

AGREEMENT

Between

BLOOMFIELD BOARD OF EDUCATION

AND

BLOOMFIELD EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 2004 through June 30, 2007

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Article 1: Preamble

This Agreement is made and entered into **this 1st day of July, 2004**, by and between the Board of Education of the Township of Bloomfield, New Jersey, hereinafter called the “Board” and the Bloomfield Education Secretaries Association, Inc., hereinafter called the “Association” is for the school fiscal **years beginning July 1, 2004 and ending June 30, 2007** and is in accordance with Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.

Bloomfield Board of Education

Bloomfield Educational
Secretaries Association, Inc.

by: _____
President

by: _____
President

Attest:

by: _____
Secretary

by: _____
Secretary

Article 2: Recognition

WHEREAS, the Bloomfield Educational Secretaries Association, Inc. represents the majority of the office employees of the Bloomfield Board of Education whose salaries are determined in accordance with the office personnel salary guide and

WHEREAS, Chapter 303 of the Laws of 1968, as amended by Chapter 123, P.L. 1974 provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it

RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Educational Secretaries Association, Inc. as the official negotiating unit for those persons on the office personnel salary guide who are under contract to the Bloomfield Board of Education.

Article 3: Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, P.L. 1974 in a good faith effort to reach an agreement on negotiable matters concerned with the terms and conditions of office employees' employment and grievance procedures. Such negotiations shall begin not later than the date prescribed by PERC in the calendar year preceding the school fiscal year in which the agreement shall be in effect. Any agreement so negotiated shall be reduced to writing as promptly as practicable and be signed by the Board and the Association.
- B. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

Article 4: Grievance Procedure

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition that affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation meaning or application of any of the provisions of this Agreement.
- 2. A grievant is the person or persons making the claim or the Association making the claim.
- 3. A "party in interest" is the person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provide the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

1. Each employee has a right to be heard by his Supervisor, Principal, Assistant Superintendents, Superintendent, and Board of Education on conditions concerning his/her employment. It is understood that he/she will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form obtained from an officer of the Bloomfield Educational Secretaries Association.
2. All employees, including grievant or grievants, shall continue fully to perform their assigned duties, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.
3. It is the intent of both parties in interest to process all grievances as expeditiously as possible. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement or as due to unusual or extenuating circumstances. All days referred to in this procedure shall be workdays.
4. 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 shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances. Requests for time extensions will be made in writing. Requests will be granted. The granting will be in writing. Extensions will be for a maximum of twenty (20) days per level of the procedure. Failure to respond within the prescribed time limit or extended time limit, at each level, will allow the Association to submit the grievance to the next higher level. Failure to advance a grievance to the next higher level within the specific time limit, or extended time limit, shall be a waiver of the grievance.

D. Rights of Employees to Representation

Any party of interest may be represented at all stages of the grievance procedure by him/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 in all stages of the grievance procedure.

Any aggrieved person must present his/her grievance in writing to his/her principal/supervisor within thirty (30) days of the occurrence or of when the grievant should have known of the occurrence.

LEVEL 1

During this thirty (30) day period between the occurrence and the submission in writing, the grievant shall discuss the grievance with his/her principal/supervisor who must reach a decision within six (6) days of receipt of the written grievance.

LEVEL 2

If no resolution has been reached at Level I, the grievance may be submitted, in writing, to the Superintendent within ten (10) days after receipt of the principal's decision. The Superintendent must rule on the grievance within ten (10) days after receipt of the grievance. If either party to this procedure requests a hearing at this level, the hearing shall be held within the ten (10) day time period. The Superintendent's response shall be in writing with a copy to the Association.

LEVEL 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) days after receipt of the Superintendent's response.

The Association may request a hearing of the grievance before the Board of Education or a committee thereof, which the Board may grant or deny. However, not more than three (3) times in a single contract year, the Association may require that a hearing be held before the Board or its designated committee (at the Board's option) and the Board shall grant such a hearing. In such cases, the Association shall indicate that it is seeking a hearing under this mandatory provision.

If a hearing is held, the Board shall have thirty (30) days to schedule and hold the hearing. the Board shall respond to the grievance within fifteen (15) days of the hearing. If no hearing is held, the Board shall respond to the grievance within fifteen (15) days of receipt of the grievance.

LEVEL 4

If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within the fifteen (15) days after the grievance was delivered to the Board, it may, within five (5) days after a decision by the Board or twenty (20) days after the grievance was delivered to the Board (whichever is sooner) submit the grievance to arbitration through the Public Employment Relations Commission, with a copy to the Board. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission. (PERC)

The arbitrator's decision shall be in writing and shall set forth his/her findings on fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law, or which is a violation of the terms of this Agreement. The arbitrator cannot add to, modify, or delete from this contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Grievances shall not be deemed to be arbitrable which concern (a) any matter for which a specific method of review is prescribed either by law or by any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the board alone; (b) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed; (c) a complaint caused by appointment to, lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required; and (d) terms and conditions of employment not specifically part of this Agreement.

The costs for the services of the arbitration, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Miscellaneous

- 1 If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees in a single school, the Grievance Committee may submit the grievance in writing to principal following the time guidelines of Level I. If the grievance affects a group or class of employees in more than one building, the Grievance Committee shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.
2. Decisions rendered at Level I - which are unsatisfactory to the grievant, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to the grievant and the Association.
3. All documents, communications and records dealing with 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 for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operations of the grievance procedure.
5. 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 this section.
6. The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance, which is substantially similar to a grievance denied by the decision of the arbitrator.

Article 5: Employee Rights and Privileges

- A. Pursuant to NJSA 34:13A-1 et. seq, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. as a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any conditions of employment by reason of his/her membership in the Association or Board and its affiliates, his/her participation in any Association or Board activities, collective negotiations with the Board, or have his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any administrator or supervisor, Superintendent, Board, or any committee or member thereof concerning any disciplinary matter which could adversely effect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the meeting or interview, the reasons for such a meeting(s) and shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.
- E. Any suspension of any member of the Association shall be in accordance with relevant legal statutes and upon certification of a charge in accordance with relevant N.J.S.A. statutes.
- F. No employee shall be prevented from wearing pins or other identification of membership in the Association(s).

- G. An employee has the right to know of any information concerning his/her position with the Board or that could effect the terms and conditions of employment. Any question or criticism by a supervisor, administrator, or member of the Board of Education of an employee and his/her performance, attendance, or any of the terms and conditions of his/her employment shall be made in confidence and not in the presence of students, parents, co-workers or members of the public.

Article 6: Board of Education's Legal Prerogatives

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in the New Jersey Revised Statutes Title 18A.

It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline secretaries for just cause, and the authority to make such rules and regulations consistent with this Agreement as are necessary for the government of the schools. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of New Jersey.

This Agreement represents the full and complete understanding on all matters, which were or could have been the subject of negotiations and shall not be modified except by written document executed by both parties.

Article 7: Terms and Conditions of Employment

A. Work Year

The work year for all ten (10) month personnel shall be the Board approved school calendar between September 1 and June 30, Monday through Friday, and shall include any orientation, in-service training, and opening and closing of school. The maximum number of days in the work year shall be four (4) more than that of the teachers, but shall not exceed one hundred-ninety (190) days per year.

Any hours worked prior to September 1 or after June 30 of any calendar year shall be paid at the regular hourly rate and shall be solely on a volunteer basis as mutually agreed to by the secretary and the principal or supervisor and with the approval of the Superintendent.

The work year for all twelve (12) month personnel shall be from July 1 to June 30, Monday through Friday, and shall include any orientation, in-service training, and opening and closing of school.

B. Working Hours

1. Duty time for office personnel shall not commence earlier than 7:00 a.m. and shall not go beyond 5:00 p.m., unless overtime is necessary, and shall be comprised of an eight-hour day inclusive of a one-hour lunch period. Office personnel shall not be expected to work unless there is an individual holding a black seal license in the building. The Board will provide thirty (30) days advance notice of any schedule change except in an emergency.
2. The secretary shall receive one and one-half (1½) times her regular hourly rate for all hours over forty (40). Secretaries who are required to work outside the regular working hours or return to school for evening work will be paid at the regular hourly rate, to the nearest full hour, for all additional time, unless the added time extends the work week beyond forty (40) hours in which case the secretary shall receive one and one-half (1 ½) times her regular hourly rate for all hours over forty (40). All Saturday hours shall be paid at time and one-half (1 ½) and all holiday hours shall be paid at two (2) times the regular hourly rate.
3. Summer hours shall begin the day immediately following the teachers' last day and end **five (5) working days prior to the teachers' first day of school in September**. All twelve month personnel who work all scheduled days beginning the Monday of the last full week in August will be entitled to one (1) floating holiday. This day may not be used to extend any contracted holiday break.

The Superintendent shall devise a schedule for summer hours with the 7:00 A.M. to 5:00 P.M. working hours range. Summer hours shall not be not less than (7) hours inclusive of a one (1) hour lunch, but, not more than seven (7) hours thirty (30) minutes inclusive of a one (1) hour lunch. Summer hours shall also apply to other times when teachers are not scheduled to work.

4. Contracted work assigned during the summer shall be at the contractual rate of pay of the July 1 salary schedule.
5. In no case shall any secretary be requested or required to:
 - a. perform the duties of a duly certified teacher, nurse, supervisor, principal or that of an employee outside of the negotiated unit;
 - b. transport students in personal vehicles;
 - c. Be required to remain with a student beyond the regular workday when no other staff is present, or have left for the day;
 - d. Remain alone in a building without a principal, supervisor, or custodian whether before or after all students and other staff have left or when staff/students were not required to be in the building. In the event that a secretary finds him/herself alone in a building, that secretary shall report to the Board Office for reassignment.

Article 8: Vacation Policy

- A. All 10 month personnel shall be scheduled to work according to the Board approved school calendar as set on or before September 1 of any school year. They will be entitled to the Board approved school vacations except the periods from the first day in September to the opening day of school and the four (4) days after the close of school in June or June 30, whichever comes first. The maximum number of days worked in the work year shall not exceed one hundred-ninety (190) days per year.
- B. All twelve (12) month personnel hired after June 15, 1993 will be entitled to vacation according to the following schedule:
 1. All full time secretaries employed on a twelve (12) month basis shall forfeit one (1) vacation day in year 2001-2002 and two (2) vacation days in both year 2002-3 and 2003-2004 in return for the December Holiday (all days between December 25th and January 1st) as reflected in the Vacation Table that follows:

Please note: these days are in addition to the December Recess

<u>Years of Service</u>	<u>Vacation Allowance (days)</u>
1 Year - 5 Years	10 Days
6 Years - 10 Years	14 Days
11 years – 15 Years	18 Days
16 Years – 20 Years	20 Days
21 Years – 24 Years	1 Day Per Year
25 Years +	25 Days

2. Personnel who begin employment after July 1st will be entitled to a pro-rated portion of the annual vacation allowance. A year or any part of a year worked shall constitute a full work year of employment when calculating vacation allowance (anniversary date), with the exception of the initial employment year, which will be prorated after July 1.
3. Ten (10) month employees who are appointed to twelve (12) month positions shall be entitled to full credit for vacation purposes for their years of service since their hire date.

For this purpose, each school year shall be counted as a calendar year.

4. Up to five (5) vacation days each year may be used as:
 - a. Accumulated sick days to bank (if the total accumulated sick days for the year does not exceed the fifteen (15) day maximum carryover as allowed by statute, and/or
 - b. Accumulated terminal leave days to bank as per Article 10, B.
 - c. A ten (10) month District employee who accepts a twelve (12) month position shall receive full vacation allowance from the initial date of employment with the district, to be prorated for the remainder of that calendar year.
 - d. Vacation requests shall not be denied without just cause.
 - e. Any employee, upon resignation, termination or retirement shall be paid his/her regular rate of pay for each unused day of accumulated vacation at the date of separation.

Article 9: Holidays

- a. Secretaries employed on a twelve (12) month basis shall be granted fourteen (14) paid holidays per school year. The holiday schedule shall be published at the same time that the school calendar is published.
- b. The initial calendar will be adopted by the Board. Once adopted by the Board, any change due to emergency closings during the school year shall be discussed with the Association during the development of the new calendar and prior to adoption by the Board.
- c. Paid holidays for twelve month secretarial personnel shall only be scheduled on days when school is not in session.
- d. All secretarial personnel who work less than twelve months shall be off according to the ten (10) month school calendar for school employees approved by the Board of Education except as defined in Article 7, Vacation Policy.

Article 10 Rules Governing Employees Absence

A. Sick Leave

The Board will grant twelve (12) days of sick leave per year to each 10 month employee without deduction in pay and fourteen (14) days of sick leave per year to each 12-month employee without deduction in pay, such leave being granted as of the first day of the school year. Unused sick leave in any year shall be allowed to accumulate.

1. Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.
2. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
3. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

B. Terminal Leave

1. In 2004-2007, Payment for unused sick leave days upon retirement following three (3) months written notice to the Board of Education of intention to retire (excepting in cases of emergency with Board approval) office personnel will be paid one (1) day for every (3) days of unused accumulated sick days at the rate of pay of **\$65.00 Per Day** for the contract duration. Maximum allowable accumulation – 300 days (maximum total possible payment is **\$5,580**). Eligibility for a pension from either the Board of Education Pension Fund of Essex County or the Public Employees Retirement System or having completed 15 years of service in the Bloomfield School District.

The Public Employees Retirement System will govern eligibility for a pension.

C. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

D. Allowance for Absence Other Than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one (1) year, and no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family – An allowance of up to five-(5) days leave shall be granted.

Definition:

Immediate family shall include: spouse, parent, grandparent, parent-in-law, child, sibling or anyone making his/her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family – An allowance of up to three (3) days leave shall be granted. (Immediate family same as (1) above.
3. Death of Relative of the Second Degree – An allowance of one (1) day's leave shall be granted.

Definition:

Uncle, aunt, niece, nephew, cousin or relative by marriage.

- E. Other Emergencies of Personal Nature A total of four (4) days leave during a school year may be used for emergencies of a personal nature with prior approval by the Superintendent of Schools. In cases of emergency where advanced notice was not given, the employee must submit a letter within forty-eight (48) hours of return to work in order to receive salary for the day in question.**

1. Except for emergencies or extenuating circumstances, no leave shall be permitted the day prior to or the day following a school holiday or vacation period. It is understood that these days must be for an appropriate purpose, and if not, they are subject to denial and/or rescission by the Superintendent.

- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half-day or more must be accounted for on the regular Board of Education Employee's Absence Report.

- G. Employees who do not use any of the days allocated in Section E above during their individual contract year will have three days added to their sick leave accumulation record for that year.

- H. A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the secretary's immediate family. Additional leave may be granted at the discretion of the Board.

Article 11: Maternity Leave

Maternity leave will be granted in accordance with applicable New Jersey law. The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance; failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

Article 12: Health Care Insurance Programs

- A. 1. The Board of Education will pay the premium for each employee and his/her eligible dependents (full family coverage) limited to one family premium for the head of household, when more than one member is employed in the District who enrolls in the health care insurance programs provided by the Board of Education. The Board will insure the uninsured spouse for any losses that occur due to the lack of coordination of benefits on subsections B 1 through B 6 and B 10 when both spouses are employed in the District.
- 2. Unit members shall receive single only coverage until such time as they reach step 4 on the salary guide. These employees may purchase family coverage through the Board and at their own expense until that year. Any District employee hired into the Bloomfield Educational Secretaries Association shall have all previous District years of continuous service credited for purposes of full-family benefits (health, dental and prescription).
- B. Provisions of the health care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health care insurance programs, as amended by Agreement effective July 1, 1990, shall include:
 - 1. Hospital room and board and miscellaneous covered charges.
 - 2. Out-patient benefits
 - 3. Laboratory fees, diagnostic expenses and therapy treatment.
 - 4. Maternity costs
 - 5. Surgical costs
 - 6. Major Medical

7. The Board will continue to pay full premium cost for employee dental and prescription insurance coverage except as outlined below:
 8. The Board's contribution towards the cost of family dental insurance shall not exceed a maximum of \$910 per year per family. During the term of this agreement only, unit members shall not be required to contribute to dental insurance premiums, and there shall be no diminishing of dental benefits during the contract. However, effective June 30, 2004, the dental insurance cap (maximum) shall be the premium in effect on January 1, 2004.
 9. The Board will pay the premium cost for a prescription plan. The prescription insurance plan shall be a \$15.00 co-pay when the covered employee or dependent accepts a generic drug. If the covered individual insists on a brand name drug or where no generic drug is available, the co-payment required for such prescription would be \$20.00. A \$0 mail in program shall also be available.
 10. The Major Medical insurance program shall include a catastrophic coverage rider to provide one hundred per cent (100%) payment after \$3,000. The Major Medical deductible shall be \$350 per person / \$700 per family.
- C. The Board will not be required to pay insurance premiums for secretaries on unpaid leaves of absence. Secretaries on unpaid leaves of absence may continue in the insurance program (where permitted by the carrier) by reimbursing the Board for the cost of premiums. Reimbursement shall be made prior to the premium date.
 - D. Secretaries shall have the option to withdraw from the insurance coverages listed in subsections B.1 through B.6 and B.10. Secretaries who elect to withdraw from this insurance coverage shall be paid twenty-five percent (25%) of the premium cost, based on family or single coverage at the time of withdrawal, per year and prorated for part of a year. Secretaries who withdraw and subsequently lose their insurance coverage provided by an insured spouse shall have their group insurance premiums paid by the Board until the next open enrollment period. This option shall only be effective if there are sufficient withdrawals to prevent a negative cash flow.
 - E. If the Board changes the level of medical benefits available to any unit which represents over 50% of the District's labor force or with any carrier during the life of this Agreement, such changes shall also be effective for this bargaining unit.
 - F. Pursuant to Family Leave Act (N.J.S.A. 34:116-1 et seq.) employees shall be granted an unpaid leave of absence for a period not exceed twelve (12) weeks for any twenty-four (24) month period. Any leave may be taken for the following reasons:
 1. The birth or adoption of a child
 2. The serious health condition of a family member.

During the aforementioned leave, the Board shall provide health benefits for said employees.

Article 13: Deductions from Salary

A: Tax Sheltered Annuity Programs

Secretaries may participate in tax shelter annuity programs offered by Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs or up to four other programs as approved by the Board of Education, provided that the payroll system will permit such a deduction. Each secretary desiring to participate in a tax-sheltered annuity program will complete the necessary salary reduction agreement for plan or plans desired.

The total salary reduction shall not exceed the statutorily permitted maximum. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey.

Any salary reduction agreement for any of the tax-sheltered annuities under this Article must be submitted to the Board and the Board will process the same in a timely fashion. It is each participating member's responsibility to maintain the necessary income tax records for any of these tax-sheltered programs.

The Board of Education is relieved of any responsibility after forwarding the monthly salary deduction monies to the Variable Annuity Life Insurance Company, to the Supplemental Annuity Collective Trust or to any other selected and approved program.

B: Association Dues

The Board agrees to deduct from the salaries of its employees dues for the Bloomfield Educational Secretaries Association, the Essex County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with all NJ Public Laws and under rules established by the State Department of Education.

Said monies, together with current records of any corrections shall be transmitted to the NJEA, with copies to the treasurer of the Association by the 15th of each month following the monthly pay period in which the deductions were made. The NJEA will then disburse such moneys to the appropriate Association(s).

Each August, the Association shall certify to the Board, in writing, the current rate of its membership dues. The Association shall change the rate of its membership dues only when written notice is given to the Board thirty (30) days prior to the effective date of such change.

The Board agrees to deduct from employees' salaries money for local, county, state and/or national Association services and other programs as said employee individually and voluntarily authorize the Board to deduct and to transmit the money on the 15th of each month following the monthly pay period in which the deductions were made. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate agency.

C: Representation Fee

If an employee does not become a member of the Association during any membership year, which is covered in whole or in part by the Association, said employee will be required to pay a representation fee to the Association for that membership year.

1. Purpose: The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Notification: Prior to the beginning of each membership year, the Association shall notify the non-member and the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law, and not to exceed 85% of total Association dues.
3. Transmission of Fee: On or about the 15th of each September, the Board will submit to the Association a list of all employees in the bargaining unit. The Association will then contact any non-member and extend an invitation for membership enrollment.
 - a. Any member who chooses to become a member of the Association at that time shall pay any/all back dues for the current calendar year under the provisions of Section B.
 - b. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are not members and are required to pay the representation fee.
 - c. The Board will deduct from the salaries of the employees referred to in Section C1 the full amount of the yearly representation fee in equal installments with the first paycheck in February.
 - d. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled, 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 transmission of such fees to the Association shall be the same as those used for the transmission of regular membership dues to the Association.
5. Changes: The Association shall notify the Board, in writing, of any changes in the list provided for in this Article and/or in the representation fee, and such changes shall be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this Agreement takes effect, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles, date of employment, and place of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, and resignation, separation from employment or death.

Article 14: Teacher Substitute Calling

Any changes in the centralized teacher substitute calling service that would involve members of the until outside of their eight hour work schedule, inclusive of a one hour lunch, shall be negotiated before taking effect.

ARTICLE 15: JOB POSTING

- A. The Board agrees to post notices in all school offices of job vacancies and new positions as they occur. A copy of said notice will be sent to the Secretary and the President of the Association at the time of posting. All Association members who respond to a job posting will be interviewed.
- B. All ten (10) month employees wishing to be considered for a job vacancy, which may occur during the summer, shall so notify the Director of Personnel in writing on or before June 15th. Said employees will be notified when such vacancies occur.

Article 16: Tuition Reimbursement

- A. Those secretaries already receiving stipends shall continue to receive a yearly stipend for completed documented hours of course work, seminar, and/or certificated District in service of direct value to the District as follows:

30 hours = yearly stipend of \$400

45 hours = yearly stipend of \$600

- B. In-Service Workshops: Secretaries shall participate in In-Service Workshops as determined by the Secretaries' Supervisors or with the Superintendent's Approval.

Article 17: Miscellaneous

A. Committees

A committee of three representatives of each party shall meet upon request to discuss the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.

B. Subscription to Administrative Professional Newsletter

The district shall pay for a yearly subscription to the Administrative Professional Newsletter, or an equivalent newsletter for all secretaries, not to exceed \$150.00.

C. Amendments to Agreement

This agreement shall not be modified in whole or in part; nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.

1. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. Any individual contract or annual salary between the Board and an individual, heretofore or thereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with the Agreement, the Agreement shall be controlling.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation.

E. Copies of this Agreement shall be reproduced for the parties involved within six (6) weeks after ratification by the Board of Education and the Association.

Salary Guides

2004-2005 Guide

Step	10 mo. Sec.	12 Mo. Sec.	10 Mo. Sr.	12 Mo. Sr.	10 Mo. Adm.	12 Mo. Adm.
1	18,615	22,300	20,300	23,600	22,600	27,000
2	18,815	22,500	20,500	23,800	22,800	27,200
3	19,100	22,700	20,800	24,100	23,000	27,600
4	19,600	23,300	21,600	25,000	23,700	28,200
5	20,000	24,000	22,600	26,000	24,700	29,300
6	20,500	24,900	23,600	26,900	25,500	30,400
7	21,250	26,000	24,900	27,900	26,500	31,600
8	22,200	27,000	26,100	28,900	27,500	33,100
9	23,200	28,000	27,300	29,900	28,600	34,200
10	24,200	29,200	28,500	31,000	29,900	35,400
11	25,500	30,500	29,800	32,500	31,300	37,600
12	26,800	32,000	31,000	34,300	33,000	39,300
13	28,600	33,500	32,200	37,200	34,600	40,700
14	30,100	35,100	33,500	38,875	36,200	42,400

2005-2006 Guide

Step	10 mo. Sec.	12 Mo. Sec.	10 Mo. Sr.	12 Mo. Sr.	10 Mo. Adm.	12 Mo. Adm.
1	19,200	22,800	20,800	24,200	23,000	27,500
2	19,500	23,100	21,100	24,500	23,300	27,800
3	19,800	23,400	21,400	24,800	23,600	28,100
4	20,200	23,800	21,800	25,200	24,000	28,500
5	20,700	24,300	22,800	26,200	25,000	29,500
6	21,200	25,300	23,800	27,200	26,000	30,500
7	21,700	26,300	24,800	28,200	27,000	31,700
8	22,700	27,300	26,100	29,200	28,000	33,200
9	23,700	28,300	27,600	30,200	29,000	34,300
10	24,700	29,300	28,600	31,200	30,000	35,500
11	25,700	30,600	30,100	32,700	31,350	37,700
12	27,100	32,100	31,500	34,700	33,200	39,700
13	29,100	34,100	32,500	37,700	35,200	41,400
14	31,100	36,100	34,500	39,875	37,200	43,400

2006-2007 Guide

Step	10 mo. Sec.	12 Mo. Sec.	10 Mo. Sr.	12 Mo. Sr.	10 Mo. Adm.	12 Mo. Adm.
1	19,400	23,000	21,000	24,400	23,200	27,700
2	19,700	23,300	21,300	24,700	23,500	28,000
3	20,000	23,600	21,600	25,000	23,800	28,300
4	20,400	24,000	22,000	25,400	24,200	28,700
5	20,900	24,500	23,200	26,400	25,200	29,800
6	21,400	25,700	24,200	27,400	26,200	30,800
7	21,900	26,700	25,200	28,400	27,200	31,800
8	22,900	27,700	26,200	29,400	28,200	33,400
9	23,900	28,700	27,700	30,400	29,200	34,400
10	24,900	29,700	28,700	31,400	30,200	35,700
11	25,900	30,700	30,700	32,900	31,400	37,900
12	27,900	32,700	31,700	34,900	33,900	39,900
13	29,900	34,700	33,500	37,900	36,200	42,400
14	32,140	37,140	35,540	40,940	38,240	44,440

1. In-District Longevity Payments

- after 15 years - \$ 675 each year of the contract
- after 20 years - \$1,235 each year of the contract
- after 25 years - \$1,885 each year of the contract
- after 30 years - \$2,510 each year of the contract
- after 35 years - \$3,200 each year of the contract

IN WITNESS WHEREOF, the parties, subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Presidents, attested by their respective secretaries hereto at Bloomfield, New Jersey, on this 19th day of July, 2001. (Secretary ratification vote July 29, 2001; Board ratification vote July 19, 2001 – retro checks from July 1, 2001)

Bloomfield Educational Secretaries Association

Bloomfield Board of Education

by: _____
President

by: _____
President

by: _____
Secretary

by: _____
Secretary

***The Board of Education agrees that for purposes of Article 12: Health Benefit coverages, no current unit member will be penalized in Section A, paragraph 2: “Unit members shall receive single coverage until such time as they reach step 4 on the salary guide” as a result of this freeze in step in the 2003-2004 salary guide.**