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Institute of Management  
Labor Relations

AUG 0 1985

RUTGERS UNIVERSITY

THIS DOES NOT  
CANCEL

1985 - 1987

CONTRACT AGREEMENT

between

BERGENFIELD BOARD OF EDUCATION

and

THE BERGENFIELD SUPERVISORS ASSOCIATION

July 1, 1985 - June 30, 1987

## INDEX

		PREAMBLE
ARTICLE	I	RECOGNITION
	II	NEGOTIATION PROCEDURES
	III	GRIEVANCE PROCEDURE
	IV	VACATION
	V	SALARIES & INSURANCE
	VI	MISCELLANEOUS PROVISIONS
	VII	DURATION
		SALARY SCHEDULE

**ARTICLE I**

**RECOGNITION**

The Board hereby recognizes the Bergenfield Supervisors Association as the exclusive negotiating representatives as defined under the laws of the State of New Jersey as written in Title 18A of the revised statutes annotated of the State of New Jersey and in accordance with Public Law #123, for all principals, assistant principals and directors.

The term "administrator" when used hereinafter shall refer to all professional employees represented by the Association in the negotiation unit as defined above.

## ARTICLE II

### NEGOTIATION PROCEDURES

Parties agree to enter into collective negotiations pursuant to Public Law #123, in a good faith offer to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the BSA is authorized to negotiate.

- a. The proposals of the BSA shall be put in writing and given to the Board no later than November 15.
- b. The Board answer in writing shall be forthcoming with any counter demands no later than November 30.
- c. The parties shall commence negotiations during the month of December.
- d. Either side shall have the right to utilize the services of consultants.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. As agreements are reached on items, they shall be reduced to writing and initialed by the duly authorized representatives of the Board and the BSA. All agreements reached during negotiations are tentative subject to ratification of the total contract by both the Board of Education and the BSA.

## ARTICLE III

### GRIEVANCE PROCEDURE

1. Any individual member of the Supervisors' Unit shall have the right to appeal the application of policies and administrative decisions affecting him/her as covered by this contract. Any person presenting a question or appeal in matters covered by this agreement shall be free from restraint, interference, coercion, discrimination or reprisal as a result of said question or appeal. He/she shall have the right to present his/her own appeal, or to designate another person or group of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal. Each side may have representatives at every meeting concerning a grievance.
2. The initial discussion shall be made with the individual's immediate supervisor. In the event that the nature of a grievance makes it inappropriate to follow the regular channel of this procedure, such grievance may be presented in writing to the next higher level. If the authority at this level considers the reason for by-passing the regular channels to be insufficient, he/she shall notify the complaining party of his/her decision so that the grievance may be presented through the regular channels.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school days, he/she shall set forth his/her complaint in writing to his/her immediate superior. His/her superior shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written complaint.
4. The employee may appeal his/her supervisor's decision to the Superintendent of Schools within thirty (30) school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Supervisor, shall confer with the concerned parties and upon request, with the employee or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) school days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor.
5. It is understood that at each level of administrative responsibility the question or grievance shall be reviewed from all aspects, hearing all sides of the problem so that a decision can be reached that is fair to all concerned.

ARTICLE III (Continued)

6. Again if mutual satisfaction is not obtained, an appeal by the employee may be presented, in writing, to the Board of Education, through the Superintendent of Schools within thirty (30) days of the Superintendent's written decision. If requested, the Board shall review the grievance by holding a closed hearing and render a decision, in writing, within thirty (30) school days.
7. Matters not settled at the level of the Board of Education then enter the procedures established by the Laws of the State Board of Education, relevant to such situations.
8. Any time limit stipulated above may be set aside with the mutual agreement of all parties.
9. The Association or Superintendent of Schools may initiate group grievances in which case the procedure outlined above shall be initiated. Arbitration grievances shall concern the application and interpretation of the terms of this agreement. In the case in which a grievance is submitted for arbitration, the arbitrator shall be selected from the panel of and pursuant to the rules of PERC, John Fitch Plaza, P.O. Box 2209, Trenton, New Jersey 08625. The opinion of the arbitrator shall be of an advisory nature and shall not be binding upon either party. Any costs arising out of arbitration shall be born equally between parties.

## ARTICLE IV

### VACATION

The Board of Education and the Association agree that it is the responsibility of the administrator to structure his/her time and organization to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the position and that any time limitation diminishes the position.

#### 12 month contract

1. The contract period shall be July 1 to June 30.
2. A twenty (20) day vacation for all administrators during the months of July and/or August provided such administrators shall have worked the full preceding contract year. Administrators with fifteen (15) or more years experience in Bergenfield are entitled to twenty two (22) days. The administrator shall submit the schedule sixty (60) days prior to July 1. The Superintendent must approve the vacation schedule thirty (30) days prior to July 1. Administrators who have worked for less than one (1) year shall have a vacation period on a pro rata basis.
3. Administrators may avail themselves of all holidays and recess periods as outlined in section 2 provided such does not interfere with their primary responsibilities (and providing administrative personnel is available at all times.)
4. School holidays are part of the regular vacation and are not to be counted as part of the total vacation days. Twelve month administrators will designate two (2) days during Winter, Mid-Winter and Spring recess when they will be present.

#### 10 month contract

1. Administrators shall be granted holidays and recess periods granted to teachers as per the yearly school calendar.
2. The contract period shall be September 1 to June 30.

ARTICLE V

SALARIES AND INSURANCE

The Board and the Association agree to the salary guide attached hereto and made a part of this agreement and shall apply to supervisory personnel so indicated for the duration of this agreement.

The Board further agrees to provide without cost to the employee:

- A. The Public and School Employees Health Benefits Program administered through the New Jersey Division of Pensions under individual or family plan whichever is applicable to the employee.
- B. Family dental coverage for the employee and his/her eligible dependents under the New Jersey Dental Service Plan, U.C.R. Incentive Plan.
- C. A prescription drug plan shall be in effect for employees and their eligible dependents.
- D. Upon voluntary retirement employees with twelve (12) years or more service in the Bergenfield Schools will receive remuneration for accumulated sick days in accordance with the following schedule:

\$75.00 per day (\$11,250 maximum)

This item in effect until June 30, 1986.



## ARTICLE VI

### MISCELLANEOUS PROVISIONS

1. The Board of Education will notify the Association, in writing through the Superintendent of Schools, of any items initiated by any group which could change the administrative responsibilities of the Unit.
2. All members of the BSA will be evaluated at least once during every school year by the Superintendent, and/or the Supervisor of Curriculum and/or the Supervisor of Administration/Continuing Education.
3. Sick leave with pay shall be granted to all full time employees of the Board on the basis of thirteen (13) school days per year for each year of employment for those on a ten (10) month contract and thirteen (13) school days for those on a twelve (12) month contract.
4. All BSA members are encouraged to attend Board of Education meetings as well as Parents' Night, Open House, Orientation Programs, In-service training programs and will attend any school functions deemed necessary by the Superintendent.
5. The Board of Education will make every effort to include the President of the BSA, and/or his or her designee (s), in discussions involving possible elimination or major changes in working conditions of positions covered by this agreement. Nothing contained herein shall be construed to deny or restrict responsibilities under R.S. 18A or any other national, state, county district or local laws or regulations as they pertain to education.
6. The Superintendent of Schools or his/her designee will consider BSA member requests to attend respective annual, national, state or local association conferences. Such requests will be considered on an individual basis as reviewed by the Superintendent of Schools or his/her designee.
7. The Board shall provide a physical examination for each administrator covered by this agreement. Each administrator shall submit the name of his/her examining physician to the Board. The Board shall pay the cost of such an examination up to a maximum of \$150 per year or \$300 once during this contract.
8. 1. The normal in-school work day shall include a duty-free lunch period for all administrators.

ARTICLE VI (Continued)

8. 2. The Board of Education recognizes the right of each principal to the duty free lunch period and will provide for a certified person in each school to supervise the student lunch program and lunchroom aides.
3. When an emergency situation occurs and supervision is needed, the administrator involved will personally supervise the pupils' lunch period and will arrange for his/her lunch period at another time on that day.
9. The Board of Education will pay the dues for each member to one professional organization as approved by the Superintendent.

ARTICLE VII

DURATION

The provisions of the agreement shall be effective as of July 1, 1985 and shall remain in full force and effect until June 30, 1987, subject to the right of the Board and the Association to negotiate for a modification of this agreement as provided by law.

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries.

BERGENFIELD SUPERVISORS ASSOC.

BERGENFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

By \_\_\_\_\_  
SECRETARY

BERGENFIELD SUPERVISORS SALARY GUIDE

1985 - 1986

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
H.S. Prin. (12 mos.)	46,060	47,060	48,060	49,060	50,060	51,060	52,060	53,060	54,060
M.S. Prin. (12 mos.)	42,800	43,800	44,800	45,800	46,800	47,800	48,800	49,800	53,880
El. Prin. (10 mos.)	41,100	42,100	43,100	44,100	45,100	46,100	47,100	48,100	49,100
H.S. Asst. Prin. (12 mos.)	40,055	41,055	42,055	43,055	44,055	45,055	46,055	47,055	49,100
Directors (12 mos.)	41,100	42,100	43,100	44,100	45,100	46,100	47,100	48,100	49,100
M.S. Asst. Prin. (12 mos.)	37,940	38,940	39,940	40,940	41,940	42,940	43,940	44,940	45,940
Directors (10 mos.)	37,940	38,940	39,940	40,940	41,940	42,940	43,940	44,940	45,940

The Superintendent of Schools shall recommend and the Board of Education shall determine each newly appointed administrator's place on the salary guide based upon training and experience in comparable schools up to a maximum of three years. No administrator entering with experience outside the Bergenfield system shall be placed at a point higher on the scale than any administrator with equal experience and position within the system. This provision does not limit the prerogative of the Superintendent to recommend and the Board of Education to grant credit for more than three (3) years experience in situations deemed necessary for the good of the school system. Any person hired from within the Bergenfield school system for a BSA negotiated administrative position shall not be hired at a salary less than his or her present contract salary.

M+45 = \$400  
P.D. = 600  
M+60 = 800  
E.D.D. = 1,000 (maximum)

21 + years = \$500  
26 + years = 1,000 (maximum)

All B.S.A. members on maximum for 1985-1986 except for Middle School Principal and High School Assistant Principal who will be on step 8.

BERGENFIELD SUPERVISORS SALARY GUIDE

1986 - 1987

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
H.S. Prin. (12 mos.)	46,410	47,440	48,470	49,500	50,530	51,560	52,590	53,620	54,660	57,840
M.S. Prin. (12 mos.)	43,050	44,080	45,110	46,140	47,170	48,200	49,230	50,290	53,880	55,755
El. Prin. (10 mos.)	41,340	42,350	43,360	44,380	45,020	46,450	47,480	48,500	50,915	52,390
H.S. Asst. Prin. (12 mos.)	41,340	42,350	43,360	44,380	45,020	46,450	47,480	48,500	50,915	52,390
Directors (12 mos.)	41,340	42,350	43,360	44,380	45,020	46,450	47,480	48,500	50,915	52,390
M.S. Asst. Prin. (12 mos.)	38,050	39,080	40,110	41,140	42,170	43,200	44,230	45,260	46,300	49,020
Directors (10 mos.)	38,050	39,080	40,110	41,140	42,170	43,200	44,230	45,260	46,300	49,020

The Superintendent of Schools shall recommend and the Board of Education shall determine each newly appointed administrator's place on the salary guide based upon training and experience in comparable schools up to a maximum of three years. No administrator entering with experience outside the Bergenfield system shall be placed at a point higher on the scale than any administrator with equal experience and position within the system. This provision does not limit the prerogative of the Superintendent to recommend and the Board of Education to grant credit for more than three (3) years experience in situations deemed necessary for the good of the school system. Any person hired from within the Bergenfield school system for a BSA negotiated administrative position shall not be hired at a salary less than his or her present contract salary.

M+45 = \$450  
P.D. = 650  
M+60 = 850  
E.D.D. = 1,050 (maximum)

21 + years = \$500  
26 + years = 1,000 (maximum)