

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT

AND

THE BUENA REGIONAL SUPPORT STAFF SUPERVISORS ASSOCIATION

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
THE BUENA REGIONAL SCHOOL DISTRICT AND THE
BUENA REGIONAL SUPPORT STAFF SUPERVISORS
ASSOCIATION**

THIS AGREEMENT is made on July 1, 2003, between the Board of Education of the Buena Regional School District of Atlantic County (called "Board"), and the Buena Regional Support Staff Supervisors Association (called "Association").

IT IS, in consideration of the mutual promises in this Agreement, agreed as follows:

ARTICLE I - TERM

The term of this Agreement shall be July 1, 2003 to June 30, 2006.

ARTICLE II - RECOGNITION

2.1 - **Persons Recognized.** The Board recognizes the Association as the exclusive representative, so long as it continues as the majority representative, for collective negotiations concerning the terms and conditions of employment of the following employees:

Building & Grounds Supervisor

Transportation Supervisor

Food Service Supervisor

2.2 - **Persons Excluded.** Excluded from this Agreement shall be all other employees, including educational supervisors.

ARTICLE III - DEFINITIONS

Unless otherwise indicated, the term "employee" as used in this Agreement shall refer only to those employees represented by the Association for negotiations as described in paragraph 2.1 above.

ARTICLE IV - FUTURE NEGOTIATIONS

Provided that the Association continues to be the majority representative, the parties agree to enter into collective negotiations over a successor agreement or any terms of this Agreement subject to reopener. Negotiations shall be conducted in accordance with negotiations law in a good-faith effort to reach agreement on matters concerning the terms and conditions of employee's employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in

which this Agreement, or any part of it, expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be adopted and signed by the Board and the Association.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 - Definition and Scope. Grievance shall mean a claim or complaint by an employee or by the Association that there has been to an employee or group of employees a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this Agreement or of an established policy or of an administrative decision governing employees.

5.2 - Exclusions. This grievance procedure shall not apply to (a) any matter for which a method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any matter which, according to law, is either beyond the scope of the Board's authority or is limited to unilateral action by the Board alone; or (d) a complaint of a non-tenured employee which arises by reason of the employee's not being reemployed or being dismissed during the employee's probationary period; or (e) a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.

5.3 - General Provisions.

5.3.1 - Failure of the Administration or Board at any step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of an employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at this step.

5.3.2 - Employees shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and the effect thereof shall have been fully determined.

5.3.3 - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.

5.3.4 - All meetings and hearings on a grievance shall be conducted in private and shall include only such parties in interest and their representatives, except final Board action shall be required.

5.3.5 - An employee shall have the right to representation by counsel and/or the Association at any step of the grievance procedure.

5.3.6 - If the grievance arises from action of the Board or the Superintendent, the grievance may be filed directly with the Superintendent.

5.3.7 - All time periods referred to in the grievance procedure shall be calendar days. If the last day falls on a weekend or legal holiday, the next business day shall be used.

5.4 - First Step: Informal Discussion. The first step must be commenced by the employee or Association within one calendar month of its occurrence. The first step shall be for the employee or Association to discuss the issue to be grieved with the employee's immediate superior (usually the Business Administrator) in an attempt to informally agree.

5.5 - Second Step: Written Request to Immediate Supervisor.

5.5.1 - If the decision on the grievance is not received by the employee within 10 days of the discussion with the immediate superior as described in paragraph 5.4, or if the employee is dissatisfied with the decision received, the employee is entitled to file with the immediate superior a written request for a grievance directed to the employee's immediate supervisor (usually the Business Administrator). The written request shall be filed with the immediate superior not later than 60 days from the time of its occurrence.

5.5.2 - **Contents of the Written Request.** The written request for a grievance shall describe (a) the issue or issues to be grieved, (b) the loss, injury or inconvenience suffered by the employee or employees, (c) the results of the informal discussion at step one, and (d) how the employee thinks the issue can be resolved.

5.5.3 - **Immediate Superior to Reply.** The immediate superior shall have 10 days to reply in writing to the written request for grievance.

5.6 - Third Step: Written Request to Superintendent.

5.6.1 - If the immediate superior's decision on the grievance is not received by the employee within 10 days of the filing with the immediate superior as described in paragraph 5.5, or if the employee is dissatisfied with the decision on the grievance received, the employee is entitled to file the written request for a grievance directed to the Superintendent. The written request shall be filed with the Superintendent not later than 45 days from the written denial or failure of the immediate superior to respond in writing.

5.6.2 - **Contents of Request to Superintendent.** The employee shall file with the Superintendent (a) a copy of the written request described in paragraph 5.5.2, (b) a statement explaining the action taken by the employee's immediate superior in response to the request, and (c) a copy of the decision on the grievance received, if any.

5.6.3 - **Superintendent to Reply.** The Superintendent shall have 10 days to reply in writing to the written request for grievance.

5.7 - Fourth Step: Written Request to Board.

5.7.1 - If the Superintendent's decision on the grievance is not received by the employee within 10 days of the filing with the Superintendent as described in paragraph 5.6, or if the employee is dissatisfied with the decision on the grievance received, the employee is entitled to file a written request for a grievance directed to the Board. The written request shall be filed with the Secretary/Business Administrator not later than 45 days from the written denial or failure of the immediate superior to respond in writing.

5.7.2 - **Contents of Request to Board.** The employee shall file with the Superintendent and the Board Secretary (a) copies of the requests previously filed, (b) the decisions on the grievance previously received, if any, and (c) a statement explaining the action taken by the immediate superior and Superintendent.

5.7.3 - **Board to Reply.** The Board shall have 60 days to reply, in writing, to the written request for grievance.

5.7.4 - **Board Hearing.** The Board or a committee thereof may hold a hearing prior to rendering a decision. If a hearing is scheduled, it shall be held within the 60-day period and the Board shall have 10 days after the hearing to reply.

5.7.5 - The Board's decision on the grievance shall be final and binding, except as to employee dismissals after probationary period.

5.8 - **Fifth Step: Arbitration.**

5.8.1 - If the employee is dissatisfied with the decision of the Board concerning the employee's dismissal after the employee's probationary period, the employee or the Association may demand arbitration by filing a demand for arbitration with the Superintendent and with the American Arbitration Association within 15 days after the decision of the Board is made known. Nothing except employee dismissals after the probationary period shall be the subject of arbitration under Article 5.8. All other matters are grievable only to the Board level.

5.8.2 - The demand for arbitration shall be deemed a waiver by employee and the Association of the right to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award. The filing of a reply by the Board shall be deemed a similar waiver.

5.8.3 - The parties shall use the American Arbitration Association and shall comply with its rules concerning the appointment of an arbitrator and the conduct of proceedings.

5.8.4 - The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The arbitrator shall apply New Jersey law and regulations. The decision of the arbitrator shall be binding. Only the Board and the employee and the employee's

representatives shall be given copies of the arbitrator's decision. The arbitrator shall render a decision within 30 days of the completion of the arbitrator's hearings.

5.8.5 - Each party will bear the total cost incurred by themselves. The fees and expenses of arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

5.8.6 - If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time, unless the employee prevails and then the employee shall be paid for time lost during arbitration hearings.

ARTICLE VI - DISCIPLINARY AND EVALUATION HEARINGS

6.1 - **Notice of Discipline.** Whenever an employee shall be required to appear before the Board, a Board committee or the Superintendent with respect to a disciplinary proceeding, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an Association representative and/or by counsel.

6.2 - **Discipline.** Discipline shall be applied in a non-discriminatory manner and shall be subject to the grievance procedure in Article 5. The discipline to be issued shall be determined on a case by case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigated circumstances. Discipline short of dismissal shall be grievable only to the Board level and shall not be subject to binding arbitration.

ARTICLE VII - EMPLOYEE AND ASSOCIATION PRIVILEGES

7.1 - Employees shall have the right to wear pins and other identification of membership in the Association or its affiliate.

7.2 - A tentative school calendar shall be presented by the Superintendent to the Association for its recommendations prior to final adoption by the Board.

7.3 - By May 15, the Association shall be notified by the Superintendent of tentative salaries of employees for the ensuing school year.

7.4 - Employees shall have the right to participate in any activities of the Association or its affiliates, and the Board shall not deny any employee the rights given under the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et sec., as amended, with respect to collective negotiations and the institution of grievances. No employee shall be discriminated against due to Association activities, office holding, or membership, or due to the filing of or participation in a grievance procedure.

7.5 - The Board agrees to furnish the Association access to public records of the Board upon request and upon reasonable notice thereof, provided that such records do not contain privileged information and provided that they pertain to matters within the province of the Association.

7.6 - Any criticism by the Superintendent, Business Administrator, Assistant Superintendent, Principals, Vice-Principals, Board Members or any other Administrative Personnel of an employee on his work shall be made in confidence and not in the presence of students, parents, other employees, or at any public gathering.

ARTICLE VIII - SICK LEAVE POLICY

8.1 - **Sick Leave.** Each employee shall be entitled to 12 cumulative days per school year for sick leave. Any employee hired after the beginning of the fiscal year shall immediately receive sick leave prorated at the rate of one day per month.

8.2 - Reimbursement.

8.2.1 - After 15 years of continuous service with this district, an employee who ceases his employment for any reason (except termination for just cause by the Board), shall be entitled to payment for unused sick leave accumulated during employment in this school district according to the formula below. Sick leave accumulated with and/or carried over from other employers shall not be eligible for payment.

8.2.2 - The words "continuous service" shall mean employment by this school district for 15 or more successive full school years (a full school year shall mean 90 days or more of employment during an academic year); continuity shall not be interrupted by approved leaves of absence or by military service, but such leaves and military service shall not be counted toward achieving the 15 full years required.

8.2.3 - The payment shall be calculated by use of the following formula: $25\% \times \text{current annual salary} \times \frac{1}{200} \times \text{accumulated sick days}$. For 12-month employees, the fraction shall be $\frac{1}{240}$ instead of $\frac{1}{200}$. "Current annual salary" shall mean the annual salary in effect for employee on employee's last day of work after 50% of the work days during the last fiscal year with this school district. Accumulated sick days shall not exceed 12 days per year, notwithstanding any future increase in sick days granted by law. Accumulated sick days shall be calculated as the unused sick days which accumulated after 50% of the work days during the last fiscal year of employment. Notification to Board for payment must be given by February 1 of the year prior to ceasing employment. If no notification is given the employee will collect the following year. Employee shall receive payment in three equal installments January 15 after the year of retirement and annually on January 15 thereafter. If the employee dies before payment, the money will go to the employee's estate provided the employee qualified for payment at the time of death .

ARTICLE IX - PERSONAL LEAVE POLICY

9.1 - Each employee shall be entitled up to three days per year covered by the term of this Agreement, without loss of pay, for personal business during the school year, upon approval of the Superintendent or his designee. These days may not be accumulated.

9.1.1 - All personal leaves are subject to the following conditions:

9.1.2 - The Superintendent shall grant personal leave for personal business which necessitate the employee's absence on a work day. Personal business leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. The Superintendent may request reasons before granting two consecutive personal days under the "personal business" category.

9.1.3 - Requests for personal business leave shall be filed with the Superintendent at least three work days in advance of the contemplated absence. The employee shall certify that the reason for the leave complies with the limitations of 9.1.2 by specifying that the reason is personal business on a new form to be agreed upon eliminating categories and stating exclusions imposed by 9.1.2. A bereavement category shall be added to the form.

9.1.4 - The Superintendent, or his designee, shall review each application and approve or disapprove the request according to the above standards.

9.1.5 - In an emergency, the Superintendent, or his designee, upon being informed by the employee of the nature of the emergency, shall waive all time restrictions and authorize or ratify an emergency personal day, if satisfied that the time restriction in paragraph 9.1.3 imposes an undue hardship, such as with an unexpected illness in the family. This section shall not be used to increase the number of personal days granted in 9.1.

9.2.1 - All employees shall be entitled up to five days bereavement leave, without loss of pay, for death in the family (per death). The word "family" shall mean parents, parents-in-law, guardians, brother, sister, spouse, children, grandparents, grandchildren and any other relative or person residing as a member of the employee's household.

9.2.2 - All employees shall be entitled to up to two days bereavement leave, without loss of pay, for the death of employee's aunt or uncle (per death).

9.3 - Employees shall receive excused absences if they are required by the Board to be out of work in connection with legal proceedings.

9.4 - Any employee who shall not use all of the personal days in any one contract year may convert up to 3 unused days to cumulative sick days.

9.5 - Employees shall be entitled to the following Vacation: One week (five days) after one year of employment; two weeks (ten days) after three years of employment; three weeks (fifteen days) after ten years of employment and four weeks (twenty days) after twenty years of employment.

Kenneth Taft will continue to receive eighteen days under this contract. Any person hired between July 1st and January 31 of any school year shall be credited with one year of employment. This shall be used to determine vacation allotment. If hired after January 31 vacation shall be accrued at the rate of ½ day per month until June 30. After this interim time, vacation will accumulate at the negotiated rate. Employees shall schedule vacation in advance and shall coordinate leave with the Superintendent's office in order to facilitate district coverage. Employees may "bank" five (5) days for use during the next academic year. Days not used will not be paid.

ARTICLE X - SALARY

10.1 - Employees shall be paid every other Friday throughout the year.

10.2 - The salaries of all employees covered by this Agreement are set forth in Schedule A attached hereto.

10.3 - Employees shall receive an additional increment of \$300.00 for 15 years of continuous employment, \$700.00 for 20 years of continuous employment, \$325.00 for 25 years of continuous employment, \$325.00 for 30 years of continuous employment to be added to their salary at the completion of the fifteenth, twentieth, twenty-fifth and thirtieth years of service in the Buena Regional School District. For this paragraph, Daniel Dandrea shall be considered an employee for the four years he was employed by Service Systems. Employees hired after June 30, 2000 shall not be eligible for longevity increments.

10.4 - Summer transportation scheduling (if any) will be done during the normal work year without stipend. Students shall be identified by May 30 of each year.

ARTICLE XI - HOURS AND DUTIES

As professionals, supervisors are expected to devote to their assignments the time necessary to meet their responsibilities. Supervisors shall not be entitled to receive additional pay after 40 hours of work.

ARTICLE XII - TRANSFERS AND PROMOTIONS

Basic Consideration. In considering any transfers or promotions, the Board will consider all relevant factors which may affect the transfer or promotion under consideration, including, but not limited to: the needs of the District; the availability of qualified volunteers or other personnel to fill the position; the candidates' area of competence, fields of study, length of service in the district and length of service in a particular building; and the candidates' desire to fill the position.

ARTICLE XIII - EVALUATIONS AND JOB SECURITY

13.1 - Employees shall be given a copy of their rating or any other written evaluation of their work prepared by their superiors. A conference between employees and evaluators will be scheduled to discuss such report.

13.2 - **Job Security.** Employees shall have a three-year probationary period following their full time employment. During the probationary period, employees may be terminated in accordance with the law. After expiration of the probationary period, employees shall not acquire tenure, but shall be dismissed or disciplined only for: just cause; inefficiency; or violation of work rules, laws, policies, and regulations. Disciplinary action may be grieved only to the Board level. Dismissals shall be subject to binding arbitration under Article 5.

ARTICLE XIV - LEAVES OF ABSENCE

14.1 - The Board shall provide leave under the federal Family and Medical Leave Act (FMLA) or under the New Jersey Family Leave Act, N.J.S.A. 34:11A-1 et sec., whichever provides greater family or medical leave rights. However, the Board need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

14.2 - No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a specific time lapse between the birth and her desired date of return.

14.3 - Other leaves of absence may be granted without pay by the Board for good reason. It is not the policy of the Board to grant leaves of absence for the purpose of permitting employees to try another job out of the District.

14.4 - An employee shall not receive increment credit for time spent on leave.

14.5 - All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and, whenever possible the employee shall be assigned to the same or a substantially equivalent position which was held at the time said leave commenced. In reference to such leaves, an employee shall be considered an employee on the day following the expiration of the term of the leave and shall be included on the next listing of employees filed with various insurance carriers providing employee benefits in the school district. Insurance benefits shall become effective as soon as possible after the expiration of the leave, subject to the rules and provisions of each insurance or benefit plan. It shall be the employee's obligation to verify the effective date of coverage.

14.6 - All grants, extensions or renewals of leaves shall be applied for in writing, and if granted, be in writing.

ARTICLE XV - ADMINISTRATION DUTIES AND DISCIPLINE

15.1 - A definition of the duties and responsibilities of all supervisors and other personnel shall be reduced to writing.

15.2 - Student discipline problems should be reported to the appropriate principal or certificated person promptly.

ARTICLE XVI - INSURANCE PROTECTION

16.1 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than N.J. State Health Benefits Plan with full family and dependency coverage when eligible. The health care out of network deductible is \$200.00 for single coverage and \$400.00 for family coverage. The current coverage is provided through the Aetna/U.S. Healthcare Quality Point of Service Program, however, the choice of carrier is reserved to the Board. Employees have their choice during the open enrollment periods of selecting either the PATRIOT V (PPO) Plan or the PATRIOT X (Traditional) Plan. PATRIOT X has a deductible of \$200 single, \$400 family and PATRIOT V has a deductible of \$100 single, \$200 family.

16.2 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey Dental Service Plan, full family plan coverage for Basic/ Orthodontic benefits.

16.3 - Beginning in the 2000-2001 school year, the Board shall provide each employee, upon completion of required application forms, with a full family prescription plan with a generic co-pay of \$5.00, and a brand name drug co-pay of \$15.00. Co-pay reductions would apply to 90-day supplies of maintenance drugs of \$5.00 and \$15.00

16.4 - Section 125 (IRS Code) Plan: The Board has adopted a Section 125 (IRS Code) Plan for the purpose of making a cash option available to employees who have other insurance available and who voluntarily opt out of one or more coverages provided by the Board.

16.4.1 If an employee selects the cash option, it shall be includable in the employee's gross income as compensation. The amount is non-pensionable. If an employee elects the insurance coverage, the value of such coverage is excludable from the employee's gross income as compensation.

16.4.2 - An employee whose spouse is not employed by the Board and who is otherwise entitled to health, prescription or dental insurance coverage shall have the option to voluntarily not participate in any such plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee forty percent (40%) of the yearly premium savings to the Board for the plan under which the employee would have been covered. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non-participation occurs. In order for an employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate insurance coverage for the plan or plans opted out of.

16.4.3 - All withdrawals from insurance coverage shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal reopener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a

meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

16.4.4 Notwithstanding paragraph 16.1, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date. Reentering into the insurance plan for reasons other than a change in status is subject to the terms of the insurance carrier.

16.4.5 Where the employee and the employee's spouse are both employed by the Board, the ability to opt out of coverage shall not be available since the Board pays only for single payment family coverage and no premium savings would be realized by the Board.

16.5 - The Board shall provide standard non-ownership liability insurance coverage for employees using their personal automobiles on school business at the request of the Board. Employees using such vehicles will be compensated for mileage at the Internal Revenue rate that is established for that year. At the beginning of each school year, the Board and the Association will set the rate for the school year based upon the IRS rate in effect as of January 1 of that year. That rate will remain in effect for the duration of that year.

16.5 - Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in the minimum amounts as required by law.

16.7 - The Board shall provide a disability insurance policy as in 1997-2000 for employees employed prior to June 30, 2000.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

17.1 - This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

17.2 - 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.

17.3 - Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual

contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. Any employment contract subject to cancellation shall provide for 30 days' notice.

17.4 - The Board and the Association agree that, as in the past, there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on any basis prohibited by the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et sec. or by any applicable Federal law or regulation prohibiting discrimination.

17.5 - Whenever any notice is required to be given by either of the parties to the Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail or regular mail at the following addresses:

If by Association to Board at:

Buena Regional School District
Harding Highway
Buena, New Jersey 08310

If by Board to Association at:

President
Buena Regional Support Staff Supervisors Association
Harding Highway
Buena, New Jersey 08310

17.6 - This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

Attest:

**BOARD OF EDUCATION OF THE
BUENA REGIONAL SCHOOL DISTRICT**

Thomas Kearney Secretary

BY: _____
Barbara Jargowsky President

**BUENA REGIONAL SUPPORT STAFF
SUPERVISORS ASSOCIATION**

Theresa Coia, Transportation Supervisor

Daniel Dandrea, Building & Grounds Supervisor

Kenneth Taft, Food Service Supervisor

SALARY SCHEDULE

	2002-2003	2003-2004	2004-2005	2005-2006
Coia	\$60,687	\$63,037.00	\$65,387.00	\$67,737.00
Dandrea	\$58,690	\$61,040.00	\$63,390.00	\$65,740.00
Taft	\$54,920	\$57,270.00	\$59,620.00	\$61,970.00

**ADDENDUM TO AGREEMENT BETWEEN THE BOARD OF
EDUCATION OF THE BUENA REGIONAL SCHOOL DISTRICT
AND THE BUENA REGIONAL SUPPORT STAFF SUPERVISORS
ASSOCIATION**

ADDENDUM TO AGREEMENT dated July 1, 2003 between the Buena Regional School District (the "Board"), and the Buena Regional Support Staff Supervisors, (the "Association").

Whereas, the Board and the Association entered into an Agreement dated July 1, 2003 covering the terms and conditions of employment of the members of the Association for the period of July 1, 2003 through July 1, 2006; and

Whereas, it having come to the parties attention that agreed upon language in the Agreement was inadvertently left out of the form of Agreement signed by the parties; and

Whereas, the parties desire to correct the mistake by entering into this Addendum to the Agreement which shall be attached to and incorporated into the Agreement;

In consideration of the mutual promises, covenants and conditions contained in the original Agreement of Sale and this Addendum, the parties to correct the Agreement as follows:

Article XVI of the Agreement captioned "ARTICLE XVI-INSURANCE PROTECTION" is corrected to read as follows:

ARTICLE XVI - INSURANCE PROTECTION

16.1 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than N.J. State Health Benefits Plan with full family and dependency coverage when eligible. The health care out of network deductible is \$200.00 for single coverage and \$400.00 for family coverage. The current coverage is provided through the Aetna/U.S. Healthcare Quality Point of Service Program, however, the choice of carrier is reserved to the Board. Employees have their choice during the open enrollment periods of selecting either the PATRIOT V (PPO) Plan or the PATRIOT X (Traditional) Plan. PATRIOT X has a deductible of \$200 single, \$400 family and PATRIOT V has a deductible of \$100 single, \$200 family.

16.2 - The Board shall provide each employee, upon completion of appropriate forms, insurance coverage equal to or greater than New Jersey Dental Service Plan, full family plan coverage for Basic/Orthodontic benefits.

16.3 - Beginning in the 2000-2001 school year, the Board shall provide each employee, upon completion of required application forms, with a full family prescription plan with a generic co-pay of \$5.00, and a brand name drug co-pay of \$15.00. Co-pay reductions would apply to 90-day supplies of maintenance drugs of \$5.00 and \$15.00

16.4 - Married employees who are both employed by the Board shall be eligible for single payment full family coverage covering both spouses and any dependent children as defined by the plan. Married employees whose spouse is not employed by the Board shall be eligible for either full family coverage covering both spouses and any dependent children as defined by the plan, or shall be eligible for single coverage with or without coverage for dependent children as defined by the plan. Single employees with dependent children shall be eligible for single coverage with or without coverage for dependent children as defined by the plan. Single employees without dependent children shall be eligible for single coverage.

16.5 - Section 125 (IRS Code) Plan: The Board has adopted a Section 125 (IRS Code) Plan for the purpose of making a cash option available to employees who have other insurance available and who voluntarily opt out of one or more coverages provided by the Board.

16.5.1 If an employee selects the cash option, it shall be includable in the employee's gross income as compensation. The amount is non-pensionable. If an employee elects the insurance coverage, the value of such coverage is excludable from the employee's gross income as compensation.

16.5.2 - An employee whose spouse is not employed by the Board and who is otherwise entitled to health, prescription or dental insurance coverage shall have the option to voluntarily not participate in any such plan and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee forty percent (40%) of the yearly premium savings to the Board for the plan under which the employee would have been covered. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non-participation occurs. In order for an employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate insurance coverage for the plan or plans opted out of.

16.5.3 - All withdrawals from insurance coverage shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal reopener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.

16.5.4 Notwithstanding paragraph 16.1, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the

employee. The employee will be re-enrolled in the District's plan at the first permissible date. Reentering into the insurance plan for reasons other than a change in status is subject to the terms of the insurance carrier.

16.5.5 Where the employee and the employee's spouse are both employed by the Board, the ability to opt out of coverage shall not be available since the Board pays only for single payment family coverage and no premium savings would be realized by the Board.

16.6 - The Board shall provide standard non-ownership liability insurance coverage for employees using their personal automobiles on school business at the request of the Board. Employees using such vehicles will be compensated for mileage at the Internal Revenue rate that is established for that year. At the beginning of each school year, the Board and the Association will set the rate for the school year based upon the IRS rate in effect as of January 1 of that year. That rate will remain in effect for the duration of that year.

16.7 - Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in the minimum amounts as required by law.

16.8 - The Board shall provide a disability insurance policy as in 1997-2000 for employees employed prior to June 30, 2000.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date(s) indicated below.

Attest:

**BOARD OF EDUCATION OF THE
BUENA REGIONAL SCHOOL DISTRICT**

Thomas Kearney Secretary

BY: _____
Barbara Jargowsky President
Dated: _____

**BUENA REGIONAL SUPPORT STAFF
SUPERVISORS ASSOCIATION**

Theresa Coia, Transportation Supervisor
Dated: _____

Daniel Dandrea, Building & Grounds Supervisor
Dated: _____

Kenneth Taft, Food Service Supervisor
Dated: _____