

AGREEMENT BETWEEN THE

BLOOMINGDALE BOARD OF EDUCATION

AND THE

BLOOMINGDALE EDUCATION ASSOCIATION

July 1, 2022 – June 30, 2025

I. RECOGNITION

The Board hereby recognizes the Bloomingdale Education Association as the exclusive bargaining representative for all school secretarial and Central Office personnel, excluding Secretary to the Superintendent and Secretary to the Business Administrator.

The term "employee" when used herein shall mean all members of the Association unless otherwise noted.

II. REPRESENTATION FEE

Prior to the beginning of each membership year, the Association will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members.

The Board will deduct the representation fee in equal installments as nearly as possible from the paycheck 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/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.

III. LEAVE TIME

A. Sick Leave

1. Each secretary or office personnel shall be entitled to one day per month for each month worked.
2. Unused sick days shall accumulate from year to year.
3. Upon cessation of employment, all present employees who have at least 10 or more years of continuous employment in Bloomingdale shall be reimbursed for their accrued sick leave, based on the member's per diem salary at that time, but shall not exceed \$10,000 "capped". Payment of the above amount shall be paid by July 15 of the year of retirement.

B. Bereavement Leave

1. An allowance of five (5) consecutive days' leave, within seven (7) calendar days of death shall be granted to each person at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, child, brother or sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, spouse or anyone of the same household as the employee. Two (2) days' bereavement leave shall be granted for grandparents-in-law, brother-in-law, sister-in-law, aunts and uncles. In the event that additional days are needed, the superintendent may grant, upon written request, these days from the secretary's personal leave days bank.

C. Personal Leave

1. Each Association member shall be granted six (6) days leave for personal business. Unused personal days shall be accumulated as sick days. The employee shall be permitted to carry-over unused personal days into the following school year; however, the maximum amount of personal days in one school year shall never exceed seven (7).
2. Except in cases of emergency, all requests for leave shall be in writing (on a pre-printed form supplied by Superintendent's Office) to the Superintendent, or his delegated agent, two days prior to the date requested.
3. Sequential days, in the event of an emergency, may be taken with the approval of the Superintendent and will not reasonably be denied.

D. Leave of Absence/Maternity

1. All employees, pregnant or adopting, shall be granted a leave of absence without pay, for a period of up to one year. A leave of absence shall be submitted in writing to the Superintendent. Accumulated sick days may be used toward this leave of absence. Additional leave is at the recommendation of the Superintendent and approval of the Board.

E. Disability Leave

1. Any employee who experiences a disability arising out of, but not limited to surgery, hospital confinement, medical treatment, pregnancy, childbirth, miscarriage and/or recovery shall apply for and receive a disability leave upon presentation of documentation from a medical doctor.
2. Disability leave shall be charged to accumulated sick leave, if any, of said employee. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage as provided to all employees under this agreement. Insurance coverage provided at Board expense shall not exceed one year.

F. Illness in Family

1. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of an employee's immediate family or a family member resident in the employee's home, upon presentation of a physician's letter stating need as per Family Leave Act.

G. Holidays

1. All Association members shall receive the following paid holidays. In the event that school is in session on any of the holidays listed below, all Association members shall receive a day in lieu of the holiday during the school year.

Independence Day
Labor Day
Columbus Day
½ Day Before Thanksgiving
Thanksgiving Day
Thanksgiving Day After

New Year's Day Before
New Year's Day
Floating Holiday
Martin Luther King
Lincoln's Birthday

½ Day Before Winter Break
(same as teachers)

President's Day
Christmas Day Before
Christmas Day
Christmas Day After

Good Friday
Memorial Day
All work days between
Christmas Day After and
New Year's Day Before

2. All unit members shall be entitled to two days leave for the annual New Jersey Education Association Convention with pay.

H. Vacations

1. Vacation time for twelve (12) month Association members in this unit shall be based on the year's service from July 1 starting date and shall be as follows:

After six (6) months service	5 days
After one (1) year	10 days
Five (5) years - ten (10) years	15 days
Over ten (10) years - fifteen (15) years	20 days
Over fifteen (15) years	25 days

2. For School Secretaries, up to two weeks may be taken while school is in session. Any request exceeding the above mentioned guidelines must be approved by the Superintendent of Schools. Except for extenuating circumstances, requests for vacation must be made at least one month in advance.

I. Definition of Part-time/Full-time Employees

Part time employees will receive sick days, personal days, and vacation days on a pro rated basis. No person hired after the effective date of this contract as a part time employee (less than 35 hours and 50 minutes per week) shall be eligible for health benefits.

Upon implementation of this contract a full time employee shall be defined as one who works a minimum of 35 hours and 50 minutes per week.

Any full time employee covered under this agreement currently receiving benefits would not lose said benefits if their hours are reduced.

IV. INSURANCE PROTECTION

Employees shall pay health insurance contributions for medical and prescription only in the amounts as set forth by law P.L. 2011, c. 78, or P.L. 2020, c. 44, whichever is applicable, through payroll deduction.

A. Medical/Health Plan

1. Effective on or about February 1, 2021, all eligible employees shall be enrolled in the School Employees Health Benefits Program (SEHBP). NJ Direct 10 shall be the base plan for all eligible employees unless state law dictates an employee must be enrolled in the educators plan or garden state health plan. Any employee changing to a less expensive program within the SEHBP will receive an annual payment equal to 25% of the Board's cost savings between the employee's previous program and the chosen SEHBP program.
2. All new employees are to be enrolled in the SEHBP. Single coverage will be provided at Board expense until tenure. Upon tenure, multi-member (family, husband/wife, parent/child, etc.) coverage will be provided under the SEHBP at Board expense.
3. The parties further agree that the District's health insurance broker may present to the members on the pros/cons of the lower cost plan(s) during a faculty meeting or on an in-service day during the current and future school years.

B. Dental Plan

The Board shall provide single, two party or 100% of the family contract coverage to all eligible Secretaries.

Employees who have not begun active employment with the district on or before June 30, 1997 shall receive single benefits. Upon tenure, the employee is eligible for single, two party or family benefits.

The Board agrees to provide a dental plan, which includes the following elements:

- | | | |
|----|---------------------------|---------------------------------------|
| 1. | Preventive and Diagnostic | 100% |
| 2. | Basic Services | 80/20 co-pay |
| 3. | Prosthetic Benefits | 50/50 co-pay |
| 4. | Child orthodontia | 50% up to \$2,000 per dependent child |

The maximum amount payable for the above services shall be \$2,000 per calendar year.

Any cost assessed to a BEA member will be deducted in pre-tax dollars. The Board agrees to provide appropriate dental coverage at no cost to all eligible members provided the members are enrolled in the SEHBP medical and

prescription. If medical and prescription are waived, the members would be responsible for paying a contribution pursuant to P.L. 2011, c. 78 towards the dental.

C. Prescription Drug Plan

The Board shall provide single, two-party or family coverage to all eligible Secretaries through the SEHBP, effective February 1, 2021.

Employees hired after June 30, 1997 shall receive single benefits. Upon tenure the employee is eligible for single, two party or family benefits.

D. Change in Insurance Carriers

It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence at the time of the anticipated change.

E. Notes

The board agrees to distribute information regarding enrollment dates and supplementary information as may be available to staff members once per year.

Certified retired Secretaries will be given the option of continuing the medical coverage provided by the board, provided they pay the costs of such coverage.

F. The premium cost for Secretaries who purchase medical or prescription coverage will be made in twenty (20) equal payments through payroll deductions.

G. Secretaries who voluntarily waive the SEHBP insurance benefits set forth above, will be paid twenty-five percent (25%) of the cost savings of the program(s) in which the employee is currently enrolled up to \$5,000 as per P.L. 2011, c. 2. Employees hired after the date of this Memorandum shall receive twenty-five percent (25%) of the cost savings of the lowest cost program(s). Payment will be made in two installments – January 31st and June 30th. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the teacher was employed. An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account.

H. Vision Plan

The Board shall provide reimbursement of \$200/employee bi-annually toward the purchase of glasses/contact lenses for the family, with receipts.

I. Disability Insurance

A voluntary Disability Insurance Plan shall be maintained with Prudential Insurance Co. Payment for the Plan I, Step 2, as attached, shall be made by the Board. The Board's cost for the plan shall not exceed \$350 per employee per year. Should an employee wish to upgrade his/her plan, the cost of the upgrading will be borne by the individual.

V. WORK DAY/ OVERTIME

Secretaries will begin the work 20 minutes before the start of the student day and end 40 minutes after the end of the student day. Any work between 38 hours per week and 40 hours shall be compensated at regular wages based on the secretary's per diem rate. Any work in excess of 40 hours shall be compensated by time and ½ calculated on secretary's salary for each hour worked, with the approval of the Principal/ Supervisor or Administrator. There will be a guaranteed rate of time and ½, a minimum of 2 hours pay, calculated on employee's salary for call-ins.

VI. TENURE

Tenure shall be granted to Association members in accordance with state law.

VII. PERFECT ATTENDANCE

A Staff Attendance Incentive Program will be implemented by the Superintendent or designee. The following rewards will be received by secretaries who qualify according to the requirements of the plan. These rewards must be spent on office or office-related materials or equipment.

No Days Absent	\$225
One Day Absent	\$175
Two Days Absent	\$125

VIII. SALARIES

Salaries for Association members will be increased as follows with additional increments as noted for achievement of Bachelor (\$2,000), Associate (\$1,000) Degree:

Effective July 1, 2022, and retroactive to July 1, 2022, the employees in the unit shall receive an increase of 3.25%.

Effective July 1, 2023, and retroactive to July 1, 2023, the employees in the unit shall receive an increase of 3.25%.

Effective July 1, 2024, and retroactive to July 1, 2024, the employees in the unit shall receive an increase of 3.25%.

Additional non cumulative increments will be given to all Association members after five (5) years service in the Bloomingdale School System as follows:

After 5 years	\$1,000
After 10 years	\$1,500
After 15 years	\$2,250
After 20 years	\$4,525
After 25 years	\$5,550

Starting salary for all new full time employees beginning July 1, 2021 is as follows:

Assistant	\$30,000
Secretary	\$45,000

IX. GRIEVANCE PROCEDURE

A. Definitions

1. "A grievance is a claim by a secretary or representatives of secretaries based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a secretary or a group of secretaries."
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.
4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a non-tenured secretary, which arises by reason of his/her not being re-employed.
5. The term "days" as defined under this article shall be secretarial working days.

B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any secretary having a grievance may discuss the matter informally with any appropriate member of the

administration and have the grievance resolved with or without intervention of the Association provided the solution is not inconsistent with the terms of this agreement and state statutes.

C. Procedure

1. Step One

The aggrieved person presents the grievance in writing, directly or through his/her Association Representative to his building principal. The grievance shall identify the specific alleged violation and the requested remedy. An interview is arranged within two days; a decision in writing is given by the principal within five days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

2. Step Two

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person has five days to file an appeal with the superintendent. The superintendent or designee shall arrange another interview with the aggrieved person through the Association Representative(s), within three days. Within five days following the interview the superintendent shall give his written decision to the aggrieved person and the Association Representative.

3. Step Three

If the aggrieved person is still not satisfied, he/she may, within five days of the superintendent's decision, make a written request to the Board through the Association for a review of the decision. The Board or its designated committee shall set a hearing date to be held by the second advertised meeting of the Board after the receipt of the aggrieved person's request. Within ten days after the next scheduled board meeting, the Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this agreement, he/she may ask the Association to notify the Board in writing within fifteen days of his desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by P.E.R.C.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- d. An aggrieved person shall not have the right to refuse to follow an administrative directive or a Board policy on the grounds that he has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- e. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within 30 school days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- f. Documents dealing with the process of grievances shall be filed separately from the personnel file of the participants.
- g. To insure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

X. MISCELLANEOUS

- A. Pay periods shall be twice per month, with the first paycheck in September issued as early as possible and the last paycheck in December will be paid before the Holiday recess.
- B. No disciplinary action of any kind shall be taken against any employee without just cause.
- C. School Secretaries shall not be required to run off copies for teachers, except in the case of an emergency.
- D. All job openings shall be posted at least one week before the job is filled.
- E. Association members will be given the opportunity to apply for stipend positions.

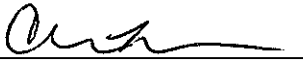
- F. Courses taken to upgrade skills pertaining to job responsibility shall be paid for by the Board at a cost not to exceed \$1,500.00 per year. Courses shall be approved by the Superintendent.
- G. The Board agrees to provide mileage reimbursement in the amount of the I.R.S. or NJ OMB allowance, whichever is permissible by either advisory or law, per mile for those staff personnel who must travel in the performance of their duties.
- H. Employees attending workshops related to job responsibilities or requirements will be reimbursed by the Board, with the same conditions as Regulations #9250, subject to approval of the Superintendent.
- I. When there is a declared snow day the Superintendent shall not require the secretarial staff to be at work. When there is a delayed opening and/or early dismissal, secretaries will be expected to report and may leave as soon as buses are in/out, except on cases of emergency.
- J. To maintain open communications between the Board and secretarial staff, it is agreed that members of the Association will meet with the Association Representative at least two times per year.
- K. Secretaries will be paid upon retirement for up to 10 unused vacation days at 50% of their individual daily rate at the time of retirement.

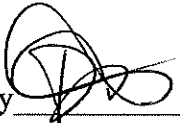
XI. DURATION OF AGREEMENT

This agreement will be effective retroactively to July 1, 2022, and shall continue in effect until June 30, 2025.

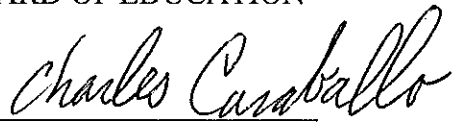
IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale Education Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.


ASSOCIATION

by 
Co-President

by 
Co-President

BOARD OF EDUCATION

by 
President

by 
Board Secretary