

AGREEMENT

BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

BRIDGETON SCHOOL EMPLOYEES ASSOCIATION

For School Years 2009-2012

(JULY 1, 2009 – JUNE 30, 2012)

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition/Successor Agreement	1
II	Negotiation Procedures	2
III	Grievance Procedure	3
IV	Association Rights & Privileges	5
V	Work Day/Year	6
VI	Leaves of Absence	7
VII	Seniority/ Job Security	8
VIII	Employee Evaluation	9
IX	Insurance	10
X	Representation Fee	12
XI	Educational Improvement	15
XII	Miscellaneous Provisions	17
XIII	Salaries	18

ARTICLE I

RECOGNITION/SUCCESSOR AGREEMENT

- A. The Bridgeton Board of Education hereby recognizes the Bridgeton School Employees Association as the majority and exclusive representative of all Bridgeton School Employees Association, employed by the Bridgeton Board of Education including but not limited to instructional aides, playground aides, cafeteria aides, bus aides and security monitors.
- 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 as above defined.
- C. This agreement between the Board and the Association represents the complete agreement between the parties. It shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II

NEGOTIATION PROCEDURES

1. A. The Board and the BSEA agree to enter into collective negotiations over a successor agreement in a good-faith effort to reach agreement of all negotiable matters concerning terms and conditions on employment.
- B. Any successor agreement shall apply to all employees eligible to be in the negotiating unit, during the effective dates of said successor agreement.
- C. Any successor agreement shall be reduced to writing, adopted and signed by the BSEA and the Board
- D. Neither the Board or the BSEA shall have any control over selection of the negotiating team of the other party.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a claim by an aide or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decision affecting the terms and conditions of employment of a BSEA employee.

B. Purpose

The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by this contract.

1. Level One – Principal or Immediate Supervisor

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association’s designated representative, with the objective of resolving the matter informally. All grievances must be initiated within ten (10) working days of the occurrence giving rise to the grievance.

2. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the conference with the principal or supervisor, the aggrieved person may within five (5) working days after a decision by the principal or supervisor, whichever is sooner, request in writing that the Association submit his/her grievance to the Superintendent. The Superintendent shall hold a hearing with the employee, if requested by the employee, and shall render a decision in writing within five (5) working days after the hearing has been held, or if no hearing has been requested, a decision will be rendered within ten (10) working days of receipt of the grievance.

3. Level Three – Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was received by the Superintendent, she may within five (5) working days after a decision by the Superintendent or ten (10) working days after the grievance was submitted to the Superintendent whichever is sooner, request in writing that the Association submit the grievance to the Board. A hearing before the Board of Education shall be scheduled within thirty (30) days. The Board shall render its decision within five (5) working days following the hearing.

4. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance in Level Three, the aggrieved person may request submission of the grievance by arbitration within five (5) days of receipt of the decision in Level Three. The Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment relations Commission by either party.

A. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proof of the issues have been submitted to him.

B. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties.

C. The decision of the arbitrator shall be advisory only to the parties. However, one grievance per school year concerning the interpretation of the terms of this Agreement may be submitted for binding arbitration. No more than one grievance may be submitted for binding arbitration in any one school year (July 1 through June 30).

D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. Failure to proceed to the next level shall result in a termination of the grievance.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The association and its representatives shall have the right to use the Broad Street School at reasonable hours for meetings. The Association shall be required to obtain advanced permission to use the school from the building principal, including the approval of both time and place.
- B. The Association may have the use of office equipment, including typewriters, duplicating equipment, calculating machines and other office equipment provided that the Association secures advanced approval for such use from the building principal. The use may only occur outside of normal working hour and only when such equipment is not otherwise in use. The Association shall pay to the Board of Education the cost of all materials and supplies incident to such use.
- C. The Association shall have the right to use the inter-school mail facilities and school mail boxes.
- D. Reimbursement for Accumulated Sick Leave:
Upon retirement, all employees covered by Article I (A) of this agreement with at least ten (10) years of service in the Bridgeton School District shall be reimbursed at the rate of sixty (60%) percent of the substitute aides per diem salary for all unused accumulated sick leave days. However, the maximum number of days that an employee may be reimbursed pursuant to this provision is one hundred (100) sick days. No reimbursement will be made for any accumulated sick days beyond one hundred (100) days. In the event of an employees' death prior to retirement, payment shall be made to their estate.

ARTICLE V

WORK DAY/WORK YEAR

- A. Instructional Aides will work the same workday as teachers. Security Monitors will be assigned to an eight-hour work day. All other BSEA employees will work such hours as are assigned to them by the Board of Education.
- B. The work year of the BSEA employees shall not be more than 186 days.
- C. Vacancies for new or existing positions will be posted for seven days and a copy of the position will be sent to the Association President.
- D. All employees of the BSEA will be notified of their status no later than June 15th of each year of the contract.
- E. All BSEA employees shall have a duty-free lunch period of no more than 30 minutes per day.
- F. Whenever an Aide is used as a classroom substitute he/she shall be compensated for the extra assignment at the rate of \$35.00 per day in addition to the regular pay after the submission of the appropriate paperwork.

ARTICLE VI

LEAVES OF ABSENCE

- A. Sick Leave: All full-time BSEA employees shall be entitled to up to ten (10) days sick leave with pay for illness or other medical reasons each year.
- B. Personal Day: *All full time employees shall receive two (2) days of leave of absence with full pay for personal, legal, business, household or family matters, which require absence during school hours, by submitting a request in writing to the Superintendent forty-eight (49) hours before the leave is to commence. The applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. This leave may not be taken on a day immediately preceding or succeeding a holiday. Unused personal leave days may become accumulated from year to year as sick days and go into the individual's sick day bank.**
- C. For purposes of this Article, "full-time" is defined as those individuals who work greater than 30 hours per week.
- D. Cafeteria Aides shall receive three sick days per year.

*All personal and leave requests, after May 31, of the school year, must be accompanied by a reason. Such reason must be approved by the Superintendent.

**The interpretation of this item will be decided by an arbitrator. Both parties agree to abide by the ruling of the arbitrator.

ARTICLE VII

SENIORITY/JOB SECURITY

- A. School district seniority is defined as service by appointed and contracted employees in the school district in the collective bargaining unit covered by this agreement.
- B. In the event of a reduction in force, the principle of seniority is to be used, and those employees with the least time in service will be dismissed first, provided that each retained employee's evaluations are satisfactory and provided that all retained employees are qualified to perform the full range of duties required and needed by the Board of Education (i.e., mandated positions and special skills individuals such as bilingual aides).
- C. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff.
- D. Recall shall be by seniority, irrespective of the length of layoff. However, in the event that an employee declines a recall, the Board is under no further obligation to later recall that employee.

ARTICLE VII

EMPLOYEE EVALUATION

A. Evaluation – Aides

1. For persons employed three or more years there shall be at least two evaluations per year.
2. For persons employed less than three years, there shall be at least three evaluations per year.
3. Evaluation is to be completed by either principals, supervisors or program director in consultation with assigned classroom teacher.

B. Copies of Evaluation

1. An employee shall be given a copy of his/her evaluation report prepared by his/her evaluator, at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. Personnel Records

An employee shall have the right, upon request, to review the contents of his/her personnel file.

ARTICLE IX

INSURANCE

- A. The Board shall give written notification at the time of hiring of all employees new to the district that the responsibility for filling out the proper cards rests with the employee. No employee shall be covered unless he has requested coverage and has signed the necessary documents.

The Board shall pay the full premium for employee, family and dependent coverage where eligible, which consists of **Horizon Blue Cross/Blue Shield** or equivalent coverage. Such premium payments shall be for the full twelve (12) month period of the coverage year and continue every year thereafter for all employees covered by this Agreement.

To be eligible for the benefits set forth in this article, unit employees must work a minimum of 30 hours per week.

- B. During the term of the contract, the Board agrees to reimburse each employee who works more than 30 hours per week up to \$500.00 per year, for dental treatment of that employee and/or that employee's immediate family upon presentation by that employee of a paid receipt for treatment incurred by that employee during that year. Dental reimbursements shall be paid in December and June.
- C. The Board agrees to pay full family drug and prescription plan (\$15.00 brand name/\$5.00 generic/\$5.00 mail-in co-pay) for all employees and will remain the same through June 30, 2012. Carrier to be named by the Board.
- D. In a situation where a husband and wife are both employed by the District, there will be only one prescription and/or dental benefit per family. Employees in the employ of the Board of Education as of October 3, 1991 are exempt from this provision.
- E. An employee may elect to forego medical health benefits (not including prescription and dental) and receive a cash payment of \$3,000 at the end of June each school pursuant to the provisions outlined below. Said payment is not part of the employee's salary nor is it pensionable. The Board shall establish a Section 125 plan. The individual unit member is responsible for all tax liability.
- The employee must opt out of the medical insurance for the entire school year.
 - The employee must demonstrate, in writing that he/she has alternative health coverage prior to opting out.
 - An employee who opts out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined below.

An employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for pre-existing conditions.

Reentry to medical health benefit coverage for reason of hardship applies in the following situations that result in the loss of medical health benefits coverage through the employee's spouse:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived his/her medical health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

Employees may individually elect to have monthly deductions from their salaries in elected denominations for payment to individual accounts in the Cumberland County Federal Credit Union. However, the amount of the monthly deduction selected initially shall remain in effect until July 1, at which time the employee may elect to change and establish the amount of the deduction until the ensuing July 1 period. All requests for a change in the amount of the monthly deductions must be on or before July 1.

Employees desiring to establish such an arrangement shall notify the district payroll office and complete all required forms.

ARTICLE X

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

B. Amount of Fee

1. 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 its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as 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 shall be set at set rate of that amount at 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.

C. Deduction and Transmission Fee

1. 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 salaries of such employees, in accordance with Paragraph (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted by the Association.

2. 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 deduction will begin with the first paycheck paid.

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after 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, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminated his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fee 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.

5. 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 ten (10) days after the Board received said notice.

6. 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 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.

D. The union shall indemnify and hold the employer 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 actions taken by the employer in conformance with this provision.

ARTICLE XI

EDUCATIONAL IMPROVEMENT

- A. All instructional aides hired must meet the following requirements:
1. Two years of study at an institution of higher education or minimum of 48 college credits or
 2. An Associate's degree or
 3. Meet a rigorous standard of quality and can demonstrate, through formal state or local academic assessment.
 - a. Assessment could be written and/or performance based.
 - b. Assessment could be administered online.
 - c. Could include training and performance assessment.
 4. Aides are exempt if their sole duty is:
 - a. A translator
 - b. Personal care services
 - c. Library/clerical role
 - d. Parental involvement activities
 - e. Bus Aide
 - f. Cafeteria Aide
 5. The Bridgeton Board of Education will reimburse up to nine (9) credits per year at the Cumberland County College per credit rate for an employee. The employee must have prior course approval by the Superintendent of Schools or his/her designee and receive a grade of "B" or better or a pass in a graded pass/fail course or the money will be reimbursed to the Board through payroll deductions. Reimbursement for cost of all Education Improvement requirements shall be in accordance with the normal accounting procedures and paid at such times as said procedures provide for as developed by the Board of Education's Business Office.
 6. The Bridgeton Board of Education will reimburse up to \$100.00 for the cost of college textbooks per semester. Reimbursement costs will be paid by the Bridgeton Board of Education, upon presentation by the employee of a paid receipt for books and in accordance with the accounting procedures set forth and developed by the Bridgeton Board of Education's Business Office.
- B. Only Instructional Aides will be required to meet the educational improvement requirements. Security Monitors will only be required to take courses that pertain to the position. Other aides are not required to meet the Educational Improvement

requirements. However, the Board will reimburse all members of the bargaining unit for courses in the educational field or related to the employees work.

- C. All credits for Educational Improvement to which any employee may be entitled shall be taken only at times that are outside the employee's regularly assigned school hours and/or regularly assigned and approved workshops which are provided as part of the employee's normal job requires and responsibilities. Therefore, no credit will be given to any employee who attends workshops, in service training, basic skills courses, college course, EIRC offerings or any non-college level professional development for which that employee is receiving his or her normal compensation by the district. The foregoing Educational Improvement requirements are to be obtained independently, outside of the employee's normal workday and/or year.

- D. When the aide submits the bill after the course or courses have been successfully completed, the aide must be under contract and have full intention to continue teaching in the Bridgeton Public School system. In the event that the aide voluntarily terminated his/her employment in the district less than one full academic year (July 1 to June 30) after successfully completing the course for which he/she is reimbursed, then the aide shall repay the Board for 100% of his/her reimbursement. Example: If an aide completes a course in December 2008, in order to avoid having to reimburse the Board 100%, the aide is obligated to remain the district for one year (July 1, 2009 to June 30, 2010). If an aide completes a course in June 2009, in order to avoid having to reimburse the Board 100%, the aide is obligated to remain in the district for one school year (July 1, 2009 to June 30, 2010).

*The Educational Improvement portion does not apply to Playground, Bus and Cafeteria Aides, but only Instructional Aides. Security Monitors will only be required to take courses that pertain to their position.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all BSEA employees now employed, hereafter employed, or considered for employment by the Board.

B. Notice

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 letter or registered letter at the following addresses:

1. If by the Association, to the Board at the Bank Street Administration Building, Bank Street, Bridgeton, New Jersey 08302.
2. If by the Board, to the Association at the current President's school address.

C. Upon contract signing, any new hires will have to serve a 90-day probationary period during which they will not receive any contractual benefits or fringes.

D. Upon contract signing, new hires will earn sick days at the rate of one (1) day per month in the first year of employment. However, they will not be able to use said days for the probationary period as per C above.

E. Employees will receive their paychecks on the fifteenth (15th) and thirtieth (30th) day of each month or the last working day prior to the regular payday.

F. Vouchers for reimbursement and payroll input forms must be submitted within ninety (90) days of occurrence or they will not be honored. Extensions shall be granted if employee is on an approved medical leave.

G. The Board will approve as appropriate three (3) tax sheltered annuity programs as long as there are at least five (5) members in each program.

H. Security Monitors will receive two (2) fifteen (15) minute breaks during the course of their work day. All breaks will be scheduled by their immediate supervisor.

ARTICLE XII

SALARY GUIDES

AIDES

STEP	2009-2010	2010-2011	2011-2012
1	14,818	15,263	15,782
2	14,958	15,407	15,931
3	15,201	15,658	16,191
4	15,280	15,739	16,275
5	15,535	16,002	16,547
6	15,676	16,147	16,696
7	15,912	16,390	16,948
8	16,280	16,769	17,340
9	16,567	17,065	17,646
10	16,861	17,367	17,958
11	17,261	17,779	18,366
12	17,499	18,024	18,637
13	17,871	18,408	19,034
14	18,028	18,569	19,201
15	18,936	19,391	19,896

BUS AIDES
Per Hour

STEP	2009-2010	2010-2011	2011-2012
1	10.00	10.20	10.40
2	10.25	10.39	10.60
3	10.44	10.65	10.80
4	10.67	10.85	11.07
5	10.92	11.09	11.31
6	11.20	11.36	11.53
7	11.47	11.64	11.81
8	11.76	11.92	12.11

SATELLITE AIDES
Per Hour

STEP	2009-2010	2010-2011	2011-2012
1	9.04	9.29	9.59
2	9.28	9.53	9.83
3	9.56	9.81	10.12
4	9.79	10.04	10.35
5	10.05	10.31	10.62
6	10.29	10.55	10.86
7	10.68	10.94	11.25
8	11.27	11.53	11.83

Satellite Aides shall be paid in accordance with the hourly rate set forth herein above; however, their pay shall be converted into salary and paid in equal installments throughout the school year. All docking of Satellite Aides that may occur throughout the year shall be done in accordance with that employee's hourly rate.

SECURITY MONITORS

STEP	2009-2010	2010-2011	2011-2012
1	16,925	17,417	18,251
2	18,023	18,515	19,349
3	18,967	19,459	20,293
4	19,010	19,502	20,336
5	19,083	19,575	20,409
6	19,467	19,959	20,793
7	19,495	19,987	20,821
8	20,762	21,254	22,088

The Bridgeton Board of Education and the Bridgeton School Employees Association have agreed to the contract as proposed for 2009-2012.

BRIDGETON BOARD OF EDUCATION

Ms. Angelia Edwards, President
Bridgeton Board of Education

Mr. J. Curtis Edwards, Vice President
Bridgeton Board of Education

BRIDGETON SCHOOL EMPLOYEES ASSOCIATION

Ms. Iris Santiago, President
Bridgeton School Employees Association

Ms. Concetta Ford, Vice-President
Bridgeton School Employees Association