part of this Association and their employment governed by this Agreement.

B. Unless otherwise indicated, the terms "employee, custodian, maintenance mechanic, groundskeeper, security personnel, secretary, cafeteria workers and assistants" when used in this agreement, shall refer to the employees represented by the Association in the negotiating unit as above defined, references to male employees shall include female employees, and the singular shall include the plural.

### ARTICLE III

#### **NEGOTIATION OF SUCCESSOR AGREEMENT**

The Board and the Association, if it is still the majority representative, agree to enter into collective negotiations over a successor agreement in accordance with the laws of the State of New Jersey in a good faith effort to reach agreement or matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement or any part thereof expires. 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. All discussions/agreements made at the bargaining table are tentative and are not considered valid until ratified by the Board of Education in full session and the membership of the BRSSA.

### ARTICLE IV

#### **GRIEVANCE PROCEDURE**

##### A. Definition.

A "grievance" shall mean a complaint by an employee or the Association because of a violation, misinterpretation or inequitable application of this agreement, or an established policy or administrative decision governing employees except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law; (b) any rule or regulation of the State Commissioner of Education; (c) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; (d) a complaint of a non-tenured employee which arises by reason of his not being re-employed or dismissed; or (e) a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

(1) (a) A grievance, to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence. Failure of the Administration or the Board at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 acceptance of the decision rendered at this step.

(b) It is understood that employees 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 fully determined. Employees shall not be required to ignore federal or state safety regulations under this subparagraph.

(c) During Christmas and spring breaks any time limits in the grievance procedure shall be extended by the number of days of the breaks.

(2) (STEP 1) Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

(3) (STEP 2) If, as a result of the discussion, that matter is not resolved to the satisfaction of the employee within 10 calendar days, he shall set forth his grievance in writing to the principal (or immediate superior or department head, if applicable). The written request shall be filed not later than 60 days from the time the grievance occurred. The written request shall specify:

- (a) The nature of the grievance;
- (b) The nature and extent of the injury, loss or inconvenience;
- (c) The results of the previous discussion;
- (d) His dissatisfaction with the decision previously rendered; and
- (e) The relief sought.

The principal (or immediate superior or department head) shall communicate his decision to the employee in writing within 10 calendar days of receipt of the written grievance.

(4) (STEP 3) The employee, no later than 10 calendar days after receipt of the principal's (or immediate superior's or department head's) decision or after the time for decision has passed, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate his decision in writing to the employee and the principal.

(5) (STEP 4) If the grievance is not resolved to the employee's satisfaction, he, no later than 10 calendar days after receipt of the Superintendent's decision or after the time for decisions has passed, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board shall have sixty (60) days to reply, in writing, to the written request for grievance. The Board, or a committee thereof, may hold a hearing prior to rendering a decision. If a hearing is scheduled, it shall be held within the sixty (60) day period and the Board shall have ten (10) days after the hearing to reply. Matters grievable only to the Board level shall terminate here and shall not proceed to the subparagraph following.

(6) (STEP 5) (a) If the employee is dissatisfied with the decision of the Board and if the grievance pertains to a matter of previous formal agreement between the Board and the Association, the employee or the Association may request the appointment of the arbitrator, such request to be made known to the Superintendent no later than 30 calendar days after the decision, in writing, of the Board was made known or after the time for decision has passed.

(b) Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.

(c) The following procedure will be used to secure the services of an arbitrator:

(i) A joint request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(ii) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they will request the Public Employment Relations Committee to submit a second roster of names.

(iii) If the parties are unable to determine, within fifteen (15) calendar days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission shall designate an arbitrator.

(d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board. The arbitrator shall apply New Jersey law and regulations. The recommendations of the arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of finding and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

(e) Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the costs of the substitute. The time lost by the employee must either be without pay or charged to personal time.

(7) (a) 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.

(b) 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, except where final Board action shall be required.

(c) An employee shall have the right of representation by counsel and/or the Association at any step of the grievance procedure.

(d) If the grievance arises from action of the Board, Superintendent or Board Secretary, the grievance may be filed directly with the Superintendent.

## ARTICLE V

### **EMPLOYEE AND ASSOCIATION RIGHTS AND PRIVILEGES**

A. Whenever an employee shall be required to appear before the Board, a Board committee or the Superintendent with respect to a disciplinary proceeding, the purpose of which is to deny any increment or to discharge the employee, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an Association representative.

B. Employees shall have the privilege to wear pins and other identification of membership in the Association or its affiliates. However, employees shall not advocate negotiation positions or grievances to students in school buildings during working hours.

C. Employees shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any employee the rights given under Chapter 123 of the Public Laws of 1975 with respect to collective negotiations and the institution of grievances.

D. The Board agrees to furnish to the Association access to public records of the Board upon request and upon reasonable notice thereof; provided that they pertain to matters within the province of the Association.

E. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable terms, provided that this shall not interfere with or interrupt normal school operations.

F. The Association shall be granted use of school facilities after school hours, and the use of equipment, including but not limited to reproduction equipment and mailboxes. Paper supplies shall be furnished by the Association, and telephone charges of the Association shall be reimbursed to the Board.

G. The employees and the Association may be permitted to use school buildings at reasonable hours for meetings. Application for use of a school shall be made through the principal of the school according to the Board policy in effect at the time of the application.

H. The Association's representatives shall meet with the Superintendent sometime during the months of October and April, to review and discuss current problems and practices of mutual interest and the administration of this agreement.

## ARTICLE VI

### **WORK PERIODS, VACATIONS AND HOLIDAYS**

A. The work year of employees shall be as follows:

Secretaries - 12 month - July 1 through June 30 – 260 days.

11 month – July 1 through June 30 – 240 days.

10 month - begin the Monday before Labor Day and work 44 weeks ending no later than June 30 – 220 days.

The two Elementary Secretaries employed as of July 1, 2017, shall become eleven-month Elementary Secretaries. Eleven-month Elementary Secretaries (excluding High School and Middle School) shall work twenty (20) days (pensionable) during the summer on a schedule mutually agreed between the secretary and the principal.

Cafeteria Workers - School opening through June 30, based upon the school calendar plus opening and closing days – 181 days plus opening and closing.

Assistants - School opening through June 30, based upon school calendar. Before opening day all instructional and personal assistants shall be included at orientation day meeting to coincide with

teachers' orientation day and shall be compensated at the rate of one full day. – 182 days including orientation.

Playground Assistants – School opening through June 30, based upon the school calendar – 181 days.

Building and Grounds – 12 months, July 1 through June 30 – 262 days; or, 10 months - Monday before Labor Day and working 44 weeks ending not later than June 30 – 220 days.

Security Personnel – School opening through June 30, based upon the school calendar – 181 days.

Schedules based upon the school calendar shall be adjusted based upon adjustments made during the school year to the calendar.

Employees' salaries for each pay period are tentatively calculated as hourly rate x hours per day x normal annual work days divided by the pay periods in the fiscal year (20 for 10 month employees; 22 for 11 month employees; 24 for 12 month employees). The Employee's final pay in the fiscal year is adjusted for actual hours worked, overtime, etc. Adjustments can be made during the year due to unusual circumstances.

- B. Vacations: 12 month Secretaries and 12 month Buildings & Grounds:
- 1 week after 1 year
  - 2 weeks after 2 years
  - 3 weeks after 5 years
  - 4 weeks after 15 years
  - 5 weeks after 25 years

Any person hired between July 1st and January 31 of any school year shall be credited with one year of employment. This shall be used to determine both salary placement and vacation allotment. If hired after January 31 salary shall remain at the current step on the guide and vacation shall be accrued at the rate of ½ day per month until June 30. After this interim time, vacation will accumulate at the negotiated rate. Other employees shall not receive a paid vacation. Tenured ten (10) month secretaries transferring to a twelve (12) month position shall receive two (2) weeks paid vacation upon completion of their first year as a twelve (12) month secretary.

Secretaries will attempt not to schedule vacations the day after school closes or during the week before school opens. Any request for time during this period must be approved in advance by the Superintendent. The Friday before school opens is a permitted vacation day.

Employees entitled to vacation per this Agreement may, after two years full employment, "bank" two (2) days vacation for use during the next contract year on a non-cumulative basis and may, after five (5) years full employment "bank" three (3) days vacation for use during the next contract year on a non-cumulative basis. Other than this, vacation not used during a contract year will not accumulate and will not be paid.



### C. Holidays.

Secretaries shall adhere to the School calendar and shall have the following holidays if they fall within their work year: Independence Day, Labor Day, Columbus Day, Veteran's Day, one-half (½) day before Thanksgiving, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter Monday and Memorial Day. The above half days shall be considered as one half of the normal work day but employees may be required to work while students are in school on those days and shall be compensated for extra time over one-half the normal work day.

Cafeteria workers, assistants, and security personnel will be paid for one vacation day - NJEA Convention.

Buildings and Grounds workers shall receive the following holidays if they fall within their work year: Independence Day, Labor Day, Columbus Day, Veteran's Day, one-half (½) day before Thanksgiving, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter Monday and Memorial Day.

If any holiday falls on a Saturday or Sunday, employees shall receive a paid holiday either Friday or Monday or a compensatory day at the discretion of the Employee.

### D. Secretarial Work Year.

All secretarial positions shall be salaried positions. All secretaries shall work the same school year as listed on the school calendar.

### E. Work Day.

Secretaries - Secretaries shall be employed for thirty-five (35) hours per week (7 hours daily) with one hour duty free lunch daily. Secretaries may leave the building during lunch.

Secretaries shall work for seven hours daily between hours of 7:00 A.M. and 4:30 P.M. in accordance with established schedules. (Also Adult Education Secretaries may work on adjusted schedules). At the Administration Building, an additional one (1) hour of time shall be added to the 7:00 A.M. to 4:30 P.M. time frame. Assignment to this additional hour, which shall not lengthen the total workday, shall be voluntary.

Secretaries may take half hour lunch and leave a half hour earlier if approved by their immediate supervisor. The Board may hire part-time secretaries.

Buildings and grounds employees, and security personnel shall work eight (8) hours daily Monday through Friday with a thirty (30) minute lunch period.

Buildings and grounds employees shall receive a daily fifteen (15) minute break at a time determined by their supervisor.

The position of Floating Custodian is a recognized position. The Floating Custodian shall work a schedule determined by the Buildings and Grounds Supervisor. The Floating Custodian will be entitled to a thirty (30) minute lunch period during any eight (8) hour work day.

No Building and Grounds employee employed as of October 1, 2006 can be involuntarily transferred to the position of Floating Custodian.

If a Building and Grounds employee, who is not a Floating Custodian, works Saturday, Sunday or a holiday, he/she will be paid overtime in accordance with paragraph F.

Teachers Assistants – Length of day shall equal that of a regular teacher, 6 hours, 45 minutes. Length of lunch shall be a ½ hour.

Other Employees - Work hours of other employees shall be scheduled by the Board or its representative. Building and grounds employees and security employees shall receive a ½ hour duty-free lunch, but shall remain on call for emergencies at no extra compensation.

Ten Month employees shall receive pay for in-service training time required by the Board for training in equipment use, blood borne pathogens, right to know, job training, safety training and orientation.

F. Overtime.

All employees, including Floating Custodians, shall be paid at the rate of one and one-half (1½ x) times their normal rate after forty (40) hours per week. For overtime calculations, attendance at jury duty or a holiday during the week shall be counted as a work day for employees entitled to the holiday. At employee's request, comp time may be given for extra work in lieu of overtime pay.

Employees, other than Floating Custodians, working on Sundays or holidays will be paid double-time or, at employee's option, shall be given comp time. Floating Custodians working on a Sunday outside their scheduled five (5) day work week, will be paid double-time or, at employee's option, shall be given comp time. Floating Custodians shall be paid double-time on holidays or, at employee's option, shall be given comp time.

If building and grounds employees are scheduled or called in out of their ordinary work schedule, they shall be paid a minimum of two hours time and on a holiday, they shall be paid a minimum of three hours time or the employee may elect to receive comp time.

If building and grounds employees are called in for an emergency, they shall be paid at time and one-half rate and on holidays, double time.

Buildings and grounds employees working during emergency school closings such as, but not limited to, snow removal, may leave when work is completed even if a full workday has not been met without loss of pay, subject to approval by the Buildings and Grounds Supervisor or Superintendent.

G. All staff covered by this agreement who are obliged to perform jury duty shall be paid their regular school pay and their jury pay. Jury pay less travel shall be returned to the Board of Education.

H. Employees working during emergencies shall be entitled to receive a meal break if working longer than 5 hours.

I. Employees who agree to obtain a Black Seal license, a pesticide license, or a T1 water license, agree to attend courses and take the test to obtain a Black Seal license to operate low pressure boilers and/or to attend courses and take the test to obtain a pesticide license and/or a T1 license. Any time required of the employee to attend courses and take the test shall be compensated by the Board at the applicable rate of pay. The employee shall maintain and renew the license thereafter.

The Board will pay for the required courses and test fees in advance, but the employee must provide receipts, complete the course, and attempt to pass the test.

Comp time shall be given at the same rate as the time worked such as 1½ days or hours for time and a half or two (2) days or hours for double time.

J. Employees using a Black Seal, for the Board shall be paid a fee of \$514.00 for fiscal year 2017-2018 in addition to their regular salary. For fiscal year 2018-2019, the fee shall increase to \$528.00 and for fiscal year 2019-2020 the fee shall increase to \$543.00. Any employee with such licenses shall keep the license in effect during their employment. The Board will pay any required renewal fees and will pay for any continuing education required in the same manner and on the same terms as the original training sessions. Any new or revised licensure requirements shall follow the same procedures with the additional compensation to be negotiated prior to the employee taking the course. The compensation shall be pro rated and divided equally over the pay periods during the fiscal year. Black seal employees shall assume the responsibilities required by N.J.A.C. .

Initially, twelve (12) black seal licenses shall be required. Additional black seal licenses must be approved by the Superintendent.

New custodian employees hired after June 30, 2006 must obtain a Black Seal license within one year of employment or be subject to termination. An employee who does not obtain the Black Seal License within the first year of employment may, at the recommendation of the Building and Grounds Supervisor and provided there are twelve (12) other licensed employees, maintain their position, but must obtain their Black Seal License prior to the end of their three (3) year probationary period, or be terminated.

## ARTICLE VII

### **EMPLOYMENT PROCEDURES**

A. Each employee shall be placed on the proper step of the salary schedules attached hereto as of the beginning of each school year. Any employee employed prior to January 31 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Employees shall be paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month except when the date falls on a holiday; then employees will be paid on the last preceding work day. The first payment in September shall be paid on the first day that the teachers return to work. The final pay for June for ten (10) month employees will be distributed on the last workday for teachers. Employees shall participate in Direct Deposit for all payroll transactions through a financial institution of their choosing. The terms “return to work” and “workday” mean any day in which the teachers are required to report to work regardless of whether or not any students are in attendance, including, but not limited to, an in-service day. There will be twenty (20) regular paydays for ten month employees, twenty-two (22) for eleven month employees (beginning August 5, 2018) and twenty-four (24) for twelve month employees. Employees shall be paid their estimated basic annual pay divided evenly by the number of pay periods in the year. Such estimated pay may be adjusted based upon any change affecting pay and the employee’s final pay shall be adjusted to reflect actual time worked. After successful completion of their first year of employment each employee will be reimbursed for the cost of fingerprinting.

The Business Administrator and/or Superintendent shall be permitted to place a newly employed individual who has previous experience and qualified skills on a step of the salary guide up through step 5.

B. Substitutes and Extra Work.

(1) If a vacancy or prolonged absence occurs in a position for longer than 60 days, a substitute employee shall be paid on the first step of the regular guide for that position.

(2) When a support staff employee substitutes for the head custodian, they shall be paid the prorated stipend and the hourly rate at their own experience level (unless that rate is lower than the substitute's regular rate, in which case the substitute shall receive 50¢ per hour additional) for head custodian after they have completed two weeks of substitution, paid retroactively to the first day of substitution.

(3) When assigning extra work, emergency workers, or substitutes, the Board will endeavor to use volunteers rather than involuntary assignments. When possible, workers who are required to respond to emergencies shall be chosen from volunteers or be scheduled to be on call. Where need for extra time is known adequately in advance, it shall be posted (e.g., summer work) and shall be equitably rotated from a list of volunteers arranged in order of seniority.

(4) The Board shall endeavor not to assign employees to duties outside of their job description except when necessary for the management of the school district.

C. Resignation.

(1) An employee who is resigning from his position shall give thirty (30) days notice.

(2) Earned vacation shall be paid according to the proportion of full months worked to the total contract year if the 30-day notice has been given.

(3) If the full thirty (30) day notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

D. Notification of Contract and Salary.

(1) Employees shall be notified in writing of their tentative contract and salary status for the ensuing year not later than May 15, subject to negotiations.

(2) Each employee shall receive a written job description.

E. Employees working on a ten-month basis may elect to have ten percent of their monthly salary withheld, which funds shall be deposited on behalf of such employee. Withheld summer funds shall be sent to a bank named by the Association.

G. Association Payroll Dues Deduction.

The Board agrees to deduct from the salaries of its employees dues for the Association, the Atlantic County Education Association, the New Jersey Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15 9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

(1) 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 in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

(2) Amount of fee.

(a) Notification. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to his own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

(b) Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as a 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 has been set at 85% of that amount solely because that is 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,.

(3) Deduction and Transmission of Fee.

(a) Notification. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the sales of such employees, in accordance with paragraph (b) below the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(b) 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 deductions will begin with the first paycheck paid:

(i) Ten (10) days after receipt of the aforesaid list by the Board; or

(ii) Thirty (30) days after the employee begins his employment in a bargaining position, unless 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.

(c) Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which he is entitled under this Article, the Board will deduct the

unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

(d) Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(e) Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

(f) 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 President of 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.

(g) The Association agrees to indemnify and hold the Board harmless against any liability suit (except wrongful misconduct by the Board) at law or equity, or before a state or federal agency which may arise by reason of any action taken by the Board in complying with this Article provided that the Board cooperates fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense. Also, provided that the Board gives the Association timely notice in writing of any such claim, demand or suit of liability.

H. Employees shall comply with the work rules attached to this agreement as Appendix A.

## ARTICLE VIII

### **PERSONAL LEAVE POLICY**

A. Each 10-month employee shall be entitled to 10 cumulative sick days per school year. Each 11-month employee shall be entitled to 11 cumulative sick days per school year. Each 12-month employee shall be entitled to 12 cumulative sick days per school year. Any employee hired after the beginning of the fiscal year or school year, if applicable, shall immediately receive sick leave prorated at the rate of one day per month from July or September through June, e.g. a 10-month employee hired in November will immediately receive 8 sick days.

B. Effective July 1, 2003, after 15 years of continuous service with this district, an employee who ceases his employment for any reason (except termination for just cause by the Board), shall be entitled to payment for 25% of his unused sick leave. Leave accumulated with and/or carried over from other school districts shall not be eligible for payment.

The words "continuous service" shall mean employment by this school district for 15 or more successive full school years. Continuity shall not be interrupted by approved leaves or absence or by military service, but such leaves and military service shall not be counted toward achieving the full 15 years required.

The payment shall be calculated by use of the following formula:  $25\% \times \text{current annual salary} \times \frac{1}{200} \times \text{accumulated sick days}$ . For 12-month employees, the fraction shall be  $\frac{1}{240}$  instead of  $\frac{1}{200}$ . "Current annual salary" shall mean the annual salary in effect for employee on employee's last day of service with this district. Accumulated sick days shall not exceed 1 day per month as currently provided by law, notwithstanding any future increase in sick days granted by law. Payment shall be made within 30 days of cessation of employment and written request by the employee or employee's representative. Employees must serve the Board a 30 day notice of intention to terminate his/her contract.

Notice of retirement shall be given by February 1<sup>st</sup> of the year the employee intends to terminate employment. If notice is given after February 1<sup>st</sup>, payment shall be made in the next fiscal year.

Notwithstanding anything to the contrary contained above, in accordance with P.L. 2010, c.3 with respect to any employee who commences employment on or after May 21, 2010, payment of compensation of unused sick time as set forth in this Article VIII shall be payable only at the time of retirement from the District and the amount paid shall not exceed \$15,000.00.

C. Employees shall be entitled to 3 days per fiscal year personal leave for personal business which necessitates the employee's absence on a work day. Personal business leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of work hours. All requests for personal days shall specify the nature of the personal business requiring the employee's absence. No personal leave shall be granted or taken at the beginning or end of any three (or more) day holiday period or other extended period of vacation such as the NJEA convention, Thanksgiving vacation, Christmas vacation or spring vacation or the week before school opens or the week after school closes. The only exceptions shall be for legal proceedings requiring the employee's presence or for a serious illness in the employee's immediate family. Unused personal days shall not be cumulative and shall not be reimbursed, however, unused personal days shall accumulate as sick leave at the end of the fiscal year, i.e. June 30.

Requests for personal business leave shall be filed with the Superintendent at least three school days in advance of the contemplated absence. The employee shall certify that the reason for the leave complies with the limitations above by specifying that the reason is personal business on a form previously agreed stating exclusions imposed by this subsection C. A bereavement category shall be included in this form. The Superintendent, or his designee, shall review each application and approve or disapprove the request according to the above standards. In an emergency, the Superintendent, or his designee, upon being informed by the employee of the nature of the emergency, shall waive the notice provision and authorize or ratify an emergency personal day, if satisfied that the time restriction imposes an undue hardship, such as with an unexpected illness in the family. This section shall not be used to increase the total number of personal days granted.

D. All employees shall be entitled up to five days bereavement leave, without loss of pay, for death in the family (per death). The word "family" shall mean parents, mother- or father-in-laws, guardians, brother, sister, spouse/civil union partner, children, grandparents, grandchildren and any other relative or person residing as a member of the employee's household. All employees shall be entitled to up to two days bereavement leave, without loss of pay, for the death of employee's aunt or uncle, brother-in-law or sister-in-law (per death). All other bereavement leave shall require the use of personal days.

E. Each employee shall be entitled to one (1) non-cumulative day leave per school year with pay for professional improvement, provided prior approval is given by the Superintendent.

F. The President of the Association or his delegate shall be entitled to two (2) non-cumulative days leave per school year with pay for the purpose of transacting Association business. With the Supervisor's approval, if the President's job or his job permits, he or she may opt to make up time used to transact Association business on top of or in place of using the two non-cumulative days. The employee will be required to punch in and punch out.

**ARTICLE IX**

**TRANSFERS AND PROMOTIONS**

A. Basic Considerations.

In considering any transfers or promotions or summer employment, the Board will consider all relevant facts which may affect the transfer or promotion under consideration, including, but not limited to: the needs of the district; the availability of qualified volunteers or other personnel to fill the position; the candidates' area of competence, fields of training, length of service in the district; and candidates' desire to fill the position. All transfers and promotions shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status. Any employee transferred, assigned, or promoted shall be notified thereof as soon as practical.

Provided an employee is not reduced or demoted for job related reasons, if an employee's position is changed to a position with the same type of job function to within the same department (e.g. maintenance to custodian; classroom assistant to playground assistant), the employee shall be placed on the equivalent step (i.e. if on Step 2 of existing position guide, employee will be placed on Step 2 of new position guide). However, if the rate of pay was higher for employee's original position, the employee will maintain their original hourly rate as they move up on the new guide until they reach a rate of pay higher than their existing pay at which time they will be paid per the pay rate on the guide, (as an example, if employee is on Step 2 of Maintenance Mechanic Guide being paid \$14.40 and is voluntarily transferred to a Custodian Position, the employee will be placed on Step 2 of the Custodian Guide but will continue to be paid \$14.40 per hour until the employee has advanced up the Custodian Guide to the Step on the Custodian Guide that is more than \$14.40 per hour). If an employee's position is changed to a position with a different job function or different department (e.g. secretary to custodian) employee shall be placed on the new salary guide in accordance with their years of employment within the District and will receive the rate of pay as per the new Guide.

B. Voluntary Transfers.

No later than April 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the principal and Superintendent not later than May 1. Such statement shall include position to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.



C. Involuntary Transfers.

The Board acknowledges that involuntary transfers of employees often affect morale and performance and that such involuntary transfers will be avoided unless, in the judgment of the Board, such transfers are necessary to the efficient operation of the school district. The Board, in considering involuntary transfers, will be guided by the basic considerations as set forth in subparagraph A above, and will endeavor to fill positions with volunteers rather than by involuntary transfers.

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent at which time the employee shall be notified of the reason therefor. The employee may, at his or her option, have an association representative present at such a meeting.

D. Promotions.

All vacancies in promotional positions shall be filled according to the following procedure:

(1) Such vacancies shall be adequately publicized including a notice in every school and by posting on the District Webpage as long as possible in advance of the date filling such vacancies (at least 20 days in advance and in no event less than 10 days in advance). In addition, the Superintendent may concurrently publicize the position outside the school district.

(2) Said notice of vacancy shall clearly set forth the qualifications for the position, which shall be consistent with the position.

(3) Employees who desire to apply for such vacancies shall submit their applications in writing with the office of the Superintendent within the time limit specified in the notice.

(4) Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the Administrator-supervisory level and any assignment to which an honorarium is attached.

(5) Vacancies which arise during periods when school is not in session shall be posted in the Board office and a copy forwarded to the Association.

(6) Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent and/or the Board. It is to be clearly understood that such appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above.

(7) The granting of all transfers, promotions, and the filling of vacancies shall rest solely within the discretion of the Board. Any employee who shall be aggrieved by any transfer, promotion, or the filling of any vacancy shall have the right to use of the grievance procedure except subparagraph B(6) (arbitration) thereof. The decision of the Board shall be final with respect to any grievance involving voluntary transfers, involuntary transfers, promotions and the filling of any vacancy, it being understood that the hiring, transfer and assignment of employees is a function of the Board, based upon the recommendations of the administration.

## ARTICLE X

### EMPLOYEE EVALUATION

A. Employees shall be evaluated only by their supervisor, or administrator, or the Business Administrator. Employees shall be given a copy of their rating or any other written evaluation of their work prepared by their evaluator. A conference between the employee and evaluator shall be held and a copy of the written evaluation shall be kept in the employee's personnel file. The employee has the right to write a rebuttal if he/she desires within ten (10) days of receipt of the evaluation. The evaluation will include when pertinent:

(1) Strengths of the employee as evidenced during the period since the previous report.

(2) Weaknesses of the employee as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the employee might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated. Such evaluation reports are to be provided not less than two (2) times each year, the first not later than December 15 and the second not later than May 1. The Board shall develop standard evaluation forms for each job description.

(4) All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

(5) The employee shall acknowledge by signature and date on the original evaluation for the record. Such signature only reflects receipt of such evaluation and not necessarily agreement with content.

B. Evaluations of employees shall be grievable only to the Board level.

C. Personnel records.

(1) An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. The cost of this shall be borne by the employee. The cost to the employee will be ten cents per copy. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every five (5) years, an employee shall have the right to indicate those documents and/or other material in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they were obsolete or otherwise inappropriate to retain, they shall be destroyed.

(2) No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

(3) Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

## ARTICLE XI

### **EXTENDED LEAVES OF ABSENCE**

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any employee who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

B. The Board shall provide leave as required by the federal Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act, N.J.S.A. 34:11A-1 et seq.

C. All tenured or non-tenured pregnancy disabled employees may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after birth. The date of return shall further be extended for an additional reasonable period of time at the employee's request for reasons associated with the pregnancy or birth or other proper cause. However, the Board need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

(1) No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a specific time lapse between that event and her desired date of return, except as provided in the preceding paragraph.

(2) The Board shall not attempt to remove any tenured or non-tenured employee from her work duties during her pregnancy except on one of the following basis:

(a) The pregnancy disabled employee cannot produce a certificate from her physician that she is medically able to continue working, or

(b) The Board's physician and the employee's physician agree that she cannot continue working; provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall then be conclusive and binding on the issue of medical capacity to continue working.

D. Other leaves of absence may be granted without pay by the Board for good reason.

E. Any employee shall not receive increment credit for the time spent pursuant to Section A through D of this Article, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure unless otherwise provided by the Board prior to the commencement of the leave or unless required by law.

F. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and

wherever possible he shall be assigned to the same or a substantially equivalent position which he held at the time said leave commenced.

G. All grants, extensions or renewals of leaves shall be applied for in writing and, if granted, shall be in writing. Said leaves shall not extend beyond the current school year but, may be granted after reapplication for the following school year.

H. Upon written request, the Board may grant a reasonable leave of absence to the President of the Association or a designated representative as requested during the President's term of office for the purpose of attending professional meetings and instructions.

I. Employees shall apply for a leave of absence if they will be absent for 15 days or more without sick leave. It shall be the responsibility of the Board Secretary to notify in writing an employee out on sick leave of the expiration of sick leave so that they can apply for disability.

## ARTICLE XII

### INSURANCE

(a) The Board shall provide Employees, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey School Employees' Health Benefits Plan (SEHPB) with full family and dependency coverage for each Employee when eligible. The choice of carrier is reserved to the Board. Employees have their choice during the open enrollment periods of selecting from coverage equivalent to NJ Direct 10 and NJ Direct 15 Plans.

(b) The Board shall provide Employees, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey Dental Service Plan for School Employees, full family plan coverage for Basic/ Orthodontic benefits for Employee when eligible. The choice of carrier is reserved to the Board.

(c) The Board shall provide Employees, upon completion of required application forms, with a prescription plan equal to or greater than New Jersey School Employees' Health Benefits Plan (SEHPB) with full family and dependency coverage for Employee when eligible. The choice of carrier is reserved to the Board.

(d) Married/civil union Employees who are both employed by the Board shall be eligible for single payment full family coverage covering both spouses/civil union partners and any dependent children as defined by the plan. Married/civil union employees whose spouse/civil union partner is not employed by the Board shall be eligible for either full family coverage covering both spouses/civil union partners and any dependent children as defined by the plan, or shall be eligible for single coverage with or without coverage for dependent children as defined by the plan. Single employees with dependent children shall be eligible for single coverage with or without coverage for dependent children as defined by the plan. Single employees without dependent children shall be eligible for single coverage.

(e) The Board has adopted a Section 125 (IRS Code) Plan for the purpose of making a cash option available to employees who have other insurance available and who voluntarily opt out of one or more coverages provided by the Board. If Employee selects the cash option, it shall be includable in the employee's gross income as compensation. The amount is non-pensionable. If Employee elects the

insurance coverage, the value of such coverage is excludable from the employee's gross income as compensation.

(1) An Employee whose spouse/civil union partner is not employed by the Board and who is otherwise entitled to health, prescription or dental insurance coverage shall have the option to voluntarily not participate in any such plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the Employee. In the event an Employee makes such election, the Board shall compensate such Employee twenty-five percent (25%) of the yearly premium savings or \$5,000.00 whichever is less. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non-participation occurs. In order for Employee to be eligible to elect this cash option, Employee must provide documentation to the Board that he/she has alternate insurance coverage for the plan or plans opted out of.

(2) All withdrawals from insurance coverage shall be for a full year (July 1 through June 30). Written notification of Employee's intent to elect this withdrawal option must be filed with the Board during each re-opener period. Employee may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan or plans offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

(3) Notwithstanding anything contained to the contrary in this paragraph (e), an employee who has a change in status (e.g. termination of employment, death, separation, divorce, dissolution of civil union etc.) which causes the employee to lose Employee's alternate insurance coverage shall be entitled to re-enroll in the plan or plans during the year, provided Employee provides the Board with notice of the change of status within thirty (30) days of the event causing such change. The Board's obligation to pay the cash option shall be prorated for the employee having a change in status. If the District's plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan or plans at the first permissible date. Re-entering into the insurance plan for reasons other than a change in status is subject to the terms of the particular insurance plan.

(4) Where the Employee and the employee's spouse/civil union partner are both employed by the Board, the ability to opt out of coverage shall not be available since the Board pays only for single payment family coverage and no premium savings would be realized by the Board.

(f) The Board of Education shall contribute 100% of the cost of a temporary disability program as per current practice.

(g) The Board shall provide standard non-ownership liability insurance coverage for employees using their personal automobiles on school business at the request of the Board. Employees using their own vehicles will be compensated for mileage at the rate that is established pursuant to applicable Department of Education regulations governing travel. Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in the minimum amounts as required by law.

(h). Eligibility for health care benefits for staff hired before July 1, 2017 shall be 25 hours per week or more. For staff hired July 1, 2017 and thereafter, eligibility for health care benefits shall be thirty (30) hours per week or more.

### **ARTICLE XIII**

#### **CREDIT UNION**

The Board agrees to allow the A.P.D. deduction for a credit union established and operated by the employees of the district. Employees may enter the credit union, amend their deduction or withdraw from the credit union twice a year, prior to September 1st and/or February 1st.

### **ARTICLE XIV**

#### **SUBCONTRACTING**

A. For any subsequent school year, the Board will notify the Association of any intention to subcontract services of employees and will receive input from the Association and negotiate the impact of such subcontracting prior to awarding such subcontract.

B. This Article shall be grievable only to the Board level.

### **ARTICLE XV**

#### **JOB SECURITY AND SENIORITY**

A. School district seniority is defined as service by a non-tenured support staff employee in a particular category with the school district, in the bargaining unit covered by this Agreement. Employees who voluntarily move from one category to another relinquish seniority earned in the former category. Employees who are involuntarily moved from one category to another retain seniority in the former category only for time actually worked in that category and, if rified, may bump only those individuals with less seniority in the former category.

B. Seniority shall be considered in determining choice of vacation times for all employees.

C. Secretaries shall acquire tenure and shall be hired, employed and dismissed and shall acquire tenure in accordance with the laws and regulations governing employees who may acquire tenure.

D. Employees (other than secretaries) shall have a three-year probationary period following their full time employment. During the probationary period, employees may be terminated or non-renewed in accordance with the law. After expiration of the probationary period, employees shall not acquire tenure, but shall be dismissed, disciplined or not rehired only for: just cause; inefficiency; or violation of

work rules, laws, policies, and regulations. Dismissals, discipline and non-rehire action may be grieved only to the Board level.

E. In the event of any reduction of work force affecting tenured employees, the Board shall be governed by any applicable laws and regulations as to tenured employees. As to non-tenured employee layoffs during the probationary period, the Board shall consider seniority, job performance, evaluations, experience, and training in determining employees to be laid off. Upon expiration of the probationary period, all employee layoffs shall be governed by seniority. Any reduction in the work force shall be grievable only to the Board level by an affected employee. In addition, the Association shall be entitled to a Board hearing with respect to the reasons for the reduction in force and its impact upon employees.

F. In the event that a vacancy occurs, a laid-off support staff member who has served the probationary period shall be entitled to recall thereto in the order or his/her job category seniority.

G. Notice of recall to work shall be addressed to the support staff member's last address on the records of the school district, by certified mail, return-receipt requested. Within ten (10) days from receipt of such notice of recall, the support staff member shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

H. Seniority shall not accrue during the period of lay-off. Upon recall the support staff member shall have his/her accumulated seniority restored to the date of the layoff.

I. A support employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently re-hired by the school district.

## ARTICLE XVI

### **SALARIES AND LONGEVITY INCREMENTS**

A. Salary guides are attached hereto and made a part hereof; as follows:

Classroom Assistants	Schedule A-1, A-2, A-3
Playground Assistants	Schedule A-4
Head Custodians	Schedule B-1
Custodians	Schedule B-2
Secretaries	Schedule C
Maintenance Mechanics	Schedule D
Grounds Keepers	Schedule E
Security Guards	Schedule F
Floating Custodian	Schedule G

B. Employees continuously employed by the Buena Regional School District for fifteen (15) years or more shall receive longevity increments as follows: \$300.00 at the conclusion of 15th year of continuous employment, \$300.00 at the conclusion of 20th year of continuous employment, \$325.00 at the conclusion of 25th year of continuous employment, and \$325.00 at the conclusion of 30th year of continuous employment. Said amounts shall be added to the regular salary.

Custodial personnel employed prior to and during the contracting of Service Systems and who continued to work for Service Systems as a Custodian in the Buena Regional School System and who have since continued to work in the Buena Regional School System shall be credited with the appropriate years of service during that period for the purpose of accruing longevity increments.

Longevity entitlements shall be calculated by date of hire. If hired before January 31 of any eligible year, the employee would receive credit for the entire year and receive longevity on July 1 or September 1 of the 16th, 21st, 26th or 31st years. Those hired after January 31 of any eligible year would receive the longevity July 1 or September 1 of the succeeding year.

Employees hired after September 26, 1995 shall not be entitled to the longevity provisions herein. Employees hired prior to that date shall continue to earn longevity under the above provisions.

## ARTICLE XVII

### MISCELLANEOUS

A. This agreement constitutes Board policy for the terms of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

D. The Board and the Association agree that, as in the past, 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, sex, domicile or marital status.

E. 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 telegram, certified mail or regular mail at the following address:



If by Association to Board at: Buena Regional School District  
Box 309  
Buena, NJ 08310

If by Board to Association at: Gretta Bohren, Association President  
P.O. Box 146  
218 Fir Avenue  
Richland, NJ 08350

F. 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.

G. The Board shall bear the expense of copying this agreement and shall provide a copy to each employee and each new employee.


H. No employee shall acquire tenure by virtue of this agreement.

I. The printed contract between Board of Education and BRSSA must be completed and ready for distribution 30 days after final proofreading.

This Agreement shall be effective July 1, 2017 and shall continue in effect until June 30, 2020, subject to the Association's right to negotiate over a successor agreement. 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, all on the date first above written.

**BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT**

By:   
Lynda Gazzara, President

ATTEST:  
By:   
Pasquale Yacovelli, Secretary

**BUENA REGIONAL SUPPORTIVE STAFF ASSOCIATION**

By:   
Gretta Bohren, President

ATTEST:  
By:   
Secretary

## **APPENDIX A – WORK RULES**

### **WORK RULES SECRETARIES**

A. Secretaries shall not render medical treatment to students.

B. Except in an emergency, secretaries shall not be required to supervise students or a classroom which is normally delegated to a teacher.

C. Secretaries shall not be required to work in the event that an emergency is declared by the Superintendent of such a nature that it would create a serious risk of personal harm to the secretary. The secretaries shall suffer no loss in pay. If the school is declared safe for occupancy, secretaries shall return to complete their work day.

D. In the event the Superintendent declares a snow emergency and the schools are closed due to weather conditions the employee will not be required to report to work or remain at work, and will not lose any pay or personal days.

### **BUILDING AND GROUNDS WORK RULES**

Head Custodians shall receive a stipend as follows:

Elementary School: \$2,210.00 for fiscal year 2017-2018, \$2,272.00 for fiscal year 2018-2019 and \$2,336.00 for fiscal year 2019-2010.

Middle School: \$2,262.00 for fiscal year 2017-2018, \$2,325.00 for fiscal year 2018-2019 and \$2,390.00 for fiscal year 2019-2010.

High School: \$2,570.00 for fiscal year 2017-2018, \$2,642.00 for fiscal year 2018-2019 and \$2,716.00 for fiscal year 2019-2010.

Head Custodians shall be responsible for checking their buildings and the Custodians under them as part of their regular duties. In addition, they are required to check the boilers as part of their duties with no compensatory time. Stipend will be paid in equal installments as part of Employee's regular paycheck.

The Board will purchase uniforms for Building and Grounds employees once per year not to exceed four (4) items of clothing.

### **WORK RULES CAFETERIA WORKERS**

Applicable only until June 30, 2014;

The Board shall supply four items of clothing and two (2) cobbler aprons for each cafeteria worker per year. Uniforms shall be worn during work hours. Washing of uniforms and aprons shall be done by employees as required to present a clean and sanitary appearance.

Effective July 1, 2014 – Cafeteria workers are no longer Board employees.

**SCHEDULE A-1**  
**Classroom Assistants**  
**0 - 26 CREDITS**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	13.67	13.95	14.31
2	13.87	14.15	14.52
3	14.09	14.35	14.73
4	14.29	14.55	14.94
5	14.60	14.86	15.22
6	15.01	15.27	15.55
7	15.38	15.64	15.88
8	15.75	16.01	16.23
9	16.01	16.27	16.53
10	16.33	16.59	16.82
11	16.44	16.74	16.99
12	16.59	16.89	17.16
13	16.75	17.05	17.33
14	16.91	17.21	17.50
15	17.07	17.37	17.67
16	17.23	17.53	17.85
17	17.40	17.70	18.05
18	17.72	18.00	18.33
19	18.03	18.31	18.61

**SCHEDULE A-2**  
**Classroom Assistants**  
**27 - 59 CREDITS**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	15.17	15.57	16.01
2	15.37	15.77	16.21
3	15.57	15.97	16.41
4	15.77	16.17	16.61
5	16.07	16.47	16.89
6	16.37	16.77	17.19
7	16.68	17.07	17.49
8	16.98	17.37	17.79
9	17.29	17.67	18.09
10	17.56	17.95	18.36
11	17.80	18.18	18.59
12	18.02	18.42	18.83
13	18.25	18.65	19.07
14	18.51	18.91	19.33

**SCHEDULE A-3  
Classroom Assistants  
60+ CREDITS**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	15.81	16.12	16.46
2	16.01	16.32	16.66
3	16.21	16.52	16.86
4	16.41	16.72	17.06
5	16.69	16.96	17.26
6	16.97	17.24	17.50
7	17.25	17.52	17.78
8	17.61	17.85	18.11
9	17.87	18.11	18.37
10	18.14	18.38	18.64
11	18.44	18.68	18.94
12	18.69	18.93	19.21
13	18.94	19.22	19.51
OFF	19.31	19.59	19.88

**SCHEDULE A-4  
Playground Assistants**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	11.56	11.83	12.11
2	11.76	12.03	12.31
3	11.96	12.23	12.51
4	12.21	12.43	12.71
5	12.57	12.73	12.91
6	12.77	12.94	13.12
7	12.98	13.15	13.34
8	13.29	13.46	13.64
9	13.56	13.73	13.91
10	13.82	13.99	14.17
11	14.08	14.25	14.43
12	14.40	14.57	14.73
13	14.61	14.80	15.00
14	14.96	15.14	15.34
15	15.26	15.44	15.64
16	15.56	15.74	15.94
OFF	16.08	16.26	16.46

**SCHEDULE B-1  
Head Custodians**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	17.16	17.60	18.04
2	17.36	17.80	18.24
3	17.62	18.00	18.44
4	17.89	18.25	18.64
5	18.15	18.51	18.88
6	18.41	18.77	19.13
7	18.62	18.98	19.38
8	18.89	19.25	19.63
9	19.15	19.51	19.88
10	19.25	19.67	20.11
11	19.41	19.83	20.33
12	19.71	20.08	20.58
OFF	20.87	21.24	21.74

**SCHEDULE B-2  
Custodians**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	12.19	12.49	12.87
2	12.39	12.67	13.05
3	12.59	12.85	13.23
4	12.73	13.03	13.41
5	13.01	13.28	13.61
6	13.25	13.52	13.85
7	13.59	13.86	14.15
8	14.01	14.24	14.45
9	14.38	14.61	14.80
10	14.80	15.01	15.15
11	15.01	15.22	15.40
12	15.17	15.42	15.65
13	15.54	15.79	15.99
14	15.86	16.11	16.34
15	16.26	16.46	16.69
16	16.56	16.76	16.99
17	16.68	16.94	17.24
OFF	18.70	18.96	19.26

**SCHEDULE C**

**Secretaries - 10 months**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	13.93	14.38	14.78
2	14.13	14.58	14.98
3	14.33	14.78	15.18
4	14.54	14.98	15.38
5	14.94	15.25	15.65
6	15.15	15.45	15.85
7	15.36	15.65	16.05
8	15.76	15.99	16.34
9	15.92	16.19	16.54
10	16.04	16.32	16.68
11	16.16	16.44	16.82
12	16.28	16.56	16.96
13	16.40	16.71	17.11
14	16.60	16.91	17.31
15	16.70	17.06	17.51
16	16.81	17.22	17.71
17	17.16	17.57	18.01
18	17.51	17.92	18.32
19	17.78	18.19	18.60
20	18.09	18.50	18.91
21	18.50	18.93	19.30
22	18.70	19.15	19.55
OFF	19.85	20.30	20.70
OFF	24.39	24.84	25.25

**Secretaries - 12 months**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	13.93	14.38	14.78
2	14.13	14.58	14.98
3	14.33	14.78	15.18
4	14.54	14.98	15.38
5	14.94	15.25	15.65
6	15.15	15.45	15.85
7	15.36	15.65	16.05
8	15.76	15.99	16.34
9	15.92	16.19	16.54
10	16.04	16.32	16.68
11	16.16	16.44	16.82
12	16.28	16.56	16.96
13	16.40	16.71	17.11
14	16.60	16.91	17.31
15	16.70	17.06	17.51
16	16.81	17.22	17.71
17	17.16	17.57	18.01
18	17.51	17.92	18.32
19	17.78	18.19	18.60
20	18.09	18.50	18.91
21	18.50	18.93	19.30
22	18.70	19.15	19.55
OFF	22.01	22.46	22.86
OFF	22.17	22.62	23.02
OFF	23.16	23.61	24.01
OFF	24.02	24.47	24.87

**SCHEDULE D**  
**Maintenance Mechanics**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	15.53	16.03	16.50
2	15.80	16.28	16.75
3	16.07	16.53	17.00
4	16.33	16.78	17.25
5	16.59	17.04	17.50
6	16.85	17.30	17.76
7	17.12	17.56	18.02
8	17.38	17.82	18.28
9	17.63	18.08	18.54
10	17.90	18.34	18.80
11	18.16	18.60	19.06
12	18.42	18.86	19.32
13	18.69	19.13	19.59

**SCHEDULE E**  
**Grounds Keepers**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	13.80	14.18	14.57
2	14.00	14.38	14.77
3	14.20	14.58	14.97
4	14.40	14.78	15.17
5	14.60	14.98	15.37
6	14.90	15.27	15.67
7	15.40	15.72	15.97
8	15.77	16.12	16.32
9	16.14	16.52	16.70
10	16.51	16.89	17.10
11	16.73	17.11	17.50

**SCHEDULE F**  
**Security Guards**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	14.10	14.70	15.34
2	14.30	14.90	15.54
3	14.50	15.10	15.74
4	14.70	15.30	15.94
5	14.90	15.50	16.14
6	15.22	15.80	16.44
7	15.57	16.15	16.79
8	15.97	16.55	17.19
9	16.72	17.20	17.74
10	17.47	17.85	18.34
11	17.97	18.45	18.99
12	18.47	19.05	19.64
OFF	20.53	21.11	21.70

**SCHEDULE G**  
**Floating Custodian**

	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>
1	13.23	13.60	13.98
2	13.44	13.81	14.20
3	13.64	14.02	14.42
4	13.84	14.22	14.62
5	14.03	14.43	14.83
6	14.38	14.78	15.20
7	14.72	15.13	15.56
8	15.05	15.47	15.90
9	15.59	16.03	16.48
10	15.96	16.41	16.87