

AGREEMENT

BETWEEN

NORTH BERGEN BOARD OF EDUCATION

AND

NORTH BERGEN ATTENDANCE OFFICERS

JULY 1, 1994 THROUGH JUNE 30, 1997

PREAMBLE

This agreement entered into this 19th day of October, 1994 between the Board of Education of the Township of North Bergen (herein- after 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") represents the complete and final understanding on all bargainable issues which were or could have been the subject of negotiations between the parties.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective negotiations concerning the terms and conditions of employment of attendance officers.

B. The bargaining unit shall consist of all attendance officers who are employed by the Board.

C. Wherever used herein, the term "employee" shall mean and shall only be construed to mean attendance officers employed by the Board.

ARTICLE II

CHECK-OFF

A. 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.

B. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communications 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.

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

1. Discharge
2. Resignation

E. No attendance officer may be discharged without just cause. Any attendance officer who is being so charged shall have the right to a hearing with the full Board of Education within seven (7) days of notification. 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.

F. The Board agrees that, in the event any member of the unit is laid off due to a reduction in force, members of the unit shall be hired on a preferential basis based upon the amount of time such unit members have spent as attendance officers in the district. This provision shall not apply unless a unit member has served three (3) continuous school years plus one (1) day or three (3) calendar years plus (1) day in a four (4) year period. Nothing contained herein shall prevent the Board from dismissing a member of the unit for reasons other than reduction in force and, if such unit member is dismissed for such other reasons, the seniority provisions of this paragraph shall not apply.

ARTICLE IV

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition

Any difference or dispute between the Board and the employee relating to the terms of this Agreement, the interpretation, application or enforcement thereof, or Board policies or administrative decisions affecting terms and conditions of employment, shall be resorted to as the sole means of attaining adjustment of disputes which shall hereinafter be referred to as the "grievance".

Level Three

In the event the grievance is not settled by the procedure outlined in Level Two, then the grievance shall be the subject of a conference between the Association and the Board at its next regular meeting. The Board shall notify the Association of its decision within fifteen (15) days thereafter. The decision shall be final regarding any grievance based upon the interpretation, application, violation of Board policies and/or administrative decisions.

Level Four

- A. If dissatisfied, the employee may make written application to the Public Employment Relations Commission within twenty (20) school days of the Board's decision, providing that the grievance involves a violation of the specific and express written terms of the agreement.

- B. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of or adds to the terms of this Agreement. He/she shall be bound by the provisions of this agreement and restricted to the application of the facts as presented to him/her involving the grievance. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- C. 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. In addition, the doctrine of mitigation of damages shall apply to any back pay award.

ARTICLE VII

HEALTH AND WELFARE BENEFITS

The Board agrees to continue the present welfare benefits, including Blue Cross/Blue Shield, Rider J, Major Medical, Dental and Prescription coverage for attendance officers and their dependents.

The Board shall continue to pay the full premium for any attendance officer who retires with 25 or more years of service.

ARTICLE VIII

JURY DUTY PAY

A. A regular full time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Board the difference between his daily base rate of pay up to a maximum of eight (8) hours and the daily jury fee, subject to the following conditions:

1. The employee must notify the principal upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. The employee submits adequate proof of the time served on the jury and the amount received for such service.

C. Extended sick leave procedures:

Any attendance officer who is absent from his or her position because of personal illness and who is likely to utilize all accumulated sick days because of the illness shall follow the procedure set forth below when requesting extended sick leave for personal illness:

1. Ten (10) school days prior to expiration of accumulated sick days, or immediately if the employee has less than ten (10) days, or immediately if the employee knows said illness will necessitate utilization of all accumulated sick days, the employee shall submit a note from his or her physician to the Board Secretary. The note shall detail the nature and cause of the illness, the current status, the prognosis, and the date of probable return to employment.
2. The Board has the option of seeking an independent examination and the employee agree to such examination if the Board so requests.
3. The Board shall discuss the request at its next regular meeting provided that the above documentation is submitted no later than two (2) school days prior to the meeting date and shall notify the employee of its decision in writing.

D. Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.

E. Any employee who in the opinion of the Board shows a pattern of sick leave abuse may be required by the Board to submit a physician's written statement clarifying his/her disability whenever such request appears reasonable. Abuse of sick time may be cause for disciplinary action.

Such reinstatement of veterans shall be upon application made within ninety (90) days after such 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 XII

MISCELLANEOUS WORKING CONDITIONS

A. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

B. The Board shall provide reasonable bulletin board space for the posting of Association notices to its members.

C. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the bargaining unit, except in emergencies.

D. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

ARTICLE XIII

JOBS, VACANCIES, NEW JOBS CREATED OR PROMOTIONS

A. The Board agrees that it shall post a notice of such new job, vacancy in a higher rated position 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 of pay and when the job will be available. Anyone interested, in order to be eligible, must apply in writing to the Board Secretary.

**NORTH BERGEN ATTENDANCE OFFICERS SALARY GUIDES (9/94-6/97)
(INCLUDES \$1,000 CAR ALLOWANCE)**

| STEPS | 1994 - 1995 | 1995 - 1996 | 1996 - 1997 |
|--------------|--------------------|--------------------|--------------------|
| 1 | \$14,500 | \$15,200 | \$15,800 |
| 2 | \$14,800 | \$15,500 | \$16,300 |
| 3 | \$15,370 | \$15,950 | \$16,700 |
| 4 | \$15,950 | \$16,520 | \$17,050 |
| 5 | \$16,700 | \$17,100 | \$17,620 |
| 6 | \$17,260 | \$17,850 | \$18,200 |
| 7 | \$18,300 | \$18,410 | \$18,950 |
| 8 | \$19,475 | \$19,570 | \$19,600 |
| 9 | \$20,700 | \$20,850 | \$20,880 |
| 10 | \$22,000 | \$22,150 | \$22,183 |
| 11 | \$23,300 | \$23,450 | \$23,487 |
| 12 | \$24,710 | \$24,750 | \$24,791 |
| 13 | \$25,390 | \$26,035 | \$26,094 |
| 14 | \$26,070 | \$26,690 | \$27,400 |
| 15 | \$26,760 | \$27,395 | \$28,125 |
| 16 | \$27,460 | \$28,100 | \$28,850 |
| 17 | \$27,892 | \$28,865 | \$29,575 |
| 18 | \$28,320 | \$29,360 | \$30,300 |
| 19 | \$28,750 | \$29,760 | \$31,000 |
| 20 | \$29,190 | \$30,260 | \$31,700 |

E. Longevity Scale

| | <u>1994-95</u> | <u>1995-96</u> | <u>1996-97</u> |
|----------------|-----------------------|-----------------------|-----------------------|
| 21 to 24 years | \$3,225 | \$3,225 | \$3,225 |
| 25 to 28 years | \$3,525 | \$3,525 | \$3,525 |
| 29 to 32 years | \$4,425 | \$4,425 | \$4,425 |
| 33+ years | \$4,925 | \$4,925 | \$4,925 |

As a one time provision, any attendance officer who reaches the 11th step of the guide in 1990-91 shall receive a \$500.00 longevity increase and, in 1991-92, an additional \$300.00 longevity increase.

a. The full amount of terminal leave compensation shall be paid July 15 of the year following the member's separation from service

b. The total remaining sum shall be paid in equal annual payments over a period of two (2) - four (4) years following the employee's separation from service. The number of annual payments shall be determined by the employee. Said payments shall be paid July 15 of each year.

3. Terminal leave compensation monies shall be paid to the employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and payment. In the former circumstance the payment shall be made to the estate under (C.1). In the latter circumstance the monies shall be paid according to the choice made by the employee.

ARTICLE XVI

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself,

without limitation, all powers, rights, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing only executed by both parties.

ARTICLE XX

TERMINATION AND RENEWAL

This Agreement shall become effective July 1, 1994 and shall continue in full force and effect until June 30, 1997. After June 30, 1997 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.

ATTEST:

NORTH BERGEN BOARD OF EDUCATION

John P. Kelly
Secretary

by: Mary R. Calabrese
President

Date: 12-21-94

Date: 12/21/94

NORTH BERGEN ATTENDANCE OFFICERS ASSOCIATION

Andrea Spina
Secretary

by: Peggy Stankard
President

Date: 12/21/94

Date: 12/21/94