

**A G R E E M E N T**

**Between**

**BELVIDERE BOARD OF EDUCATION**

**And**

**BELVIDERE SCHOOL SUPPORT ASSOCIATION**

**JULY 1, 1994 to JUNE 30, 1997**

## TABLE OF CONTENTS

Article		Page Number
	Preamble	3
I	Recognition	3
II	Negotiations Procedure	3
III	Management Rights	4
IV	Grievance Procedure	4
V	Association Rights	6
VI	Working Conditions	7
VII	Miscellaneous	10
VIII	Duration	11
IX	Signatures	11
	Secretarial Salary Guides	12
	Janitorial Salary Guides	13

## P R E A M B L E

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between the BOARD OF EDUCATION OF THE BELVIDERE SCHOOL DISTRICT, BELVIDERE, NEW JERSEY, Hereinafter called the "Board", and the BELVIDERE SCHOOL SUPPORT ASSOCIATION, hereinafter called the "Association".

### ARTICLE I

#### RECOGNITION

The Board hereby recognizes the Belvidere Education Association as the exclusive negotiating unit as to the terms and conditions of employment on behalf of all full-time secretarial and custodial employees under contract or on leave, excluding Operations Chief and all management, supervisors, confidential secretaries, per diem employees, all specially funded employees and all other employees of the Board.

### ARTICLE II

#### NEGOTIATIONS PROCEDURE

1. The parties agree, pursuant to the provisions of N.J.S.A. 34:13A-1 et seq., to negotiate in good faith with respect to the terms and conditions of employment of the defined unit.
2. The parties agree to initiate negotiations over a successor Agreement in accordance with law, and to exchange proposals at their initial meeting in a good faith effort on both sides to reach an agreement on salaries and other terms and conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, and, if ratified by the Board and Association, signed by all the parties.
3. 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.
4. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

## ARTICLE III

### MANAGEMENT RIGHTS

The management of the school system and the direction of its employees, including secretaries and custodians, is the exclusive function of the Board through the administration. In accordance with the law and this Agreement, these functions shall include the right to hire, transfer, promote, demote and rehire members of the Association, to discipline said members of the Association, to lay off or recall said members of the Association (secretaries and custodians) as required; to establish and enforce reasonable rules affecting employees; to make or change work assignments and to schedule work; to control and regulate the use of all equipment and property of the District; to study and introduce new or improved methods, facilities or procedures; and to impartially evaluate the relative skills, abilities and other qualifications of all members of the Association.

## ARTICLE IV

### GRIEVANCE PROCEDURE

1. A "grievance" is a claim based on any of the provisions of this Agreement resulting from an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees.
2. A "grievant" is the person or persons making the claim.
3. The term "school days" shall include days school is in session during the regular school term - September through June - and all week days - Monday through Friday - during June, July, August and September, when school is not in session.
4. A grievant shall have ten (10) school days from the date of the occurrence to initiate a grievance. Failure to initiate a grievance within said period of time is deemed a waiver of all steps on the grievance procedure.

### PURPOSE

The purpose of this procedure is to secure equitable solutions to problems which may arise from time to time affecting the welfare or terms and conditions of employment.

### PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. 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 that step.

2. Level One - Immediate Supervisor - Initial Discussion

An employee or group of employees with a grievance shall first discuss it with his or their immediate supervisor or appropriate member of the administration with the objective of resolving the matter informally. A written memorandum shall be filed with the immediate supervisor by the grievant and a log maintained by the supervisor for unresolved grievances.

3. Level Two - Principal

If the grievant(s) is not satisfied with the disposition of this grievance at Level One, he/she must file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the initial discussion. If the Negotiations Committee determines that the grievance is meritorious for further consideration, it may submit the grievance to the Principal within five (5) school days after receiving the written grievance.

4. Level Three - Superintendent

If the grievant(s) is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within three (3) school days after the presentation of the grievance to the principal, the grievance may be submitted to the Superintendent. If the grievant(s) is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the grievance may be passed on to the Board Secretary.

5. Level Four - Board of Education

Upon receipt of the grievance, the Board and Association representatives shall mutually agree upon a date for a grievance hearing. The grievant(s) shall present his/her case before the Board. The Board shall render a decision within thirty (30) school days of the hearing. If the grievant(s) is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within thirty (30) school days after the hearing before the Board, the grievance may be submitted for arbitration.

6. The grievant(s) in seeking arbitration must put the request in writing to the Association Chairman of the Negotiations Committee within five (5) school days of the Board's disposition or at the end of the thirty (30) school days if no decision by the Board has been rendered. If the Association's Negotiations Committee decides to proceed beyond Level Four, it may submit the grievance to Arbitration within ten (10) school days after receipt of the request by the grievant(s).

7. Upon receipt by the Board of the intention by the Association to submit to arbitration, both shall attempt to mutually agree upon an arbitrator. Names of arbitrators requested from the American Arbitration Association shall be considered until one is mutually acceptable to Board and Association.

8. The arbitrator shall make recommendations based upon the issues submitted to him. The Board and the Association shall be given copies of the arbitrator's report no later than thirty (30) days following the arbitration hearing. The arbitrator's decision shall be binding on both parties.

## COSTS

The arbitrator's charges incurred shall be paid by the losing party. Any other expenses incurred shall be paid by the party incurring the same.

**ARTICLE V**  
**ASSOCIATION RIGHTS**

1. The Board agrees to make available to the Association upon request the following information concerning the operation of the Belvidere School District: annual financial records and audits in the form presented to the Board and which become available to the public, minutes of all board meetings, individual and group employee health insurance premiums, employee experience figures, names and addresses of all unit employees.
2. Whenever any representative of the Association or employee is mutually scheduled during working hours to participate in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
3. Representatives of the Association, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times, as determined by the Superintendent.
4. The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as prescribed in the Policy Handbook of the Belvidere Board of Education, and at times and under conditions which in the judgment of the Superintendent will not interfere or interrupt normal school operations.
5. The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit to no other comparable employee organization.
6. All employees shall have the right to examine the contents of their personnel records in the presence of an administrator. Records may not be removed from the administrator's office.
7. Any unsatisfactory report or comments placed in an employee's personnel file must be signed by the employee. Said employee will have the right to respond in writing within ten (10) days of receiving the report, and his/her response will be included with the original report.
8. After three (3) years, any derogatory comments or unsatisfactory reports, other than observations and evaluations, in an individual's personnel file, will be removed and destroyed.

**ARTICLE VI**  
**WORKING CONDITIONS**

**A. Work Week**

1. Secretaries - 35 hours per week, 30 hours per week during summer; time schedule to be worked out by the building principal.

2. Custodians - 40 hours per week, lunch time at the discretion of the Operations Chief.

3. Secretaries in the unit will work a "regular" seven (7) hour day every day in June up to and including the last staff day. (See next paragraph) Secretaries in the unit will work "regular" seven (7) hour days for the five (5) days preceding the Labor Day weekend.

All scheduled work days of secretaries in the unit occurring between the above-defined work periods shall be at "summer hours" of six (6) hours per scheduled work day with one-half (1/2) hour lunch; time schedule to be worked out by the building principal.

4. Secretaries and janitors shall be entitled to two (2) fifteen minute breaks each day year round.

5. Secretaries shall be paid at their regular rate of pay for any hours worked beyond the normal work week of thirty-five (35) hours up to forty (40) hours. After forty (40) hours, any work shall be compensated at the rate of one and a half times the employee's normal rate of pay. Any overtime shall first be approved by the building principal and/or the superintendent.

6. An attempt for security will be made for times when employees work alone.

For the purposes of this agreement, a ten-month secretary position shall be defined as follows:

7. Anyone employed as a ten-month secretary shall work from \*September 1 through June 30. All legal holidays honored, along with other holidays associated with this agreement. Other days such as snow, seasonal holidays, to be worked out by the building principal. No vacation days. Sick and personal days as established in this agreement. Salary is based on the secretarial salary guide pro-rated for a period of ten months.

**B. Sick Leave**

1. 12 days per year (cumulative).

2. Effective July 1, 1995, unused sick leave will be paid at retirement with 10 years service, at \$10.00 per day in 1995-96 and at \$15 per day in 1996-97 with a maximum sick leave benefit of \$4,000.

*\* At the discretion of the building administrator, anyone employed as a ten-month secretary will have the option of starting the ten month working calendar in the last week of August, substituting that week worked for the last week of June.*

C. Personal Business

Three (3) days per year (non-cumulative); 1 day with reason stated, 2 days without reasons. Unused personal business days may be accumulated as sick days are, for the purpose of retirement benefits only.

D. Illness in the Immediate Family

Wife, husband, children or other in the same household - three (3) days per year (non-cumulative)

E. Death Leave

Immediate family, i.e., mother, father, wife, husband, child, brother, sister, mother-in-law, or father-in-law - five (5) days (non-cumulative).

Three (3) days for grandparents.

One (1) days for aunts, uncles, nieces, nephews.

F. Vacation - (non-cumulative)

1 to 10 years	-	12 days
11 to 14 years	-	13 days
15 to 20 years	-	16 days
21 to 30 years	-	23 days
Over 30 years	-	25 days

No more than 15 days allowed during summer months.

An individual who is leaving the school system will have to take any vacation days due, based on one day per month.

G. Insurance Coverage

1. The Board will provide full family health benefit coverage, prescription drug coverage and dental care coverage equal to the coverages provided to the teaching staff.

H. Resignation

An employee who is resigning from his position shall give thirty days' notice.

Earned vacations shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

If the full notice is not given, earned vacation shall be taken only in the same proportion as the amount of notice actually given. For this purpose, twenty full working days shall be used in calculating the amount of notice given by the employee.

I. Salaries

As provided in the attached salary guides.

Any employee who works six (6) or more months in any year shall be given a full year's credit for that year on the salary guide in the next year. Any employee working less than six (6) months shall be given one half year's credit on the salary guide for that year.

If any custodian's shift is adjusted as to overlap a different shift (i.e., overlapping into the normal night shift), the custodian's pay shall be adjusted that proportional amount.

J. Overtime (Custodians)

Overtime payments at one and one-half times after eight (8) hours per day and over forty (40) hours per week. Time taken in sick leave time and vacation time counts toward overtime payment. (This applies only to custodians.)

Custodians shall be paid two (2) times their daily rate of pay for any work performed on Sundays and holidays.

Any custodian called into work shall be guaranteed two (2) hours of overtime pay for that day.

Any custodian called in to work on a vacation day shall be paid at the rate of time and one half their daily rate of pay.

K. Holidays

1. Secretaries - school closings: work to be determined by the building principal.

2. Custodians - Twelve paid holidays per year as determined by the Board after consultation with the Association.

L. Tuition Reimbursement

With prior approval of the Board, employees shall be reimbursed at no more than New Jersey State College rates for the cost of tuition for courses taken to attain or improve skills associated with the employee's current assignment or position. Approval and payment procedures shall be in accordance with Board policy and procedures as same may be from time to time amended. Said reimbursement shall be contingent upon satisfactory completion of the course, and shall be made in March and October following the completion of the work and evidence of an official transcript from the college; provided that the employee is still in the employ of the Board. A maximum of nine(9) credits per year shall be reimbursable.

M. In the event of a general layoff affecting all custodial employees, seniority will be given consideration, provided that all other factors, including satisfactory work performance and ability to meet the demands of the job, are equal. Seniority shall mean length of continuous service within a job classification. In the event of equal seniority, the Board will have discretion to choose from among any such employees. Any disputes arising under this paragraph shall be subject to the Grievance Procedure, to Board level only.

## N. Extended Leaves of Absence

a. Military leave, without pay, shall be granted to any employee inducted into any branch of the armed forces of the United States for the period of said induction.

b. Any employee seeking to use sick leave for reasons associated with pregnancy shall notify her building principal of her intent to apply for leave of absence upon becoming aware of her pregnancy. At least sixty (60) days in advance of the leave, the employee shall file with the Superintendent a request for such leave, along with medical certification of the expected birth date.

c. The Board shall grant child rearing leave of absence, without pay, immediately following the conclusion of sick leave associated with childbirth or commencing on a date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations and State agency decisions for the balance of the school year in which the leave is requested. Employees shall be granted a leave of absence, without pay, for the child rearing purposes for a maximum of two full school years following the school year in which the initial child-bearing leave occurs, depending upon the request of the individual employee. A notice confirming intent to return should be sent to the Board at least 90 days prior to the conclusion of the leave.

Employees adopting a child shall receive similar leave. Sixty days notice shall be given. An employee who requests less time will be granted such request if a replacement can be found.

d. NJEA Convention. One day will be granted for custodians during the NJEA Convention dates.

e. Any reduction in force layoffs affecting people with more than three years experience in Belvidere will be done by seniority.

## ARTICLE VII

### MISCELLANEOUS

1. If an eligible employee does not become a member of the Association during any membership year 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 service rendered by the Association as majority representative. In order to adequately offset the per capita cost of services rendered by the Association, the representative fee should be equal to 85% of the regular membership dues and assessments charged by the Association to its own members.

2. Custodial employees shall receive three (3) sets of uniforms (shirts and pants) per school year. Custodial employees shall also receive a uniform jacket with zip-out lining and safety work shoes, or cost allowance for same, up to \$50.00, payable upon presentation of a voucher, as needed.

3. Custodial employees hired subsequent to the ratification of the 1982-1985 Agreement shall be required to either possess a Black Seal License or obtain said license within one calendar year of initial employment. Failure to obtain the license within one calendar year shall, at the sole

discretion of the Board, result in the employee's termination, or the withholding of an increment.

Current custodial employees who do not possess a Black Seal License shall make good faith efforts to obtain said license. These good faith efforts shall include enrollment in and diligent attendance at an appropriate course and the taking of the Black Seal License test a minimum of two times during the ensuing year.

4. Employees shall be notified of their contract and salary status by June 1st of the year for which this Agreement covers. Employees being offered contracts shall indicate rejection within fifteen (15) days of the offer. Failure to do so shall indicate acceptance of the contract.

The Board may terminate staff members not under tenure in keeping with their termination clause for any of the following condition:

a. By direct request from the employer or employee and/or thirty days notice.

5. If a reduction in force is contemplated, the Board will notify the Association and permit consultation prior to implementing said layoff.

6. A list of open support staff positions shall be made available to all support staff in the district before seeking outside application. During the summer announcements shall be sent to 10 month employees.

## ARTICLE VIII

### DURATION

This Agreement shall be effective July 1, 1994 and shall continue in effect until June 30, 1997.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries on the day and year first written above.

**Belvidere Board of Education**

**Belvidere School Support Association**

By *Carl R. Guetta*

By *Don Alampi*

By *Ronald Rush*

By *Richard C. Asmussen, Jr.*

### Secretarial Salary Guides

Base Pay Step	1994-95	1995-96	1996-97
1	15,100	15,100	15,100
2	15,478	15,600	15,600
3	16,093	16,236	16,400
4	16,708	16,881	17,048
5	17,323	17,526	17,725
6	17,938	18,171	18,402
7	18,553	18,816	19,080
8	19,168	19,462	19,757
9	19,859	20,107	20,435
10	20,623	20,832	21,112
11	21,397	21,634	21,874
12	22,191	22,445	22,715
13	23,011	23,279	23,568
14	23,831	24,139	24,443
15	24,651	24,999	25,346
16	25,610	25,859	26,249
17	26,430	26,864	27,152
18	28,111	27,725	28,208
19	29,802	29,488	29,111
20		31,262	30,962
21			32,825
Longevity			
15 Years	856	898	943
20 Years	984	1,032	1,084
25 Years	1,112	1,167	1,225
30 Years	1,368	1,435	1,507
Additional			
H.S. Principal	1,353	1,419	1,490
Elem Principal	1,353	1,419	1,490
C.S.T. Director	1,353	1,419	1,490
H.S. Asst. Prin.	800	839	881
Guidance	528	554	581

### Janitorial Salary Guides

Base Pay Step	1994-95	1995-96	1996-97
1	15,660	15,660	15,750
2	16,052	16,052	16,100
3	17,077	16,838	16,900
4	18,102	17,913	17,680
5	19,127	18,988	18,809
6	19,639	20,064	19,938
7	20,100	20,601	21,067
8	20,562	21,085	21,631
9	21,038	21,569	22,139
10	21,551	22,069	22,647
11	22,063	22,607	23,172
12	22,704	23,144	23,737
13	23,370	23,816	24,301
14	24,036	24,515	25,007
15	24,703	25,214	25,741
16	25,369	25,913	26,475
17	26,138	26,612	27,209
18	26,906	27,418	27,942
19	27,675	28,225	28,789
20	28,505	29,031	29,636
21	29,956	29,902	30,483
22	31,406	31,423	31,397
23		32,945	32,995
24			34,592

#### Longevity

15 Years	865	898	943
20 Years	984	1,032	1,084
25 Years	1,112	1,167	1,225
30 Years	1,368	1,435	1,507

#### Additional

Night Foreman	1,358	1,425	1,496
Night Differential	938	984	1,033
Third Street School	917	962	1,010
Black Seal	1,025	1,075	1,129
Outside Man	892	935	982
Third Shift	1871	1962	2,060

