

AGREEMENT

between

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

and

FORT LEE EDUCATION ASSOCIATION

As agent for and representative of all
Employed who compromise the unit set forth

In Article I of the within
Agreement covering the period

JULY 1, 2013 THROUGH JUNE 30, 2016

Custodian Agreement
February 9, 2016

AGREEMENT

between

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

and

FORT LEE EDUCATION ASSOCIATION

As agent for and representative of all Employed who compromise the unit set forth in-Article 1 of the within-Agreement covering the period July 1, 2013, through June 30, 2016.



1

THE STATE OF TEXAS,
COUNTY OF []

Know all men by these presents, that [] of the County of [] State of Texas, for and in consideration of the sum of [] Dollars, to [] in hand paid by [], the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said [] of the County of [] State of Texas, all that certain []

TABLE OF CONTENTS

| | | |
|------|------------------------------------|----|
| | PREAMBLE | 1 |
| I. | RECOGNITION | 2 |
| II. | NEGOTIATION OF SUCCESSOR AGREEMENT | 3 |
| III. | GRIEVANCE PROCEDURE | 4 |
| | 1. Definitions | 4 |
| | 2. Purpose | 4 |
| | 3. Procedure | 4 |
| | 4. Representation | 5 |
| | 5. Group Grievance | 6 |
| | 6. Miscellaneous | 6 |
| IV. | NO STRIKE PLEDGE | 7 |
| V. | SALARIES AND OTHER COMPENSATION | 8 |
| | 1. Guides | 8 |
| | 2. Method of Payment | 8 |
| | 3. Shifts | 8 |
| | 4. Overtime | 8 |
| | 5. Call-Back Pay | 8 |
| | 6. Use of Automobile | 9 |
| | 7. Longevity | 9 |
| | 8. Withholding of Increments | 9 |
| | 9. Credit for Experience | 9 |
| | 10. Black Seal License | 10 |
| | 11. Easter Sunday | 10 |
| | 12. Acting Head Custodian | 10 |
| | 13. Night Shift | 10 |
| | 14. Pensionable Stipend Limitation | 10 |
| | 15. Special Pensionable Stipend | 10 |
| VI. | SICK LEAVE | 11 |
| | 1. Amount of Leave | 11 |
| | 2. Report Form | 11 |
| | 3. Terminal Leave | 11 |

| | | |
|--------|---|----|
| | 4. Sick Day Bank | 12 |
| VII. | TEMPORARY LEAVE OF ABSENCE ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS | 13 |
| | 1. Emergency Leave | 13 |
| | 2. Bereavement Leave | 13 |
| | 3. Personal Leave | 13 |
| VIII. | EXTENDED LEAVE OF ABSENCE | 14 |
| IX. | HEALTH INSURANCE | 16 |
| X. | DEDUCTION FROM SALARY | 18 |
| XI. | VOLUNTARY TRANSFERS AND REASSIGNMENTS | 19 |
| | 1. Notification of Vacancies-Date | 19 |
| | 2. Filing Requests | 19 |
| | 3. Posting | 19 |
| | 4. Appeal | 19 |
| | 5. Decision of the Board | 19 |
| | 6. Exclusion | 19 |
| XII. | INVOLUNTARY TRANSFERS AND REASSIGNMENTS | 20 |
| | 1. Use of Voluntary Requests | 20 |
| | 2. Notice | 20 |
| | 3. Meeting and Appeal | 20 |
| | 4. Decision of the Board | 20 |
| | 5. No Stay of Transfer or Reassignment | 21 |
| | 6. Exclusion | 21 |
| XIII. | MISCELLANEOUS | 22 |
| XIV. | SEPARABILITY AND SAVINGS | 24 |
| XV. | FULLY-BARGAINED PROVISIONS | 25 |
| XVI. | BOARD RIGHTS AND RESPONSIBILITIES | 26 |
| XVII. | REDUCTION OF FORCE SENIORITY | 27 |
| XVIII. | TENURE | 28 |
| XIX. | EVALUATION | 29 |
| XX. | BULLETIN BOARDS | 30 |
| XXI. | PROMOTIONS | 31 |
| | 1. Positions Included | 31 |

| | | |
|----------|---|-----|
| | 2. Date of Posting | 31 |
| | 3. Application Procedure | 31 |
| | 4. Criteria for Notice | 31 |
| | 5. Appeal to Board | 31 |
| | 6. Decision of the Board | 31 |
| XXII. | GENERAL PROVISIONS | 32 |
| XXIII. | EMPLOYEE WORK YEAR | 33 |
| | 1. Term of Employment | 33 |
| | 2. Hours of Work | 33 |
| | 3. Vacation | 33 |
| | 4. Holidays | 34 |
| | 5. N.J.E.A. Convention | 34 |
| XXIV. | WAIVER | 35 |
| XXV. | DURATION OF AGREEMENT | 36 |
| SCHEDULE | | |
| A | SALARY GUIDES | |
| | 1. Custodial/Maintenance Salary Guide 2013-2014 | A-1 |
| | 2. Custodial/Maintenance Salary Guide 2014-2015 | A-2 |
| | 3. Custodial/Maintenance Salary Guide 2015-2016 | A-3 |
| | 4. Health Benefit Waiver | A-4 |
| | 5. Intent To Retire Form | A-5 |
| | 6. Sick Leave Bank | A-6 |

PREAMBLE

This Agreement is entered into the day of February 8, 2016 by and between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE, hereafter the "Board," and the FORT LEE EDUCATION ASSOCIATION, hereafter the "Association."

ARTICLE I.
RECOGNITION

1. The Board hereby recognizes the Fort Lee Education Association during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-certificated custodial and maintenance personnel including:
 - a. Custodians including Head Custodians
 - b. Maintenance Employees
 - c. Grounds Employees
2. The following positions are hereby specifically excluded from the negotiations unit:
 - a. Per Diem Appointments
 - b. Substitutes including long-term substitutes
 - c. Appointments for a term less than 91 days
 - d. Supervisor of Buildings and Grounds
 - e. Assistant to Supervisor of Buildings and Grounds
3. Anything herein to the contrary notwithstanding, it is understood and agreed that any probationary employee hired to fill a known vacancy upon completion of ninety-one (91) consecutive working days shall become entitled to the benefits of this agreement. In calculating vacation eligibility, such employee shall be credited with the prior ninety (90) consecutive days of employment. In the event said employee desires to enter into the Public Employee Retirement System at his own expense the Board will certify his initial employment date to include the first ninety (90) consecutive days.

ARTICLE II.
NEGOTIATION OF SUCCESSOR AGREEMENT

1. A. 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 Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. An 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 Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association'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.
- B. The Board and the Association shall exchange their contract proposals by January 15th of the school year in which this Agreement expires. The proposals shall be exchanged through the Superintendent of Schools.
- C. Additional proposals, if any, by the Board and the Association shall be submitted no later than ten (10) school days following the submission of proposals pursuant to the provisions of 1.B.
- D. During the school week following the thirtieth (30th) school day subsequent to the receipt of the proposals submitted pursuant to the provisions of 1.B or 1.C set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.

ARTICLE III.
GRIEVANCE PROCEDURE

1. Definitions

- a. The term "grievance" means any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. The term "grievance" and the procedures relative thereto shall not be deemed applicable in the following instances:
 - i. The failure or refusal of the Board to renew a contract of a non-tenured employee;
 - ii. In matters where a method of review is prescribed by law, 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" means the employee or Association making the claim.
- d. The term "employee" means any regularly employed individual covered in Article I, Recognition.
- e. The term "party in interest" includes the aggrieved person, his/her immediate superior, the Superintendent of Schools or his/her designee, any person who might be required to take action, or any person who action might be taken against in order to resolve the grievance.
- f. The term "immediate superior" means the person to whom the aggrieved employee is directly responsible.

2. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise from time to time, affecting employees of the Board.
- 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 and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given notice of such adjustment.

3. Procedure

- a. Since it is important that the 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. If any deadline established by this Article falls on a day when the Board office is closed, said deadline shall be extended to the first day thereafter when the Board office is open.
- b. An aggrieved employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to file a written grievance within said 20-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/her immediate superior with the objective of resolving the matter informally. A decision shall be rendered by the immediate superior within seven (7) calendar days of the discussion.

- d. Level II: If the aggrieved person is not satisfied with the disposition of the grievance at the preceding level, a grievance may be filed with the Supervisor of Buildings and Grounds within seven (7) calendar days after the decision is made at the preceding level. The Supervisor of Buildings and Grounds, or his/her designee, shall arrange a conference with the aggrieved person within ten (10) calendar days after receiving the written grievance. Within ten (10) calendar days after the conference, the Supervisor of Buildings and Grounds or designee shall render a written decision.
- e. Level III: If the aggrieved person is not satisfied with the disposition of the grievance at the preceding level, a written grievance may be filed with the Superintendent of Schools or his/her designee within seven (7) calendar days after the decision is made at the preceding level. The Superintendent of Schools or designee shall arrange a conference with the aggrieved person within ten (10) calendar days after receiving the written grievance. Within ten (10) calendar days after the conference, the Superintendent of Schools or designee shall render a written decision.
- f. Level IV: If the aggrieved person is not satisfied with disposition of the grievance at the preceding level, or if no decision has been rendered within fifteen (15) calendar days after reaching the Superintendent of Schools, a grievance may be filed with the Board within fifteen (15) calendar days. The Board or a committee thereof shall hear the grievance within fifteen (15) calendar days after receipt of the grievance. The Board or its committee will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within twenty (20) 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 Association within five (5) calendar days from the date the decision was rendered by the Board.
- g. Arbitration. In the event the aggrieved person is dissatisfied with the determination of the Board, he shall request that the Association pursue arbitration according to rules and regulations established by the Public Employee Relations Commission (P.E.R.C.) In the event the Board is dissatisfied with the determination of the Association, it shall have the same right to request arbitration. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of said provisions. In rendering the decision, the Arbitrator may take into consideration arguments of past practice only as they relate to the particular grievance under consideration, provided, however, that the issue of past practice shall be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. In rendering the decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education. The decision of the Arbitrator shall be binding upon the parties.
- h. A request for arbitration shall be made no later than twenty (20) calendar days following the determination at the prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
- i. In the event of arbitration, the costs of the Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

4. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or at his/her option, a representative selected or approved by the Association. When an employee is not represented by the Association, the employee may be represented by him/herself or at his/her option by a representative of his/her own

choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure. Such procedure concerning representation shall not apply at Level I.

5. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent of Schools or his designee directly and the processing of such grievance shall be commenced at Level III. The Association may process such a grievance through all levels of the grievance procedure.

6. Miscellaneous

- a. All decisions rendered to the aggrieved person at Levels II, III and IV 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 Association.
- b. Any grievance filed by the aggrieved person at Levels II, III and IV shall be in writing, specifying: (1) the nature of the grievance; (2) the results of the previous discussion; (3) the basis of his/her dissatisfaction with the determination. Copies of the written grievance shall be furnished by the aggrieved person to the immediate superior of the aggrieved employee and to the Superintendent of Schools or his/her designee.
- 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.

ARTICLE IV.

NO STRIKE PLEDGE

1. The Association 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 resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. The Association agrees that such action would constitute a material breach of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association 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 Association or any of its officers or members, the Board shall be entitled to invoke any of the following alternatives:
 - a. Withdrawal of Association 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 injunctions or damages or both in the event of such breach by the Association or its members.

ARTICLE V.

SALARIES AND OTHER COMPENSATION

1. Guides

Salaries for the various job categories shall be set and paid in accordance with the salary guides for 2013-2014, 2014-2015, and 2015-2016 attached hereto and made part hereof as Schedule "A".

2. Method of Payment

- a. Twelve (12) month and ten (10) month employees shall be paid every other Friday.
- b. When a payday falls on or during a school holiday or vacation, employees shall receive their paychecks on the last previous working day.
- c. Direct deposit will be available for the full twelve (12) months each year. If an employee elects to utilize direct deposit, he/she cannot receive vacation pay in advance.

3. Shifts

- a. Employees working the hours 3:00 p.m. to 11:00 p.m. shall receive an annual pensionable stipend of \$375.00 over and above their salary for the current year.
- b. Employees working the hours of 11:00 a.m. to 7:30 p.m. shall receive an annual pensionable stipend of \$375.00 per year over and above their salary for the current year.
- c. Employees working the hours of 11:00 p.m. to 7:00 a.m. shall receive an annual pensionable stipend of \$450.00 per year over and above their salary for the current year.

4. Overtime

- a. Employees required and authorized to work in excess of 40 hours of work time shall be paid on the basis of one and one-half (1-1/2) times their equivalent hourly rate for all hours worked in excess of forty (40) hours of work time within any given calendar week, Sunday through Saturday.
- b. Employees required and authorized to work on a contractual holiday, as defined in Article XXIII, paragraph 4, entitled "Holidays" shall be paid on the basis of one and one-half (1-1/2) times their equivalent hourly rate for all hours worked on a holiday.
- c. The sign-up procedure currently in operation for the assignment of overtime work shall be continued. It is understood that if no qualified person signs up for overtime work required by the Superintendent of Schools or his designee, that the latter may then make mandatory assignments on a reverse seniority rotating basis among qualified members of the unit.
- d. Overtime payment shall be made on every other Friday.

5. Call-Back Pay

An Employee who has worked the normal eight (8) hours of work during a schedule workday and has left the school and is required to return for an assignment shall be guaranteed at least three (3) hours work and shall be paid on the basis of one and one-half (1-1/2) times the equivalent hourly rate for all hours worked.

6. Use of Automobile

Employees required and authorized to use their own automobiles in the performance of their work duties shall be reimbursed for all such travel at the rate set by the State of New Jersey Travel Reimbursement rate.

7. Longevity

All full time, twelve (12) month employees in the continuous and uninterrupted employment of the Board for and after ten (10) years shall receive an annual pensionable stipend of \$500.00 over and above their salary for the current year. For and after fifteen (15) years of continuous uninterrupted employment, an employee shall receive an additional pensionable stipend of \$500.00 over and above his salary and pensionable stipend for the current year. For and after twenty (20) years of continuous uninterrupted employment an employee shall receive an additional pensionable stipend of \$600.00 over and above his salary and pensionable stipend for the current year. Payment of such pensionable stipends is to commence on the following July 1st.

8. Withholding of Increments

- a. The salary increments specified in the salary guide, or salary increases negotiated or to be negotiated for the following year, Schedule "A" is attached hereto, are not automatically granted, but are condition upon the recommendation of the Superintendent of Schools or his designee.
- b. The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or just cause, the increment of any employee.
- c. Increments may be withheld in accordance with the following:
 - i. The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause by the Superintendent of Schools or his designee.
 - ii. The employee shall be given a reasonable amount of time to make up the deficiencies.
 - iii. Whenever the Supervisor of Buildings and Grounds or designee recommends to the Superintendent of Schools or his designee that a salary increment be withheld, notice shall be provided to the employee which permits him a reasonable opportunity to speak on his own behalf.
 - iv. When the Superintendent of Schools or his designee recommends that a salary increment be withheld, the employee shall be notified and provided with a reasonable opportunity to speak on his own behalf. If the Superintendent of Schools or his designee decides to recommend withholding the increment, the reasons for so doing shall be presented to the Board of Education.
 - v. The Board reserves the right to accept or reject any recommendations to withhold a salary increment.
 - vi. 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.
 - vii. The withholding of an increment by the Board may be appealed to the Commissioner of Education, pursuant to N.J.S.A. Title 18A, Education.
 - viii. The withholding of an increment by the Board shall not be subject to the grievance procedure.

9. Credit for Experience

Whenever a person shall hereafter accept office, position or employment as a member of the custodial and maintenance staff, his 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 his experience and has the sole and exclusive right to fix and determine the starting salary.

10. Black Seal License

All employees holding a Low Pressure Fireman's License (Black Seal License) as issued by the State of New Jersey, shall receive an annual pensionable stipend of \$350.00 over and above their salary for the current year. If the said license carries an "In Charge" designation, the pensionable stipend will be \$400.00. A low pressure fireman's license shall not be a condition of continued employment of existing employees. However, the Association agrees that it will use its best efforts to persuade and encourage all employees to obtain a low pressure fireman's license as issued by the State of New Jersey. The Board agrees to pay all costs of fireman's licenses, including without limitation tuition for schooling, initial procurement and renewal fees.

The Board expressly reserves the right in its sole and absolute discretion, to require all employees hired after the date of this Agreement to have or obtain within ninety (90) days of the date of this Agreement a low pressure fireman's license as issued by the State of New Jersey. The failure of the new employee to have or obtain the said license within the ninety (90) day period shall be grounds for immediate dismissal without any hearing or changes whatsoever, and the decision of the Board shall not be a subject of or a cause for invoking the grievance procedure.

11. Easter Sunday

Any employee required to work on the day designated as Easter Sunday shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay.

12. Acting Head Custodian

Whenever a member of the bargaining unit covers a head custodian's position for a minimum period of two (2) continuous months, that employee shall be paid at the Head Custodian's salary rate for all continuous time he serves thereafter.

13. Night Shift

Any employee working a shift, starting before and extending beyond 3:30 p.m. shall be paid a pro rata share of the night shift pensionable stipend.

14. Pensionable Stipend Limitation

Any pensionable stipends not set forth in the present contract are invalid, except any custodian hired prior to 1969 who has received no other promotional increase will receive a pensionable stipend of \$1,377.

15. Special Pensionable Stipend

The Board shall pay an annual pensionable stipend to such members of the Bargaining Unit, designated in the sole and absolute discretion of the Board, who are licensed by the State of New Jersey as a plumber or electrician to complete and submit applications, obtain necessary permits and to supervise and perform work permitted under their licenses, in accord with Chap. 23, Laws of 1990. This pensionable stipend shall be in the amount of \$3,000 for the plumber and \$3,200 for the electrician.

15.1 Pesticide License Pensionable Stipend.

The Board shall pay a \$2,000 pensionable stipend to a single employee, designated in the sole and absolute discretion of the Board, who holds a current Commercial Pesticide Applicator license issued by the State of New Jersey.

ARTICLE VI.

SICK LEAVE

1. Amount of Leave

All employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve (12) 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 Superintendent of Schools or his designee in case of sick leave claimed.

2. Report Form

All employees must use ABSOP or the FLBOE automated attendance reporting software program to report their absence. Employees are given a login and password to access the system. When the employee calls or logs into the attendance system they are digitally signing/authorizing the reason for their absence and the dates of their absence. Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit to the Superintendent of Schools or his designee a certificate from a physician, engaged by said employee, delineating (i) the physician's diagnosis of the illness or injury, and (ii) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due no later than the fifteenth (15th) day following the commencement of the sick leave.

3. Terminal Leave

The following additional sick leave benefits shall be paid at the time of retirement:

- 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. For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide compensation during paid 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 75% of the number of days of credited accumulated sick leave as of the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed. For all employees employed after July 1, 1996, terminal leave reimbursement will not exceed the sum of \$15,000.
- c. The terminal leave payment shall be calculated on the basis of 1/20th of the employee's monthly salary rate at the time of retirement.
- d. All sick leave payout will be capped at the third year guide of the current contract, for employees hired prior to July 1, 1996.
- e. An employee must be an employee of the Board for ten (10) years in order to qualify for any type of sick leave payment.
- f. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.
- g. All employees must submit a letter of intent to retire by no later than January 31st of each year to be afforded the payment set forth in the Agreement. A form, developed between the Board and the Association, will require mutual approval. This January 31st date will be relaxed in the event of a life-altering event. It is agreed and understood that should an individual not submit their intent to retire by January 31st, their payout for accrued sick leave will be delayed by one additional year, unless there was a life-altering event.

- h. The Board agrees to deposit accumulated sick leave payments to which eligible retirees are entitled into their 403-b accounts on a tax deferred basis pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.

4. Sick Day Bank

The parties will create a sick day bank for all employees. The terms are to be provided by the Association and is subject to mutual agreement between the Board and the Association.

ARTICLE VII.

TEMPORARY LEAVE OF ABSENCE

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

1. Emergency Leave

A total of five (5) days leave shall be allowed an employee without pay deduction, when his/her absence is necessitated by:

- a. Court Order (inclusive of a Selective Service Board Directive).
- b. Death, critical illness or injury of a member of his immediate family (father, mother, brother, sister, husband, civil union partner pursuant to New Jersey law, 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 immediate household.

Statement of Necessity. The employee may be required to submit to the Board of Education a statement of the necessity for the absence. The notice shall be submitted to the Superintendent of Schools or his designee in all cases.

The Board reserves the right to reject any emergency leave claim and to direct appropriate salary deductions in the event that more than five (5) days emergency leave absence are used in any one (1) year.

2. Bereavement Leave

Employees shall be entitled to three (3) bereavement days for immediate family members who include parent, spouse, civil union partner, child, brother and sister.

3. Personal Leave

Annually two (2) days of personal leave shall be allowed an employee, without pay deduction, for which such absence the employee shall submit at the earliest possible time a written report explaining the reason for the absence to the Superintendent of Schools or his designee.

The report form titled, "Employee's Report of Reason for Absence," Schedule "B", shall be completed in duplicate and submitted to the employee's immediate supervisor not later than the first day upon which the employee returns to work, following any day of absence for any reason.

No employee of the Board of Education shall remain absent from work for more than ten (10) 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 Superintendent of Schools or his designee to cover said absence in excess of said ten (10) consecutive working days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools or his designee is empowered to extend such span of absence beyond said ten (10) day period, up to the next date on which the Board of Education will meet.

ARTICLE VIII.

EXTENDED LEAVE OF ABSENCE

1. The following maternity leave provisions 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.
 - i. An employee shall notify the Superintendent of Schools or his designee of her pregnancy as soon as it is medically confirmed.
 - ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - iii. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.
 - iv. 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. The parties may adjust the date of return 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 (6) 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 (1) of the following:
 - i. The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.
 - ii. 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:
 - aa. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
 - bb. The Board's physician and the employee's physician agree that she cannot continue working, or
 - cc. 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.

- iii. Any other just cause.

ARTICLE IX.
HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, with the following health insurance benefits:
 - a. Hospitalization.
 - b. Medical-Surgical.
 - 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 provide for a dental coverage plan and prescription drug plan for all employees covered by this Agreement, together with their eligible dependents, as such dependents are defined in the insurance policy. Beginning July 1, 2010 each prescription shall be subject to a co-payment \$3 generic and \$10 brand name. Mail order prescriptions shall be \$5 generic/\$15 brand name for 90 (ninety) day supply. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
4. The Board agrees to pay up to a maximum of \$27,000.00 annually 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.
5. The parties will provide a \$3,000.00 opt-out for health benefits to any employee who waives coverage. The opt-out will be paid semi-annually in \$1,500.00 installments (December 31st and June 30th) in the school year in which the opt-out occurs. Should an employee be required to re-enroll in such coverage, he or she may do so immediately and the opt-out payments will be adjusted accordingly.
6. A husband and wife or civil union partners who are both employees of the district shall not be able to have dual healthcare coverage (including major medical, dental, prescription and vision) and one spouse/partner will be afforded the opt-out payment set forth in the foregoing paragraph herein. It is expressly agreed and understood that any life-altering event which causes the one spouse/partner to lose coverage, the other spouse/partner shall be immediately reinstated in the district's health benefit plan with full healthcare coverage (including major medical, dental, prescription and vision) with no break in coverage or loss of any already paid/satisfied deductibles, etc.
 - a. This section shall only apply to husband/wife (or civil union partners) hired after the ratification of this Agreement or become husband/wife (or civil union partners) after ratification of this Agreement. In lieu of dual healthcare coverage, the husband/wife (or civil union partners) shall receive \$5,000 as an opt-out payment.

The Board shall provide a waiver equal to 25% of the premium of the level of coverage that an employee is entitled to or \$5,000 whichever is less. The waiver will be paid in semi-annual installments (December 31 and June 30th) in amounts equal to 50% of the total waiver. No waiver shall be given due to any employee in which the New Jersey State Health Benefit Plan determines is ineligible for a waiver due to the prohibition of coordination of benefits.

7. The Board of Education will pay premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch. 88.
8. Retired employees having 25 years of service may continue to purchase insurance including dental, prescription, and vision, after COBRA ends.

ARTICLE X.

DEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its employees dues which said custodians individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted directly to the N.J.E.A. 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 Association 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 Association the total deductions.
3. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association 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 cards submitted by the Association 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 or disability insurance plan designated by the employee and agreed to by the Association. 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 herewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party to any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the 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, the Association and/or the individual employee must furnish to the Board (i) written notice thirty (30) school days prior to the effective date of the initial deduction to be made and (ii) written notice thirty (30) school 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 Paragraph 4 above the Association 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 Superintendent of Schools or his designee. The Association 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 Association to the Board.
7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

ARTICLE XI.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. Notification of Vacancies-Date

No later than May 1st of each school year, the Superintendent of Schools or his designee shall deliver to the Association 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 Superintendent of Schools or his designee. Such statement shall include the school or schools in order of preference, to which transfer is desired. Such requests for transfers for the following year shall be submitted no 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 ten (10) calendar days after May 1st, the Superintendent of Schools or his designee shall post in each school and deliver to the Association 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. Appeal

In the event the employee believes that the procedures outlined above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee, or in writing, of such procedural defects. The Superintendent of Schools or his designee will have twenty (20) days from such notification to rectify the procedural defects. In the event the Superintendent of Schools or his designee fails to rectify such defects, the employee shall have the right upon his/her written request made within five (5) days after the expiration of the said twenty (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 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 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 the Article and may be filled by the Board or its designee at any time and without complying with the provisions of the Article.

ARTICLE XII.

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. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent of Schools or his designee, at which time the employee shall be notified of the reasons therefore.
- b. In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent of Schools or his designee shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent of Schools or his designee shall not be subject to the grievance procedure and shall be final and non-appealable, except as expressly otherwise set forth in Sections 3(c) and 3(d) below.
- c. In the event an employee believes that the procedures outlined in Sections 3 and 3 (a) and 3(b) above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee of such procedural defects. The Superintendent of Schools or his designee will have twenty (20) days from such notification to rectify the procedural defects. In the event the Superintendent of Schools or his designee fails to rectify said defects, the employee shall have the right upon his/her written request made within five (5) days after the expiration of the said twenty-day period, to an informal conference with the Board, or at the Board's option, with a committee of the Board. This conference with the Board or with the committee of the Board shall be expressly limited to procedural defects only.
- d. In the event the decision of the Superintendent of Schools or his designee, as set forth in Section b. of this Article, involves the involuntary transfer or reassignment from an elementary or the Middle School to the High School, or vice versa, or from one shift to another shift, then the employee shall upon written request made within five (5) days after the decision of the Superintendent of Schools or his designee, 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 light 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 Superintendent of Schools or his designee 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 Superintendent of Schools or his designee.

6. Exclusion

All involuntary transfers or reassignments of an emergency nature or a transfer or reassignment of a temporary nature (four 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 guaranteed to them under the provisions of this Article.

ARTICLE XIII.

MISCELLANEOUS

1. Any individual contract between the Board and an individual whose employment is 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 (30) calendar day notice.
2. A copy of this Agreement shall be printed within sixty (60) days of its execution at the joint expense of the Board and the Association.
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 the Association to Board at:
Fort Lee Board of Education
2175 Lemoine Avenue
Fort Lee, New Jersey 07024
 - b. If by the Board to Association at:
Fort Lee Education Association
3000 Lemoine Avenue
Fort Lee, New Jersey 07024
4. The term, school year, as used in this Agreement, shall mean July 1st to June 30th.
5. It is understood and agreed that the Board of Education shall provide and maintain thirty (30) all-weather parkas, each to be stenciled predominantly with the words "Property of the Fort Lee Board of Education." The aforementioned thirty (30) all-weather parkas shall be distributed among the various schools comprising the Fort Lee District to be used by the custodial staff thereof and only in the normal course of their duties and when not in such use to be left at said schools. It is understood and agreed that the useful life of the all-weather parkas shall be not less than seven (7) years and it is expressly agreed that the Board of Education shall not be asked to or be required to replace any or all of the aforementioned all-weather parkas before the expiration of said seven (7) full years of use thereof; except that the Board of Education will replace said all-weather parkas before the expiration of said seven (7) year life thereof only if same shall become unusable by virtue of normal use and the unusable sets returned to the office of the Superintendent of Schools or his designee or shall not be available because of theft and/or fire or other casualty affecting other property of the Board of Education together with the said all-weather parkas it being understood that if only the all-weather parkas are the subject of theft, fire or other casualty, the Board of Education shall not then be required to replace the same prior to the expiration of the seven (7) year life thereof.
6. Each member of the bargaining unit shall be entitled to receive an annual uniform allowance of \$475.00.
7. Agency Shop Representation Fee
 - a. Purpose of Fee
If a bargaining unit employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or

in part by this Agreement, said employee to the extent and only to the extent permitted and authorized by law, will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative as recognized by the Board of Education to this Agreement.

b. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

c. Deduction and transmission of Fee

To the extent and only to the extent permitted and authorized by law, the Board agrees to deduct from the salary of any bargaining unit employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section b above and will transmit the amount so deducted to the Association.

The Board agrees to deduct the aforementioned representation fee in monthly installments, as nearly to the extent and only to the extent permitted and authorized by law as possible, during the remainder of the membership year in question. The deduction will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

d. Termination of Employment

If a bargaining unit employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board to the extent and only to the extent permitted and authorized by law, will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and forward the same to the Association. In the event that an employee terminates his or her employment in such a manner that the Board is unable to make deduction from future checks, the Board is relieved of its obligation to make such deductions as to employees.

e. Mechanics

Except as otherwise provided in this Article and to the extent and only to the extent permitted and authorized by law, the mechanics for the deduction of the 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.

f. The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

8. Employees will be provided with back support belts if required and requested. If provided, they must be worn.
9. The President of the Association will be provided one (1) administrative period per day to attend to Union business, which will be scheduled by Administration.

ARTICLE XIV.

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 remain in full force and effect.

ARTICLE XV.

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 XVI.

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, (d) to require any and all custodial and maintenance personnel to perform all maintenance and/or custodial duties, including but not limited to custodian-repairman, courier, custodian-helper, maintenance, notwithstanding their designated position or place on the salary guide, (e) to maintain the efficiency of the school district operations entrusted to them, (f) to determine the method, means, and personnel by which such operations are to be conducted and (g) 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 N.J.S.A. Title 18A, School Laws of New Jersey, or any other state or Federal Laws or regulations as they pertain to education.

ARTICLE XVII.

REDUCTION OF FORCE SENIORITY

The Board in its sole and absolute discretion shall have the right at any time to reduce the number of custodial and maintenance personnel employed by the Board subject to the provisions of N.J.S.A. 18A:17-4, Reduction in Number of Janitorial Employees, for those employees who have achieved tenure status by virtue of the provisions of Article XVIII.

ARTICLE XVIII.

TENURE

After three (3) consecutive calendar years of full-time employment each employee covered by this agreement shall be appointed without a fixed term so as to provide the tenure protection available to such employees under the provisions of Chapter 137, Public Laws of 1960, N.J.S.A.18A:17-3 and 18A:17-4.

ARTICLE XIX.

EVALUATION

1. Non-tenured employees covered by this Agreement shall be evaluated by the Superintendent of Schools or his designee at least two (2) times during their first year in the district and at least one (1) time in their second and third years in the district.
2. Tenured employees shall be evaluated by the Superintendent of Schools or his designee at least once during the school year.
3. Each evaluation shall be followed by a written evaluation report and a conference between the employee and the Superintendent of Schools or his designee for the purpose of identifying the employee's strengths, deficiencies and recommendation for correcting and improving his work.
4. The employee shall have the right within ten (10) days after receiving a copy of the evaluation report to respond in writing to negative comments on the evaluation report.
5. The employee shall be required to sign the evaluation report, but such signing shall not signify approval. Upon the failure or refusal of the employee to so sign the report, a notation of said failure or refusal shall be annexed to or inserted in the report.
6. The evaluation report, together with the employee's response thereto, if any, shall be placed in and comprise a part of the personnel file of each employee.
7. The evaluation report shall not be a subject of or a cause for invoking the grievance procedure.

ARTICLE XX.

BULLETIN BOARDS

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

ARTICLE XXI.

PROMOTIONS

1. Positions Included

Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory levels.

2. Date of Posting

A notice of the proposed promotional positions shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting.

3. Application Procedure

Employees who desire to apply for such promotional positions shall submit their application in writing to the Superintendent of Schools or his designee within the time limits specified in the notice and the Superintendent of Schools or his designee shall acknowledge promptly in writing the receipt of all such applications. New applications must be filed by the employee for each new posted promotional position.

4. Criteria for Notice

The qualifications for the position, its duties and the rate of compensation shall be clearly set forth. No promotional position shall be filled other than in accordance with the above procedure.

5. Appeal to Board

In the event the employee believes that the procedures outlined above have not been followed, he shall immediately notify the Superintendent of Schools or his designee in writing of such procedural defects. The Superintendent of Schools or his designee will have twenty (20) days from such notification to rectify the procedural defect. In the event the Superintendent of Schools or his designee fails to rectify such defects, the employee shall have the right, upon his written request made within five (5) days after the expiration of the said twenty-day (20) 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.

6. Decision of the Board

The ultimate responsibility for making all promotions rests with the Board. The Board shall have the sole and exclusive right to make the final determination as to all promotions, 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.

ARTICLE XXII.

GENERAL PROVISIONS

1. This 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 Board of Education and the decisions 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 Association.
3. The Association and the Board shall be responsible for acquainting their respective 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 Association agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions."

ARTICLE XXIII.

EMPLOYEE WORK YEAR

1. Term of Employment

The term of a full-time employees covered by this Agreement shall be from July 1 to June 30.

2. Hours of Work

a. Full Time Employees.

i. Day Shift: Eight (8) hours per day, five (5) days per week exclusive of a thirty (30) minute per day lunch period.

ii. Night Shift: Eight (8) hours per day, five (5) days per week inclusive of a thirty (30) minute per day supper period.

b. Part-Time Employees: Those employees whose normal work time is less than twenty (20) hours per week. No lunch or supper time included. To be paid pro-rata for shift assigned.

3. Vacation

a. Eligibility: The eligibility of any employee for vacation benefits shall be determined as of July 1 of each year

b. Amount of Vacation: Vacation time shall accrue on the basis of one (1) day of paid vacation for each full calendar month of employment by the Board of Education up to a maximum of ten (10) vacation days except as hereinafter provided.

i. Upon completion of five (5) full years of employment in the school district the employee shall be entitled to fifteen (15) working days with pay.

ii.

| Upon Completion of... | Vacation Days |
|-----------------------|---------------|
| 6 years | 16 |
| 7 years | 17 |
| 8 years | 18 |
| 9 years | 19 |
| 10 years | 20 |

c. Scheduling Vacations: All vacations shall be taken according to a schedule as prepared and approved by the Supervisor of Buildings and Grounds, or in his absence, the Superintendent of Schools or his designee.

i. Employees who are entitled to fifteen (15) or more vacation days may elect to split such vacation so that no more than ten (10) working days are required to be taken during July and August. The balance of the earned vacation time may be taken at another time during the school year, but only in accordance with any subject to the following provisions:

ii. Such employee eligible to split his vacation must notify the Superintendent of Schools or his designee in writing on or before March 1st of the school year advising that he so elects and further requests permission to take his eligible vacation at designated periods,

- iii. It is strictly understood and agreed that the granting or withholding of such permission shall be the sole and exclusive responsibility of the Superintendent of Schools or his designee and that decision in connection with such request shall be final and binding upon all concerned.
- iv. Should there be conflicting requests made by fellow employees, employees with the greater seniority shall receive the greater performance.
- v. The Superintendent of Schools or his designee shall advise the employees of his decision in connection with their vacation requests on or before April 1st of the school year.

4 Holidays

- a. All full time, twelve (12) month employees shall be entitled to not less than fifteen (15) days with full pay. The following days shall be considered as holidays:

| | |
|---------------------------|---------------------------|
| Independence Day | Christmas Day |
| Labor Day | December 31 st |
| Columbus Day | New Year's Day |
| Presidential Election Day | Martin Luther King Day |
| Veterans' Day | Presidents' Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |
| December 24 th | |

In addition, there will be one day to be agreed upon by both the Administration and the Association.

- b. It is expressly understood that if any of the above holidays falls on a Saturday or Sunday, the employee shall have a day off without loss of pay, which day off shall be taken at vacation time, unless the Business Administrator/Board Secretary approves a different time.

5 N.J.E.A. Convention

Employees attending the annual N.J.E.A. Convention shall be entitled to receive a full-day's pay for each day that they actually attended the convention, provided that the employees shall first present to the Superintendent of Schools or his designee sufficient proof by way of written documentation that they attended the convention. In no event shall the Board be required to pay for such attendance for more than two (2) employees from each school building. Employees required to work on the day of the N.J.E.A. Convention SHALL NOT receive overtime pay.

ARTICLE XXIV.

WAIVER

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties, except as otherwise provided by law

ARTICLE XXV.

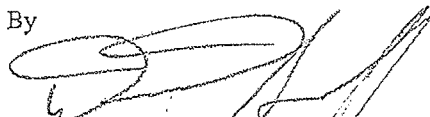
DURATION OF AGREEMENT

This Agreement shall be in full force as of July 1, 2013 and shall remain in full force and effect through June 30, 2016.


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

FORT LEE EDUCATION ASSOCIATION


By


David Sarnoff, President

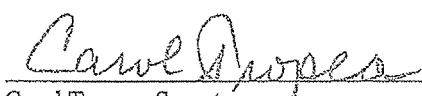
By



Bruna Capalbo, President

Attest:


Ron Smith
Interim Business Administrator/
Board Secretary

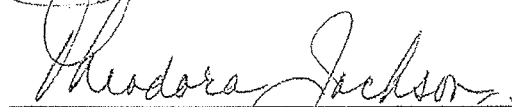
Attest:



Carol Tropea, Secretary



Bruna Capalbo, Chief Negotiator

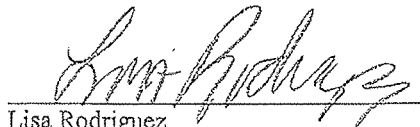
FLEA BARGAINING COMMITTEE

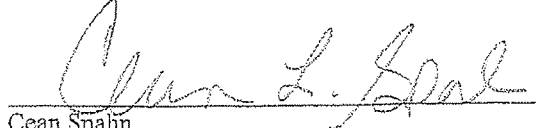

John Gouyoniotis


Theodora Jackson


Gary Nowogielski


Mark Oberkehr


Lisa Rodriguez


Cean Spain

**FORT LEE SCHOOL DISTRICT
CUSTODIAL/BUILDING/GROUNDS SALARY GUIDE**

Year 1: 2013-2014

(Guide Begins 02/01/2014 for 10-month employees and 01/01/2014 for 12-month employees)

| Salary Guide Step | CUST | EL/NHHS | HMS | HHS | GRNDS | MAINT |
|-------------------|--------|---------|--------|--------|--------|--------|
| 1 | 36,179 | 40,429 | 43,429 | 48,429 | 38,429 | 46,429 |
| 2 | 37,379 | 41,529 | 44,529 | 49,529 | 39,529 | 47,529 |
| 3 | 38,579 | 42,579 | 45,579 | 50,579 | 40,579 | 48,579 |
| 4 | 39,779 | 43,679 | 46,679 | 51,679 | 41,679 | 49,679 |
| 5 | 41,079 | 44,679 | 47,679 | 52,679 | 42,679 | 50,679 |
| 6 | 42,279 | 45,785 | 48,785 | 53,785 | 43,785 | 51,785 |
| 7 | 43,535 | 46,785 | 49,785 | 54,785 | 44,785 | 52,785 |
| 8 | 44,735 | 47,835 | 50,835 | 55,835 | 45,835 | 53,835 |
| 9 | 45,935 | 49,835 | 52,835 | 57,835 | 47,835 | 55,835 |
| 10 | 47,335 | 51,835 | 54,835 | 59,835 | 49,835 | 57,835 |
| 11 | 48,735 | 53,835 | 56,835 | 61,835 | 51,835 | 59,835 |
| 12 | 50,235 | 55,835 | 58,835 | 63,835 | 53,835 | 61,835 |
| 13 | 51,835 | 57,835 | 60,835 | 65,835 | 55,835 | 63,835 |
| 14 | 53,735 | 59,835 | 62,835 | 67,835 | 57,835 | 65,835 |
| 15 | 55,835 | 61,835 | 64,835 | 69,835 | 59,835 | 67,835 |
| 16 | 57,835 | 63,835 | 66,835 | 70,835 | 60,835 | 70,835 |
| 17 | 59,035 | 65,835 | 67,835 | 71,835 | 62,335 | 71,835 |
| 18 | 61,672 | 66,423 | 69,250 | 73,400 | 63,572 | 72,097 |

**FORT LEE SCHOOL DISTRICT
CUSTODIAL/BUILDING/GROUNDS SALARY GUIDE**

Year 2: 2014-2015

(Guide Begins 02/01/2015 for 10-month employees and 01/01/2015 for 12-month employees)

| Salary Guide Step | CUST | EL/NHHS | HMS | HHS | GRNDS | MAINT |
|-------------------|--------|---------|--------|--------|--------|--------|
| 1 | 37,814 | 42,064 | 45,064 | 50,064 | 40,064 | 48,064 |
| 2 | 39,014 | 43,164 | 46,164 | 51,164 | 41,164 | 49,164 |
| 3 | 40,214 | 44,214 | 47,214 | 52,214 | 42,214 | 50,214 |
| 4 | 41,414 | 45,314 | 48,314 | 53,314 | 43,314 | 51,314 |
| 5 | 42,914 | 46,514 | 49,514 | 54,514 | 44,514 | 52,514 |
| 6 | 44,414 | 47,920 | 50,920 | 55,920 | 45,920 | 53,920 |
| 7 | 45,914 | 49,164 | 52,164 | 57,164 | 47,164 | 55,164 |
| 8 | 47,414 | 50,514 | 53,514 | 58,514 | 48,514 | 56,514 |
| 9 | 48,914 | 52,814 | 55,814 | 60,814 | 50,814 | 58,814 |
| 10 | 50,414 | 54,914 | 57,914 | 62,914 | 52,914 | 60,914 |
| 11 | 51,914 | 57,014 | 60,014 | 65,014 | 55,014 | 63,014 |
| 12 | 53,414 | 59,014 | 62,014 | 67,014 | 57,014 | 65,014 |
| 13 | 54,914 | 60,914 | 63,914 | 68,914 | 58,914 | 66,914 |
| 14 | 56,414 | 62,514 | 65,514 | 70,514 | 60,514 | 68,514 |
| 15 | 57,914 | 63,914 | 66,914 | 71,914 | 61,914 | 69,914 |
| 16 | 59,414 | 65,414 | 68,414 | 72,414 | 62,414 | 72,414 |
| 17 | 60,614 | 67,414 | 69,414 | 73,414 | 63,914 | 73,414 |
| 18 | 63,247 | 67,998 | 70,825 | 74,975 | 65,147 | 73,672 |

FORT LEE SCHOOL DISTRICT
CUSTODIAL/BUILDING/GROUNDS SALARY GUIDE
Year 3: 2015-2016

| Salary Guide Step | CUST | EL/NHHS | HMS | HHS | GRNDS | MAINT |
|-------------------|--------|---------|--------|--------|--------|--------|
| 1 | 37,814 | 42,064 | 45,064 | 50,064 | 40,064 | 48,064 |
| 2 | 39,014 | 43,164 | 46,164 | 51,164 | 41,164 | 49,164 |
| 3 | 40,214 | 44,214 | 47,214 | 52,214 | 42,214 | 50,214 |
| 4 | 41,414 | 45,314 | 48,314 | 53,314 | 43,314 | 51,314 |
| 5 | 42,914 | 46,514 | 49,514 | 54,514 | 44,514 | 52,514 |
| 6 | 44,414 | 47,920 | 50,920 | 55,920 | 45,920 | 53,920 |
| 7 | 45,914 | 49,164 | 52,164 | 57,164 | 47,164 | 55,164 |
| 8 | 47,414 | 50,514 | 53,514 | 58,514 | 48,514 | 56,514 |
| 9 | 48,914 | 52,814 | 55,814 | 60,814 | 50,814 | 58,814 |
| 10 | 50,414 | 54,914 | 57,914 | 62,914 | 52,914 | 60,914 |
| 11 | 51,914 | 57,014 | 60,014 | 65,014 | 55,014 | 63,014 |
| 12 | 53,414 | 59,014 | 62,014 | 67,014 | 57,014 | 65,014 |
| 13 | 54,914 | 60,914 | 63,914 | 68,914 | 58,914 | 66,914 |
| 14 | 56,414 | 62,514 | 65,514 | 70,514 | 60,514 | 68,514 |
| 15 | 57,914 | 63,914 | 66,914 | 71,914 | 61,914 | 69,914 |
| 16 | 59,414 | 65,414 | 68,414 | 72,414 | 62,414 | 72,414 |
| 17 | 60,614 | 67,414 | 69,414 | 73,414 | 63,914 | 73,414 |
| 18 | 63,247 | 67,998 | 70,825 | 74,975 | 65,147 | 73,672 |

HEALTH BENEFITS WAIVER FORM

I _____ hereby voluntarily elect to waive my rights to medical, prescription, dental, and vision benefits. I will receive an opt-out payment in the amount of \$3,000, that will be paid in two equal installments in the amount of \$1,500 on December 31st and June 30th. If I have a spouse in the district, will receive an opt-out payment in the amount of \$5,000, that will be paid in two equal installments of \$2,500 on December 31st and June 30th. The opt-out payment will be included on my W-2 and be reported to the IRS as a taxable fringe benefit. I understand that I can re-enroll at anytime and my opt-out payment amount will be prorated based upon the re-enrollment date.

Signature _____

Date _____

In order to qualify for opt-out payment for the ensuing school year, this form must be submitted to the Business Administrator by June 1. (For example, if you are going to opt-out for the 2013-2014 school year, this form is due by June 1, 2013. You must submit a new opt-out form every year).

INTENT TO RETIRE FORM

As of January 31st, _____, am considering retirement at the close of the current school year. I understand that in order to receive my terminal leave payment by August _____, I must submit this form by January 31st to the Business Administrator/Board Secretary. If this form is received by the Business Administrator/Board Secretary after January 31st, then I will not receive my terminal leave retirement payment until the following budget year (for example, letter received May 2, 2013, payment will be received in August 2014).

Signature _____

Date _____

Business Administrator/Board Secretary _____

Date _____

For those employees hired prior to 1996, terminal leave payment will be capped at the third year of the current contract.

FORT LEE SICK DAY BANK

SICK LEAVE BANK

A Purpose

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allowed employees to voluntarily donate accrued sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

B Definition

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of incapacitation required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence.

C Committee

The sick leave bank shall be administered by a committee which shall be comprised of (8) eight members, with the Fort Lee Association President and Superintendent as standing members, and (3) three additional members from each unit of the Fort Lee Education Association and (3) three additional members from the Fort Lee Board of Education. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. The standards and procedures are not subject to negotiation. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave.

D Eligibility

Employees eligible to participate in the sick day bank must voluntarily contribute one sick day. All new employees who are members of the Fort Lee Education Association shall be eligible to enroll in the sick leave bank by voluntarily contribute one sick day within the first sixty days (60) after their first day of employment.

E Contribution of Sick Days

In the initial year of the sick day bank all Fort Lee Education Association employees may voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days. All new employees who are members of the Fort Lee Education Association shall have sixty (60) days to voluntarily contribute a minimum of one (1) sick day or a maximum of two (2) sick days.

F Maximum Sick Day Bank

The sick day bank shall be no more than six hundred (600) accumulated days. Once the sick day bank decreases to a level of three hundred (300) accumulated days, an employee can voluntarily contribute an additional sick day.

G Use of Sick Day Bank

All sick day bank requests must be submitted to the Board Secretary. The request to utilize sick leave bank days and employee's medical practitioner/physician's statement forms must be completed and submitted to the Board Secretary. An employee can submit two requests per school year. Each request can be for a minimum of one ((1 working d ay to a maximum of forty (40) working days. No request shall be for more than forty (40) working days.

H Committee Review and Approval

Only the standing committee shall review and approve/deny all requests for sick day bank utilization. The board secretary will receive all completed and required information and distribute to committee members. The standing committee will meet to review and vote on the request. The committee will follow Robert Rules of Order for all parliamentary procedures. In the event of a tie vote of the committee the request is denied. The employee will be notified in writing as to the decision of the committee. The decisions of the committee are final and not subject to the grievance procedure and arbitration. The committee will be responsible to maintain all applicable records regarding the sick day bank.

I Miscellaneous

1. Before days can be granted from the Bank, all available paid leave days must be exhausted by the employee.
2. Bank members withdrawing from the bank shall not reclaim any donated days.
3. No members can reclaim any donated days.
4. Nothing contained herein shall prohibit the Board from exercising its rights under N.J.S.A. 18A:30-6 (Prolonged Absence Beyond Sick Leave Period)
5. The following guidelines are not all inclusive and may be modified by a majority of the sick leave bank committee.

FORT LEE SCHOOL DISTRICT
EMPLOYEE'S MEDICAL PRACTITIONER/PHYSICIAN'S STATEMENT

Patient's Name _____

Employee's Name _____

Nature of injury, surgery, or critical illness. _____

Is patient still under your care? Yes No

How long will be patient be unable to work? _____

Estimated date patient can return to work: _____

Physician's Signature _____ Date _____

Type or print physician's name: _____

THIS FORM MUST BE COMPLETE AND SPECIFIC TO BE CONSIDERED INCOMPLETE

INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION.

THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE

COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.

**FORT LEE SCHOOL DISTRICT
REQUEST TO UTILIZE SICK LEAVE BANK DAYS**

Name: _____ Date: _____

Position/Assignment: _____

School/Department: _____

Length of Time Employed in District _____ years _____ months

Days Absent Current School Year: _____

Reason for requesting Sick Leave Bank Days:

Check One: I have used all of my available sick leave days for this year.

I will have used all of my available sick leave days for this year.

Number of days I am requesting from the Bank: _____ (no more than 40 days)

Sick Leave Bank Days should begin: _____ (insert date)

The above requested days are needed for the reason of injury, surgery, or critical illness of self as described below.

THE MEDICAL PRACTITIONER/PHYSICIAN STATEMENT MUST ACCOMPANY THIS FORM.

Signature: _____ Date: _____

Check One: This is my first application to the Sick Leave Bank.

I have previously used the Sick Leave Bank this year.

THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED INCOMPLETE
INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION.

THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE
COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL

**FORT LEE SCHOOL DISTRICT
SICK LEAVE BANK ENROLLMENT FORM**

NAME: _____

POSITION/ASSIGNMENT: _____

SCHOOL/DEPARTMENT: _____

I do not wish to participate in the Sick Leave Bank.

I do wish to participate in the Sick Leave Bank as established as pursuant to the guidelines established by the Sick Leave Bank Committee.

I do hereby authorize the Personnel Department to transfer the following number of sick days _____ *(see below) to the accumulated sick day leave bank.

I do further acknowledge that the aforementioned transfer and assignment of such days shall be irrevocable.

I understand that this program is not an entitlement, but a voluntary program and that the Sick Leave Bank Committee has the right to approve/deny my request for utilization of sick days.

* Initial Year - an employee can voluntarily donate a minimum of one (1) sick day and a maximum of two (2) sick days.

A new employee has sixty days (60) to voluntarily contribute a minimum of one (1) sick day and a maximum of two (2) sick days.

Once the accumulated sick day bank decreases to a level of 300 the committee will consider additional donation of days under the same parameters.

SIGNATURE: _____