

AGREEMENT

Between

BOARD OF EDUCATION OF THE CITY OF BAYONNE

And

BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION

Representing 10-Month Secretaries

Effective: September 1, 2007 through August 31, 2010

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AGREEMENT

THIS AGREEMENT, made this 28th day of January 2008, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Board", and the BAYONNE TEACHERS ASSOCIATION, NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE 1

RECOGNITION

This Board recognizes the Bayonne Teachers Association, New Jersey Education Association, National Education Association, exclusive bargaining agent, pursuant to the New Jersey Employer-Employee Relations Act, concerning negotiations for terms and conditions of employment, including, but not limited to salaries for all ten (10) month secretarial and clerical employees.

But Excluding: Central office 12-month secretarial and clerical employees and all other Board of Education personnel not certified by the State Education Department.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

2:1 The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, marital status, or membership, participation in, or lack of participation in, association with, or lack of association with, the activities of any employee organization.

2:2 The Board agrees that employee application forms and oral interview procedure shall omit therefrom any reference to the applicant's membership in an employee organization.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A grievance shall mean a complaint by an employee that:

(a) There is a violation, misinterpretation, or misapplication of the provisions of this Agreement, or of the policy as established in the Rules and Regulations of the School Board; or

(b) An employee's health or safety is jeopardized

by conditions which reasonably should be corrected by the employer. As used in this article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Bayonne Teachers Association.

3:2 Procedures:

3:2.1 An employee shall first discuss the problem with the school official serving as his immediate superior. If the matter is not satisfactorily adjusted within two (2) school days, the employee shall submit it in writing within five (5) school days to such immediate superior, above, for a satisfactory adjustment.

3:2.2 Such immediate superior may request a meeting with the employee and an Association representative prior to making his decision, but, in any event, such superior must

render his decision in writing, with copies to the employee and the Association within five (5) school days of the submission to him by the employee.

3:2.3 Failing satisfactory settlement within such time, the aggrieved employee, if his immediate superior is not his school principal, may, within five (5) school days, appeal to his school principal, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

3:2.4 Such school principal, or his designated representative, shall meet with the employee and an Association representative within five (5) school days after receipt by him of such appeal, and shall give his decision in writing to the employee and the Association within five (5) school days of such meeting.

3:2.5 An employee assigned to any school, failing satisfactory settlement after submission of his grievance to his school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his grievance to his immediate superior within the time prescribed hereby, the aggrieved employee may, within five (5) school days, appeal to the Superintendent, or his designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this subparagraph is based.

3:2.6 The Superintendent and/or his representative shall meet with the employee and an Association representative within twenty (20) calendar days (which may include ten (10) school) days of the receipt by him of such appeal, and shall give his decision, in writing to the employee and the Association within ten (10) school days of such meeting.

3:2.7 If the employee is dissatisfied with the decision of the Superintendent and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two (2) weeks after the decision, in writing, by the Superintendent. An employee, in order to process his grievance beyond level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

3:3 Procedure for Securing the Services of an Arbitrator: The following procedure will be used to secure the services of an arbitrator:

3:3.1 A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:3.2 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

3:3.3 If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, Public Employment Relations Commission may be requested by either party to designate an arbitrator.

3:3.4 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 of any policy of the Board. He shall have the power to make appropriate compensatory awards. The findings of the arbitrator shall be binding upon the parties. Only the Board, the aggrieved, and his representatives shall be given copies of the Arbitrator's

report and recommendations. This shall be accomplished within thirty (30) school days of the completion of the arbitrator's hearings.

3:4 Costs:

3:4.1 Each party shall bear the total cost incurred by themselves.

3:4.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3:5 Content of Forms:

When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions, (d) his dissatisfaction with decisions previously rendered, and (e) the relief sought by the grievant.

3:6 Resolution of Difference by Peaceful Means: The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement, its terms and conditions, will not engage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

3:7 General Provisions and Time Limits:

3:7.1 Any grievance, as defined in 3:1.1 above, not presented for disposition through the grievance procedure described under 3:2 above, within ninety (90) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement.

Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Association.

3:7.2 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford a fair and reasonable opportunity for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as an aggrieved employee or employees, the appropriate Association representatives, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay.

3:7.3 The Association shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

3:7.4 In the event the grievance arises out of the alleged action of an individual other than the school principal, the grievance shall be initiated with that official.

ARTICLE 4

ASSOCIATION RIGHTS

4:1 Use of School Facilities:

4:1.1 The Association shall have the right to use the inter-school mail for official Association notices and business. Only officials of the Association designated by the President of the Association shall make use of such school mail providing a delivery is to be

made to the same destination. The Association mail will be delivered only to the Main Office of the School designated. The service is to be used only when necessary.

4:1.2 Aside from having the right to call meetings before and after school, in each school, the Association may schedule such meetings during appropriate lunch hours, should occasions arise, provided said meetings do not interfere with the proper operation of the school system.

4:1.3 A designated Association representative shall have the right to use duplicating equipment when such equipment is not otherwise in use. The Association will supply its own material.

4:1.4 Announcement of Association meetings may be made on the P.A. System prior to and at the end of each working day.

4:1.5 The Association accepts responsibility for all official Association correspondence, notices and announcements as set forth in 1 and 2.

4:2 Release Time for Association Official:

4:2.1 This official shall have free access to all buildings subject to the following limitations:

- (a) The Principal shall be notified of each visit upon arrival.
- (b) Such visit shall not disrupt the educational process in any way.
- (c) The person on released time must get official acknowledgment that she signed out of the last building visited at the

end of the school day.

4:2.2 Dependent upon operational needs of the School District, two (2) members of the bargaining unit may be granted a leave of absence without pay up to two (2) years to work for the Bayonne Teachers Association, New Jersey Education Association or National Education Association. Said leave of absence may be renewed for an additional period of time at the option of the Board.

4:3 School Meetings:

Upon request to the Building Principal, the Association will be allowed the use of school facilities for business meetings to be held at other than working time.

4:4 General Provisions:

4:4.1 The Board agrees to make available to the Association, upon reasonable request, any information currently in its possession which is a matter of public record.

4:5 Dues Deduction:

The Board agrees to deduct from the salary of its employees dues for the Association as said employees individually and voluntarily authorize the Board to deduct and transmit the monies promptly to the Association in accordance with Chapter 310, Laws of 1967. The Association agrees to hold the Board harmless in the event of any claims arising out of their actions under the Section.

4:6 Representation Fee:

4:6.1 A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee:

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fees should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee 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 paycheck paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining position during the preceding 30 day period. The list will include names, job titles, payroll school and dates of employment for all such employees.

- D. The Association agrees that it will indemnify and save harmless the Board against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Board at the request of the Association under this Article.

4:7 Association Information:

4:7.1 The Association shall receive a copy of the official agenda of Board meetings prior to the Board meetings, and shall receive a copy of the minutes of each meeting of the Board.

ARTICLE 5

WORKING CONDITIONS

5:1 Fair Employment Practices:

5:1.1 No secretary or employee shall be suspended or terminated except in accordance with State law.

5:1.2 The school secretary or clerk is not to be left alone in the building after school is dismissed.

5:2 Transfer Policy:

5:2.1 Transfers within the system shall be subject to the following rules:

- (a) All employees shall have the right to request a transfer. Such request may indicate preference of assignment.
- (b) Transfer requests should be made in writing to the building Principal who will forward same to the Superintendent with his recommendations, without delay. Some reason for the transfer should be specified in the written request.
- (c) The requestor may arrange a meeting with the Superintendent or Assistant Superintendent to consider or review the request before any action is taken.
- (d) Factors which may be considered in reviewing transfer requests are:

1. Background, training, knowledge, experience;
2. Length of full time service in the Bayonne City School District;
3. Date of Request.

5:2.2 The Board will consider and take action on transfer requests following the administrative review.

5:2.3 All transfers are subject to reevaluation during the first full year of service following any transfer that is approved.

5:2.4 All vacancies or new positions shall be posted in all buildings for a minimum of twenty (20) school days prior to permanently filling said vacancies. Presently employed school secretaries should be given consideration.

5:2.5 No transfers shall be made in an arbitrary or capricious manner.

5:3 Calendar:

Work Calendar shall be September 1st through June 30th annually, inclusive.

5:3.1 In the event a 10 month secretary/clerk is called in to work on a holiday or any other day when schools are closed (excepting summer vacation - July, August), such secretary/clerk shall be paid one two-hundredth of his/her annual salary for the current school year, with the option that compensatory time can be given in lieu of that salary for such time worked. Should a 10 month secretary/clerk be called in to work for one or more days during summer vacation (July, August), such secretary/clerk shall be paid one two-hundredth of his/her annual salary for the next school year, with the option that compensatory time can be given.

5:4 School Day:

5:4.1 Time: The working hours for ten month secretaries should be no more than seven and one-half (7-1/2) consecutive hours a day including one (1) hour for lunch.

5:4.2 In the event of an educational or physical emergency, the Board may adjust the employees hours. The hours to be worked during the school day as above set forth shall not be increased without mutual agreement of the Association and the Board. Said hours shall be served in a continuous manner.

5:4.3 The Board shall continue its past practice in securing a substitute in the event of an employee's absence.

5:5 Assignments:

5:5.1 Secretaries and clerks shall receive their tentative schedules for assignment for each school year on or before June 30th.

5:5.2 Rest Periods - All employees shall be guaranteed one (1) fifteen minute rest period a day to be scheduled by mutual agreement with her immediate supervisor.

5:6 Responsibility for Monies Collected:

The Board agrees that employees will be held harmless in the event monies they are required to collect are lost or stolen. There shall also be established a central collection area within each school for collection of said monies.

5:7 Evaluations and Personnel Files:

5:7.1 Evaluations and observations will be made openly.

5:7.2 Evaluations shall be signed by the employee to signify that they have had an opportunity to read the evaluation. Signatures shall not be construed to signify agreement with the evaluation.

5:7.3 Employees shall be involved in the development of the evaluation form.

5:7.4 An employee shall have the right to inspect specific items in her personnel file at reasonable times. However, employees shall not have the right to remove the file or any of its contents from the Administration offices. The inspection will take place in the presence of the Superintendent or his authorized designee.

5:7.5 The Board agrees that no derogatory information will be placed in an individual employee personnel file without the employee having an opportunity to see and reply to said information, with such reply to be placed in the personnel file.

5:7.6 The Board agrees to continue its policy of treating these personnel files confidentially. All employee files containing employee evaluations and materials relating to her performance shall be maintained under the following circumstances:

- (a) The Board shall provide to each employee copies of the records and reports described above.
- (b) In the event that the Board removes from the employee file materials which it deems to be confidential, a dated notation will be placed in the file stating which materials have been removed and the reason for removal.
- (c) Upon reasonable notice, each employee shall have the right to review and reproduce material in his personnel file. Reproduction of such materials may be made by hand or copying machine, if available. The Board reserves the right to charge a reasonable fee for reproduction.
- (d) The employee shall have the right to answer any material filed, and her answer shall be attached to the file copy.

5:7.7 All non-tenure employees shall be evaluated at least three (3) times a year. Two of these observations shall be completed by January 15th of each year. A conference shall be held with the employee following each observation and evaluation. If any remedial suggestions are necessary, they shall be discussed with the employee at this conference. The employee shall acknowledge by signature the time and contents of each observation conference.

5:7.8 P.L. 1971 c.436 requires Boards of Education to notify non-tenure employees prior to April 30th if the Board intends not to renew their contract. Failure to so notify will result in automatic contract renewal.

5:8 The Board will provide statutory protection for any employee assaulted while acting within the scope of his/her employment.

5:9 Employee facilities:

5:9.1 A clean, attractive, and comfortably furnished lounge shall be provided as at present.

5:9.2 Employees shall have access to a phone in the Principal's office should the need arise. Any personal toll calls are at the employee's expense, either reverse charges, or bill home telephone.

5:10 Pay for Travel:

Reasonable expenses for travel outside the District, at the request of the Superintendent, will be reimbursed by the Board at the current IRS mileage rate.

5:11 Employee's Notice by Superintendent:

Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that

employee in her office, position, or employment or the salary or any increments pertaining thereto, he shall be given written notice prior to such meeting containing written reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

5:12 Solicitations of Employees:

There shall be a minimum number of solicitations of employees on school grounds and school time.

5:13 Physical Examinations:

Any employee who is required by the Board to take a physical examination for any reason, shall have the cost of same paid by the Board.

5:14 Disruptive Students:

The Board is committed to full enforcement of 18A:37-2. Copies are available through the B.T.A. office.

ARTICLE 6

ABSENCES AND LEAVES

6:1 Definition:

As used in this Article, the terms mentioned below shall have the following meanings:

6:1.1 Sick Leave means the absence from his or her post of duty by an employee because of personal disability due to illness or injury, or because he or she has been excluded from said post by the school district's medical authorities by reason of a contagious disease or of being quarantined for such a disease in his or her immediate household.

6:1.2 A Day's Salary means one-two-hundredth of the annual salary in the case of employees whose annual salary is paid on a ten months' basis.

6:1.3 A year of Active Service means at least five months of actual service in any school year by an employee whose salary is paid on a ten months' basis.

6:2 Absence:

6:2.1 Any employee of the Board absent from his or her post of duty, except as hereinafter provided, shall forfeit his or her salary during such absence, and shall be liable to disciplinary action by the Board. A physician's certificate shall be required for absence because of personal illness when such absence exceeds three (3) consecutive school days or work days, as the case may be.

6:2.2 In case of absence due to personal illness, it shall be the duty of the Chief Medical Inspector to visit or cause a member of his staff to visit the employee so that he may be fully informed of the nature and severity of the illness, and to report the result of his investigation to the Superintendent of Schools. In the event that the Chief Medical Inspector shall report that all or any part of the absence is not due to personal illness or that the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall report same to the Board for such action as it may deem proper and just in the circumstances.

6:2.3 No deduction of salary of a regular employee shall be made for absences as follows:

- (a) Death in immediate family-not to exceed seven (7) consecutive calendar days immediately following the death. Immediate family shall be considered employee's spouse, parents, children (including adopted children), brother or sister, stepmother, stepfather or stepchildren.

- (b) Death of an employee's grandchild, not to exceed five (5) consecutive calendar days, one day of which must be the day of the funeral.
- (c) Death of an employee's or employee's spouse's grandparent, or an employee's mother-in-law or father-in-law, not to exceed three (3) consecutive calendar days, one day of which must be the day of the funeral.
- (d) Death of an employee's brother-in-law or sister-in-law, two (2) consecutive days, one (1) day which must be the day of the funeral. Death of employee's aunt, uncle, niece, or nephew, one (1) day which must be the day of the funeral.
- (e) Attendance at court under subpoena or other court order, provided said subpoena or other court order is filed with the Secretary of the Board, and except where the employee is a party to the suit.
- (f) One day for marriage of employee or member of immediate family. This day must be the exact day of the wedding or the calendar day immediately preceding or following the day of the wedding. If school is not in session on the date of the wedding or on either the day prior or subsequent to the wedding, there shall be no allowable absence with pay under this paragraph. It is understood that contractual use of personal days or unpaid leave in connection with a wedding is unencumbered by this paragraph.
- (g) A leave for personal business shall be granted to school employees for personal business upon notice to the Superintendent of Schools. Such leave shall not exceed two (2) days per school year, and does not become accumulative.

However, if such personal business days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee, and therefor treated as accumulated sick leave days. The aforesaid personal business days leave shall not be unreasonably denied.

6:3 Sick Leave:

Sick leave shall be allowed to all unit employees who are steadily employed by the Board on a yearly appointment or who are protected in their positions by tenure as follows:

6:3.1 Ten (10) days to be allowed per year for all employees.

6:3.2 Accumulated Days:

(a) From July 1, 1937 to July 1, 1954 unused days not to exceed five (5) days in each year are credited.

(b) From July 1, 1954, all unused days not to exceed ten (10) days in each year are accumulative.

Retiring employees having reached the age of 55 years with 20 years of service will be eligible to redeem upon retirement, accumulated sick leave days at the rate of Thirty-nine Dollars (\$39.00) per day subject to a maximum payment of Six Thousand Five Hundred Dollars (\$6,500.00). Effective September 1, 2004, Forty-two (\$42) per day subject to a maximum payment of Seven Thousand Dollars (\$7,000.00). Effective September 1, 2005, Forty-five (\$45) per day subject to a maximum payment of Seven Thousand Five Hundred Dollars (\$7,500.00).

6:3.3 Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.

6:3.4 The record kept in the office of the Superintendent of Schools shall determine the number of accumulated days to the credit of the employee. Each employee shall be notified of all accumulated leave by October 15th of each school year. In the event that a former employee of the Board is re-employed by the Board, he shall not be entitled to any accumulated sick leave days to his credit at the termination of his prior employment, but shall have the same status with reference to sick leave as that possessed by any person employed for the first time.

6:3.5 Absences on sick leave, in excess of accumulated leave, shall be granted to tenure employees only at the discretion of the Board as set forth in Paragraph 6:3.6.

6:3.6 After accumulated leave is exhausted, the next month shall be at one-half pay of such employee.

If further sick leave is requested and approved, the same shall be at the rate of three-fourths pay of such employee for a period not to exceed one (1) year, and payable in the same manner in which said employee is being paid.

6:3.7 The leaves provided for in 6:3 shall be granted only upon the following conditions:

- (a) That the application for such leave be accompanied by a medical report of the attending physician containing a diagnosis and prognosis of the illness and a recommendation that such is necessary.
- (b) That both the Chief Medical Inspector and the Superintendent of Schools may recommend the Board grant each leave.

6:3.8 It shall be the duty of a School Medical Inspector to visit the employee to whom such leave has been granted at least once each month so that he may be fully informed of the nature and severity of the illness and to report the results of his investigation to the Superintendent of Schools. In the event that all or any part of the illness is not sufficiently severe to justify the absence or continued absence of such employee, the Superintendent of Schools shall promptly report same to the Board for such action as it may deem proper and just in the circumstances.

6:3.8.1 Experience Allowances:

(a) Allowance for a full year of experience on salary schedule for any school secretary serving five (5) months or more during school year.

(b) No adjustment allowance for any year in which a school secretary serves less than five (5) months.

(c) All other employees must serve at least six (6) months during school year to be entitled to an employment increment.

6:4 Substitute Employees Sick Days

6:4.1 Substitute Employees, who shall be given an extended assignment shall be allowed in each school year, after the first three months of consecutive service, non-cumulative sick leave at the rate of one (1) day per month of service in the year not to exceed seven (7) full days.

6:5 Maternity Leave:

6:5.1 Upon reasonable notice, any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth.

Said leave may commence after the expiration of entitled sick leave attendant upon delivery or the July of the school year immediately subsequent to the school year at delivery.

6:5.2 A maternity leave of absence shall be for a period of up to two (2) years, with option of an extension of one (1) year without pay. This shall also apply in the case of adoption.

6:5.3 If any employee on maternity leave shall again become pregnant before the expiration of her leave of absence, she shall forthwith apply for a new maternity leave of absence and the same rules which applied to the original maternity leave of absence shall govern the new request for maternity leave of absence.

6:5.4 An employee on maternity leave may return earlier provided she applied sixty (60) days prior to the date on which she wishes to return.

6:5.5 If any employee who has been granted a maternity leave of absence shall have lost her baby by reason of miscarriage, still-birth or death of the infant before the expiration of her leave of absence, the employee shall be restored by the Board to a position in the same classification which she held when the maternity leave was granted.

6:5.6 The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

6:5.7 After the birth of the child, an employee may have her name placed on the substitute list and shall receive the substitute per diem rate for which qualified.

6:6 Leaves of absence may be granted by the Board without pay for period not exceeding one (1) year.

ARTICLE 7

HEALTH CARE

7:1 Medical Coverage:

The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross, (for Hospital Costs), and Prudential "Major Medical Wrap-Around Plan." In addition, the Board agrees to pay one hundred percent (100%) for family coverage for all employees whose employment commenced before the 1995-96 school year.

All employees whose employment commences with the 1995-96 school year shall receive employee-only health benefits coverage (prescription, medical and dental) for the first three (3) years of employment with the Board, with an option to purchase family coverage at the COBRA rate established by the Board each year. These employees shall receive the same health benefits as other bargaining unit members commencing with the fourth year of employment.

The present medical coverage deductibles shall be increased to \$125 per year employee deductible and \$250 per year family deductible, effective September 1, 1995, for all employees.

7:1.1 In addition the Board agrees to pay 100 percent cost for a prescription plan, family coverage, which shall provide for a ten (\$10.00) dollar co-pay non-generic prescriptions; six (\$6.00) dollar co-pay generic prescriptions; and a two \$2.00) co-pay on mail order prescriptions of 90-day duration or longer.

7:1.2 Dental Plan - The Board will continue to pay 100% single and family coverage on Prudential Plan #3.

7:2 Employee's Absence:

In the case of absence, the employee involved shall notify a central answering service prior to 7:00 a.m. Between 7:00 a.m. and 7:45 a.m. the employee is to call his/her Principal or his/her school.

7.3 Any employee working less than three fifths (3/5ths) of a schedule shall not receive the benefits of the Article.

7.4 Any changes in coverage must be sent to the BTA prior to the implementation of the change.

ARTICLE 8

SALARY GUIDE

	Year 1	Year 2	Year 3	Year 4
Step	2006-2007	2007-2008	2008-2009	2009-2010
1	26,264	27,315	28,408	29,544
2	26,764	27,835	28,948	30,106
3	26,971	28,050	29,172	30,339
4	27,178	28,265	29,395	30,571
5	27,384	28,479	29,618	30,803
6	27,601	28,705	29,853	31,047
7	27,926	29,043	30,204	31,412
8	28,361	29,495	30,675	31,902
9	28,879	30,034	31,235	32,484
10	29,892	30,568	31,790	33,062
11	32,371	33,666	35,012	36,412
12	35,758	37,188	38,675	40,222
13	39,146	40,712	42,340	44,034
14	48,708	50,656	52,683	54,790

Longevity

	Effective 9/1/2006	Effective 9/1/2007	Effective 9/1/2008	Effective 9/1/2009
After 10 years	\$600	\$700	\$800	\$900
After 15 years	\$1,600	\$1,900	\$2,200	\$2,500
After 20 years	\$2,100	\$2,400	\$2,700	\$3,000
After 25 years	\$2,700	\$3,000	\$3,300	\$3,600
After 30 years	\$3,300	\$3,600	\$3,900	\$4,200

8:1.1 Pay Periods

Checks shall be delivered to the employee in the school where she is assigned on pay day.

8:1.2 Optional Payroll Deduction Plan - Each employee may individually elect to.....

have a fixed sum of money, determined by the employee, deducted from their salary.

Employees desiring these deductions must inform the Board of the amount to be deducted by

July 1 each year. These funds shall be placed in the employee's individual interest bearing

savings account at Pamrapo Savings and Loan Association each month to be drawn upon at the employee's discretion.

8:1.3 Summer Payment Plan. Commencing September 1, 1999, all ten-month employees may individually elect to divide their 10-month salary to be paid through the summer months. The calculation of the division will be based on the employee's monthly calculated salary less all monthly deductions (i.e. pension, taxes, etc.) as of September of the school year for which the deduction will take place. Two-twelfth's (2/12) of the net monthly amount will be deposited in a savings organization. The savings organization will issue four (4) checks to the employee during the summer with one check issued on the 15th and 30th of July and August.

8:1.4 Effective September 1, 1987, all secretaries entering the Bayonne System shall be placed on any whole step of the salary guide and proceed through the guide on a whole-step basis.

ARTICLE 9

SAVINGS CLAUSE

In the event that any provision of this Agreement is, or shall at any time be determined contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 10

MATTERS NOT COVERED

With regard to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes in the Rules and

Regulations of the Board, without appropriate prior consultation and negotiation with the Association and any agreements shall be reduced to writing.

Management's Rights:

All rights not expressly granted to the Association in this Agreement are hereby reserved by the Board.

It is further agreed that neither party shall discriminate against, nor engage in, any reprisals or repercussions of any nature against any employee of the Board of Education, officers or members of the Association.

ARTICLE 11

DURATION

This Agreement and each of its provisions shall be binding upon the parties and effective as of September 1, 2007 and shall continue in full force and effect until August 31, 2010. Negotiations on a successor contract shall commence according to Chapter 125, Laws of 1974.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representative, the date and year first above written.

**BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY**

Attest:

By: _____
Board President

Board Secretary

**BAYONNE TEACHERS' ASSOCIATION
NEW JERSEY EDUCATION
ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

Attest:

By: _____
President
