

Contract no. 1113

RECEIVED

NOV 28 1991

PAYROLL DEPT.
BRIDGETON BD. OF EDUC.

AGREEMENT

BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

BRIDGETON AIDES ASSOCIATION

JULY 1, 1991 - JUNE 30, 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUL 7 1992

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1.	Recognition/Successor Agreement	1
2.	Negotiation Procedures	2
3.	Grievance Procedure	3
4.	Association Rights & Privileges	5
5.	Work Day/Year	6
6.	Leaves of Absence	7
7.	Seniority/Job Security	8
8.	Employee Evaluation	9
9.	Miscellaneous Provisions	10
10.	Insurance	11
11.	Representation Fee	12
12.	Salaries	15

Article 1

Recognition/Successor Agreement

- A. The Bridgeton Board of Education hereby recognizes the Bridgeton Aides Association as the majority and exclusive representative of all school aides employed by the Bridgeton Board of Education including but not limited to instruction aides, playground aides, cafeteria aides, bus aides, and corridor aides.
- 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, and references to female employees shall include male employees.
- 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 2

Negotiation Procedures

- A. The Board and the B.A.A. 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 B.A.A. and the Board.
- D. Neither the Board nor the B.A.A. shall have any control over selection of the negotiating team of the other party.

Article 3

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 an aide or group of aides.

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 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 five (5) 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 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, or ten (10) working days after the grievance was received by the principal or supervisor, whichever is sooner, request in writing that the Association submit 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 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.

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

Article 4

Association Rights and Privileges

- A. The Association and its representatives shall have the right to use the Middle 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 the 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 hours 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.

Article 5

Work Day / Work Year

- A. Instructional Aides will work the same work day as teachers. All other Aides will work such hours as are assigned to them by the Board of Education.
- B. The work year of the Aides shall not be more than 185 days.

Article 6

LEAVES OF ABSENCE

- A. Sick Leave: All full-time aides shall be entitled to up to ten (10) days sick leave with pay for illness or other medical reasons each year.
- B. Personal Day: Each full-time employee shall be entitled to two (2) personal days non-accumulative, for a legal, business or family matter which requires the employees' absence during the employees' regular work hours. Written request for such leave must be made at least 48 hours before the date requested to the Superintendent. Approval of the Superintendent for the personal day as well as the reasons given is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday.
- C. If the Board is successful in its negotiations with the B.E.A., in the third year of this contract, in limiting the use of personal business days to those prior to April 30th, then that language will automatically, without negotiations, become effective in this contract.
- D. For purposes of this Article, "full-time" is defined as those individuals who work greater than 20 hours per week.

Article 7

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 clerk typists and bilingual aide).
- C. Seniority shall not be accumulated during the period of lay-off. Upon recall, the appointed employee shall have her accumulated seniority to the date of lay-off.
- D. Recall shall be by seniority, irrespective of the length of lay-off. However, in the event that an employee declines a recall, the Board is under no further obligation to later recall that employee.

Article 8

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 her evaluation report prepared by 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.

i. File.

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

Article 9

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 aides 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 telegram 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.

Article 10

Insurance

- A. The Board agrees to pay the premium for Blue Cross and Blue Shield, including Rider J, or equivalent plan, for all employees who work more than 20 hours per week, for full family and dependent coverage. The Board agrees to pay full major medical for full family and dependent coverage for all employees who work more than 20 hours per week.
- B. During the 1991-92 school year, the Board agrees to reimburse each employee who works more than 20 hours per week up to \$200.00 for dental treatment of that employee upon presentation by that employee of a paid receipt for treatment incurred by that employee during that year. Starting the 1992-93 school year, the amount shall be raised to \$300.00 and shall include treatment by the employee/family during each year.
- C. During the 1992-93 school year, the Board agrees to reimburse each employee who works more than 20 hours per week up to \$100.00 for prescription expenses of that employee upon presentation by the employee of a paid receipt for prescriptions incurred by that employee during that year.
- 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.

Article 11

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 85% 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 to 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 nonbargaining 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 her/his 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. Indemnification

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 12

A. SALARY GUIDES

0-29 CREDITS

<u>STEP</u>	<u>1991-92</u>	<u>1992-93</u>
1	\$37.40	\$40.00
2	38.50	41.00
3	39.60	42.50
4	40.70	43.50
5	41.80	45.00
6	42.90	46.00
7	44.00	47.00
8	-	48.50

30-59 CREDITS

	<u>1991-92</u>	<u>1992-93</u>
1	\$40.70	\$43.50
2	41.80	45.00
3	42.90	46.00
4	44.00	47.00
5	45.10	48.50
6	46.20	49.50
7	47.30	51.00
8	-	52.00

60-119 CREDITS

<u>STEP</u>	<u>1991-92</u>	<u>1992-93</u>
1	\$44.00	\$47.00
2	45.10	48.50
3	46.20	49.50
4	47.30	51.00
5	48.40	52.00
6	49.50	53.00
7	50.60	54.50
8	-	55.50

<u>SATELLITES AIDS</u>		<u>HALL MONITORS</u>
1991-92	\$5.50	\$52.25
1992-93	6.00	57.50

BUS AIDES

1991-92	OK \$5.83
1992-93	6.50

B. THIRD YEAR

For the school year 1993-94, the Aides will receive the same percentage dollar increase as agreed upon between the Board and the Bridgeton Education Association. The formulation of guides and method of distribution of said increase shall be negotiated between the parties upon conclusion of the negotiations between the Board of Education and the Bridgeton Education Association encompassing the school year 1993-94.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date set forth below.

BRIDGETON AIDES ASSOCIATION

Attest: _____
Secretary

BY: _____
President

BRIDGETON BOARD OF EDUCATION

Attest: _____

BY: _____
President

Dated: