

**AGREEMENT**

between the

**BYRAM TOWNSHIP BOARD OF EDUCATION**

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and the

**BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA**

**FOR THE YEARS:**

1994-95

1995-96

1996-97

This AGREEMENT, made this 28th day of September, 1994, between the BOARD OF EDUCATION, of the Township of Byram, County of Sussex, and State of New Jersey, hereinafter referred to as the "Board", and the BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA, of the Township of Byram, County of Sussex, State of New Jersey, hereinafter referred to as the "Association".

WITNESSETH:

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

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

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

BYRAM TOWNSHIP BOARD OF EDUCATION

By: Edmund Anonow  
President

ATTEST:

Sandra J. Huttma  
Board Secretary

BYRAM SCHOOL PERSONNEL ASSOCIATION/BEA

By: Stephanie Perzato  
President

ATTEST:

Barbara DeLeeuw  
Association Secretary

## **ARTICLE I - RECOGNITION**

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

**secretaries, clerical workers, cafeteria aides, custodians, maintenance employees, drivers, aides, cafeteria employees and attendance officers**

**but excluding the following:**

**all certificated employees, supervisors, managerial executives, and confidential employees, including the secretary to the Superintendent, the secretary to the Board Secretary/Business Administrator, the clerk typist/bookkeeper in the Board Office, and Supervisor of Buildings and Grounds.**

- B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit, and reference to male employees shall include female employees, and reference to female employees shall include male employees.**

## **ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT**

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

## **ARTICLE III - GRIEVANCE PROCEDURE**

- A. Definition**

**A grievance is a claim by an employee that he/she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting him/her.**

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



## **B. Purpose**

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

## **C. Procedure**

1.
  - a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision. The time limits may be extended or contracted by mutual agreement in writing.
  - b. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), in an attempt to resolve the matter informally at that level. If, at the conclusion of the meeting, the matter remains unresolved, the grievant shall submit his/her grievance to the principal in writing within five (5) school days. The principal or other immediate superior shall give his/her decision within five (5) school days after receipt of the written grievance.
3. The employee grievant, no later than five (5) school days after receipt of the decision of his/her principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and should include: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; (d) his/her dissatisfaction with decisions previously rendered; (e) what clause in the contract, administrative decisions or board policy is being grieved; (f) what remedy is being sought. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the principal or other immediate superior.



4. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within the scope of fifteen (15) school days. The Board or a committee thereof, shall review the grievance and shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) school days of the hearing. The referred to hearing shall be held within ten (10) school days after receipt of the appeal notice. During summer months, Monday through Friday will be considered school days.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding of the grievances concerning:
  - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - b. a complaint of a non-tenure employee which arises by reason of his/her not being re-employed.
6. In the event the grievant is not satisfied with the decision of the Board of Education, he/she then may request a further hearing. The hearing shall be attended by one representative of the Association, one representative of the Board, and a third party. Selection of the third party shall be referred to PERC who shall follow the same procedure as when selecting a fact finder. The grievant may or may not elect to be at the hearing. The representatives' findings and/or recommendations shall not be binding on the Board but solely for the purpose of providing a basis of settlement. The Board will notify the Association of compliance or non-compliance with an arbitrator's award within thirty days of receipt by the Board Secretary of the award. In the event the Board fails to notify the Association within thirty days, the Board shall be responsible for 100% of the arbitrator's costs.

7. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and by the Association or by a representative selected or approved by the Association.
8. The costs for the services of the third party, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
9. In presenting his/her grievance, the member of the staff and/or Association representatives shall be assured freedom from prejudicial action in presenting or processing his/her appeal.
10. During the term of this agreement the Board of Education agrees to follow applicable law whether statute, decisional or administrative with regard to the right of the Association to file a grievance.

#### ARTICLE IV - WORK DAY

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

##### A. SECRETARIES

Full-time secretaries and clerks work from 8:00 a.m. to 4:00 p.m. with one-half hour for lunch. Part-time secretaries and clerks work their contractual hours as assigned by their immediate supervisor.

From July 1 to August 31, twelve (12) month secretaries have an abbreviated day:

9:00 a.m. to 3:00 p.m., or in the alternative with the approval of the administration, 8:00 a.m. to 2:00 p.m.

The employee's immediate supervisor reserves the right to determine when summer hours will begin based on work load consideration. That decision will be made prior to July 1.

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



## **B. CUSTODIANS**

Day custodians work from 7:00 a.m. to 3:30 p.m. with one-half hour for lunch. Night custodians work the hours as assigned by the Superintendent and/or Business Administrator and/or Supervisor of Buildings and Grounds.

Five (5) hour night custodians work five-and-one-half hours which includes one-half hour meal time.

Six (6) hour night custodians work six-and-one-half hours which includes one-half hour meal time.

Four (4) hour night custodians who wish one-half hour for supper or a fifteen minute break must work four-and-one-half hours or four-and-one quarter hours respectively.

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

## **C. TEACHER AIDES & CAFETERIA AIDES**

The teacher aide and cafeteria aide work year shall consist of a minimum of one hundred eighty (180) student instruction days and one (1) employee day prior to the start of school.

Teacher aides work from 8:40 a.m. to 3:10 p.m., with one-half hour for lunch. Teacher aides may leave the building during their lunch period, upon notifying their supervisor or his/her designee.

Part-time teacher aides' and cafeteria aides' work hours are at the discretion of the Superintendent and/or Building Principal.

On early dismissal, when teachers are in attendance, teacher aides and cafeteria aides shall work their normally assigned hours.

## **D. CAFETERIA EMPLOYEES**

Full time cafeteria employees' work year shall consist of a minimum of one hundred eighty (180) student days and one (1) employee day prior to the start of school.

Full-time cafeteria employees shall work six (6) hours per day, not including thirty minutes for lunch, with starting and ending times to be set by the cafeteria manager.

## **ARTICLE V - EMPLOYEE EVALUATION**

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

## **ARTICLE VI - SICK LEAVE**

- A. All twelve (12) month employees shall be entitled to ELEVEN (11) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year with no maximum limit. An employee hired after the opening of the school year shall have their allowable sick leave pro-rated.**
- B. In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Superintendent in order to obtain credit for sick leave. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any twenty (20) school day interval, prior to resumption of duties. Sick leave is awarded by the school system to protect individuals from loss of pay and is not to be abused. Abuse of sick leave will result in loss of pay for the day or days involved.**
- C. Payment for unused sick leave shall be made by the Board to employees under the following conditions:**
  - 1. Payment is available only upon retirement (including vesting).**
  - 2. Employees must have served fifteen (15) years in the Byram Township School District.**
  - 3. For the purpose of payment of sick leave, sick days can accumulate to one hundred seventy (170) with payment of twenty-five (\$25.00) each upon retirement as specified in the agreement between the Byram Township Board of Education and the Byram Education Association.**



4. **Written notice shall be provided to the District by the employee of his/her intent to retire by December 1 of their last year of employment, in order to be eligible for payment on the following July 1st. If notice is provided after December 1, ~~payment will be made on July 1 of the year after the year of retirement.~~**

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

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

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

**A maximum of TWO (2) unused personal days can be converted to sick days, and a maximum of TWO (2) unused personal days can be reimbursed at twenty-one (\$21.00) dollars per day.**

2. **Annual allowance of not more than five (5) working days due to death in the immediate family. Immediate family shall include spouse, child, father, mother, brother, sister, mother-in-law, father-in-law and any other member of the immediate household.**
3. **No personal leave will be granted before or after a holiday except at the discretion of administrative review. No personal days will be allowed on the days immediately preceding or following a scheduled school vacation. The Superintendent may grant exceptions, but in all cases where exceptions are requested, the employees shall be required to state reasons in writing.**
4. **Annual allowance of not more than three (3) consecutive working days for serious illness in the immediate family.**

- B. **For part-time employees, item #2 shall be in full force. Item #1 shall be allowed on a ratio of actual days of employment per week to five (5).**

## **ARTICLE VIII - WORK YEAR**

### **A. HOLIDAYS**

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

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

Two additional days may be taken during any school recess period when school is not in session, but, may not be added to vacation time. Request must be in writing no later than two (2) weeks prior to dates requested. Custodial supervisor reserves the right to deny requests based on school district's need. A limit of one (1) custodian in the Consolidated School and two (2) custodians in the Intermediate School may take floating holidays per recess period.

### **B. VACATIONS**

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

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

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

Vacations for secretaries/clerks are to be taken during July and August, with the approval of the employee's intermediate supervisor. However, vacation time may not be taken the last week in August.

Vacations for custodians may be taken during any recess when school is not in session. A limit of one (1) custodian in the Consolidated School and two (2) custodians in the Intermediate School may take vacation during recess periods at any one time. The Supervisor reserves the right to deny the request based on the needs of the school district.



## ARTICLE IX - EXTENDED LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Board when said absence is judged by the Superintendent to serve the best interests of the school system. The determination will be made by the Superintendent and his/her determination shall be final and non-grievable. Employees must have three years of continuous service in the district to be eligible for leaves granted under this clause.

## ARTICLE X - EMPLOYEE RIGHTS

- A. Employees shall be subject to disciplinary action for conduct constituting inefficiency, incapacity, unbecoming conduct, insubordination or other just cause. Generally, where appropriate, the Administration shall utilize the concept of "progressive discipline". In this connection, where appropriate, the Superintendent shall impose progressive penalties upon personnel who have engaged in improper conduct. Where appropriate, a verbal warning shall first be issued, followed by a written warning. Thereafter, depending upon the severity of the offense, the Superintendent may recommend penalties which include, but which may not necessarily be limited to suspension without pay, denial of salary, or where appropriate the withholding of an increment or freezing of salary, dismissal or the institution of tenure charges pursuant to statute. The determination of the Superintendent under this clause may be grieved to the Board of Education, but may not be grieved beyond the Board.
- B. Custodians shall be provided with five (5) uniforms per year. Custodians shall be required to clean, maintain and wear these uniforms.
- C. Lounge areas shall continue to be provided in each school in accordance with the practice in effect in 1987-88.
- D. The Board will provide three (3) foul-weather gear outfits; one (1) for the Consolidated School and two (2) for the Intermediate School.
- E. The Board will provide steel-toed shoes to each full and part-time custodian. The Board will pay fifty (50%) percent of the cost, up to \$50.00 per custodian per contract year. Custodians will purchase the merchandise and submit a bill to the Business Office no later than August 1 of each school year.

- F. The present procedure for determining reduction in force by factors including experience, skill level, performance, and other relevant factors at the discretion of the superintendent shall be continued.
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## XI. BENEFITS

### A. State Health Benefit Program

The Board will pay one hundred (100%) percent of the cost for employees and dependents.

- B. A dental plan will be provided to all employees and their dependents. The cost will be absorbed by the Byram Township Board of Education.

- C. Health benefits are available only to permanent employees working twenty (20) hours or more per week.

## ARTICLE XII - ASSOCIATION RIGHTS AND PRIVILEGES

### A. RELEASED TIME FOR MEETINGS

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

### B. BULLETIN BOARDS

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

### C. USE OF SCHOOL EQUIPMENT

The Association will be permitted access to the copy machine once a week from 3:30-4:00 p.m., the day to be determined by the Association, and shall be accountable to the Board for the use of the machine. In case of emergency, the Board Office will make every effort to accommodate the Association. Likewise, in cases of emergency requiring administrative use of the copying machine when the Association is scheduled to use it, the administration will reschedule a time for the Association as soon as possible.



**D. MAIL FACILITIES AND MAIL BOXES**

The Association shall have the privilege of using the school mail boxes.

**E. REPRESENTATION FEE**

Non-Association members will be charged 85% of unified dues for services provided by the negotiating team. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The Association shall supply to the Board a copy of the Demand and Return system in effect which permits non-members to seek a reduction of the fee for purposes outlined in the statute.

**ARTICLE XIII - MISCELLANEOUS**

- A. The Board will post notices of all vacancies prior to the closing date for applications to be filled.
- B. Any individual contract between the Board and an employee covered by this agreement shall be subject to and consistent with this agreement. If any individual contract is inconsistent with this agreement, this agreement shall be controlling.
- C. This contract shall be in force from July 1, 1994 to June 30, 1997, and copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed, and made available to all employees now or hereafter employed.
- D. In the event that the Board needs to send official communications to the Association with regard to this agreement or related matters, it shall do so, either hand delivered or through the regular mail to the home address of the President of the Association.

If the Association needs to send official communications to the Board, it shall do so, either through the regular mail or hand delivered, to the office of the School Business Administrator.

- E. The Association recognizes the need for a Head Night Custodian.

## ARTICLE XIV - SALARIES

- A. Pay checks shall be distributed on the 15th and last day of each month. If the 15th or last day falls on a weekend or any other day schools are closed, pursuant to the school calendar, pay checks will be distributed on the last day schools are open immediately preceding pay day. In the event that there is an unscheduled closing of schools on a pay day, the checks will be distributed on the first day schools are reopened.
- B. Overtime pay at the rate of time-and-one-half times the employee's regular rate shall be paid for all hours worked in excess of forty (40) hours in a week. Overtime shall be distributed at the discretion of the Administration.
- C. Holiday pay shall constitute straight time, i.e. regular pay, for all hours actually worked plus the full day's pay for the holiday.
- D. Individuals responsible for substitute calling shall be paid an additional \$250.00. The \$250.00 shall be in addition to their base pay and paid monthly.