

AGREEMENT

between

THE BOARD OF EDUCATION  
OF THE BOROUGH OF FORT LEE  
IN THE COUNTY OF BERGEN

and

FORT LEE EDUCATION ASSOCIATION,  
formerly known as the Fort Lee  
Coalition of Teachers, as agent  
for and representative of all  
secretarial, clerk-typist and  
bookkeeper employees who comprise  
the unit set forth in Article 1  
of the within Agreement

covering the period

X July 1, 1986 through June 30, 1988

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PREAMBLE

This Agreement is entered into the 3rd day of October, 1986, by and between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN, hereinafter called the "BOARD", and the FORT LEE EDUCATION ASSOCIATION, formerly known as the Fort Lee Coalition of Teachers, hereinafter called the "ASSOCIATION" or the "COALITION", as agent for and representative of all secretarial, clerk-typist and bookkeeper employees who comprise the unit as defined and set forth in Article 1, "Recognition" of this Agreement.

Whenever the name "Fort Lee Coalition of Teachers" appears in this Agreement, the same is hereby amended to read "Fort Lee Education Association".

## ARTICLE I

## RECOGNITION

1. The Board hereby recognizes the Fort Lee Coalition of Teachers during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-certified secretarial and clerk typist personnel who comprise the unit hereunder as follows:

- a. Secretaries
- b. Clerk-typists
- c. Bookkeepers
- d. Career resource technician

2. The following positions are hereby specifically excluded from the negotiations unit:

- a. Per diem appointments
- b. Substitutes, including long term substitutes
- c. Two (2) Secretaries to the Superintendent of Schools
- d. Senior Secretary to the Secretary of the Board of Education
- e. Senior Secretary to the Supervisor of Buildings and Grounds.

## ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

A. 1. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Coalition is authorized to negotiate in accordance with Article I "Recognition", of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of the Board and approved by appropriate Resolution of the Coalition by its internal procedures, shall be signed by the Board and the Coalition. Prior to execution of the Agreement, the Coalition's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.

2. The Coalition shall submit its contract proposals to the Board of Education through the Superintendent of Schools no later than twenty (20) school days after the commencement of school in the calendar year in which this Agreement expires, and such submission of proposals shall constitute the opening of formal negotiations.

1. The failure or refusal of the Board to renew a contract of a non-tenure employee;
  2. In matters where a method of review is prescribed by Title 18A, Education, or by any rule, regulation or by law of the State Commission of Education or the State Board of Education.
- c. The term, aggrieved person, is the employee or Coalition making the claim.
- d. The term, employee, shall mean any, regularly, employed individual covered in ARTICLE I, RECOGNITION.
- e. The term, party in interest, is the aggrieved person, his immediate superior or any person who might be required to take action, or against whom action might be taken in order to resolve the grievance.
- f. The term, immediate superior, shall mean the person to whom the aggrieved employee is directly responsible under the Code of Appeal attached hereto and made part hereof as Exhibit A.

## 2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise, affecting the employees.
- b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined under the Order of Appeal, and having the grievance adjusted without intervention of the Coalition, provided the adjustment is not inconsistent with the terms of this agreement.

## 3. Procedure

- a. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. An aggrieved employee shall institute action under the provisions hereof within 30 calendar days of the occurrence of the grievance. Failure to file a written grievance within said 30 calendar day period shall be deemed to constitute an abandonment of the grievance.
- c. Level I. An employee with a grievance shall first discuss it with his immediate superior with the objective of resolving the matter informally. A decision shall be rendered within 7 calendar days of discussion.
- d. Level II. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, a grievance may be filed with the Secretary to the Board of Education or his designee within 7 calendar days after the decision is made at Level I. The secretary to the Board of Education or his designee shall arrange a conference with the aggrieved person within 7 calendar days after receiving the written grievance. Within 7 calendar days after the conference, the Secretary of the Board of Education or his designee shall render a written decision.
- e. Level III. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, a grievance may be filed with the Board within 7 calendar days after the decision is made at

3. The Board reserves the right to present a proposal of its own as well as counter-proposals to those presented by the Coalition. Such proposals shall be presented to Coalition in writing within twenty (20) school days of receipt of the Coalition's proposal.

4. Additional proposals, if any, shall be submitted no later than ten (10) school days following the submission in writing of the Board's proposals.

5. During the school week following the twentieth (20th) school day subsequent to the receipt of the proposals submitted pursuant to the provisions of A.3 or A.4 set forth above, whichever is later, the initial negotiations session between the Coalition and the Board shall be held.

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

### ARTICLE III WAIVER

1. This agreement shall not be modified in whole or in part except by an instrument in writing duly and mutually agreed to and executed by both parties, except as otherwise proved by law.

### ARTICLE IV GENERAL PROVISIONS

1. The Agreement is subject to the laws of the State of New Jersey and of the United States, and the decisions, rules and regulations of the State Education Commissioner.

2. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Coalition.

3. The Coalition shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

4. The Coalition and the Board agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions."

### ARTICLE V GRIEVANCE PROCEDURE

#### 1. Definitions

- a. The term, grievance, is any alleged violation of this agreement, or any dispute with respect to its meaning or application.
- b. The term, grievance, and the procedure relative thereto shall not be deemed applicable in the following instances:

Level II. The Board or a committee thereof shall hear the grievance within 20 calendar days after a receipt of the grievance. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within 15 calendar days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the Coalition within 5 calendar days from the date the decision was rendered by the Board. The decision of the Board shall be final, nonappealable, binding, and conclusive on all parties.

4. Representation - Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, a representative selected or approved by the Coalition. When an employee is not represented by the Coalition, the employee may be represented by himself or at his option by a representative of his own choosing. When an employee is not represented by the Coalition, the Coalition shall have the right to be present and to state its views at all stages of the grievance procedure. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. Group Grievance - If, in the judgment of the Coalition, a grievance affects a group or class of employees, the Coalition may submit such grievance in writing to the Secretary of the Board directly and the processing of such grievance shall be commenced at Level II. The Coalition may process such a grievance through all levels of the grievance procedure.

#### 6. Miscellaneous

a. All unsatisfactory decisions rendered to the aggrieved person at Levels II and III shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to all parties in interest and to the Coalition.

b. All grievance filed by the aggrieved person at Levels II and III shall be in writing, specifying: (i) The nature of the grievance; (ii) the results of the previous discussion; and (iii) the basis of his dissatisfaction with the determination. Copy of the aforesaid written grievance shall be furnished by the aggrieved employee and to the Secretary of the Board.

c. 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 as heretofore referred to in this Article.

d. 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.

ARTICLE VI  
NO STRIKES

1. The Coalition agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. The Coalition agrees that such action would constitute a material breach of this Agreement. In the event that Coalition members participate in such activities in violation of this provision, the Coalition shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event of any such activity by the Coalition or any of its officers or members, the Board shall be entitled to invoke any of the following alternatives:

- a) Withdrawal of Coalition recognition
- b) Withdrawal of dues deduction privileges;
- c) Such activity shall be deemed grounds for termination of the employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Coalition or its members.

ARTICLE VII  
EMPLOYEE WORK YEAR

1. Term of Employment - The term of all employees shall be 12 months, July 1st to June 30th, or 10 months, September 1st to June 30th, or such other period as shall be fixed by the Board with prorated pay on salary scale.

2. Hours of Work

- a. Between September 1st and June 30th, all full-time employees covered by this Agreement, whether serving on a 12-month or 10-month basis, shall work 8 hours per day, Monday through Friday inclusive of one hour for lunch, during the hours from 8:00 a.m. to 4:00 p.m. On Fridays, however, dismissal time shall be 3:45 p.m. The lunch period shall be taken at a time scheduled by the employee's supervisor, or set forth in the Code of Appeal, Schedule A, and under no circumstances shall the employees covered by the terms of this agreement take such lunch period other than at their scheduled time.
- b. Between July 1st and August 31st all full-time employees serving on a 12-month basis shall work 7½ hours per day, Monday through Friday inclusive of one-half hour for lunch, with a daily period of employment covering a starting time of 8:00 a.m. and a closing time of 3:30 p.m. The lunch period shall be taken at a time scheduled by the employee's superior, as set forth in the Code of Appeal, Schedule A, and under no circumstances shall employees covered by the terms of this Agreement take such lunch periods other than at the scheduled time.
- c. A 15-minute coffee break shall be permitted each employee daily. When two or more employees covered by this Agreement are assigned to the same office, coffee breaks shall be scheduled so that at least



one employee shall be on duty at all times during the scheduled work day for such office.

d. The hours of work for part-time employees, including beginning and ending times and lunch periods, if any, shall be established by the Board.

### 3. Vacations

a. Only those employees employed full time on a 12-month contract shall be entitled to paid vacation. Such employees shall receive vacation as follows:

After completion of one year full-time service under a 12-month contract.....2 weeks vacation

After completion of two years full-time service under a 12-month contract.....3 weeks vacation

After completion of five years or more full-time service under a 12-month contract.....4 weeks vacation

b. Vacations must be taken between July 1st and September 1st according to a schedule determined by the employee's immediate superior as set forth in the Code of Appeal, Schedule A. Vacations may be taken after the months of July and August upon the recommendation of the employee's immediate superior as set forth in the Code of Appeal, Schedule A, and upon the approval of the Superintendent of Schools, but in no case after December 31st.

c. Every employee shall be credited each month with the earned portion of his yearly entitled vacation allowance; and when an employee's services are terminated prior to the close of the school year, he shall be paid over and above the salary due for the portion of the annual vacation earned until the time of termination.

### 4. Holidays

a. All employees covered by the terms of this Agreement shall be entitled to the following holidays with full pay, provided such holiday occurs on the employee's regular work day and school is not open for pupils:

Independence Day	December 31st
Labor Day	New Years Day
Columbus Day	Lincoln's Birthday
Presidential Election Day	Washington's Birthday
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	Rosh Hashanah (2 days)
December 24th	Yom Kippur (1 day)
Christmas Day	Teachers' State Convention (2 days)
	Martin Luther King's Birthday

b. Vacation days falling within the Christmas and Easter periods when pupils are not in session, as defined in the Board of Education's adopted school calendar for the appertaining school year, will be allowed for employees except as

1. a need for any secretary's services at this time may be established by the secretary's immediate superior for service in any office within the school system to which the secretary is regularly assigned, or
2. a need for school secretaries' service at this time may be established by the Superintendent of Schools for service in his own office or any school office, or
3. a need for school secretaries' service at this time may be established by the Secretary of the Board of Education for service in his office, or
4. a need for any and all secretaries' service at this time may be established by a resolution adopted by the Board of Education, and
5. all of this service in the aggregate will not exceed for any secretary two days within the Christmas vacation period and two days more within the Easter vacation period, and
6. in advance of the first day of each such vacation period for which these secretarial services will be needed, a notice of at least one week will be given to each secretary thus wanted for service.

c. Work performed by secretaries beyond the regularly scheduled work week shall be compensated with comp time or overtime pay, at the employee's option. Overtime between the regular work week and forty hours shall be compensated at straight time whether comp time or pay. Overtime over 40 hours shall be compensated at time and one-half whether comp time or pay. Work performed on vacations or holidays shall be compensated at time and one-half whether comp time or pay.

5. Jury Duty - Any employee who is required to serve on jury duty in the State of New Jersey will receive his full salary during the period of such service, less the amount received by the employee as compensation for said jury duty.

6. Lunch Period (Away from Building) - Employees may leave the building without requesting permission during their scheduled lunch periods.

7. Snow Days - When a determination by the Superintendent of Schools has been made prior to the opening of the school day that school shall be closed because of snow or other emergency, then an employee assigned to the appertaining school for all or a portion of the school day shall not be required to report to work for the day.

8. Tuition Benefit - All members of the bargaining unit shall be entitled to attend the Fort Lee Adult School without payment of tuition when taking courses related to their job functions provided the taking of the course has been approved by the Superintendent of Schools or his designee.

9. Seniority - Whenever a reduction in force shall take place in any job classification, the lay-off shall be made on the basis of seniority, i.e., the person laid-off shall be the person with the least seniority in the job classification in question.

#### ARTICLE VIII SALARIES

1. Salaries for the various job categories shall be set and paid in accordance with (a) The Salary Guide for 1984-1985 which is attached hereto and made part hereof as Exhibit B for the period July 1, 1984 through June 30, 1985; and (b) The Salary Guide for 1985-1986 which is attached hereto and made part hereof as Exhibit C for the period July 1, 1985 through June 30, 1986.

2. Exhibit C - Salary Guide for 1985-1986 has not been finalized as of the date of this agreement. Both parties agree that the actual 1985-1986 Salary Guide shall be finalized only by mutual agreement of the parties hereto in accordance with the applicable provisions of the Memorandum of Understanding dated August 22, 1984 between the parties hereto.

3. Method of Payment

- a. Twelve month and ten month employees shall be paid every other Friday.
- b. When a pay-day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

4. Withholding of Increments

- a. The salary increments specified in the salary guides (Schedule B and C attached hereto) are not automatically granted, but are conditioned upon the recommendation of the Secretary of the Board, in case of employees employed in the Board Secretary's office, and office of the Supervisor of Buildings and Grounds, or upon the recommendation of the Superintendent of Schools in all other cases.
- b. The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or other just cause, the increment of any employee.
- c. Increments may be withheld in accordance with the following:
  1. The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause by the Board Secretary or the Superintendent of Schools, as the case may be.
  2. The employee shall be given a reasonable amount of time to make up the deficiencies.
  3. The Board reserves the right to accept or reject any recommendations to withhold a salary increment.
  4. Prior to voting on the recommendations to withhold a salary increment, the Board shall inform the employee of his right to an informal conference before the Board or a committee of the Board.
  5. A withholding of increment shall not be subject to the grievance procedure.

5. Credit for Experience - Whenever a person shall hereafter accept office, position or employment as a member of the secretarial/clerk-typists staff, the initial place on the salary guide shall be at such point as may be agreed upon by the employee and the Board. The Board shall evaluate experience and skills and shall have the sole and exclusive right to fix and determine the starting place on the salary guide.

6. Payroll Savings Plan - Each employee may individually elect to have a percentage of his salary deducted from his pay check and deposited within ten (10) days from the dates of the pay period in the East Bergen Teachers Federal Credit Union.

ARTICLE IX  
SICK LEAVE

1. All employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.

2. All employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (Meaning, the portion that is beyond the accumulated sick leave days) regular salary less fifty percent of regular salary (regardless of whether a substitute is employed), under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

Days Accumulated	Additional Days
1 - 30	Two days for each day listed in the column to the left
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

3. The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:

- a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.
- b. These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be  $\frac{1}{2}$  of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days totally of this payment within the terminal leave period shall be allowed.
- c. The said salary payment within the period of terminal leave shall be calculated on the basis of  $\frac{1}{20}$ .
- d. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.

4. Any employee wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit D. The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with

the covering note\*\* of justification from the employee's personal doctor and also a stamped envelope self-addressed to the employee.

\*\*Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to him the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick-leave absence of any employee of the Board of Education shall have passed ten consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physicians's diagnosis of the involved illness or injury, and (2) the physicians's prognosis of the anticipated date for said employee's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and to the Secretary of the Board of Education, and the Superintendent of Schools.

ARTICLE X  
TEMPORARY LEAVE OF ABSENCE  
ALLOWED ABSENCE FOR OTHER THAN  
PERSONAL ILLNESS

1. Emergency Leave - Only employees working more than half time on a 10 or 12 month contract shall be entitled to emergency leave. A total of five days of emergency leave shall be allowed an employee without pay deduction when his absence is necessitated by:

- a. Court Order.
- b. Death, critical illness, injury to or an emergency in a member of his family (Father, Mother, brother, sister, husband, wife or child) or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's household.
- c. Any emergency to personal property and residence.

The employee may be required to submit to the Board of Education through

the Secretary to the Board of Education, in cases concerning employee assigned to the Board Secretary's office or the Supervisor of Buildings and Grounds' Office, or through the Superintendent of Schools in all other cases, a statement of the necessity for his absence. In case the employee claims illness of a relative the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

2. Personal Leave - Only employees working more than half time on a 10 or 12 month contract shall be entitled to emergency leave. Annually one (1) day of personal leave shall be allowed an employee without pay deduction. Written application to the employee's supervisor or other immediate superior for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except, however, that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

3. The report form titled Employee's Report of Reason for Absence, Exhibit E shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

4. No employee of the Board of Education shall remain absent from said employee's work over more than ten consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Secretary to the Board or the Superintendent of Schools, as the case may be, to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Secretary of the Board or the Superintendent of Schools as the case may be, is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

#### ARTICLE XI EXTENDED LEAVE OF ABSENCE

1. Full time employees on a 12 or 10 month contract shall be entitled to extended leaves of absence pursuant to this Article.

2. The following maternity leave provisions shall apply as extended leaves of absence:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

a. Maternity leave shall be granted subject to the following conditions:

1. An employee shall notify the Board Secretary in the case of employees assigned to the Board Secretary's Office or the Office of the Supervisor of Buildings and Grounds, or the Superintendent of

Schools in all other cases, of her pregnancy as soon as it is medically confirmed.

2. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

3. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.

4. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

c. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

d. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.

f. No employee shall be removed from her duties during pregnancy, except upon one of the following:

1. The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.

2. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
  - i. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
  - ii. The Board's physician and the employee's physician agree that she cannot continue working, or
  - iii. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

3. Any other just cause.

g. The report form S-29, titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon

which the employee returns to work, following any day of absence for any reason.

3. The additional sick leave allowance, as set forth in Article IX, Paragraph 2, shall constitute an extended leave of absence.

#### ARTICLE XII HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:

- a. New Jersey Blue Cross hospitalization.
- b. New Jersey Blue Shield medical-surgical, including Rider J.
- c. Major Medical insurance.

2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.

3. The Board agrees to pay up to a maximum of \$42.25 per employee per month for a dental coverage plan for all employees covered by this Agreement during the school years 1984-1985 and 1985-1986. Any additional cost of such plan shall be borne by the individual employee. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

4. (Blank)

5. The Coalition reserves the right, at its option, after reasonable notification to the Board to allow for necessary administrative changeovers to select a dental plan insurance carrier of its own choice.

6. The Board agrees to pay up to a maximum of \$27,000 for the 1984-1985 school year and the 1985-1986 school year for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board by a separate written contract agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

#### ARTICLE XIII DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the salaries of its employees covered by this agreement dues which said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275 New Jersey Public Laws of 1971, N.J.S.A. (R.S.) 52:14-15.9 and under rules established by the State Department of Education. Said monies together with records of any corrections, shall be transmitted to the Treasurer of the Coalition. Employee authorizations shall be in writing.



2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Coalition shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Coalition the total deductions.

3. The Coalition will provide the necessary "check-off authorization" form and the Coalition will secure the signatures of its members on the forms and deliver the signed forms to the Secretary of the Board. The Coalition shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Coalition to the Board.

4. Upon the written voluntary request of any employee, the Board agrees to deduct from said employee's salary an amount so specified in writing by said employee, said deducted amount to be paid over by the Board upon said employee's written direction to any annuity plan or any disability insurance plan designated by the employee and agreed to by the Coalition. It is understood and agreed that the sole, limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection therewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party of any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to any annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual employee. Nothing herein contained shall require the Board to make payments to more than one plan for all employees at any one time.

5. In connection with the said deductions and payments for annuity and/or disability plan as set forth in "4" above, Coalition and/or the individual employee must furnish to the Board (i) written notice 30 school days prior to the effective date of the initial deduction to be made and (ii) written notice 30 schools days prior to the effective date of any change whatever in the aforementioned deduction or plan. It is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the employee.

6. In connection with the annuity and/or disability plan deduction provided in "4" above, the Coalition will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Board Secretary or his designee. The Coalition shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Coalition to the Board.

7. Subject to the right of the Coalition to change the disability plan, the Coalition approves the N.J.E.A. Disability Insurance Plan underwritten by Washington National Insurance Company.

ARTICLE XIV  
BOARD RIGHTS AND RESPONSIBILITIES

1. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

2. The Board at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the express and specific limitations imposed by the terms of this agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of reduction of force or (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

3. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and 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 New Jersey and the United States.

4. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18:A, Education, School Laws of New Jersey, or any other state or Federal Laws or regulations as they pertain to education.

ARTICLE XV  
VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Notification of Vacancies - Date - No later than May 1st of each school year, the Secretary of the Board shall deliver to the Coalition and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests - Employees who desire to transfer to another building may file a written statement of such desire with the Secretary of the Board in those cases where the employee is assigned to the office of the Board Secretary, or the Office of the Supervisor of Buildings and Grounds, or to the Superintendent of Schools in all other cases. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted not later than April 1st and must be resubmitted annually by the employee desiring such change.

3. Posting - As soon as practicable, and no later than 10 calendar days the Secretary of the Board or the Superintendent of Schools, as the case may

be, shall post in each school and deliver to the Coalition a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.

4. In the event the employee believes that the procedures outlined above have not been followed, he shall immediately notify the Secretary of the Board or the Superintendent of Schools, as the case may be, in writing of such procedural defects. The Board Secretary or the Superintendent of Schools, as the case may be, will have 20 calendar days from such notification to rectify the procedural defects. In the event the Secretary of the Board or the Superintendent of Schools, as the case may be, fails to rectify such defects, the employee shall have the right upon his written request made within five days after the expiration of the said 20 calendar day period, to an informal conference with the Board or a committee of the Board. The conference with the Board shall be expressly limited to the procedural defects only.

5. Decision of the Board - The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance, shall not be a subject of or a cause for invoking the grievance procedure.

6. Exclusion - All vacancies occurring after May 1st are expressly excluded from the provisions of this ARTICLE and may be filled by the Board or its designee at any time and without complying with the provisions of this ARTICLE.

#### ARTICLE XVI INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Use of Voluntary Requests - No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the best interests of the School District.

2. Notice - Notice to the employee involved in an involuntary transfer or reassignment shall be given as soon as practicable, but not later than June 1st, except in cases of emergency, vacancies occurring after June 1st, or temporary transfers or reassignments.

#### 3. Meeting and Appeal

a. In the event that an employee objects to the transfer or reassignment upon request of the employee, the Secretary of the Board, in the case of employee assigned to the Office of the Secretary of the Board or to the office of the Supervisor of Buildings and Grounds, or the Superintendent of Schools in all other cases, shall meet with him. The employee may, at his option, have a Coalition representative present at such meeting. The decision of the Secretary of the Board or the Superintendent of Schools, as the case may be, shall not be subject to the grievance procedure and shall be final and non-appealable, except as expressly otherwise set forth in Sections 3.b) and 3.c) below.

b. In the event an employee believes that the procedures outlined in Section 2. and 3.a) above have not been followed, he shall immediately notify the Secretary of the Board or the Superintendent of Schools as the case may be of such procedural defects. The Secretary of the Board or the Superintendent of Schools will have 20 calendar days from such notification to rectify the procedural defects. In the event the

Secretary of the Board or the Superintendent of Schools fails to rectify said defects, the employee shall have the right, upon his written request made within 5 calendar days after the expiration of the said 20 calendar day period to an informal conference with the Board, or at the Board's option, with a committee of the Board. The conference with the Board or with the committee of the Board shall be limited to procedural defects only.

c. In the event the decision of the Superintendent of Schools, set forth in Section 3.a) of this Article, involves the involuntary transfer or reassignment from an elementary or the Intermediate School to the High School or vice versa, then the employee shall upon written request made within 5 calendar days after the decision of the Superintendent of Schools be entitled to an informal conference with the Board or at the Board's option, a committee of the Board.

4. Decision of the Board - The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance shall not be a subject of or a cause for invoking the grievance procedure.

5. No Stay of Transfer or Reassignment - The decision of the Board Secretary or the Superintendent of Schools as to any involuntary transfer or reassignment of any employee shall not be stayed by any appeal as provided in this Article. The employee under all circumstances whatsoever shall immediately comply with the order of transfer or reassignment as given by the Secretary to the Board or the Superintendent of Schools.

6. Exclusion - All involuntary transfers or reassignments of an emergency nature or a transfer or reassignment of a temporary nature (4 months or less) are expressly excluded from the provisions of this Article and all such transfers and reassignments may be made at any time and without complying with the provisions of this Article, and the employees shall not be entitled to exercise any of the rights granted to them under the provisions of this Article.

#### ARTICLE XVII BULLETIN BOARDS

1. The Board agrees to place bulletin boards at appropriate locations for the purpose of posting coalition meeting notices, announcements and general activities.

#### ARTICLE XVIII MISCELLANEOUS

1. Any individual contract between the Board and an individual employment covered by this Agreement shall be consistent with the terms and conditions of this Agreement, except, however, that the contract with a non-tenure employee shall carry a clause providing for termination of the contract by either party upon a thirty calendar day notice.

2. Copies of this Agreement shall be printed at the joint expense of the Board and the Coalition.

3. Notice - Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the addresses listed below, and the mailing shall be deemed given when placed in the United States Post Office depository with postage prepaid for mailing:

a. If by Coalition to Board at:

School No. 1  
Whiteman Street  
Fort Lee, New Jersey 07024

b. If by Board to Association at:

President, Fort Lee Education Association  
Address to be furnished in writing to Board of Education.

4. The term, school year, as used in this Agreement, shall mean July 1st to June 30th.

#### ARTICLE XIX SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XX FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI

EFFECTIVE DATES

This Agreement shall be in full force and effect as of July 1, 1986 and shall remain in full force and effect through June 30, 1988.

FORT LEE EDUCATION ASSOCIATION

By

*Andrew Zinerman*  
President

BOARD OF EDUCATION OF THE  
BOROUGH OF FORT LEE IN THE  
COUNTY OF BERGEN

By

*Nancy Butler*  
President

Attest:

*Michael J. Boyd*  
Secretary

Attest:

*Ch...*  
Secretary

Members of the Negotiating Committee:

*Leslie Greenberg*  
*Joe Luallo*

Certification

This is to certify that: a) the undersigned have duly authorized to execute the foregoing Agreement on behalf of the Fort Lee Education Association as agents for the representatives of the Negotiation Unit set forth in ARTICLE 1 of the said Agreement; b) the authorization to execute the said Agreement is in accordance and in compliance with the internal procedures of the Fort Lee Education Association; and c) the said Agreement has been duly approved, ratified and affirmed by the said Negotiation Unit.

Dated: October 3, 1986

*Andrew Zinerman*  
President  
Fort Lee Education Association

*Michael J. Boyd*  
Secretary  
Fort Lee Education Association

*Leslie Greenberg*  
Member of  
the Negotiating Committee

*Joe Luallo*  
Member of  
the Negotiating Committee

EXHIBIT - A

CODE OF APPEAL

	Level I	Level II	Level III
All Secretaries and Clerk-Typists assigned to Superintendent of Schools Office	Superintendent of Schools	Board Secretary	Board
All Secretaries and Clerk-Typists assigned to Board Secretary's Office and Office of Supervisor of Buildings and Grounds and Bookkeeper	Board Secretary or his designee	Board Secretary	Board
All Secretaries and Clerk-Typists assigned to Asst. Supt. of Schools, Adult School, Child Study Team, Director of Elementary Education	Superintendent of Schools or his designee	Board Secretary	Board
All secretaries and Clerk-Typists assigned to Elementary, Intermediate, or High School; School Libraries, Guidance Offices; Attendance Office	Superintendent of schools or his designee	Board Secretary	Board

## FORT LEE SECRETARIES' SALARY GUIDE FOR 1986-1987

Years of Credited Experience	SEC.	INC.	C/T	INC.	BKPR.	INC.	CRT	INC.
1	\$ 9,475		\$ 8,935		\$ 11,270		\$ 11,270	
2	\$ 10,035	\$ 560	\$ 9,495	\$ 560	\$ 11,890	\$ 620	\$ 11,890	\$ 620
3	\$ 10,595	\$ 560	\$ 10,055	\$ 560	\$ 12,515	\$ 625	\$ 12,515	\$ 625
4	\$ 11,155	\$ 560	\$ 10,610	\$ 555	\$ 13,220	\$ 705	\$ 13,220	\$ 705
5	\$ 11,805	\$ 650	\$ 11,265	\$ 655	\$ 13,925	\$ 705	\$ 13,925	\$ 705
6	\$ 12,455	\$ 650	\$ 11,913	\$ 648	\$ 14,630	\$ 705	\$ 14,630	\$ 705
7	\$ 13,190	\$ 735	\$ 12,725	\$ 812	\$ 15,610	\$ 980	\$ 15,610	\$ 980
8	\$ 13,920	\$ 730	\$ 13,500	\$ 775	\$ 16,960	\$ 1,350	\$ 16,960	\$ 1,350
9	\$ 14,810	\$ 890	\$ 14,465	\$ 965	\$ 18,050	\$ 1,090	\$ 18,050	\$ 1,090
10	\$ 15,700	\$ 890	\$ 15,385	\$ 920	\$ 19,675	\$ 1,625	\$ 19,675	\$ 1,625
11	\$ 16,720	\$ 1,020	\$ 16,850	\$ 1,465	\$ 21,415	\$ 1,740	\$ 21,415	\$ 1,740
12	\$ 17,740	\$ 1,020	\$ 18,425	\$ 1,575				
13	\$ 19,205	\$ 1,465						
14	\$ 20,780	\$ 1,575						



EXHIBIT - B (page 2)

POSITION	AMOUNT
Senior Secretary in the Office of the Assistant Superintendent of Schools	800
Senior Secretary in the Office of the Supervisor of Instruction	500
Senior Secretary in the Office of the High School Principal	350
Senior Secretary in the Office of the Assistant Principal of the High School	200
Senior Secretary in the Office of the Administrative Assistant of the High School	200
Senior Secretary in the Office of the Guidance Staff, High School	200
Senior Secretary in the Office of the Intermediate School Principal	200
Senior Secretary in the Office of the Guidance Staff, Intermediate School	200
Senior Secretary in the Office of the Child Study Team	250
Senior Secretary in the Office of the Director of Adult Education	200
Senior Secretary in the office of each of the four elementary schools (Nos. 1,2,3,4)	200

CLASS BY DEFINITION

Class I includes:

- Secretaries in the principal's office in the elementary schools.
- Secretary in the high school library.
- Secretary, half time, in the attendance office of the high school.

Class II includes:

- Secretaries in principal's office of the Intermediate School, the principal's office of the high school, the assistant principal's office of the high school, and the guidance office of the high school.
- Secretary, full time, in the attendance office of the high school.
- Secretary to the School Psychologists.
- Secretary to the Supervisor of Instruction
- Secretary to the Director of Adult Education.
- Secretaries, other than the senior secretary, in the office of the Superintendent of Schools, and the office of the Board of Education.

EXHIBIT D

EMPLOYEE'S STATEMENT

Leave of absence for the following reason:

Absence starting on (Date) \_\_\_\_\_ (Month) \_\_\_\_\_ (Day) \_\_\_\_\_ (Year) \_\_\_\_\_

and ending on (Date) \_\_\_\_\_ (Month) \_\_\_\_\_ (Day) \_\_\_\_\_ (Year) \_\_\_\_\_

thus making a total of approximately \_\_\_\_\_ days of absence for this occasion.

No. of working days absent \_\_\_\_\_

No. of days of accumulated sick leave at the onset of this absence \_\_\_\_\_ due to the following illness or injury:

(List your personal doctor's diagnosis if a personal doctor was consulted; otherwise your own diagnosis.) \_\_\_\_\_

as explained in the herewith attached note (this note necessary only when more than 5 days of extended leave is requested) from my personal doctor:

Name of personal doctor \_\_\_\_\_

Full address of personal doctor \_\_\_\_\_

Date of this doctor's note \_\_\_\_\_

I request approval of the Board of Education Medical Director for the following number of additional days as extended leave within the provision of the policy delineated at the top of this form: \_\_\_\_\_

\_\_\_\_\_  
(Date signed) (Signature of Employee)

(School)

ACTION OF THE BOARD OF EDUCATION MEDICAL DIRECTOR ON THE ABOVE APPLICATION

The following portion of this form will be completed by the Medical Director through his affixing an X mark in the appropriate box, then signing and dating this form and subsequently mailing the signed copy to the employee in the stamped, self-addressed envelope that the employee has provided.

I approve the above request.

I disapprove the above request.

\_\_\_\_\_  
(Date signed) (Signature of the Medical Director)

EXHIBIT E

FORT LEE PUBLIC SCHOOLS  
EMPLOYEE'S REPORT OF REASON FOR ABSENCE

S 29

INSTRUCTIONS

For maintaining accuracy in record keeping, this report form should be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work following any day of absence for any reason. For this purpose, the immediate superior is defined as the Executive Director or the employee assigned to administrative duties except that substitute personnel shall submit their reports to the Executive Director and/or designees with authority to receive their school records and submit their reports to the Board of Education office.

The designated immediate superior as the Executive Director shall retain for his or her copy of the report and shall file the other copy in the office of the Executive Director of the Board of Education.

EMPLOYEE'S STATEMENT

On the following date(s) I will be absent for the following reason:

Absence starting on date of \_\_\_\_\_  
(Month) (Day) (Year)

and extending through date of \_\_\_\_\_  
(Month) (Day) (Year)

thus making a total of employment days of absence for this occasion \_\_\_\_\_

No. of working days absent \_\_\_\_\_

For the reason of:

(Check one, and fill in any blanks on item checked, if more than one reason is applicable, list to the left of each box checked the appropriate dates.)

Sick leave (my own personal illness or injury).  
Employees on 12-month contracts allowed 10 days per year and employees on 12-month contracts allowed 12 days per year, in addition to unused portions accumulated from previous years allowed, without pay deduction.

Emergency leave (up to 5 days per year without pay deduction is allowed for ill court order or 12 days for critical illness or injury to an emergency of same nature of my immediate family (father, mother, brother, sister, husband, wife or child, or my in-laws (father-in-law, mother-in-law, sister-in-law) or employee's grandparent and employee's spouse's children's child(ren) in US in units of one employee's immediate family or for death, critical illness or injury of an emergency, state here the relationship of the involved person.)

**(3) any emergency to personal property and residence.**

Personal leave (One day per year without pay deduction is allowed when taking a personal day in accordance with Article XX, Section 18 of the agreement between the parties.)

Attendance at professional conference, convention, or meeting when approved in advance by the Superintendent of Schools or the Board of Education.  
State occasion and place: \_\_\_\_\_

THIS REPORT MAY NOT BE CHANGED AFTER FILING

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Signature of Employee)

2/1/79

\_\_\_\_\_  
(School)