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This Agreement made and entered into as of the \_\_\_\_\_ day of July, \_\_\_\_\_, between the North Bergen Board of Education, hereinafter referred to as the "Board", and the North Bergen Attendance Officers Association, affiliated with the New Jersey Education Association, hereinafter referred to as the "Association".

WITNESSETH

WHEREAS, the Board has recognized the said Association as the sole and exclusive bargaining agent for all Attendance Officers of the Board.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

ARTICLE 1 - RECOGNITION

Section 1. The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment herein provided for all Attendance Officers now employed or to be employed by the Board.

Section 2. The bargaining unit shall consist of all Attendance Officers of the Board.

Section 3. Wherever used herein the term "employees" shall mean and be construed only as referring to Attendance Officers of the Board.

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ARTICLE 2 - CHECK-OFF

Section 1. The Board, after receipt of written notice from each individual employee who is a member of the Association, agrees to deduct from the salaries of said employees their monthly dues. Such deductions shall be made from the first salary paid each employee during the month.

Section 2. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Association as to the amount of the dues. The total amount deducted shall be paid to the local Association within five (5) days after such deduction is made.

Section 3. The Association shall hold the Board harmless and shall indemnify the Board against any claims made against it by virtue of any payments made to the Association under this article.

Section 4. The Board agrees to forward the full name and address of all new employees. The Board further agrees to notify the Association when unit employees are discharged, granted leaves of absence, absent due to illness or injury, or leaves the employ of the Board, for any reason whatsoever, when submitting the deduction list to the Association each month.

ARTICLE 3 - SENIORITY

Section 1. The Board shall establish and maintain a seniority list of employees' names and date of employment from date of last hire on a job classification basis, with the employee with the longest length of continuous

and uninterrupted service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. Such seniority list shall be kept up to date with additions and subtractions as required.

Section 2. Employees' seniority shall be deemed lost for the following reasons:

- A. Discharge
- B. Resignation

Section 3. No Attendance Officer may be discharged without just cause. Any Attendance Officer who is being so charged shall have the right to a hearing within seven (7) days of notification with the full Board of Education. The Board of Education must render a decision concerning the Attendance Officer within seven (7) days after the hearing. If the Attendance Officer is not satisfied with the decision, he/she may submit the decision to arbitration. The arbitrator's decision shall be final and binding on the parties.

#### ARTICLE 4 - HOURS OF WORK

Section 1. The normal work week shall be from Monday to Friday, inclusive, and shall be comprised of five (5) days. The hours of the Attendance Officers shall be those of the students.

Section 2. The in-school work year for Attendance Officers shall be the same as teachers, except the Attendance Officers may be required to work two (2) additional days at the end of the school year.

Any Attendance Officer employed beyond his/her regular work year shall be compensated at his/her per diem rate of pay.

In the event the Board of Education finds it necessary to employ anyone during the summer closing outside of an employee's regular assignment (second job within the school system), the employees in the bargaining unit shall be given first preference to such assignment on a seniority basis and at the prevailing rate for such job.

#### ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any difference or dispute between the administration and the association relating to the terms of this Agreement or its interpretation, application, or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute which shall hereafter be referred to as a "grievance".

##### STEP ONE

The grievance, when it first arises, shall be taken up orally between the employee and the principal of the school where such employee works.

##### STEP TWO

If this grievance is not settled during the first informal conference, then such grievance shall be reduced to writing by the Association Representative and served upon the Secretary of the Board within seven (7) days

thereafter. Where a written grievance has been served upon the Board, the designated representative will consider such grievance and such Board Representative shall confer with the employee or Association Representative within seven (7) working days, after written grievance has been filed with the Secretary of the Board, and give a written answer thereto within five (5) working days after said conference.

STEP THREE

In the event the grievance is not satisfactorily settled by the procedure in STEP TWO, then the same shall be the subject of a conference between the Association and the Board at its next regular meeting, and the Board shall notify the Association of its decision within seven (7) days thereafter.

STEP FOUR

In the event the grievance is not satisfactorily settled by the discussions in STEP THREE, then the matter may be referred by the grieving party to the New Jersey Public Employment Relations Commission for a list of arbitrators which is empowered to hear and determine the propriety of the grievance and its decision thereon shall be final and binding upon both parties. Unless this step is taken within ten (10) days after notification of the decision of the Board, it shall be considered abandoned.

Section 2. The cost of arbitration shall be shared equally by the Board and the Association.

Section 3. Only the parties to this Agreement shall have the right to request any hearing under this Article.

Section 4. It is agreed that the arbitrator may not change, modify, alter,

arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. In the event an award is made for back pay, it is agreed that any employee earnings elsewhere during the period covered by the award shall be deducted from the award.

#### ARTICLE 6 - BEREAVEMENT PAY

Section 1. Bereavement pay shall be paid as follows:

A. Death in the immediate family, provided such absence does not exceed five (5) school days. Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, or any relative who makes his home with the employee and is considered a permanent member of the household.

B. Funeral of a relative other than defined above or a close friend provided such absence does not exceed one (1) day.

#### ARTICLE 7 - HOLIDAYS

All Attendance Officers shall be dismissed at 1:00 p.m. on the days preceding Thanksgiving, Christmas and Easter holidays.

#### ARTICLE 8 - HEALTH AND WELFARE BENEFITS

Section 1. The Board agrees to continue the present welfare benefits, including Blue Cross/Blue Shield, Rider J and Major Medical for the employees and their dependents

Section 2. For the 1980-81 school year, the Board agrees to provide Dental Insurance for all employees covered by this agreement. Said coverage shall be at least equal to the teachers' coverage.

Section 3. For the 1981-82 school year, the Board agrees to provide Family

ARTICLE 9 - JURY DUTY PAY

An employee who is called and serves on Jury Duty shall be paid the difference between the daily fee allowed by the court and straight time pay for scheduled working time lost.

ARTICLE 10 - LEAVE OF ABSENCE

Section 1. Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and the Board will give reasonable consideration to such application. It is further provided that nothing contained herein shall prevent an employee who is on a leave of absence without pay from applying for an extension of such leave of absence without pay. In such an event, the employee shall state the reason for the leave of absence extension and the granting of the leave shall be at the discretion of the Board of Education.

Section 2. Each employee shall be allowed three (3) absences per year for personal reasons. No deduction will be made in the Attendance Officers' salary for these absences. It is further provided that unused personal days will be added to accumulated sick leave.

Personal days may not be taken on the day preceding or the day following a school holiday. However, under extenuating circumstances, exceptions may be made by request to the Superintendent. Where possible, three (3) days prior notice of absence for personal reasons is required.

ARTICLE 11 - VETERANS' RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to her former position or to a position of equal stature, at the salary rate previously received by her at the time of her induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.

Such reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from the service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

ARTICLE 12 - SICK LEAVE

Section 1. An Attendance Officer absent from her position because of personal illness shall suffer no deduction in pay for each of the first ten (10) days of absence in any school year. Such sick leave, if unused, shall be cumulative.

Section 2. The Board shall provide each Attendance Officer with an accounting of accumulated sick leave by September 1st of each year.

Section 3. If the absence of an Attendance Officer in any one year, because of personal illness, exceeds ten (10) days plus the accumulated sick



IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

NORTH BERGEN BOARD OF EDUCATION

NORTH BERGEN ATTENDANCE OFFICERS  
ASSOCIATION

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Section 2. The Board agrees that it shall post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. Such notice shall contain, where available, a description of the job, the rate and when the job will be available. Anyone interested, in order to be eligible, must sign the notice.

Section 3. The successful bidder and the Association shall be notified in writing of the employee's acceptance by the Board within seven (7) days of such acceptance. If there are no successful bids, the Board may appoint or hire to fill such job.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion, but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has previously adequately performed the higher rated position, such employee shall receive the higher rate immediately.

ARTICLE 15 - SALARIES AND JOB CLASSIFICATIONS

<u>Step</u>	<u>1980-81</u>	<u>1981-82</u>
1	\$ 8,225	\$ 9,100
2	8,525	9,400
3	8,825	9,700
4	9,125	10,000

For the 1980-81, there shall be a \$400.00 car allowance for any Attendance Officer who uses his/her car. For the 1981-82, there shall be a \$500.00 car allowance.

Employees employed prior to January 1st will be placed on the next succeeding step on July 1st. Such employees will receive credit for a full year's service. Employees employed for the first time after January 1st will not receive credit for a full year's service until the second July 1st.

Employees, upon completion of years of service indicated below, shall receive an additional increase above the maximum.

<u>Years of Service</u>	
10 to 14 years	\$ 75.00
15 to 19 years	225.00
20 to 24 years	375.00
25 to 29 years	425.00
30 to 34 years	475.00
35 to 39 years	525.00
40 years and up	625.00

The parties agree to meet prior to July 1, 1981, for the purpose of discussing the further upgrading of employees. Upgrading or the failure to agree on upgrading shall not be subject to the grievance procedure or to arbitration.

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ARTICLE 16 - TERMINAL LEAVE COMPENSATION

Section 1. Unit members attaining the age of fifty-five (55) years and having at least fifteen years of continuous service with the North Bergen School System immediately prior to termination of employment shall, upon termination of employment for whatever reason, receive terminal leave pay as follows:

One-half day's pay for each accumulated sick day. A day's pay is defined as 1/300th of the member's maximum guide step for job classification.

Section 2. The estate of a unit member who dies during the duration of this contract and who has otherwise qualified to receive terminal leave pay shall receive such pay for accumulated unused sick days, computed on the same basis as outlined above.

ARTICLE 17 - TERMINATION AND RENEWAL

This Agreement shall become effective July 1, 1979, and shall continue in full force and effect until June 30, 1980. After June 30, 1980, and thereafter from year to year, this Agreement shall continue in full force and effect unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change, modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new agreement within sixty (60) days after receipt of said notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

NORTH BERGEN BOARD OF EDUCATION

NORTH BERGEN ATTENDANCE OFFICERS  
ASSOCIATION

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