

AGREEMENT
BETWEEN THE
NORTH BERGEN BOARD OF EDUCATION
AND THE
NORTH BERGEN EDUCATION ASSOCIATION
FOR
CUSTODIAL AND MAINTENANCE EMPLOYEES, HOUSEKEEPING, AUDIO
VISUAL TECHNICIANS, SECURITY OFFICERS, COMPUTER TECHNICIANS
AND BUS DRIVERS

JULY 1, 2009 THROUGH JUNE 30, 2012

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PREAMBLE

This agreement entered into as of the first day of July, 2009 between the North Bergen Board of Education, hereinafter referred to as the "Board", and the North Bergen Education 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.

WITNESSETH

WHEREAS, the Association has been certified as the majority representative for all custodial, maintenance employees, housekeeping employees, audio visual technician(s), security officers, computer technicians and bus drivers; and

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole exclusive bargaining agent for all custodial and maintenance employees, housekeeping personnel, audio-visual technician(s), security officers, computer technicians and bus drivers of the Board.

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

ARTICLE I

RECOGNITION

Section 1. The Board recognizes the North Bergen Education Association as the sole and exclusive bargaining agent for collective negotiations concerning the terms and conditions of employment for all employees within the unit, including:

Head Custodian	Housekeeping
Custodians	Bus Driver(s)
Boilerperson(s)	Maintenance
Security Officers	Audio Visual Technician(s)
Computer Technician(s)	Technology Support Specialist

excluding Superintendent of Building and Grounds, Maintenance Supervisor and Administrative Assistant to Maintenance Supervisor, and all other confidential, managerial and supervisory employees.

Section 2. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

Section 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Section 2. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the North Bergen School District.

Section 3. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Section 4. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Section 5. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this agreement with any organization other than the Association for the duration of this Agreement.

Section 6. 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

GRIEVANCE PROCEDURE

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

STEP ONE:

A. The Grievance, when it first arises, shall be taken up orally between the employee and the Assistant Superintendent of Business. The Employee has the right to be accompanied by the Association Representative. All such meetings shall take place after working hours unless such time would not be feasible.

B. If this grievance is not settled during this first informal conference, then such grievance shall be reduced to writing by the Association Representative and served upon the Secretary of the Board at an early date. Where a written grievance has been served upon the Board, the designated representative of the Board will consider such grievance and such Board representative shall confer with the employee or Association Representative within seven (7) working days after the written grievance has been filed with the Secretary of the Board and give a written answer thereto within five (5) working days after said conference.

STEP TWO:

In the event the grievance is not satisfactorily settled by the discussion in Step One, then the same shall be the subject of a conference between the Association and the Board at its next regular meeting.

STEP THREE

In the event the grievance is not satisfactorily settled by the conference in Step Two, within fifteen (15) days, then the matter may be referred by the grieving party to the Public Employment Relations Commission (PERC), which is empowered to hear and determine the propriety of the grievance and its decision thereon shall be final and binding upon both parties. The Association shall copy the Board on all correspondence to PERC.

Section 2. The cost of arbitration shall be shared equally by the Board and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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

Section 4. It is agreed that the arbitrator may not change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

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

Section 6. The decision of the arbitrator shall be in writing and shall include the reasons for such decision, unless mutually agreed to otherwise.

Section 7. Upon prior notice to and the authorization of the Principal, a designated Association Representative shall be permitted as a member of the Grievance Committee to confer with employees on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees.

Section 8. Only one (1) issue at a time may be submitted to a single arbitrator.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

Section 2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and shall forward a request form to the Board Secretary for Board approval.

Section 3. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

Section 4. Adequate bulletin board space shall be reserved in each work location, in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

Section 5. The Association shall have the right to use the inter-school mail facilities and school mail boxes for Association business.

Section 6. In the event there is no Association Representative in any work location, an authorized representative from another work location may be designated authorized representative of the Association by a letter of authorization signed by the President of the Association to carry out all duties and responsibilities of the Association Representative as set forth in this Agreement. The President and/or Vice-President shall be allowed to travel during the workday from building to building provided that they inform their building principal or immediate supervisor prior to leaving the work place.

Section 7. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees.

Section 8. Upon making timely application, employees may apply to the Board for a leave of absence without pay, for the purpose of attending Regional or National Association Conferences or Conventions as authorized delegates. Such leaves of absence shall in no event cumulatively exceed five (5) days during the contract year. An employee shall, upon thirty (30) days notice, be granted a leave of absence not exceeding one (1) year without pay, in order to accept a position with the Association, for which period of time the employee shall not accumulate any seniority, but upon return to his/her position in the bargaining unit, the employee shall resume his/her employment with full seniority accumulated by him/her to the time he/she left to commence such leave of absence and he/she shall return with all rights, privileges and duties appertaining to his/her position.

Section 9. The President and Vice President shall be allowed two (2) days off for attendance at the N.J.E.A. Convention.

Section 10. The President of the Association or his/her designee shall be provided at least forty (40) minutes per day within their work schedule to conduct Association business.

Section 11. The Board shall send to the Association copies of all notices, postings, letters or other correspondence sent to any of its members or group of members.

Section 12. The Association shall receive a copy of a job description for each category of employee covered herein and shall be notified by the Board of any change to said job description.

ARTICLE V

SALARY AND HOURS OF WORK

Section 1. The salaries of all employees covered by this Agreement are set forth in the Appendix.

Section 2. Overtime at the rate of time and one-half (1-1/2) the regular hourly rate of pay shall be paid for all time worked in excess of the shift as defined in this article except double time for asbestos removal work, if the employee has an asbestos certificate.

Section 3. Employees will be paid time and one-half (1-1/2) for all work performed either before or after their starting time or for any work performed on Saturday.

Section 4. Employees will be paid double (2) their regular hourly rate of pay for time worked on Sunday.

Section 5. There shall be the following working shifts, as follows:

A	Custodial First Shift	7:00 A.M. to 3:30 P.M.
B.	Custodian assigned as Boilerperson (Nov. 1 to Mar. 31)	6:00 A.M. to 2:30 P.M.
	(Apr. 1 to Oct. 31)	7:00 A.M. to 3:00 P.M.
C.	Custodial Second Shift	3:00 P.M. to 11:30 P.M.
D.1	Maintenance First Shift (Delivery Person)	6:00 A.M. to 1:30 P.M.
D.2	Maintenance First Shift	7:00 A.M. to 2.30 P.M.
D.3	Maintenance First Shift	8:00 A.M. to 3:30 P.M.
D.4	Maintenance First Shift (Volunteers, New hires and Custodians who shift to Maintenance)	7:00 A.M. to 3:30 P.M.
D.5	Maintenance Second Shift	3:30 P.M. to 11:00 P.M.
E	Housekeeping	5 - 1/2 hours plus one-half hour lunch
F.	Security Officers	6 hours or 8 hours including 40 minute lunch (shifts to be assigned between 7:00 AM and 4:00 PM)
G.	Audio Visual Technician	shift to be assigned during high school day for six hours and 47 minutes including 40 minute duty free lunch

Between July 1 and August 15 of each contract year, 12-month employees will have the option to work 1/2 hour more from Monday through Thursday in exchange for a two hour early dismissal on Friday.

Section 6. A one-half (1/2) hour lunch period shall be taken by employees on their own time during a reasonable period of their shift but not between 12:00 p.m. and 1:30 p.m. except at the discretion of the principal.

Section 7. Time and one-half (1 - 1/2), in addition to holiday pay, will be paid for all employees who will be required to work on any paid holiday set forth herein.

Section 8. Custodians working the second shift shall be paid an additional monthly stipend as per schedule below; maintenance personnel working the second shift shall be paid a different additional monthly stipend as per schedule below. Any maintenance person employed after September 1, 1983, may be assigned to the second shift.

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Custodian	\$110	\$120	\$130
Maintenance	\$130	\$140	\$150

Section 9. The hourly rate of pay to be used as a base in computing overtime of each employee shall be determined by dividing each employee's weekly salary by the number of hours in the regular work week during which such overtime occurs.

Section 10. When a legal holiday occurs on any regular work day, such holiday shall be counted as a day worked for the purpose of determining overtime for the week in which said holiday occurred.

Section 11. It is agreed there shall be no pyramiding of overtime or premium rates; that is, an overtime or pyramid rate need not be required to be paid on any other overtime or premium rate.

Section 12. Employees called in to perform work in an emergency shall receive a minimum of two (2) hours pay for such work. Work contiguous with scheduled work day shall not be eligible for recall payments, only the overtime rate.

Section 13. All part-time personnel shall have their salary prorated.

Section 14. If custodians are asked to perform duties of Housekeeping employees due to an emergency not to exceed five (5) consecutive days no additional compensation shall be given if such work occurs during their regular work day.

Section 15. The Board may hire temporary employees for up to thirty (30) days at a rate not to exceed base salary of a previously negotiated position.

Section 16.

A. Ten-month housekeeping employees will follow the teaching employees' schedule and will not be required to work when school is not in session.

B. The Board may hire twelve month housekeeping personnel. In the event, the Board is desirous of hiring additional twelve month housekeeping personnel, current ten month housekeeping personnel will have first rights to the position(s) on a seniority basis. All twelve month housekeeping personnel shall be paid an additional one-fifth (1/5) of his/her annual contractual salary and shall be entitled to all holidays and benefits listed in this contract. Twelve month housekeeping employees shall be subject to the same calendar as twelve month Board personnel. As such, twelve month housekeeping employees are eligible for all school vacation days, holidays, and a four day work week in accordance with the Boards summer calendar. This will be in lieu of other vacation time.

C. Any housekeeping employees assigned to summer school shall be paid on a per diem basis. Per diem pay shall be calculated as follows:

yearly salary/185 days

Section 17

Effective July 1, 2009, the Board shall provide a clothing allowance to each employee according to the schedule below. Said payment shall be made in a separate check no later than November 30 of any year. All new hires will be provided an additional initial clothing allowance of \$250 within ten days of their date of hire to purchase their first uniform set. These allowances will release the Board from any obligation to provide the uniforms, work boots and inclement weather gear required by Board policy. The Board will supply a list of suggested vendors to each employee.

2009-12: \$950

Section 18 The Board shall provide cold weather/inclement weather equipment.

Section 19. All overtime pay shall be paid in a separate check or in the regular paycheck with the number of hours indicated on the check.

Section 20. Overtime shall be assigned on an equitable basis. Any inequitable assignment, based upon the determination of the Association, shall be subject to the grievance procedure.

Section 21. Lists will be formulated based on seniority in the maintenance department and among the custodians for each school. "One" shall be most

senior. Opportunity for overtime is to be based on said lists. Rotation of lists shall be from "top" position to "bottom".

Section 22. Opportunity for overtime shall be given by personal contact or telephone. A person shall be deemed to have been offered overtime and served same based on: (a) actual time worked; (b) refusal to work when offered the opportunity; or (c) person could not be contacted after a reasonable attempt has been made. Employees absent from work on the next regular work day following an overtime assignment may be required to submit a doctor's note. Failure to do so upon request will result in a loss of one cycle in the overtime rotation. It is the responsibility of an employee to supply an updated phone number to the Supervisor of Custodians and Maintenance.

Section 23. The following are exempt from Sections 21 and 22 above: (a) black seal related overtime assignments under Section 25 of this Article; (b) overtime assignments of the licensed electricians; (c) vehicle snow plowing overtime assignments; and (d) overtime assignments of the designated fire/burglar alarm contact person.

Section 24. Accurate logs of attempted contacts, refusals and assignments will be maintained by the Director of Facilities or another Board designee. The logs shall be made available to the Association for inspection upon request.

Section 25. Custodians assigned as boiler person to a building shall be assigned for a minimum of one year and shall be responsible for the weekend and holiday check of that building's boiler. During the weekend and holiday check, these employees are required to be in the building for two hours and to perform such additional custodial duties as assigned. The Board of Education may change the custodian assigned as boiler person on September 1 and January 1 of the school year.

Section 26. Any Unit member smoking in the school buildings will be subject to a \$100.00 fine by the Board for each incident.

Section 27. If a pay day falls on a Holiday or other day off the employee shall receive his/her check on the last day of work prior to the Holiday or day off.

Section 28. Employees shall receive their checks prior to the Christmas Holidays.

Section 29. Employees shall be given a break of fifteen (15) minutes within the first three (3) hours of their respective shift.

Section 30. Employees shall be granted a fifteen (15) minute period prior to the end of the work shift to put away equipment that the employee has used during his/her shift and for personal cleanup.

Section 31. Any employee who is designated as Security/Maintenance or Security/Custodian shall perform their custodial or maintenance duties when not performing security functions. Said employees will be considered to be performing security functions whenever school is in session.

ARTICLE VI

EMPLOYEE RIGHTS

Section 1. It is agreed that the parties hereto will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and further, that no employee shall be discriminated against or interfered with because of Association activities.

Section 2. There shall be no discharge except for just and sufficient cause. The Association shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reasons for the discharge.

Section 3. If an employee serves on Jury Duty, he/she shall be paid full pay from the Board of Education and may keep the monies from serving on Jury Duty. The employee must notify the Board Secretary or his designee upon receipt of a summons for jury service. This section is inapplicable when the employee has voluntarily sought jury service. The employee must submit adequate proof of the time served on jury duty.

Section 4. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative (s) of the Association present to advise and/or represent him/her during such meeting or interview. Any suspension of any employee shall be pursuant to law.

ARTICLE VII

TRANSFER AND REASSIGNMENT

Section 1. The Assistant Superintendent of Business is appointed by the Board to oversee, supervise and assign tasks to the employees. The Assistant Superintendent of Business shall report periodically, in writing, to the Board concerning the efficiency and effectiveness of the employees. The Superintendent, with the Board's approval, may transfer, for good cause, any employee to another station, task or building within the job classification. Said transfers or reassignments shall be made only after a meeting with the employee

involved, and at his/her option a representative (s) of the Association and the Assistant Superintendent, at which time the employee shall be given the reasons for the transfer or reassignment.

Section 2. Any employee who so desires may request a voluntary transfer to a new work location provided there is an opening. All requests shall be put into a file and shall be considered within fifteen (15) days of an opening prior to public posting.

ARTICLE VIII

JOB POSTING

Section 1. All new jobs and vacancies within the custodial, maintenance and Housekeeping departments shall be posted throughout the North Bergen School System in each building main office and boiler room for a period of five (5) days. Copies of all postings shall be sent to the Association President prior to posting.

ARTICLE IX

SICK LEAVE & LEAVES OF ABSENCE AND TERMINAL LEAVE COMPENSATION

Section 1. Twelve (12) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. The Board, except as otherwise provided in this article, shall not be required to pay for unused sick leave upon termination of employment. Any employee hired after July 1, of any school year shall be granted one (1) sick day per month until June 30 of the contract year during which he/she was hired, and any unused sick day(s) will go into his/her sick day bank. Thereafter, he/she shall be granted sick days as per this article concerning full year employment.

Section 2. An employee who is ill for three (3) days or more may be required to submit a doctor's certificate certifying such illness. The school physician may examine an employee who is absent for a period of more than one (1) week by reason of illness.

Section 3. Upon making timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days. The reasons for such request shall be made known to the Board, and the Board will give reasonable consideration for such application.

Section 4. By September 30th of each year, the Board shall notify the Association of how many sick days each employee has accumulated in writing.

Section 5.

A. Unit members having at least twenty (20) years of continuous service or unit members attaining the age of sixty-five (65) and having at least ten (10) years of continuous service in the North Bergen School System immediately prior to termination of employment shall, upon termination of employment, after notice as otherwise provided in this Agreement, for whatever reason, receive terminal leave pay as follows:

One-half day's pay for each accumulated unused sick day. A day's pay is defined at 1/280th of the member's final annual job classification salary

B. In addition, the estate of a unit member who dies during the duration of this contract and who had at least ten (10) years of continuous service in the North Bergen School System shall receive such pay for accumulated sick days, computed on the same basis as outlined above.

C. The Board agrees that any employee retiring at age sixty-three (63) shall have any health benefits paid by the Board until the employee reaches age sixty-five (65).

Section 6. 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 medical documented contagious disease in the employee's immediate household.

Section 7. Any employee who exhibits a pattern of sick leave may be required by the Board to submit a physician's written statement certifying his/her disability. Abuse of sick time shall be cause for disciplinary action.

Section 8. In the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick time, by Board approval, for an approved length of time, at the discretion of the Board and on a case by case basis, at the following rate:

Up to one month	75% of the regular monthly salary;
2 nd month or part thereof	50% of the regular monthly salary; and
Beyond 2 nd month	25% of the regular monthly salary

Section 9. If it is necessary for an employee to be absent or late, he/she must notify the school at the earliest practical time, but in no event shall this notification be later than sixty (60) minutes before he/she is scheduled to report to work. A phone number to call will be provided by the Board.

Section 10. Except in case of emergency, an employee who is absent for two (2) consecutive days or more and who does not notify the school, shall forfeit pay for those days.

Section 11. In verifying possible abuse of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

Section 12. Unused sick days may accumulate from year to year with no limitations.

Section 13.

A. Any employee who is not absent, except as specified in section C below, shall receive a perfect attendance bonus of \$550.00 to be paid within 30 days of the end of the school year in which it is earned. School year is defined as July 1 to June 30.

B. Any employee who is absent twenty (20) sporadic days beyond their total of accumulated sick leave days during a school year may be fined at the following rates:

Effective July 1, 2001 \$250.00

by the Board. Any illness of five (5) consecutive days or more shall not be counted as sporadic.

C. For the purpose of Sections A and B above, the following shall not be counted:

1. Funeral days for Parent, Spouse, Child or anyone living in the employee's household for whom the employee has full responsibility.
2. Jury Duty days, provided the employee did not voluntarily attend.
3. Personal Days

ARTICLE X

TEMPORARY LEAVE

Section 1. Bereavement pay shall be as follows:

A. Death in the immediate family provided such absence does not exceed five (5) days absence within nine (9) calendar days from the day of death. Immediate family is defined as parent, spouse, brother, sister, child,

grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, or any relative who makes his/her home with the employee and is considered a permanent member of the household.

B. Funeral of a relative other than defined above or a close friend, provided such absence does not exceed one (1) day and is limited to two days total in any contract year.

C. The Board may require proof of death of any relative for bereavement leave.

Section 2. Each employee after one year of service shall be entitled to four (4) Personal Days each year. Any Employee hired after July 1 of any school year shall receive personal days prorated quarterly, for each three months of employment, until June 30, of the contract year during which he/she was hired. Thereafter, he/she shall be granted personal days as per this article concerning full year employment. Whenever possible, reasonable advance notice should be given. Such Personal Days shall not be taken before or after a holiday unless specifically approved by the Assistant Superintendent of Business.

ARTICLE XI

EXTENDED SICK LEAVE

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

Section 2. Such reinstatement of veterans shall be upon application theretofore made within ninety (90) days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

ARTICLE XII

INSURANCE PROTECTION

Section 1. The Board agrees to continue the present health benefits for the employee and his/her dependents. These benefits currently include coverage

under the School Employee Health Benefits Plan as of July 1, 2007, as well as a separate prescription card with co-payment to amount to no more than \$10/\$3 (name brand/generic) for a 30-day supply and \$15/\$5 (name brand/generic) for a mail order 90-day supply.

Section 2. The Board agrees to continue the present dental coverage for each employee and, where applicable, dependent(s) coverage. These benefits currently include the Delta Premier Plan with \$1200 annual limit.

Section 3. The Board agrees that, if an employee is out of work because of a compensation injury, the Board will pay the employee his/her regular wages each week for a period of up to one (1) year. It is further understood that the employee will be required to endorse over to the Board the weekly compensation checks received by the employee.

ARTICLE XIII

VACATIONS

Section 1. On July 1 of each contract year, all employees shall be eligible for vacation for that contract year as follows:

- A. Employees with five (5) years or more of service shall receive a paid four (4) week vacation during each year.
- B. Employees who have more than a one (1) year's service shall receive a paid three (3) week vacation during each year.
- C. Employees with less than one (1) year's service shall receive (1) day paid vacation for each month of service.

Section 2. Any employee separated from employment prior to May 1st shall not be entitled to any accrued vacation. The only exception to this shall be that retirees with fifteen (15) years or more of service shall receive vacation pay prorated to the date of retirement.

Section 3. All vacations shall be by bid and the vacation shall be granted by seniority. It is agreed that no more than one-half (1/2) of the custodians from each elementary school shift and one-half (1/2) of the custodians from each high school shift may be on vacation at any one time.

Section 4. Vacations may be taken at any time during the year except the last two weeks of June and the two full weeks prior to the opening of school.

Section 5. In the event that a paid holiday occurs during the vacation period of an employee, the employee shall enjoy the corresponding day off with pay in a later week; e.g., if a holiday falls on a Monday during the employee's vacation period, the employee shall receive a Monday off in a later week.

Section 6. Employees shall give notice of vacation to his/her supervisor and send a copy to the Board Office to the attention of the Board Secretary and the payroll clerk. For an employee to receive a check before leaving for vacation the employee must request his/her vacation on or before May 1st. The vacation schedule is subject to the approval of the Board Secretary who shall notify the employees of the vacation schedule no later than May 15. The Board will develop a process for vacation notification. In the event that an employee desires a change in his/her vacation he/she must notify the Board of the change. Such a change will be by approval of the Board Secretary. No reasonable request may be denied. Employees shall be limited to three (3) approved vacation change requests each contract year and notice of the vacation change request must be given a minimum of two (2) weeks in advance. Vacation changes are subject to the provisions of section 3 above, except that employees requesting changes may not use seniority rights to displace a previously assigned vacation of another employee.

Section 7. Upon a request by the Board or approval of the Board of an employee's request, any individual who loses or does not take vacation shall be paid for the unused vacation at his/her regular rate of salary.

ARTICLE XIV

HOLIDAYS

Section 1. Employees shall be paid at their regular rate of pay for each of the following holidays:

New Year's Day	N.J.E.A. Convention (1 day)
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Employee Birthday (if a weekend or holiday-- a day within 30 days of the birthday)
Columbus Day	
General Election Day	
Veterans' Day	

Section 2. If a holiday falls on a day in which school is open or on a weekend day, the day shall be replaced with another compensatory day to be agreed upon between the Board and the Association before June 30th of the previous contact year. If no mutual agreement can be reached for a replacement day, each employee will be paid one extra day at regular pay.

Section 3. If a holiday falls on a Sunday, it shall be celebrated on Monday, if there is an official closing of school. Otherwise, a scheduled compensatory day will be assigned that is in agreement between the Association and the Board of Education. Such compensatory day shall be within thirty (30) days of the date of the holiday.

ARTICLE XV

SENIORITY AND JOB SECURITY

Section 1. Newly engaged employees shall be deemed to be on trial or probation for a period of twenty-four (24) months from the date of employment.

Section 2. An employee promoted to a higher position shall be deemed to be on trial from the date of such promotion for a period of ninety (90) days. If it shall be determined by the Board during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he/she was promoted, the employee shall resume his/her former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period.

Section 3. The Board shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the twenty-four (24) month probationary period.

Section 4. The probationary period may be extended by mutual consent of the Board and the Association for an additional ninety (90) days.

Section 5. The Board shall establish and maintain a seniority list of employees' names and date of employment from the date of first hire on a system wide basis, with the employee with the longest length of continuous and uninterrupted system wide service to be placed at the top of said seniority list. The names of all employees with shorter lengths of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of such employee shall date from the employee's date of last hiring with the Board.

Section 6. The names of new employees whose trial periods have not expired shall not be placed upon the seniority list, except that, when an employee whose probationary period has been completed becomes a regular employee of the Board, his/her name shall be added to the seniority list and he/she shall be credited with seniority from the date of his/her last hire.

Section 7. Should the Board determine that a reduction in force is required for the efficient operation of the Board, then employees shall be laid off from their jobs on a seniority basis; namely, the person with the least seniority shall be laid off first. In rehiring, the same principle shall apply; namely, the last person separated shall be the first to be rehired.

Section 8. It is agreed that this provision relating to layoffs shall be carried out consistent with the principle that employees who are retained in employment and who are rehired shall have the ability to satisfactorily perform the duties and responsibilities of the job.

Section 9. In cases of emergency and all overtime, the Association President shall be notified of all activity.

Section 10. For all newly hired employees within the bargaining unit, the Board shall notify the Association President within ten (10) days of their employment.

Section 11. Employees intending to leave the employ of the Board shall give thirty (30) days notice to the Board. An employee failing to give such notice to the Board shall thereby forfeit all accrued benefits.

Section 12. Supervisory employees laid off shall have bumping rights into this bargaining unit provided they have the qualifications for such position.

ARTICLE XVI

DEDUCTIONS FROM SALARY

Section 1. The employer agrees it will give effect to the following form of Association security

A. All present employees who are members of the Local Association on the effective date of this Agreement shall remain members of the Local Association in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Association will pay a representation fee as set forth hereafter.

B. It is agreed that at time of hire, newly hired employees who fall within the bargaining unit will be informed that they have the chance to join the

Association thirty (30) days thereafter or pay to the Local Association a representation fee.

Section 2. CHECK-OFF OF ASSOCIATION FEES

A. The employer hereby agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Association pursuant to the provisions of N. J. S. A. 52:14-15.9E. The employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initial fees. Such deductions shall be made from the second salary payment paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

B. In making the deductions and transmittals as above specified, the employer shall rely upon the most recent communication from the Association as to the amount of monthly dues and proper amount of initiation fee. The total deducted shall be paid to the Association within fifteen (15) calendar days after such deduction is made.

Section 3. REPRESENTATION FEE

A. If an employee does not become a member of the Association during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as a majority representative.

B. Prior to the beginning of each membership year, the Association will notify the employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

- C.
1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the employer a list of those employees who have not become members of the Association for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
 2. The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks 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. Ten (10) days after receipt of the aforesaid list by the employer; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
 3. If an employee who is required to pay a representative fee terminates his/her employment with the employer before the Association has received the full amount of the representation fee to which it is entitled under this article, the employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
 4. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
 5. The Association will notify the employer, in writing, of any changes in the list provided for in Paragraph 1 above and/ or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice.
 6. On or about the last day of each month, beginning, with the month this Agreement becomes effective, the employer will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day trial period. This

list will include names, job titles and dates of employment for all such employees. The employee further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason therefor.

7. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not available, the employer shall immediately cease making said deductions.

Section 4. The Association shall indemnify, defend and hold 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 as furnished by the Association to the Board or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such change in deduction.

Section 5. Any ten-month employee may elect to have 10 percent of their salary deducted from each paycheck to be placed in an account and to be disbursed to the employee during the months of July and August. The procedures for this deduction and disbursement will follow the practices already in place for other ten-month employees in the district.

ARTICLE XVII

NO STRIKE CLAUSE

Section 1. It is agreed that the Association and employees shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, for any cause whatsoever, during the terms of this Agreement; nor shall the Association or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations.

Section 2. The Association shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Board operations unless the Association has authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations or participated in same.

ARTICLE XVIII

LONGEVITY

All employees shall be eligible for longevity, on the first day of the month following the completion of years of service, at the following rates:

YEARS	LONGEVITY (ALL UNITS)		
	2009-10	2010-11	2011-12
After 9 years	2600	2800	3000
After 14 years	3600	3800	4000
After 19 years	5600	5800	6000
After 24 years	6400	6600	6800

ARTICLE XIX

LICENSES

Section 1. Each employee holding a boiler license shall receive \$250.00 the first year that he/she holds said license, \$400.00 the second year, and in the third and each succeeding year, according to schedule below. The individuals who are assigned as boiler person in each school shall receive an additional stipend according to schedule below. Any boiler person, not regularly assigned, but who is assigned to cover the boilers for a period of time that exceeds 2/5 of the heating season (40 days) shall also receive the additional stipend. Heating season (October 15 - April 15). The Board shall pay for the cost of schooling, tests and for the cost of the Black Seal License.

	2009-10	2010-11	2011-12
Boiler license	\$600.00	\$650.00	\$700.00
Boiler assigned	\$650.00	\$700.00	\$750.00

Section 2. Plumber license stipend :

2009-10	\$3550	2010-11	\$3600	2011-12	\$3700
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Section 3. Electrician license stipend :

2009-10	\$3550	2010-11	\$3600	2011-12	\$3700
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Section 4. Any employee holding a state certification for work with asbestos shall be paid at a rate of two (2) times their regular hourly rate of pay for any time spent on any asbestos related work.

Section 5. In the event that a custodian assigned to building boiler duties is absent work days in excess of his/her accumulated contractual sick, vacation and personal days any time during the contract year, then the Board shall have the discretion to remove him/her from the assignment of custodian assigned to building boiler duties, prorating the additional assigned building boiler license stipend and reassigning the individual to a full-time custodial or maintenance position, regardless of any contract provisions to the contrary.

ARTICLE XX

MISCELLANEOUS

Section 1. 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.

Section 2. Employees not included in the bargaining unit, as defined in Article I of this Agreement, shall not be permitted to perform the work of employees in the aforesaid bargaining unit except supervisory employees excluded in Recognition clause.

Section 3. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

Section 4. Where the Board requires employees to wear specific uniforms, work clothes, gloves, or to use any equipment, the cost thereof shall be borne by the Board. This section shall be reviewed by the parties after one year.

Section 5. The rules of the Board covering unit members, except as modified by this Agreement, will be observed.

Section 6. It is agreed that the parties will establish a safety committee which will be comprised of three (3) employees selected by the Association and three (3) individuals selected by the Board. This committee shall meet at least once every two (2) months to discuss safety conditions and procedures regarding the employees covered under this Agreement.

Section 7. Waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

Section 8. The Board agrees that it will comply with state law with respect to asbestos removal, hazardous waste identification and other legitimate OSHA standards.

Section 9. Custodians/Housekeeping shall not be required to clean the tables in the lunch room during or after the lunch period as a result of students eating lunch in the Cafeteria. Custodians will remove the garbage from the cans and bring it to the appropriate location in or outside the building.

Section 10. If an employee exceeds his/her contractual or banked sick, personal or vacation days or any extended sick leave granted by the Board, then said employee shall be docked one (1) day's pay for each additional day out. The Board shall dock said employee within a sixty (60) day period from the event or it shall forfeit its right to dock said employee for that day and the employee shall receive full pay. If an employee is docked, the employee shall request, in writing, the dates of the days taken.

Section 11.

A. In the event an employee fails to punch his/her time card for no apparent reason, the Board shall, after the first such occurrence, notify the employee in writing of such failure.

B. If said employee fails to punch his/her time card for a second time with no apparent reason, then the employee shall be docked one-half (1/2) day's pay. If said employee fails to punch his/her time card again with no apparent reason, then the employee shall be docked one (1) day's pay for each such occurrence. In the event an employee punches in but not out or out but not in, he/she shall be subject to being docked one-half (1/2) day's pay subject to the procedure above. The Association shall be notified prior to any such docking of an employee and shall meet with the Board to discuss any apparent reasons. The employee shall be docked within a sixty (60) day period of the event or the Board shall forfeit its right to dock said employee for that day and the employee shall receive full pay.

Section 12.

A. All employees designated as Security, Security/Maintenance or Security/Custodian shall receive initial documented training of duration to be mutually agreed to by the Board and the Association. The topics covered by this training will be mutually agreed to by the Board and the Association.

B. Following their initial training, all employees in these categories shall receive annual, documented training consisting of duration to be mutually agreed to by the Board and the Association.

C. All costs of this training shall be borne by the Board. If any of the training takes place outside of the employees' regular work schedule, the employee shall be paid at the prevailing overtime rate.

ARTICLE XXI

WORK INCURRED INJURY

Employees who are injured, while working, whether slightly or severely, must make an immediate report within twenty-four hours (24) thereof to their Department Head or Supervisor.

ARTICLE XXII

SEPARABILITY & SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII

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.

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.

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

ARTICLE XXIV

EMPLOYEE PROTECTION

Section 1. At no time shall the Board or an agent thereof assign or direct an employee covered by this contract to any duties not appropriate to their position and consistent with their general job description.

Section 2. Maintenance employees shall not be required to do major renovation or construction beyond the normal maintenance of the school building.

Section 3. All employees shall be properly trained and provided with appropriate well maintained equipment. This training shall include but not be limited to working with any hazardous materials. In the event the employee is not provided with such equipment, he or she shall immediately notify his/her superior and prepare a written report for submission to the Board Secretary or Assistant Superintendent of Business. Written report forms will be available in every office and boiler room.

Section 4. No employee shall be assigned to work alone at any job site that requires the use of any equipment, ladders, scaffolding, vehicles, etc. or that could constitute a hazardous situation, such as working alone at night, etc. At his/her request the employee may be moved to another work site.

Section 5. No employee shall be required to drive or use any vehicles which have not been maintained in a proper and safe condition.

Section 6. At no time shall employees be required to supervise or be responsible for pupils at any work location. However, they may be required to assist the certificated administrators or teachers in control of students in emergency situations when accompanied by those certificated staff members.

Section 7.

A. All employees shall be evaluated by the designated administrator/supervisor at least one time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her evaluator for the purpose of identifying any strengths/weaknesses. Said conference shall take place within ten (10) calendar days of receipt of the evaluation report. An employee may submit a written rebuttal within twelve (12) calendar days of the conference. The evaluator shall extend assistance where necessary.

B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

C. An employee shall be given a written copy of any visit or evaluation report prepared by his/her evaluator at least one day before any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XXV

**AUDIO VISUAL TECHNICIANS, COMPUTER TECHNICIANS
AND SECURITY OFFICERS**

Section 1. The work year for security officers and audio visual technicians shall be from one (1) week prior to the opening of school until the last school day.

Section 2. Audio visual technicians and security officers are entitled to:

- A Ten (10) sick days per school year
- B. Four (4) personal days per school year

Section 3. As to security officers, the work day shall be a six (6) or eight (8) hour work day which shall include a forty (40) minute duty-free lunch. Shifts may be assigned between 7:00 a.m. and 4:00 p.m. Any Security Guard assigned to a six (6) hour shift as of July 1, 2009 may opt to remain on that shift or switch to an eight (8) hour shift.

Section 4.

- A. Computer Technicians and Technology Support Specialists are 12 month employees.
- B. The work day for computer technicians shall be a seven hour work day which shall include a forty (40) minute duty free lunch. Shifts may be assigned between 7:00 am and 3:30 p.m.
- C. During the school year, Computer Technicians and Technology Support Specialists will not work on school holidays.
- D. Computer Technicians and Technology Support Specialists are entitled to twenty (20) vacation days, twelve (12) sick days and four (4) personal days.

Section 5.

A. For college course credits earned after January 1, 2006, Computer Technicians , Technology Support Specialists and Audio Visual technicians will receive the following stipends, to be added to their base salary:

9 credits: \$1500 18 credits: \$2500 27 credits: \$ 3500

These amounts are non-cumulative.

B. In order for a computer or AV employee to receive course credit salary enhancements for a contract year, application for advanced credit and coursework must be submitted before June 30th of the previous contract year.

ARTICLE XXVI - SALARY GUIDES

Section 1. Twelve month employees hired prior to January 1 of a contract year shall advance on the salary guide for the following contract year. Ten month employees hired prior to February 1 of a contract year shall advance on the salary guide the following contract year.

Section 2. SALARY GUIDES

Maintenance	09-10	10-11	11-12
Step 1	40770	41750	42700
2	41390	42380	43340
3	42000	43010	43990
4	42820	43850	44850
5	43940	44990	46010
6	45470	46560	47620
7	49050	50230	51370

Custodian	09-10	10-11	11-12
Step 1	35820	36680	37510
2	36430	37300	38150
3	37040	37930	38790
4	37860	38770	39650
5	38990	39930	40840
6	40520	41490	42430
7	44160	45220	46250

Housekeeping	09-10	10-11	11-12
Step 1	20200	21400	22800
2	20500	21700	23100
3	21000	22200	23600
4	21400	22600	23950

Technology Support Specialist	09-10	10-11	11-12
Step 1	40770	41750	42700
2	41390	42380	43340
3	42000	43010	43990
4	42820	43850	44850
5	43940	44990	46010
6	45470	46560	47620
7	49050	50230	51370

Security (8 hr)	09-10	10-11	11-12
Step 1	27820	28490	29140
2	29180	29880	30560
3	30540	31270	31980
4	31900	32670	33410
5	33530	34330	35110
6	35430	36280	37100
7	37330	38230	39100
8	39230	40170	41080
9	41130	42120	43080

Security (6 hr)	09-10	10-11	11-12
Step 1	21970	22500	23010
2	22990	23540	24070
3	24010	24590	25150
4	25240	25850	26440
5	26670	27310	27930
6	28100	28770	29420
7	29530	30240	30930
8	30960	31700	32420
9	32500	33280	34040
10	34130	34950	35740
11	36280	37150	37990

Audio Visual Technician	09-10	10-11	11-12
Step 1	33800	35000	36200
2	34800	36000	37200
3	36100	37300	38500
4	37900	39100	40300
5	41180	42580	43980

ARTICLE XXVII

DURATION

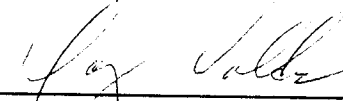
This Agreement shall be effective from July 1, 2009 and shall continue in full force and effect for a period of three (3) years to June 30, 2012.

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

NORTH BERGEN
BOARD OF EDUCATION

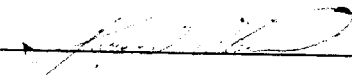
NORTH BERGEN
EDUCATION ASSOCIATION

By: 
President, Board of Education

By: 
President, NBEA

Dated: May 20, 2009

Dated: May 19, 2009


Secretary, Board of Education

Dated: May 20, 2009