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RUTGERS UNIVERSITY

A G R E E M E N T

between

THE BERGENFIELD BOARD OF EDUCATION

and

THE BERGENFIELD EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1973 to June 30, 1975

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P R E A M B L E

In order to effectuate the provisions of Section #19 of Article I of the Constitution of the State of New Jersey, THIS AGREEMENT IS MADE AND ENTERED INTO on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by and between the BERGENFIELD BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the BERGENFIELD EDUCATIONAL SECRETARIES ASSOCIATION (hereinafter referred to as the "Association").

A R T I C L E I

RECOGNITION

The Bergenfield Board of Education hereby recognizes the Secretarial and Clerical Staff Unit as the exclusive and sole representative for its members for collective negotiations in accordance with Chapter 303, Laws of 1968.

A R T I C L E II

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association records normally available to the citizens of Bergenfield. In addition the Board will provide such other records as mutually agreed upon to assist the Association in its functions.
- B. The Association and its representatives shall have the right to use school buildings for meetings with the approval of the Superintendent of Schools or his designated representative.

Likewise, the Association shall have the right to use school equipment with the approval of the Superintendent of Schools or his designated representative with the understanding that the Association will be responsible for cost of materials and supplies and the repair of damages caused by the Association's use.

- C. Representatives of the Association and other professional organizations invited by the Association shall be permitted to transact official Association business on school property with the approval of the Superintendent of Schools or his designated representative.

## A R T I C L E   I I I

### G R I E V A N C E   P R O C E D U R E

1. Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him. Any person presenting a question or appeal in matters covered by this policy shall be free from restraint, interference, coercion, discrimination or reprisal as a result of said question or appeal. He shall have the right to present his own appeal or to designate representatives of the Association to appear with him at any step in his appeal.
2. The initial discussion shall be made with the individual's immediate supervisor except those directly responsible to the Superintendent or Assistant Superintendent of Schools, or School Business Administrator. 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 shall notify the complaining party of his 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 school days he shall set forth his complaint in writing to his immediate superior. His superior shall communicate his decision to the employee in writing within three school days of receipt of the written complaint.
4. The employee may appeal his supervisor's decision to the Superintendent of Schools. 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 shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his 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.

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. If requested, the Board shall review the grievance by holding a closed hearing and render a decision, in writing, within thirty (30) days.
7. Matters not settled at the level of the Board of Education then enter the procedures established by the laws of the State of New Jersey and the Rules and Regulations 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.

#### A R T I C L E    I V

##### SALARIES

The Board agrees that the Salary Guide attached hereto, including the General Provisions, and made a part hereof shall apply to all Board employees within the unit covered by this Agreement.

#### A R T I C L E    V

##### INSURANCE PROVISIONS

The Board agrees to provide without cost to the employee, the following:

1. Hospitalization and Medical Surgical Insurance Plan under individual or Family Plan, whichever is applicable to the employee.
2. Major Medical Plan under individual or Family Plan, whichever is applicable to the employee.
3. Any change of benefits to other staff members to include secretaries.

A R T I C L E VI

VACATIONS

Twelve Month Employees

*Less than one year	One work day per month to July 1
One to three years of employment	Two weeks summer vacation
Four to twelve years of employment	Three weeks summer vacation
Thirteen years of employment	Four weeks summer vacation

\*Ordinarily vacations will be taken during July and August. Exceptions to this policy must be made with the approval of the immediate supervisor and Superintendent of Schools. If a holiday as indicated on the school calendar falls during an employee's vacation period, the employee shall have an extra day off. Summer vacation schedules should be arranged with the immediate supervisor and forwarded to the Superintendent of Schools no later than May 1. Provision must be made for essential office services to continue during vacation periods. In the event of vacation schedule conflicts, seniority rights will be honored.

A R T I C L E VII

WORK SCHEDULE

The work day from September through June is seven (7) hours plus one hour for lunch.

\*Work schedule for 12 months employees is from July 1 through June 30.

\*Work schedule for 10 months employees is from September 1 through June 30.

A R T I C L E VIII

ABSENCE PROVISIONS

A. Sick Leave

1. Sick leave with pay shall be granted to all full-time employees of the Board on the basis of ten (10) school days per year for each year of employment for those on a ten month contract and twelve (12) for those on a twelve month contract.
2. Unused sick leave shall accumulate. Full credit is retroactive to July 1, 1954. Five days credit shall be granted for each year of employment prior to July 1, 1954, to a maximum of 25 years employment in Bergenfield prior to July 1, 1954.
3. When an employee is on sick leave beyond his allotted number of days, the Board of Education, upon the recommendation of the Superintendent, shall consider each case on an individual basis to determine the pay status for legitimate long term illness.
4. Board of Education may require a doctor's certificate for any absence reported on personal illness.
5. In cases where any employee must leave school during regular hours for personal illness or other emergency, the following rules shall apply:

Prior to three hours - 1/2 day deduction of pay or time

6. There shall be no deduction of time or salary for absence due to quarantine. Upon return to work the employee must present a quarantine release or doctor's note to the Principal.
7. In cases where full salary is paid by the Board during periods of absence covered by Workman's Compensation the employee shall endorse the Workman's Compensation checks to the Board of Education.
8. Accumulated sick leave shall not be used as a terminal leave prior to resignation or retirement.

B. Maternity Leave

1. Employees shall notify the Superintendent of Schools as soon as pregnancy is known. A doctor's note must accompany this notification stating the expected date of arrival of the child.
2. Employees not under tenure will be expected to resign by the end of the fourth month of pregnancy.



3. Employees under tenure desiring maternity leave will be expected to leave by the end of the fourth month of pregnancy.
4. Leave of absence under this classification shall be without pay and shall not count for the purposes of placement on the salary schedule or seniority.
5. In either case an employee may be permitted to remain beyond the end of the fourth month on a weekly or semi-monthly basis until a replacement is employed.
6. The employee may return to work following a twelve month period and must return prior to the expiration of twenty-four calendar months. Should an employee wish to return to work prior to the expiration of either of the above, approval of the Superintendent of Schools is required.

C. Leave of Absence for Prolonged Illness, Recuperation or Other Emergency

1. An employee, under tenure, may be granted a leave of absence not exceeding twenty-four calendar months for a prolonged illness, period of recuperation or other emergency. Employees not under tenure may be requested to tender their resignation.
2. A written request for such leave shall be directed to the Board of Education through the Superintendent of Schools.
3. Leave of absence under this classification shall be without pay and shall not count for purposes of placement on salary schedules or seniority.
4. A person on leave under this classification may return to work upon presentation of a statement from a proper medical authority, certifying to the fact that the employee is physically able to perform his duties.
5. Application for permission to return to work shall be submitted to the Superintendent 90 days prior to the time the employee is expected to return.

D. Leave for Death in Family

1. Leave with pay following death in the immediate family (wife, husband, son, daughter, mother, father, sister, brother, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law) shall be fixed from the date of death until one days beyond the date of burial inclusive. Leave for this purpose shall not be counted as part of the sick leave policy. Extensions of leaves of this classification shall be at the discretion of the Superintendent.

2. Leave with pay for one day may be granted by the Superintendent of Schools for reason of death of a relative other than one in the immediate family (aunt, uncle, cousin, sister-in-law, brother-in-law) or others who have actually occupied a position in fact as a member of the immediate family. Interpretation of "other" will be at the discretion of the Superintendent of Schools.

E. Leave for Performances of Legal Responsibilities

1. Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted without loss of pay; provided a letter confirming purpose of such leave from a sheriff, court or United States Attorney, depending on jurisdiction, is filed with the Superintendent of Schools immediately upon receipt of notice of such required leave.
2. Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay dependent on circumstances to be submitted in writing to the Superintendent and provided he, in his discretion, grants such leave. Otherwise, the leave will be granted with deduction from pay equal to 1/400 of annual contract salary for 10 months employees and 1/500 of annual contract salary for twelve months employees.

F. Leave for Personal Emergencies, Illness in Family, Religious Holidays, and Marriage.

1. Leave up to three days each year for personal emergencies may be granted with pay by the Superintendent of Schools. Such leave shall not be cumulative. Requests for leave of this nature shall be submitted to the Principal for his recommendation preferably forty-eight hours in advance. Reasons for leave in this category may include illness in family, religious holidays, death of friends, marriage, graduation of members of immediate family, house closing or moving. Additional leave in this category may be granted upon recommendation of the Principal and with the approval of the Superintendent of Schools, not to exceed ten school days per year with the following deductions per day: Ten Month Contract - 1/400 of annual salary; Twelve Month Contract - 1/500 of annual contract salary.

## A R T I C L E IX

### PROMOTIONS, NEW POSITIONS

Notices of all vacancies and/or new positions shall be posted in each school by the Superintendent of Schools within ten school days of receipt of a letter of resignation or official Board action creating a new position. All qualified secretarial and clerical personnel interested may then apply, in writing, to the Superintendent of Schools for said position within five (5) school days. Each applicant will be given the courtesy of an interview or a written response within ten days.

## A R T I C L E X

### MUTUALITY OF OBLIGATION

The Board and the Association will make every effort to act in good faith to carry out the spirit as well as the letter of this Agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.

## A R T I C L E XI

### BOARD RIGHTS AND RESPONSIBILITIES

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

The exercise of the powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

A R T I C L E    X I I

DURATION

This two-year Agreement shall go into effect on July 1, 1973 and shall expire on June 30, 1975.

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

Bergenfield Educational  
Secretaries Association

Bergenfield Board of Education

By: \_\_\_\_\_  
          President

By: \_\_\_\_\_  
          President

By: \_\_\_\_\_  
          Secretary

By: \_\_\_\_\_  
          Secretary

*signed 4/73*