

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
FEB 24 1990
RUTGERS UNIVERSITY

A G R E E M E N T

between

BELVIDERE BOARD OF EDUCATION

and

BELVIDERE SCHOOL SUPPORT ASSOCIATION

July 1, 1989 to June 30, 1991

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	1
I	Recognition	1
II	Negotiations Procedure	1
III	Management Rights	2
IV	Grievance Procedure	2
V	Association Rights	4
VI	Working Conditions	5
VII	Miscellaneous	9
IX	Duration	10
X	Salary Guides	11-12

P R E A M B L E

THIS AGREEMENT is entered into this day of , 1989, by and
between the BOARD OF EDUCATION OF THE BELVIDERE SCHOOL DISTRICT, Belvidere,
New Jersey, hereinafter called the "Board", and the BELVIDERE SCHOOL SUPPORT
ASSOCIATION, hereinafter called the "Association".

Article I

Recognition

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

Article II

Negotiations Procedure

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

Article III

Management Rights

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

Article IV

Grievance Procedure

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

PURPOSE

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

PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. Level One - Immediate Supervisor - Initial Discussion

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

3. Level Two - Principal

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

4. Level Three - Superintendent

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

5. Level Four - Board of Education

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

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

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

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

Costs

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

Article V

Association Rights

1. The Board agrees to make available to the Association upon request the following information concerning the operation of the Belvidere School District: annual financial records and audits in the form presented to the Board and which become available to the public, minutes of all board meetings, individual and group employee health insurance premiums, employee experience figures, names and addresses of all unit employees.

2. Whenever any representative of the Association or employee is mutually scheduled during working hours to participate in negotiations or grievance proceedings, he/she shall suffer no loss in pay.

3. Representatives of the Association, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times, as determined by the Superintendent.

4. The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as prescribed in the Policy Handbook of the Belvidere Board of Education, and at times and under conditions which in the judgment of the Superintendent will not interfere or interrupt normal school operations.

5. The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit to no other comparable employee organization.

6. All employees shall have the right to examine the contents of their personnel records in the presence of an administrator. Records may not be removed from the administrator's office.

7. Any unsatisfactory report or comments placed in an employee's personnel file must be signed by the employee. Said employee will have the right to respond in writing within ten (10) days of receiving the report, and his/her response will be included with the original report.

8. After three (3) years, any derogatory comments or unsatisfactory reports, other than observations and evaluations, in an individual's personnel file, will be removed and destroyed.

Article VI

Working Conditions

A. Work Week

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

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

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

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

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

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

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

B. 1. Sick Leave - 12 days per year (cumulative).

2. Effective date of employment, unused sick leave at retirement, with 10 years service, at \$10.00 per day, no maximum, with a \$500.00 bonus. This applies to those retiring after July 1, 1985.

C. Personal Business

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

D. Illness in the Immediate Family

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

E. Death Leave

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

One (1) day for aunts, uncles, grandparents, nieces, nephews.

F. Vacation - (non-cumulative)

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

No more than 15 days allowed during summer months.

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

G. Insurance Coverage

1. The Board will provide health benefit coverage equal to or better than current levels as per Article VI (G).

2. Effective the 1985-1986 school year, the Board agrees to provide family prescription coverage with a two dollar (\$2.00) per prescription co-pay clause. Coverage will exclude prescriptions for birth control.

3. Effective July 1, 1983, the Board will provide up to and including full family dental care insurance as per the program then in effect in the district.

H. Resignation

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

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

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

I. Salaries

As provided in the attached salary guides.

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

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

J. Overtime (Custodians)

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

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

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

K. Holidays

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

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

L. Tuition Reimbursement

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

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

Article VII

Miscellaneous

1. If an eligible employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative. In order to adequately offset the per capita cost of services rendered by the Association, the representative fee should be equal to 85% of the regular membership dues and assessments charged by the Association to its own members.

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

3. Custodial employees hired subsequent to the ratification of the 1982-1985 Agreement shall be required to either possess a Black Seal License or obtain said license within one calendar year of initial employment. Failure to obtain the license within one calendar year shall, at the sole discretion of the Board, result in the employee's termination, or the withholding of an increment.

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

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

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

Article VIII

Duration

This Agreement shall be effective July 1, 1989 and shall continue in effect until June 30, 1991.

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

Belvidere Board of Education

Belvidere School Support Association

By _____

By _____

By _____

By _____

**BELVIDERE BOARD OF EDUCATION
SECRETARIAL SALARY GUIDE**

BASE PAY STEP	1989/90	BASE PAY STEP	1990/91 110.00%
1	12,500	1	13,000
2	13,158	2	13,750
3	13,696	3	14,474
4	14,239	4	15,065
5	14,792	5	15,663
6	15,343	6	16,271
7	15,895	7	16,877
8	16,489	8	17,485
9	17,084	9	18,138
10	17,681	10	18,793
11	18,275	11	19,449
12	18,953	12	20,102
13	19,677	13	20,848
14	20,526	14	21,645
15	21,376	15	22,578
16	22,219	16	23,514
		17	24,441

LONG'TY	ADD 2ND YR	110.00%
15 YEARS	563	619
20 YEARS	647	712
25 YEARS	731	804
30 YEARS	900	990

ADDT'L	ADD 2ND YR	110.00%
HS PRIN	973	1,070
EL PRIN	973	1,070
CST DIR	973	1,070
HS ASS'T	570	627
GUID (2/3)	380	418

**BELVIDERE BOARD OF EDUCATION
JANITORIAL SALARY GUIDES**

BASE PAY STEP	1989/90	BASE PAY STEP	1.1 1990/91
1	14,000	1	14,800
2	14,400	2	15,400
3	14,744	3	15,840
4	15,087	4	16,219
5	15,471	5	16,596
6	15,854	6	17,018
7	16,279	7	17,439
8	16,703	8	17,907
9	17,170	9	18,373
10	17,638	10	18,887
11	18,189	11	19,402
12	18,743	12	20,008
13	19,293	13	20,617
14	19,847	14	21,222
15	20,441	15	21,832
16	21,098	16	22,485
17	21,801	17	23,208
18	22,523	18	23,982
19	0	19	24,775

ADDITIONAL SALARY	NEW INC.	1.1
NIGHT FOREMAN	973	1070
NIGHT DIFFERENTIAL	672	739
THIRD STREET SCHOOL	658	724
BLACK SEAL	738	812
OUTSIDE MAN	638	702
THIRD SHIFT	1,343	1478

LONGIVITY	NEW INC.	110.00%
15 YEARS	563	619
20 YEARS	647	712
25 YEARS	731	804
30 YEARS	900	990