

2005-2008
Addendum to Contract Agreement
Between
The Belleville Board of Education
&
The Belleville Supervisors Association

Article I – Recognition

- Add: **12-Month Supervisor of Special Services**

Article X – Duties

- B. Change: The school year for **10-month supervisors** (delete – all members)
- Add: **The school year for the 12-month Supervisor of Special Services shall be from July 1 through June 30.**
- C. Add: **The school day for the 12-month Supervisor of Special Services shall be 8:00 a.m. – 4:00 p.m.**

Article XII – Excused Absences

- C. Personal Reasons: Add to paragraph four – Employees will be paid for a period not exceeding four (4) for ten-month employees **and not exceeding five (5) days for twelve-month employees** for absences during any school year.

Article XVIII – School Calendar

- Add: **12-month Supervisor of Special Services Summer Hours – 8 a.m. to 3:30 p.m. commencing the day following the dismissal of instructional staff.**
- **The 12-month vacation calendar shall be issued as an appendix to this contract.**

<u>Holiday</u>	<u>Vacation Days</u>
Independence Day	2
Labor Day	1
Columbus Day	1
NJEA Convention	2
Thanksgiving	2
Christmas	Calendar as observed by 10-month supervisors
Martin Luther King, Jr. Day	1
Presidents' Day	2
Good Friday	1
Memorial Day	1

- 12-Month Vacation Policy

<u>Service to July 1</u>	<u>Days</u>
Less than 1 year	1 day per month
One to five years	15 days
Five to fifteen years	20 days
After fifteen years	25 days

A 12-month supervisor may opt to have a maximum of three unused vacation days per year credited to his/her accumulated sick day account.

Article XXII – Salary Guides

- Add: 12-month Supervisor of Special Services

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Step 1	\$100,618	\$108,073	\$109,885
Step 2	\$105,072	\$109,528	\$114,340
Step 3	\$109,528	\$113,983	\$118,795
Step 4	\$114,086	\$118,542	\$123,354

For the Board of Education:

Doreen B. Jones
Patricia A. [Signature]
Chloe Scher

Date 1/23/06
Date 1-23-06
Date 1-23-06

For the Association:

Karen A. [Signature]
[Signature]

Date 1/23/06
Date 1/23/06
Date _____

**Agreement Between The Belleville Board of Education
& The Belleville Supervisors Association - 2005 to 2008**

Preamble

This Agreement made this 12th day of September, 2005, between The Board of Education in the Township of Belleville, in the County of Essex, hereinafter called the "Board", and The Belleville Supervisors Association, hereinafter called the "Association".

WHEREAS, the Board and the Association have carried on negotiations in order to implement the provisions of Chapter 123 - Public Laws of 1974, as amended, and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement,

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I

Recognition

The Board hereby recognizes the Association as the exclusive sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel listed below, employed by the Board:

The following categories shall be included: Supervisor, K-12
Supervisor, K-8
Supervisor, 7-12
Supervisor, 9-12

ARTICLE II

Definitions

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below:

1. The use of the word "Association" shall hereinafter in this agreement refer to the Belleville Supervisors Association, Belleville, Essex County, New Jersey.
2. Member(s)/Employee(s)/Supervisory Employee(s)—when used hereinafter in this agreement, this/these term(s) shall refer to all professional Supervisors. Supervisor(s) when used hereinafter in this agreement shall refer to all Supervisors, K-12, K-8, 7-12, and 9-12.

ARTICLE III

Board Responsibilities

The Board reserves the right to the operation of the school system. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever provided that the individual be fully certificated as of the date of his/her actual employment in the district for the position.

All the rights, power of authority the Board had prior to the signing of this Agreement are retained by the Board except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties.

Nothing herein shall be construed as limiting the Board from discharging any of its obligations or responsibilities as prescribed by Title 18:A & Chapter 123, 1974, nor a delegation of any of its statutory authority under the Laws of the State of New Jersey.

Likewise, nothing herein shall be construed to deny any Member his/her statutory rights under the aforementioned laws.

ARTICLE IV

Separability

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 application shall continue in full force and effect.

ARTICLE V

Nondiscrimination

The Board agrees that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age in all practices, procedures and policies of the school system and in hiring, training, assignments, promotion, transfer, or discipline of administration or in any application or administration of this Agreement.

ARTICLE VI

Meetings

Representatives of the Association may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meetings shall be held without prior approval of the Superintendent, which approval shall not be unreasonably withheld.

ARTICLE VII

Members' Rights

A. Rights & Protection in Representation: Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that these employees of the Board as defined in Article I (Recognition) have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations.

B. Required Appearances: Whenever any Member is required to appear before the Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension, and/or termination of employment of that Member, the Member shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may (at the Member's discretion) have a representative(s) of the Association and/or attorney present to represent and advise during such meeting or interview.

C. Right to Review, File & Respond: A Member shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected Member.

D. Right to Be Present: When any hearing shall be scheduled by the full Board at a private or public meeting, to hear an official complaint against a Member by a parent group or its representative, the said Member who is the subject of the complaint shall have a right to be present. The Superintendent shall notify the Member(s) of such meetings.

If it appears that the outcome of said hearing would result in some disciplinary action against the Member, then that Member shall have the right to have a representative to advise him/her during such hearing or meeting.

E. Third Party Grievances: At any hearing held before the Board concerning a grievance that is brought by a third party and that affects and is directed at any Member, the Association shall be entitled to be present at the entire proceeding and hearing (not including Board deliberation) and shall have the right to pose questions to the witnesses to the Chairperson of the proceeding and hearing.

ARTICLE VIII

Negotiations Procedures

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123-Public Law 1974 as amended. Such negotiations shall begin no later than October 1, of the calendar year next, preceding the calendar year in which this Agreement expires.

During negotiations the Board and the Supervisors' Association shall present relevant data, exchange points of view and make proposals and counter proposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. The Board shall pay no compensations to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

ARTICLE IX

Grievance Procedures

Definitions: A "grievance" is a claim by a member of the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a member or a group of members.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance" are: The person or persons making the grievance; The person or persons representing the aggrieved individual or individuals; The person or persons whom the grievance applies; The person or persons who are representing the individual or individuals against whom the grievance is presented.

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

B. Procedure: A grievance to be considered must be initiated within 35 calendar days of its occurrence or within 35 calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after the prescribed interval shall be null and void.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances that have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may, therefore, be reduced or waived by mutual consent.

Level One: A member submitting a grievance shall first discuss it with his/her Principal, either directly or through the Associations' designated representative, with the objective of resolving the matter informally.

Level Two: If the aggrieved person or persons is/are not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within 5 school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within 5 school days after the decision at Level One or 10 school days after the grievance was presented, whichever is sooner.

Level Three: If the grievance has not been resolved at Level Two, or within 10 schools days after such grievance was delivered to the Superintendent, the aggrieved person or persons may within 5 school days thereafter, submit his/her grievance to the Board.

If the grievance is not settled at Level Three within 20 school days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC). PERC shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

C. Miscellaneous: All meetings and hearings under this grievance procedure shall not be conducted in public & shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

D. Binding Arbitration: The decision of the arbitrator shall be final and binding regarding a grievance concerning a violation of the specific terms of this Agreement, except as provided herein. The decision of the arbitrator shall be advisory in nature concerning all other grievances.

The decision of the arbitrator shall be submitted in writing to the Board and the Association. The costs for the services of the arbitrator shall be borne equally by both parties. Any other expenses shall be paid by the party incurring same.

Time limits at any level may be waived by mutual consent.

ARTICLE X

Duties

- A. The members of the Association agree to perform their duties in accordance with this agreement, the rules and regulations of the Belleville Board Of Education, and the State Board Of Education, and the statutes pertinent thereto and in existence at the time of the signing of this Contract.
- B. The school year for all Members shall be from September 1 through June 30, inclusive and shall include three (3) full days in the summer as follows: All supervisors will report two (2) consecutive days during the last week of August at the superintendent's discretion. The Friday before Labor Day weekend will not be an assigned workday. Supervisors will work one (1) day during the summer at the supervisor's discretion.
- C. The school day for all Supervisors, K-12 shall be 7:30 a.m. to 3:30 p.m. The school day for Supervisors, 7-12 and 9-12 shall be 7:30 a.m. to 3:15 p.m. The school day for Supervisors, K-8 shall be 7:45 a.m. to 3:30 p.m. The school day for all new Supervisors shall be from 7:30 a.m. to 3:30 p.m.
- D. The area of responsibility for Members is as per the position's job description.
- E. No member shall be compensated for curriculum revision work done during the Supervisor's workday. (September through June). Members will be compensated at the rate of \$22.50 per hour for curriculum work done beyond the Supervisor's workday.
- F. Commencing January 1, 1998, Members shall not be required to provide any lunchroom supervision.

ARTICLE XI

Sick Leave

Sick leave is defined by Revised Statutes 18A:30-1 et seq. as follows:

"Sick Leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household."

A. Allowance for Personal Illness:

<u>Total Years of Service</u>	<u>Hired in the District</u>	
	<u>before 7/1/97</u>	<u>after 7/1/97</u>
1 day through 1 year	1 day per month (10) maximum of 10 days	Same
1 year & 1 day through 10 years	10 full days	10 full days
10 years & 1 day through 15 years	20 full days	15 full days
15 years & 1 day through 20 years	25 full days	20 full days
20 years & 1 day through 25 years	30 full days	25 full days
25 years & 1 day through 30 years	60 full days	30 full days

After 10 years of service, sick leave in excess of the above shall be at the discretion of the Board.

B. Certificate for Personal Illness: Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds 5 days, a doctor's medical report must be filed.

C. Absence After Reporting for Duty: Any person who must leave his/her duties because of personal illness after reporting for duty will be paid for that day, and this will not be charged to his/her sick leave.

D. Accumulated Sick Leave: Sick leave may be accumulated up to 10 days per year in accordance with the provisions of State Law governing accumulation of sick leave allowance for persons holding any full-time office, position or employment in the school district. Such accumulated sick leave shall under no circumstances place a person under tenure after 3 years of teaching.

At the start of each school year, members will receive a statement of accumulated sick leave.

E. Terminal Pay on Basis of Sick Leave: Any employee with 15 years or more service, may, upon termination of employment, or the heirs of an employee, who dies while employed by the Belleville Board of Education, shall receive the following compensation:

<u>Accumulated Sick Days</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Days 1-100	\$ 80	\$ 80	\$ 80
Days 101-200	\$100	\$100	\$120
Days 200+	\$120	\$120	\$140

This benefit shall only be paid once for each employee.

ARTICLE XII

Excused Absences

A. Death in Family: In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period up to five (5) consecutive days to attend the funeral of such deceased kin.

In case of death of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period up to three (3) consecutive days to attend the funeral of such deceased kin.

One (1) day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, or cousin.

B. Jury Duty: There will be no salary deduction for an employee of the Board if the employee is absent due to service on a Grand or Petit Jury.

C. Personal Reasons: If, for personal reason, a day's absence is necessary, a Member may be excused from his/her duties upon notice to the Superintendent, subject to operational needs and considerations. Notice should be submitted at least two (2) days before the requested absence unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a green slip must be filed with the Superintendent for approval.

For personal reasons, which are considered by a Member to be of such a nature as to be extremely confidential, the green slip may be marked, "personal reasons-confidential", and such green slip will be forwarded directly to the Superintendent for consideration.

Employees will be paid for a period not exceeding four (4) days for ten-month employees for excused absences during any school year.

Beginning in the school year 1986-87, unused personal leave days, as defined in this Article, shall be added to the unit member's accumulated sick leave for the ensuing year.

ARTICLE XIII

Leaves of Absence

A. Child-Rearing: The Board of Education shall grant child-rearing leave without pay in accordance with the following procedure:

1. All initial applications for and applications for extensions or reductions of child-rearing leave shall be made in writing to the Superintendent.
2. Any Member intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his perspective plans for taking child-rearing leave and the best estimate of when the child-rearing leave will commence & terminate. The Member shall request child-rearing leave of the Superintendent of Schools in writing at least 60 days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the date when the Member wishes the leave to commence and terminate.

4. Child-rearing leave shall be granted for a period of up to the end of the academic school year in which the child-rearing leave commenced and additional school year shall be granted upon request of a Member under tenure or who has received a tenure-year contract for such Member. A Member on child-rearing leave shall notify the Board in writing of the intention to return to the district by March 1, of the school year preceding the school year in which the Member wishes to return to the district or 60 days prior to said intended return date, whichever is sooner.
5. A Member returning on the first day of the school year in September from child-rearing leave shall be placed in her/his previously held position, if available, and administratively feasible.
6. Any Member who has applied for and received child-rearing leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
7. No Member on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.
8. Time spent on child-rearing leave of absences shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.
9. Anyone who accepts child-rearing leave after January 31st in any given year is given credit on the salary guide for a full year upon returning to the district.
10. A Member receiving child-rearing leave shall not accept full time employment in the teaching field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the Member shall have been denied her/his request under Paragraph 6 to return to employment.
11. Adoption - Any Member adopting a child of preschool age shall receive a leave similar to child-rearing leave which shall commence upon receiving a de facto custody of said child, or earlier, if necessary, to fulfill the requirements for the adoption.
12. The Board is not required to continue employment of a non-tenure pregnant Member beyond the year in which the leave is taken. The child-rearing leave period shall not be counted for tenure purposes; however, the disability period before and after the maternity shall count towards tenure.

B. Maternity Disability:

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant Members on the same terms and conditions governing a leave of absence due to her actual disability. The pregnant Member will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
2. Any pregnant Member who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
3. The Board may require a Member during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which a Member has been assigned.

4. In the event of any question as to the condition of the pregnant Member, a conference shall be arranged between the Board's physician & the attending physician.
5. No Member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant Member for any cause not related solely to her pregnancy.
7. The Board has the right to remove any pregnant Member from her daily duties on any one of the following criteria:

- a) Her performance substantially declines from the period preceding pregnancy;
- b) Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (1) the pregnant Member fails to produce a physician's certificate that she is medically able to continue working; or (2) the Board's physician concludes she is unable to continue in the role of Supervision.

C. Advanced Study:

1. The Board feels that, in certain cases, benefits will accrue to the school system if Members are granted a one-year's leave of absence, without pay, for advanced study. The Member must have acquired tenure in the Belleville district as a prerequisite.
2. Request(s) shall be submitted, in writing, to the Office of the Superintendent at least one (1) contractual year prior to its commencement.
3. The Board will, therefore, give consideration to such application after they have been reviewed and recommended by the Superintendent.
4. The advanced study activities must be directly related to Administration/Supervision or for an advance degree program.
5. The denial of the request for such leave by the Board shall not be arbitrable or actionable at law.

D. Other Leaves:

Leave with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent & approval of the Board.

Request(s) shall be submitted in writing to the Office of the Superintendent. The denial of such leave by the Board shall not be arbitral nor actionable at law. However, the denial of same shall be reduced to writing with explanation for the reason of said denial.

ARTICLE XIV

Selection and Reassignment of Personnel

The Board recognizes that Association members have a valid interest in the personnel selected and assigned to work under their supervision.

The Board agrees that in the processing of candidates for positions or reassignment of personnel to work under said Member, such candidates will be interviewed by said persons, who will consider all transcripts, applications and recommendations for each Candidate, which is made available to them by the Superintendent or his/her agent, and will then make recommendations, in writing, to the Principal and Superintendent for consideration by the Board. The final decision shall rest with the Board.

Promotional Policy

Whenever a Member applies for a promotion he/she shall be granted the courtesy of an interview by the appropriate Administrator or Administrators involved. All qualified Members will be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. Each Member applicant not selected will receive a written notice of disposition from the Superintendent with reason(s) why applicant was not recommended.

ARTICLE XV

Transfers

Whenever possible, a transfer shall be made on a voluntary basis. Involuntary transfers shall be the last recourse, only when, and if, in the best interest of the school system.

Voluntary transfer requests, when in the best interest of the school system, will be favorably considered.

Notice of involuntary transfer or reassignment shall be given to a member as soon as practical, and except in cases of emergency, not later than 60 days before the date of transfer.

ARTICLE XVI

Retirement

Upon retirement, the retired Member will be allowed to continue his/her membership in all existing benefits plans. The retired member will be billed by the Board for any incurred costs at the group rate.

ARTICLE XVII

Member Evaluation

Non-tenured members are to receive at least three (3) written performance evaluations each school year by the appropriate administrator, and they will sign and receive a copy of the original evaluation.

Tenured members are to receive at least one written evaluation each school year, signing and receiving a copy thereof.

The appropriate administrator will discuss all evaluations with the Member being evaluated, and the Member shall have the right to comment in writing on the evaluation or discussion thereof.

The salary program is designed to reward a Member for performing effectively in his/her administrative and other professional assignments. While each Member is expected to meet this requirement, an increase in pay is not granted automatically. It is dependent upon a favorable performance report from the Superintendent of Schools and the Board's approval.

ARTICLE XVIII

School Calendar

A school calendar shall be prepared and presented to the Association by the Superintendent. A committee of the Association will have the opportunity to meet with the Superintendent to discuss the proposed calendar and submit alternate proposals to the Board if it does not concur. The Superintendent shall make a recommendation to the Board, and the Board shall make a final decision.

The school calendar shall be issued as an appendix to this Contract. The Board, however, preserves the right to make changes in the calendar, if necessary, after consultation with the Association.

ARTICLE XIX

Employment During Vacation Periods

If any unit employee (Supervisor K-12, K-8, and Supervisor 9-12) performs professional services during the summer vacation or a vacation period (provided said employee is not normally scheduled to work), said employee shall receive a per diem compensation of 1/200th (10 month) of his/her regular contractual salary.

Additional Summer Hours: The Physical Education/Health/Athletics Supervisor shall work an additional (10) days during the summer months of July and August, and shall receive compensation at a per diem rate to be established at 1/200th of the Supervisor's contractual salary. The Physical Education/Health/ Athletics Supervisor may credit the time spent supervising after school, evening, and weekend athletic team events toward the satisfactory completion of these additional summer hours.

ARTICLE XX

Use of Automobile

All members of the Association, who may be required to use their own automobiles in the performance of their duties, shall be reimbursed at the rate established by the Federal guidelines.

ARTICLE XXI

Insurance Protection

Health benefits will be modified in accordance with the health plan as negotiated with the BEA for the 05-08 successor agreement.

The Board shall provide the Health Care Insurance Protection designated below. The Board shall pay for the full premium for each employee enrolled under such plans unless otherwise noted.

A. Medical: The Board shall provide current employees with a Patriot X program through US Health Care with benefits equal to, or better than, those provided by the NJ State Health Benefits Program as of 11/96, except that deductibles shall be \$100 Individual/\$200 Family Plan.

Employees hired after 7/1/97 shall be entitled to a Board paid HMO in the appropriate dependent category. Such employees, who wish to be covered under the traditional, Point of Service plan, shall pay the difference in premium costs.

All employees shall be eligible for an "Opt Out Plan" in lieu of medical insurance. There shall be a cash payment of \$2,000.00—Family or \$1,600.00. Husband/Wife given to each employee, each year that they "opt out" of the medical plan. This is entirely optional. For married employees in the same bargaining unit, "opt out" shall be mandatory.

B. Prescription: Prescription Plan, Family Coverage with a \$20/\$5 (brand name/generic) co-payment.

C. Dental: The Board shall provide full family dental insurance coverage for all employees through Delta Dental Plan of New Jersey.

D. Insurance Premiums: Board shall make payment of insurance premiums for said health-care insurance protection for each person in its employ who enrolls for the full twelve-month period commencing July 1 and ending June 30 of the contract year. All coverage shall end (30) days after termination of employment, and the obligations of the Board thereunder shall at such time come to an end. However, as to retired employees, the Board may service this coverage, if necessary, until the State Teachers Pensions & Annuity Fund assumes the obligation for payment of premium.

ARTICLE XXII

Salary Guides

This agreement between the Belleville Board of Education and the Belleville Supervisors Association will be of a three-year duration—July 1, 2005 through June 30, 2008.

The Belleville Board of Education will pay NJPSA dues for existing members of the BSA. Members of the BSA hired after July 1, 2005 will not be reimbursed for membership dues by the BOE.

Supervisors K-12	2005-2006	2006-2007	2007-2008
Step 1	\$83,843	\$87,561	\$91,571
Step 2	87,560	91,273	95,283
Step 3	91,273	94,986	98,996
Step 4	95,072	98,785	102,795

Supervisors K-8			
Supervisors 7-12			
Supervisors 9-12	2005-2006	2006-2007	2007-2008
Step 1	\$78,148	\$81,861	\$85,871
Step 2	81,860	85,573	89,583
Step 3	85,573	89,286	93,296
Step 4	90,072	93,785	97,795

Doctorate Degree: For each year of this agreement, a member possessing a Doctorate Degree will receive \$2000 over the structured salary guide.

LONGEVITY

Years	2005-2006	2006-2007	2007-2008
15 years plus 1 day	\$6,000	\$6,300	\$6,600
20 years plus 1 day	7,700	8,000	8,300
25 years plus 1 day	8,100	8,400	8,700
30 years plus 1 day	8,600	8,900	9,200
34 years plus 1 day	9,100	9,400	9,700

Direct Deposit: Direct deposit shall be an option for all members.

Placement on Guide: Member(s), either filling an existing position, or being appointed to a newly created supervisory position, shall be placed on the step of the Supervisor's Salary Guide at the discretion of the Board; but, that step shall not be less than his/her salary on the Teachers' Salary Guide.

ARTICLE XXIII

Association Rights and Privileges

Representatives of the Association, the NJ PSA, and the National PSA may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The Superintendent shall be given reasonable notice in advance of the time and place of all said meetings. No meetings shall be held without prior approval of the Superintendent, which approval shall not be unreasonable withheld.

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

Whenever a new supervisor is hired, the Board Secretary shall send to the Association the person's name, address, position, and placement on the salary guide.

The rights, benefits and privileges granted to the Association contained within the contract and/or Board policy are granted exclusively to the Belleville Supervisors Association as the representative for the unit contained herein.

In cases of an emergency situation the Association President or designee shall be provided full released time to facilitate the resolution of said emergency, provided said released time is requested by the President and approved by the Superintendent.

Deductions from Salary

Payroll deductions will be made for employee organizational dues, upon written authorization by employee, in accordance with the Rules and Regulations of the State Department of Education.

Representation Fee

A. Purpose of Fee

If a supervisor 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 supervisor, 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 Member's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee: Notification

Deduction and Transmission of Fee 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 nonmembers will be a maximum of 85% of that amount.

C. Deduction and Transmission of Fee

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 two below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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.

1. Mechanics

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

2. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

E. Membership Availability and Demand and Return System

Membership in the Association is available to employees on an equal basis, and the Association has established and maintains a demand and return system which complies with the requirements in the "New Jersey Employer-Employee Relations Act" (N.J.S.A 34:13A-1 et seq.)

ARTICLE XXIV

Term of the Contract

This agreement shall become effective on the 1st day of July 2005, and shall remain in full force and effect for a period of three (3) years. This agreement shall expire on the 30th day of June 2008.