



July 1, 2009 - June 30, 2012

A G R E E M E N T

OF

THE TERMS AND CONDITIONS

OF EMPLOYMENT

BETWEEN

THE BOARD OF EDUCATION OF THE

VOCATIONAL SCHOOLS IN THE

COUNTY OF BERGEN

AND

THE BERGEN COUNTY TECHNICAL SCHOOLS

SECRETARIAL PERSONNEL ASSOCIATION

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PREAMBLE

This AGREEMENT is made and entered into on this 1st day of July 2009 by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN, (hereinafter referred to as the "Board") and the SECRETARIAL PERSONNEL ASSOCIATION of the Bergen County Technical Schools (hereinafter referred to as the "Association").

ARTICLE I - PRINCIPLES

Section 1. This Agreement is negotiated in order to establish the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article II.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of negotiations or which could have been the subject matter of negotiations.

Section 2. The Board and the Association agree to a grievance procedure for the processing of disputes.

Section 3. The provisions of this Agreement will constitute a binding obligation of the parties for the duration of the agreement. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE II - RECOGNITION OF THE ASSOCIATION

A. UNIT

The Board recognizes the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all regularly employed secretarial personnel excluding secretaries in the Superintendent's Office, Deputy Superintendent's Office, School Business Administrator/Board Secretary's Office, and Assistant Superintendent's Office.

B. DEFINITION OF EMPLOYEE

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.

ARTICLE III - MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. A. The Board and the Association agree to enter into collective negotiations pursuant to Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on

all matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate.

- B. Such negotiations shall begin at a mutually agreeable time but not later than thirty (30) days following a request by either party to begin negotiations, unless said time limit is waived by mutual consent. However, in no event shall negotiations commence any sooner than November 1 of the contract expiration year.

Section 2. This Agreement shall not be modified, changed or altered in whole or in part by the parties, except by way of a successor agreement in writing, duly signed by the proper parties.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons or the Association making the claim; however, if any court decision or law is subsequently changed with respect to the right of the Association to file a claim, or to prosecute a claim or grievance, then any clause in the grievance procedure which allows the Association to present the grievance shall be declared null and void.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom the action might be taken in order to resolve the claim; however, if any court decision or law is subsequently changed with respect to the right of the association to file a claim, or to prosecute a claim or grievance, then any clause in the grievance procedure which allows the Association to present the grievance shall be declared null and void.

B. Purpose

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

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest,

the time limits set forth herein may be reduced by mutual agreement only so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Time to Present Grievance

A grievance to be considered under this procedure must be initiated and filed within twenty (20) working days from the time when the grievant knew of its occurrence. If not filed within said time period, it shall be deemed waived and abandoned.

4. Level One - Principal or Immediate Supervisor

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two - Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, she/he may file the grievance in writing with the Association within five (5) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

6. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at the previous level, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent of Schools, she/he may within five (5) working days after a decision by the Superintendent or fifteen (15) working days after the grievance was delivered to the Superintendent of Schools, whichever is sooner, request in writing that his/her grievance be heard by the Board of Education.

7. Level Four - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Board of Education, she/he may within five (5) working days after a decision by the Board of Education or fifteen (15) working days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the 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 to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) 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 proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions in the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- 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.

D. Rights of Employee to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. In the event the law is changed with respect to a representative's right to carry a grievance, even though the individual does not wish to do so, then this clause will be limited to rights granted to individuals who have a grievance only, and the Association will not be permitted to continue the grievance.

In the event a grievance is presented by the Association on behalf of a class of unit members or an individual member, the President of the Association shall present evidence in the form of an affidavit indicating that the persons affected by the grievance have been notified in writing of the filing of same.

2. Written Decisions

Decisions rendered at Levels Two and Three which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE, unless the grievant elects to have an open public meeting at only level three of the grievance procedure - Board of Education level.

ARTICLE V - SALARIES

The salaries of all employees covered by this Agreement are set forth in: Schedule A 2009-2010, Schedule B 2010-2011, and Schedule C 2011-2012

Extra duty/extra pay salaries are set forth in Schedule D for the period 2009–2012.

The salaries for the Association shall be formulated by the following:

Each employee shall remain at their current step with their increase based on an equal percentage distribution of monies of the proposed settlement in each year.

The distribution of monies shall be equal percentage for each full time employee and pro rated for part time employees in each of the three years.

All 12-month employees whose anniversary date of employment occurs on or before December 31st of any year shall be entitled to a full increment. All employees whose anniversary date of employment occurs after January 1st of any year shall not be entitled to an increment. The same rule shall apply as it relates to the payment of a service adjustment.

Promotions

A secretary assigned full-time to one of the following administrators shall receive the following additional increments. These increments are the number of additional increments over the base increment the secretary is normally entitled to. The maximum number of increments that a secretary may be granted during the course of his/her aggregate employment is three (3) increments. This provision shall not apply if the administrator is in an “acting” position.

For example: If a regular secretary becomes secretary to a director, she/he shall receive three (3) additional increments above her/his regular increment. If a secretary to a principal, who has already received two (2) additional increments, becomes secretary to a director, she/he will receive one (1) additional increment.

- A. Vice Principal, Building Supervisor/Dean one (1) additional increment
- B. Principal, District Supervisor two (2) additional increments
- C. Director three (3) additional increments

ARTICLE VI - EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees here under shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. This shall not deprive the Board its right to reduce the work force as the Board deems appropriate.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VII - INSURANCE PROTECTION

The Board shall provide and pay the cost of health benefits insurance as listed below or its equivalent for each regularly employed full-time secretary (20 hours per week or more) subject to all of the rules and regulations of the appropriate program:

EMPLOYEES HIRED JANUARY 1, 1992, OR THEREAFTER

- A. New employees hired January 1, 1992, and thereafter shall receive the following health benefits subject to all of the rules and regulations of the New Jersey School Employees Health Benefits Program, or its equivalent, as administered by the New Jersey Division of Pensions.
 - a) Year one (1) of employment -
 - 1. SEHBP or its equivalent
 - 2. Dental-Orthodontic Services
 - 3. Prescription \$ 5.00 co-pay
 - b) Year two (2) of employment -
 - 1. Benefits as set forth for year one (1)
 - 2. Vision Care Insurance

The coverage for each secretary shall include the employee and eligible family members.

Any employee whose initial date of employment occurs on or before December 31 of any year shall be considered as having completed a full year of employment, and accordingly shall be eligible effective July 1 for year two (2) health benefits.

Any employee whose initial date of employment occurs after January 1 of any year, shall not be considered as having completed the first year of employment and, accordingly, shall receive as of

July 1, year one (1) health benefits.

EMPLOYEES HIRED PRIOR TO JANUARY 1, 1992

A. SEHPB or its equivalent.

B. DENTAL INSURANCE

The Board shall provide for each employee and eligible family members, a dental plan administered by a company chosen by the Board with the following coverage:

Maximum benefit per individual per policy year -
\$1,500 - No deductible.
Preventive and Diagnostic Services - 100%
Remaining Basic Services - 100%
Crowns - 100%
Prosthodontic Services - 80%
Orthodontic Services - 50% (maximum \$2,000)

C. PRESCRIPTION DRUG INSURANCE

The Board shall provide and pay the cost of prescription drug insurance for each regularly employed full-time secretary (20 hours per week or more) subject to all of the rules and regulations of the program, and such coverage for each secretary shall include the employee and eligible family members with a \$1.00 per prescription deductible.

D. VISION CARE INSURANCE

The Board shall provide and pay the cost of vision care insurance for each regularly employed secretary (20 hours per week or more) subject to all of the rules and regulations of the program, and such coverage for each secretary shall include the employee and eligible family members. The Plan will cover an examination up to \$60 and lenses and frames at:

\$100 - single lenses and frames
\$115 - bifocal and frames
\$125 - trifocal and frames
\$160 - lenticular and frames [Every twelve (12) months]

E. DISABILITY

The Board shall provide and pay the cost of Disability for each regularly employed full-time secretary (20 hours per week or more) subject to all of the rules and regulations of the program, 60% of monthly Base (\$3,500 maximum) ninety (90) days elimination period or accumulated sick days whichever is greater. 3% cost of living adjustment shall not be provided by the insurance carrier. However, the Board shall provide the 3% cost of living adjustment subject to the following conditions:

I. Eligibility

An insured will be eligible for the cost of living adjustments if she/he:

- a. is receiving benefits on July 1st; and
- b. has been disabled for one complete calendar year.

The insured will be eligible for additional cost of living adjustments on each subsequent July 1 if she/he is continuously receiving benefits under this policy. Adjustments may be made as long as the insured is receiving benefits.

II. Adjustment Amount

The insured's net monthly benefit will be increased by 3%. Each adjustment will be added to the insured's net monthly benefit and will be paid monthly.

III. Maximum Monthly Benefit

Cost of living adjustment increases are not subject to the maximum monthly benefit.

F. ENROLLMENT

Insurance as provided in paragraphs A, B, C, D, and E above shall commence at the first enrollment period following the secretary's appointment in accordance with the rules and regulations of the program. Each secretary shall be solely responsible for completing all prescribed enrollment application forms and/or changes in enrollment status in accordance with the rules and regulations of the program.

G. The Board shall consult with the Association with respect to the selection of insurance carriers. If the Association has any objection to the carrier selected by the Board, it shall notify the Board in writing of said objection.

H. The Board shall reimburse a full-time secretarial employee for the cost of a complete physical examination and/or optical examination providing such reimbursement does not exceed \$250.00 per year beyond the amount covered by the health insurance carrier(s). A full-time employee is defined as an employee who regularly works twenty (20) or more hours per week. Payment will be made only upon presentation of physician's receipt and the medical insurance reimbursement form, *Customer's Explanation of Benefits*, submitted no later than ninety (90) days following the date of examination by the employee.

ARTICLE VIII – DAILY WORK HOURS AND WORK SCHEDULES

A. Office hours for secretaries shall be:

Work hours may be offered between the hours of
7:30 am and 4:30 pm..... September through June
(One hour for lunch and not to exceed 8 hours per day)

Work hours outside of an 8:00 am to 4:00 pm (i.e., between 7:30 am to 4:30 pm) schedule would be determined by the Principal or Administrator in AGREEMENT with the employee. Should the employee be unable to flex his or her hours, there shall be no reprisals against the employee. However, if no secretary agrees to a flex schedule, the Administrator may appoint one for coverage.

- 8:00 a.m. to 3:00 p.m. School vacation days [one (1) hour for lunch] when students are not in attendance except during the February winter break and the April spring break when the hours shall be 8:00 am to 4:00 pm.
- 8:00 a.m. to 4:00 p.m. Commences on the first full week in June or July when students and teachers are not present. One half-hour lunch Monday through Thursday or Tuesday through Friday. All offices will be open five (5) days per week during the summer vacation period.

B. A summer secretarial rotation schedule, which shall assign secretaries four (4) consecutive days; i.e., Monday-Thursday, Tuesday-Friday, will be developed at the discretion of the administration so as to provide secretarial coverage of the offices in each of the schools/programs during the summer period. Working hours during this period shall be in accord with paragraph "A" of this article.

The Principal or his/her designee, shall establish a lunch time schedule for secretaries to assure office coverage throughout the scheduled school day.

The employer and the employee may by mutual agreement work out an equivalent work week not to exceed the number of hours as stated above.

C. Atypical Schedule -Limited to the Adult Education Center (Evening School) and special programs as designated by the Superintendent of Schools or his/her designee.

The Atypical Schedule stipend, Schedule D, shall be awarded to secretaries who meet the following criteria:

- 1) Administration shall determine the need for an atypical schedule.
- 2) The time adjustment deviates from the daily hours (i.e. 1:00 p.m. - 9:00 p.m.).
- 3) The secretary is required to work more than nine (9) months of the twelve (12) month school year, on an atypical schedule

D. Extended Day Schedule:

The Extended Day Schedule stipend, Schedule D, shall be awarded to secretaries who meet the following criteria:

- 1) Administration shall determine the need for an extended day schedule.
- 2) The time adjustment deviates from the daily hours (8:00 a.m.–4:00 p.m.) by a minimum of one hour (i.e., 8:00 a.m.–5:00 p.m.).
- 3) The secretary is required to work more than nine (9) months of the twelve (12) month school year, in an extended day schedule.

ARTICLE IX - OVERTIME

Overtime compensation will be computed on the individual's annual salary. Straight time will be paid for overtime up to forty (40) hours worked in any one week. Time and one-half will be paid for overtime worked beyond a forty-hour week.

Any claim for overtime compensation must be for work performed at the request of a secretary's supervisor. In each case of overtime, the supervisor must notify the Superintendent of Schools or his/her designee in advance and in writing with a certificate of services rendered.

ARTICLE X - VACATION SCHEDULE

1. All twelve (12) month secretarial employees shall be entitled to the following vacations:

After 1 year of employment	10 days
After 5 years of employment	15 days
After 10 years of employment	20 days
After 15 years of employment	23 days

Employees hired on or before July 1, 1994, will receive twenty-two (22) vacation days after twelve (12) years.

2. In determining the number of contract years worked any period of initial employment greater than one-half a contract year will be considered a full contract year for vacation purposes. Individuals employed for less than six (6) months or individuals terminating employment in the District shall have vacation days prorated.
3. All earned vacations should be scheduled and filed in writing with the supervisor three (3) weeks prior to said vacation. Employees shall be entitled to take their vacation days between July 1 and June 30. Vacation time shall not accumulate if not used unless approved for carryover for eligible employees.

An employee shall not be deprived of any earned vacation time by the employer.

No request for use of vacation or compensatory time will be granted during the last week or first week of school. All requests for vacation time must be approved in advance by the immediate Supervisor and the Superintendent of Schools or his/her designee.

Secretaries are entitled to:

- A) Ten (10) days vacation—must take all vacation entitlement when school is not in session unless approved by the Superintendent of Schools or his/her designee.
- B) Fifteen (15) days vacation—five (5) days may be taken while school is in session if approved by the immediate Supervisor and the Superintendent or his/her designee. The balance of vacation days must be taken when school is not in session. Exceptions may be granted by the Superintendent of Schools or his/her designee for good cause.

- C) Twenty (20) or more days vacation—five (5) days may be taken while school is in session if approval is granted by the immediate Supervisor and the Superintendent or his/her designee. Exceptions may be granted by the Superintendent or his/her designee for good cause.
- 4. Vacation Carryover—All secretarial employees may carry up to five (5) vacation days annually over to the following year. Such days must be used prior to June 30 of the following year. Days not utilized by this date will be lost.

ARTICLE XI - HOLIDAYS

- 1. The following days shall be considered holidays or days off with pay for all members of this bargaining unit. When such holidays fall on a weekend, the school calendar shall determine the holiday status.

Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Columbus Day	New Year's Day
Rosh Hashanah (1 day)	Martin Luther King's Day
Yom Kippur (1 day)	Lincoln's Birthday
Election Day	Washington's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day

- 2. Secretaries shall be permitted to leave work one-half (1/2) hour after all students have left the campus on the days prior to the Thanksgiving and Christmas holidays. On these days, there will be no lunch time. However, secretaries who are not assigned to a school site will follow District dismissal time.
- 3. The school offices may remain open during Christmas and Spring vacations. However, each employee may have three (3) days off during the Christmas vacation period and one (1) day during the Spring vacation period. The Superintendent of Schools shall have the authority to require the use of four (4) compensatory days during the course of the school year.

ARTICLE XII - SCHOOL CLOSINGS

School Closing: On days when school is closed due to weather conditions or such emergencies and it is determined that secretarial coverage is needed, the Board shall have the right to assign a secretary. In the event the Operations' Office secretary is required to report, she/he shall be given compensatory time.

On days when school is closed due to severe weather conditions, secretarial personnel will not be required to work.

On days when school is closed due to "unsafe" conditions, as determined by the Superintendent of Schools or his/her designee, secretarial personnel will not be required to work.

If an emergency affects only a single building or site, the Superintendent of Schools or his/her designee shall have the discretion to release staff at that building or site, while other district staff in non-emergency buildings or sites, continue to work.

If the students have a delayed school opening, staff reports to work at their regularly scheduled times, unless directed by the Superintendent of Schools or his/her designee.

If students are dismissed early due to inclement weather, secretaries will be dismissed one-half hour (1/2) after students have safely left the campus. However, secretaries who are not assigned to a school site will follow District dismissal time.

ARTICLE XIII - SICK LEAVE

A. All regularly employed 12-month personnel shall be entitled to twelve (12) days sick leave per year with full pay.

Note: Prorated for twelve (12) month staff employed for less than twelve (12) months—one (1) day per month.

B. All unused days shall be cumulative.

C. If a personal illness exceeds the amount of accumulated sick leave the Board by special action may grant additional sick leave.

D. A doctor's certificate may be required for absences caused by personal illness for more than three (3) consecutive days.

E. Secretaries, who leave school early due to illness or any personal emergency, will not be charged with sick days on the first two (2) occasions. Thereafter, however, a secretary will be charged a full sick day regardless of the time she/he leaves school.

F. Employees with less than twenty (20) years of service in the school district who are retiring under PERS—"Regular Service Retirement" shall be paid for accumulated sick days in accord with the following:

- one-half accumulated sick days times the current per diem rate to a maximum of \$9,000

Employees with twenty (20) or more years of service in the school district who are retiring under PERS—"Regular Service Retirement", and provide 60 days or more notice as to their date of retirement, shall be paid for accumulated sick days in accord with the following:

One (1) additional sick day shall be granted for each year of service in this school district. Secretaries hired on or after July 1, 2009, are not eligible for this additional sick day.

- accumulated sick days times the current per diem rate to a maximum of \$9,000

The total amount payable for accumulated sick days to any retiring secretary under either formula of this Article shall not exceed \$9,000. Additionally, the total amount payable to all retiring secretaries for this benefit in any fiscal year shall not exceed:

2009-2010	Cap of \$54,000
2010-2011	Cap of \$54,000
2011-2012	Cap of \$54,000

In any year, when there are insufficient funds available for this benefit due to the number of retiring secretaries, the cap amount shall be prorated equally to the retiring secretaries.

Secretaries who exceed nine (9) sick days of absence in their last twelve (12) months of employment will not be eligible for this benefit. This limitation may be waived if the secretary provides satisfactory medical documentation to the Superintendent of Schools. The Superintendent's decision is not subject to grievance.

G. Secretarial Attendance Incentive:

Secretarial staff with eighty-five (85) or more accumulated sick days shall be eligible to sell back a maximum of ten (10) sick days per year in accord with the following schedule:

<u>Eligibility Requirement</u>	<u>Value per Day</u>	<u>Maximum Payment</u>
1 day absent	\$125	\$1250
2 days absent	\$100	\$1000
3 days absent	\$ 90	\$900

ARTICLE XIV - EXTENDED LEAVES OF ABSENCE

- A. Leaves of absence without pay may be granted by the Board for good reason. All requests, extensions, or renewals of leaves shall be applied for and granted in writing.
- B. All benefits to which an employee was entitled at the time her/his leave of absence commenced, including unused accumulated sick leave, shall be restored upon her/his return and an attempt shall be made to assign her/him to a similar position previously held at the time said leave commenced.

ARTICLE XV - REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any reduction in rank and/or job classification regardless of compensation shall be subject to the grievance procedure (Article IV).
- C. This shall not deprive the Board of its right to reduce the work force as the Board deems appropriate.

ARTICLE XVI - VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

The Superintendent of Schools or his/her designee shall post in all schools and programs a list of position openings as they are known.

B. Filing Requests

Employees who desire to transfer to another building/program may file a written statement with the Superintendent of Schools and/or the Director of Human Resources. Such statement shall include the school or programs to which she/he desires to be transferred, in order of preference.

ARTICLE XVII - RETIREMENT

Each member of the secretarial staff shall present his/her resignation in writing sixty (60) days before retirement, giving the effective date of same. The said effective date may be advanced according to the number of vacation days due at the time of retirement. An "award" of one day of vacation for each year of service to the school district will be given at retirement. Secretaries hired on or after July 1, 2009, are not eligible for the "award" of one day of vacation for each year of service to the school district.

Staff working more than six (6) months in the last year of employment to be given credit for full year for vacation entitlement purposes.

ARTICLE XVIII - TEMPORARY LEAVES OF ABSENCE

The Superintendent of Schools or his/her designee may grant to any regularly employed member of the secretarial staff, temporary or emergency leave, non-cumulative, each year, with pay, for the following reasons:

- A. For death in the immediate family, the employee shall be entitled to four (4) days leave of absence. Immediate family shall be defined as including only the following: husband or wife, children, mother or father, grandparents, brothers or sisters, mother-in-law or father-in-law, and other relatives if those relatives are residing in the same domicile with the employee at the time of death.
- B. The employee shall receive one (1) day leave of absence in the event of a death of a relative not a member of the immediate family.
- C. The employee shall receive one (1) day leave of absence in the event of a death of a friend. Such leave may be utilized only once per year.
- D. Personal business or religious reasons – Four (4) days –non-cumulative. A personal business day cannot be taken during the five (5) days prior to the closing of school in June, nor immediately before or after any school holiday or vacation. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools or his/her designee may be granted. In any year in which none of these four (4) days are used, one (1) additional sick day shall be added to the employee's accumulated sick leave account.

ARTICLE XIX - COMPENSATION FOR PART TIME SECRETARY

Pay for part time secretaries shall be on a per diem basis based upon the secretarial guide as set forth in Schedule A, 2009-2010, Schedule B, 2010-2011, and Schedule C, 2011-2012.

ARTICLE XX - DEDUCTION FROM SALARY

Association Payroll Dues Deductions

The Board agrees to deduct dues from the salaries of its employees as per Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the New Jersey State Department of Education.

ARTICLE XXI - PROFESSIONAL IMPROVEMENT AND TUITION REIMBURSEMENT

- A. The Board upon recommendation of the Superintendent will grant during the term of this agreement up to \$300 for tuition reimbursement per year to any full-time secretarial employee who satisfactorily completes an approved course or seminar directly related to employment as approved in advance or within five (5) working days of registration for the course by the Superintendent of Schools or his/her designee. Payment will be made upon presentation of an official college transcript or other evidence of satisfactory completion of a program and an official receipt of tuition payment. All claims for reimbursement (tuition) must be submitted no later than ninety (90) days following the completion of the program for which tuition was paid.
- B. Achievement/Incentive Bonus of \$350 per year will be paid to a secretary who takes a course or seminar that is deemed to significantly enhance knowledge or skill in a secretary's current position. To be eligible for the bonus, the course or seminar must be mutually agreed upon by the administrator and the secretary. The secretary must receive a certificate of completion and/or attendance at the end of the course or seminar. This payment shall be non-salary single payment which shall be non-cumulative in subsequent school years.
- C. Upon completion of a program at an accredited college or university in which a secretary, with the prior approval of the Superintendent or his/her designee, earns an Associates Degree directly related to employment shall be eligible to move up one step on the salary guide upon the presentation of an official college transcript, grade point average of 3.0 or higher and proof of payment. To be eligible all credits must be earned after July 1, 2006.

ARTICLE XXII - REPRESENTATION FEE

A. Purpose of Fee

Effective January 1, 1981, 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 in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount 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 equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section "B" above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

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

ARTICLE XXIII - SENIORITY CLAUSE

- A. Seniority:** School district seniority for tenured employees shall be defined as service by said employee in the school district. Seniority shall accrue from the initial date of employment.

An appointed employee shall lose all accumulated school district seniority if she/he resigns or is discharged for cause, irrespective of whether she/he is subsequently rehired by the school district.

- B.** In the event of a reduction in force, including reductions caused by the discontinuance of a facility or district relocation, the employee shall be laid off in the inverse order of seniority of the employee.
- C.** In the event that a vacancy occurs, a laid off employee shall be entitled to recall thereto in the order of her/his school district seniority.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

A. 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 applications shall continue in full force and effect.

B. Printing Agreement

The printing of 100 contracts in booklet form, the cost of which will be borne equally by the Board and the Association.

C. Association Rights and Privileges

The President of the Association, or his/her officer-designee, will be granted a total of five (5) days or equivalent, annually for official Association business. Additional time may be granted at the discretion of the Superintendent of Schools or his/her designees. Adequate prior notice on the request for leave form, except in case of emergency, shall be submitted to the Superintendent of Schools' office. Emergency situations shall be determined by mutual consent of the Superintendent of Schools or his/her designee and the Association President.

D. Notice

Whenever any notice is required by either of the Parties to the Agreement to the other, such notice requirements may be satisfied by personal delivery or by certified mail, return receipt requested.

NOTICE OF TERMINATION: Thirty (30) days requirement either by the Board of Education or employee.

ARTICLE XXV - DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012.

THIS AGREEMENT shall be binding upon the parties when signed by their respective Presidents and attested to by their respective secretaries.

BERGEN COUNTY TECHNICAL SCHOOLS

SECRETARIAL SALARY GUIDE

2009-2010

SCHEDULE A

STEP	2009-2010
1	\$33,563
2	\$35,059
3	\$36,942
4	\$37,981
5	\$39,657
6	\$41,153
7	\$42,650
8	\$44,145
9	\$45,641
10	\$47,137
11	\$48,633
12	\$50,129
13	\$51,625
14	\$53,121
15	\$54,617
16	\$56,113
17	\$57,609
18	\$59,387

Service adjustments shall be as follows:

1. After ten (10) years of continuous service with the BCTS – \$600
2. After fifteen (15) years of continuous service with BCTS – \$1,050
3. After twenty (20) years of continuous service with BCTS – \$1,500

Annual increases in salary shall not be automatic but are subject to the recommendation of the principal or his/her designee and approval of the Superintendent of Schools or his/her designee.

All secretaries will stay on the same step for the duration of the
2009-2012 Bergen County Technical Schools Secretarial Personnel Association Contract

BERGEN COUNTY TECHNICAL SCHOOLS

SECRETARIAL SALARY GUIDE

2010-2011

SCHEDULE B

STEP	2010-2011
1	\$35,157
2	\$36,724
3	\$38,697
4	\$39,786
5	\$41,541
6	\$43,108
7	\$44,675
8	\$46,242
9	\$47,809
10	\$49,376
11	\$50,943
12	\$52,511
13	\$54,077
14	\$55,645
15	\$57,211
16	\$58,778
17	\$60,346
18	\$62,208

Service adjustments shall be as follows:

1. After ten (10) years of continuous service with the BCTS – \$600
2. After fifteen (15) years of continuous service with BCTS – \$1,050
3. After twenty (20) years of continuous service with BCTS – \$1,500

Annual increases in salary shall not be automatic but are subject to the recommendation of the principal or his/her designee and approval of the Superintendent of Schools or his/her designee.

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BERGEN COUNTY TECHNICAL SCHOOLS

SECRETARIAL SALARY GUIDE

2011-2012

SCHEDULE C

STEP	2011-2012
1	\$36,739
2	\$38,376
3	\$40,439
4	\$41,576
5	\$43,411
6	\$45,048
7	\$46,686
8	\$48,323
9	\$49,960
10	\$51,598
11	\$53,235
12	\$54,873
13	\$56,511
14	\$58,149
15	\$59,786
16	\$61,423
17	\$63,061
18	\$65,007

Service adjustments shall be as follows:

1. After ten (10) years of continuous service with the BCTS – \$600
2. After fifteen (15) years of continuous service with BCTS – \$1,050
3. After twenty (20) years of continuous service with BCTS – \$1,500

Annual increases in salary shall not be automatic but are subject to the recommendation of the principal or his/her designee and approval of the Superintendent of Schools or his/her designee.

All secretaries will stay on the same step for the duration of the
2009-2012 Bergen County Technical Schools Secretarial Personnel Association Contract

BERGEN COUNTY TECHNICAL SCHOOLS
EXTRA DUTY/EXTRA PAY SALARY GUIDE
2009-2012
SCHEDULE D

	2009-2010	2010-2011	2011-2012
District Substitute Call Service (Non-Pensionable)	\$6,930	\$7,259	\$7,586
Atypical Schedule (Pensionable)	\$7,004	\$7,337	\$7,667
Extended Day Schedule (Pensionable)	\$7,004	\$7,337	\$7,667

Back-up Substitute Caller stipend: \$15.74 per hour

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IN THE COUNTY OF BERGEN**

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BERGEN COUNTY TECHNICAL SCHOOLS**

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Board approved: 08/12/09