

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN:**

**THE BOROUGH OF OGDENSBURG  
BOARD OF EDUCATION**

**AND THE**

**EDUCATIONAL SUPPORT STAFF  
ASSOCIATION OF OGDENSBURG**

**2004-2007**

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## INTRODUCTION

THIS AGREEMENT entered into this 16<sup>th</sup> day of November, 2004, by and between **THE BOARD OF EDUCATION, BOROUGH OF OGDENSBURG**, hereinafter called the “Board” and the **EDUCATIONAL SUPPORT STAFF OF OGDENSBURG**, hereinafter called the “Association” represents the complete and final understanding of all bargainable issues between the Board and the Association.

## ARTICLE I: RECOGNITION

The Board agrees to recognize the Educational Support Staff Association of Ogdensburg as the exclusive collective bargaining representative for all full-time and part-time aides, and all custodians, except for the following: the custodian hired solely to perform building and boiler checks and temporary, summer help custodians.

## ARTICLE II: MANAGEMENT RIGHTS

**Section 1.** Subject to the provisions of the Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities vested in it prior to the signing of the Agreement, including, without limiting generality of the foregoing, the following rights:

- a. To the Executive Management and Administrative Control of the Board premises, properties, and facilities, academic operations and business operations and the activities of its employees;
- b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
- c. To suspend, demote, discharge or take any other disciplinary action for just cause and to relieve employees from duty because of lack of work, or for other legitimate reasons, including the right to subcontract work for legitimate business reasons, provided that doing so does not result in the layoff of any bargaining unit employees.
- d. To implement reasonable rules and regulations.

**Section 2.** The exercise of the foregoing powers, rights, authorities, duties or responsibilities, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

**Section 3.** It is the intention hereof that all of the powers, rights, authority, duties, or responsibilities that the Board had prior to the signing of this Agreement are retained by the Board, except and only to the extent that they are specifically abridged and modified by this Agreement and further provided that such modifications or abridgement are in conformance with law.

### **ARTICLE III: ASSOCIATION RIGHTS**

- A. Relevant information – Upon the request of the Association, in writing, the Board agrees to permit review and duplication of relevant information to the designated Association representative. The purpose and use of the information shall be limited to assisting the Association in collective negotiations and filing of grievances. Any other use may be prohibited.
- B. Use of the School Building – Upon request, in advance, and with approval of the Principal, the Association and its representatives shall be permitted access to the school building during reasonable hours. Approval shall not be unreasonably withheld.
- C. The Association representative shall have the privilege of using designated school duplicating equipment at reasonable times when such equipment is not otherwise in use. This privilege shall be subject to the prior approval of the Principal. The Association shall provide all materials and supplies incident to such use. No duplicating equipment is to be removed from the school building, and the Association shall be responsible for any damage resulting from such use. Approval shall not be unreasonably withheld.

### **ARTICLE IV: DEDUCTION OF DUES FROM PAYROLL**

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

- a. Purpose of Fee – Employees who do not wish to become members of the Association will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee’s per capita cost of services rendered by the Association as majority representative.
- b. Amount of Fee –
  - (1) Notification – Prior to the beginning of each academic year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members. The representation fee to be paid by non-members will be determined by the Association in accordance with law.
  - (2) Legal Maximum – 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 may be set up to 85 percent of that amount as 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 academic year, immediately following the effective date of the change.

c. Deduction and Transmission of Fee

- (1) Notification – Once during each academic year, covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board 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) Payroll Deduction Schedule – The Board 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 academic year in question. The deductions will begin with the first paycheck paid: (i) ten (10) days after receipt of the aforesaid list by the Board, or, (ii) thirty-one (31) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position or was on layoff, in which event the deductions 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) Mechanics – 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.
- (4) Changes – The Association will notify the Board, 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 Board received said notice.
- (5) New Employees – On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty-day (30) period. The list will include names, job titles, and dates of employment for all such employees.
- (6) Terminated Employees – Upon the termination of employment of any employee, the Board will not collect any monies for unpaid dues for months subsequent to the employee's termination date.

d. Indemnification and Save Harmless Provision

Liability – The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (1) The Board gives the Association timely notice, in writing, of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph; and
- (2) If the Association so requests, in writing, the Board will surrender to it, full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence securing witnesses, and in all other aspects of said defense.

#### **ARTICLE V: PROBATIONARY PERIOD**

**Section 1.** It is expressly understood and agreed that newly hired custodians and aides shall be on probation and shall not attain seniority status during the first ninety (90) calendar days. After completion of the ninety (90) calendar days, an employee shall attain seniority status, and the employee's service date will be calculated from the date of hire.

**Section 2.** During the employee's probationary period, the Board shall have the unqualified right to dismiss such new employee. Such dismissal shall not be subject to the grievance or arbitration provisions of the Agreement.

**Section 3.** The Board shall have the right to extend an employee's probation for one period of an additional thirty (30) working days, provided notice is given to the President of the Association.

**Section 4.** After successful completion of the ninety (90) day probationary period, a custodian may be offered a contract for the duration of the first year of work. Subsequent employment for the 2<sup>nd</sup> and 3<sup>rd</sup> year of work will be based on one-year contracts. On the first day of the 4<sup>th</sup> year of work, a custodian will attain tenure.

#### **ARTICLE VI: DISCIPLINE AND DISCHARGE – JUST CAUSE**

All employees within the unit are subject to discharge for just cause. An employee who is discharged may require that the Association file a written grievance concerning the discharge action taken. Only the Association may file a grievance. The grievance will be processed in accordance with **ARTICLE VII: GRIEVANCE PROCEDURE.**

#### **ARTICLE VII: GRIEVANCE PROCEDURE**

- A. GRIEVANCE - A grievance is defined as a claim by the Association as follows:
  1. A claimed breach, misinterpretation or improper application of the terms of the Collective Agreement; or
  2. A claimed violation, misinterpretation or misapplication of policies or administrative decisions affecting the terms and conditions of employment of any individual or group of individuals covered under this Agreement.
- B. PURPOSE - The purpose of the grievance procedure is to resolve differences concerning the interpretation or application of the Collective Agreement at the lowest level of the grievance procedure. Time Limits – 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 be extended by mutual agreement of the parties.

**C. Procedure for Custodians:**

1. Level One – The employee shall first discuss the grievance with the employee’s Supervisor within ten (10) school days of the alleged occurrence complained of.
2. Level Two – If the employee is not satisfied with the disposition of the grievance at Level One, the employee may submit the grievance, in writing, to the Chief School Administrator within twenty (20) school days of its alleged occurrence. The written grievance shall set forth:
  - a. The nature of the grievance and the remedy requested;
  - b. The specific section or sections of the Collective Agreement alleged to have been violated;
  - c. The nature and extent of injury or loss, if any.

**D. Procedure for full- and part-time aides**

An aide shall first discuss a grievance with the Superintendent of Schools. Thereafter the grievance shall proceed to Level 3. The Chief School Administrator shall review the grievance and render a decision, in writing, to the aggrieved person within ten (10) school days of receipt of the written grievance.

3. Level Three – If the employee is not satisfied with the disposition at Level Two, the employee will have five (5) school days within which to submit the grievance, in writing, to the Secretary to the Board of Education. The Board shall review the grievance, holding a hearing, if requested, and shall render its decision within thirty (30) school days.
4. Level Four – If the Association is not satisfied with the disposition of the grievance at Level Three, it may submit the grievance to arbitration by filing with PERC, the Public Employment Relations Commission, within fifteen (15) school days.
  - a. The decision of the arbitrator shall be nonbinding.
  - b. The costs for the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board of Education and the Association. Any other expenses incurred shall be paid by the party incurring same.

**ARTICLE VIII: HOURS OF WORK AND OVERTIME**

**CUSTODIANS**

**Section 1.** The normal work week for a custodian shall consist of forty (40) hours of work per week, eight (8) hours per day, including a one-half (½) hour paid lunch period and two paid ten (10) minute coffee breaks. The regular workweek shall consist of five (5) consecutive working days with two (2) consecutive days off. The regular workweek is Monday through Friday and the Board will not change the regular work week without negotiating the change with the Association.

**Section 2.** All work performed in excess of forty (40) hours in any work week shall be paid for at a rate of one and one-half (1 1/2 ) times the regular straight time rate of pay. Work performed for scheduled boiler checks, scheduled building checks, and Christmas tree lighting are to be paid at a rate of one and one-half (1 1/2 ) times the employee's straight time rate of pay. Any other overtime work, including building clean-up, crowd control, and school related events, except if performed on Sunday is to be paid at one and one-half (1 1/2) times the employee's normal rate of pay. Work performed on a holiday shall be paid at straight time plus time and one-half the employee's regular rate of pay for a total of two and one-half (2 1/2) times the employee's regular rate of pay.

**Section 3.** All work required on Sunday will be paid at straight time plus time and one-half for a total of two and one-half (2 1/2) times the employee's regular straight time of pay.

**Section 4.** The Employer shall have the right to establish, change and/or discontinue the starting time as it shall determine necessary. The Association shall be given at least two weeks of notice of any change in starting time.

**Section 5.** When an employee is unable to take a lunch break and is required to work through lunch and/or break, every effort shall be made to allow the employee to take the time off prior to the completion of the end of the employee's shift. If the employee is unable to take a lunch break during the employee's shift, then the employee may submit a written request to the employee's Supervisor for compensatory time off, which shall be granted at the discretion of the Supervisor. Employees must stagger their breaks to provide coverage during lunch and coffee breaks.

**Section 6.** All employees are to work a reasonable amount of overtime. Overtime shall be equitably distributed. In the event that there are not sufficient employees to work the required overtime assignment, then the employee with the least number of overtime hours worked or charged shall be assigned to work the overtime. The Supervisor shall use discretion when assigning overtime.

**Section 7.** An employee who fails to work for forty (40) hours in his/her normal workweek due to an absence for which the employee has no valid excuse, shall not receive time and one-half for Saturday work. In the event that an employee is absent without valid reason, the employee shall not receive premium pay as set forth in Section 2, but will only receive time and one-half after forty (40) hours actually worked in the workweek.

**Section 8.** There shall be no shift differential pay.

#### FULL-TIME AIDES

**Section 1.** Full-time aides are defined as aides who work 30 or more hours per week, work 180 days per year, receive health benefits and are not required to attend teacher conferences unless requested to do so.

**Section 2.** Full-time aides may work up to a maximum of seven (7) hours per day, inclusive of a thirty (30) minute duty free lunch period and one (15) minute duty free break.

**Section 3.** If required by the superintendent to attend conferences, aides will be compensated at their hourly rate, if the hours exceed their normal work hours for the day.

## PART-TIME AIDES

Part-time aides are defined as aides who work less than thirty (30) hours per week, without health benefits. If required by the superintendent to attend conferences, aides will be compensated at their hourly rate, if the hours exceed their normal work hours for the day. Part-time aides are not entitled to a paid lunch period but will be granted a fifteen (15) minute break.

### ALL AIDES: REDUCTION IN HOURS DUE TO HIRING

Every effort will be made not to reduce the hours worked by any aide due to the hiring of another aide.

### ALL AIDES: ALTERNATE DUTIES DUE TO STUDENT ABSENCE

If an aide's one-on-one assigned student is absent, the aide will be reassigned to other duties so no time is lost.

## ARTICLE IX: CALL-IN PAY

A custodian who is not scheduled to work and is called into work outside the employee's normal schedule shall work for a minimum of four (4) hours or be paid a minimum of four (4) hours of pay in lieu thereof at straight time rate. The above shall not apply to scheduled work that the custodian has been told about in advance.

## ARTICLE X: REDUCTION IN STAFF

Any reduction in staff shall be in accordance with inverse seniority, that is, the employee last hired shall be the first one laid off, provided that the retained employees have the skill and ability to perform the available work.

Any employee who believes that the employee's layoff was for discriminatory reasons may file a grievance under **ARTICLE VII: GRIEVANCE PROCEDURE**.

## ARTICLE XI: INSURANCE COVERAGE

- A. The Board of Education shall continue to provide insurance coverage including prescription coverage for all qualified bargaining unit members for the duration of this Agreement. The Board reserves the right to change insurance carriers in the future, provided that any change does not substantially affect a unit member's coverage and is discussed with the Association in advance. Subject to the requirements of the insurance carrier, every effort will be made to enroll members so that coverage begins on the first day of active employment. It is understood that insurance terms of coverage shall be provided under the New Jersey State Health Benefits Plan and coverage is subject to whatever limitations and/or restrictions are provided in the State Plan.

- B. The Board of Education agrees to provide fully paid insurance coverage including prescription coverage for employees only.
- C. PAYMENT FOR DEPENDENT COVERAGE – A member choosing dependent coverage will pay 2% of the difference between single and dependent coverage. The 2% difference shall be based on the cost to the Board of Education for health coverage, including prescription coverage. Payment will be distributed equally over the 20 pay periods. Dependent coverage will end at age 23 years.

### **ARTICLE XII: RECALL RIGHTS**

Any employee who is laid off or who is terminated because of a reduction in staff during the life of this Contract (2004-2007) shall have the first rights to any recall by seniority if qualified under current State and Federal law. Any person re-laid off or hereafter laid off shall have recall rights if qualified under current State and Federal law through the life of this Contract plus one year.

### **ARTICLE XIII: HOLIDAYS**

1. Custodians shall be entitled to celebrate, with pay, thirteen (13) paid holidays per school year. The following holidays shall be celebrated during 2004-2007, provided school is not in session:
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Good Friday
  - Memorial Day
  - July 4<sup>th</sup>
  - Labor Day
  - Thanksgiving Day
  - Thanksgiving Friday
  - President's Day
  - Veteran's Day
  - Floater Holiday
2. In order to qualify to receive paid holidays, an employee must work the regularly scheduled workday before the holiday, and the regularly scheduled workday after the holiday, unless the employee has been excused by their immediate supervisor, or unless the administration is satisfied that the absence was justified.
3. An employee, who works on a scheduled holiday as set forth in Section 1, above, shall receive straight time pay plus time and one-half for a total of two and one-half times the employee's regular rate of pay.

AIDES

Aides are not eligible to receive paid holidays.

**ARTICLE XIV: VACATIONS**

CUSTODIANS

**Section 1.** The Board shall grant to each custodian vacation pay in accordance with the following schedule:

6 months – 1 year:	1 week
After 1 full year:	2 weeks
After five full years:	3 weeks
After ten full years:	one additional day per year shall be granted up to a maximum of three days.

**Section 2.** Vacations shall be scheduled and taken during the months of July and August and shall only be scheduled with the approval of the employee’s Supervisor. Exceptions shall be at the discretion of the Supervisor and/or the Chief Administrator.

**Section 3.** Part-time custodians shall not be eligible to receive paid vacation.

AIDES

Aides are not eligible to receive paid vacation.

**ARTICLE XV: SICK LEAVE**

Full time custodians and aides shall be eligible to receive sick days with pay under the following conditions:

CUSTODIANS

1. Each custodian shall be eligible to be paid for up to eleven (11) sick days per year, to be paid when the employee is sick and unable to work.
2. Any of the unused days of the eleven sick days shall be cumulative and shall be used before termination or reimbursed to the employee at retirement, as defined by the PERS, as follows:  
A custodian who retires with 20 years of service in Ogdensburg shall be reimbursed for sick days accumulated up to a maximum of one hundred (100) days and accumulated in Ogdensburg School District. The entitlement to reimbursement shall be \$24.00 per day.
3. An employee who is absent due to an illness which causes the employee to be absent for an occurrence of three (3) days or more must receive a medical doctor’s excuse for such absence. In the case of an employee who experiences frequent or intermittent illnesses, the Superintendent may require the employee to submit a

letter from the employee's treating physician stating the nature of the illness and the anticipated duration of same and the employee's date of return to work.

4. The Superintendent has the discretion to refuse to pay sick pay to a custodian who is not sick and does not show up for work and who abuses the use of sick pay privileges.

### AIDES

1. Aides shall be granted up to eleven (11) days sick leave per year, with pay when the employee is sick and unable to work.
2. Any of the unused days of the eleven sick days shall be cumulative and shall be used before termination or reimbursed to the employee at retirement as defined by the PERS, as follows:  
An aide who retires with 20 years of service in Ogdensburg shall be reimbursed for sick days accumulated up to a maximum of one hundred (100) days and accumulated in Ogdensburg School District. The entitlement to reimbursement shall be \$24.00 per day.
3. Any aide who is absent for illness in excess of three (3) consecutive days or more must obtain a medical doctor's note before returning to work. In the case of frequent or intermittent illness, the Superintendent may require the employee to submit a letter from the treating physician stating the nature of the illness and the anticipated duration of same and the date the employee intends to return to work.
4. The Superintendent has the discretion to refuse to pay sick pay to an aide who is not sick and does not show up for work and who abuses sick pay privileges.

## ARTICLE XVI: PERSONAL LEAVE

### CUSTODIANS and AIDES

- A. Custodians and Aides will be granted, if needed, three (3) personal days per school year with pay, provided that the employee notifies their supervisor at least five (5) days in advance, except in the event of an emergency, stating the reason for such leave if requested to so. Personal leave days shall be limited to personal business, legal, household or family matters, and illness in the family. Personal leave days shall not be cumulative as personal days.
- B. Personal leave days may not be granted for days immediately preceding or following holidays or vacations or the first and last day of the school year, except if granted special approval from the Superintendent.
- C. A fourth personal day may be granted, in accordance with the first paragraph of this Article; if so, the total number of available sick days allotted for the school year will be reduced to ten (10). One of the eleven sick days may be used as a personal day at the discretion of the member. The aggregate number of sick days

and personal days shall remain the same, but the utilization of those days may change (11 & 3 or 10 & 4).

- D. PERSONAL DAY ROLLOVER – A maximum of one (1) unused personal day may be added to the number of accumulated sick days.

### **ARTICLE XVII: BEREAVEMENT LEAVE**

- A. All custodians and aides may be granted up to five (5) consecutive days off per occurrence with pay due to the death of the member's immediate family member which shall include the member's mother, father, brother, sister, spouse, children, stepchildren, or other close relative, providing that the relative resides in the member's home.
- B. All custodians and aides may be granted up to three (3) consecutive days off with pay due to the death of the member's grandparent or the following in-laws: mother, father, brother, sister, or grandparent. The Superintendent may require proof to support the member's claim.
- C. All custodians and aides may be granted one (1) day off with pay due to the death of the member's aunt, uncle, niece, nephew, or first cousin.

### **ARTICLE XVIII: UNIFORMS**

Custodians will be given an annual stipend of \$400.00 for the purpose of purchasing appropriate clothing for the position. Steel toed shoes are mandatory and must be worn daily or appropriate disciplinary action may be taken.

### **ARTICLE XIX: WAGES**

#### **CUSTODIANS**

The wages of all custodial personnel shall be increased as per the attached Schedule A for the years 2004 through 2007.

#### **AIDES**

The wages of all aides shall be increased as per the attached Schedule B for the years 2004 through 2007.

### **ARTICLE XX: DURATION CLAUSE**

This agreement shall be effective July 1, 2004 and shall continue in full force and effect until June 30, 2007, at which time this agreement shall expire unless extended by mutual agreement of the parties in writing and signed by both.

**ARTICLE XXI: COMPLIANCE WITH THE AMERICANS WITH  
DISABILITIES ACT**

1. The ADA prohibits discrimination against individuals with disabilities in employment.
2. A disabled individual who is able to perform all of the essential functions of the employee's job is considered a "qualified individual with a disability" under ADA law. A qualified individual with a disability is one who, with or without reasonable accommodations, can perform the essential functions of the job.
3. Where an individual's functional limitations impedes job performance, the employer will take steps to reasonably accommodate and help the employee overcome the particular impediment, unless doing so would impose an undue hardship.
4. The employer may require a physical examination (fitness for duty exam) when there is a need to determine whether an employee is able to perform the essential functions of the employee's job.
5. Essential functions mean the fundamental job duties of the position the individual with the disability holds.

**ARTICLE XXII: COMPLIANCE WITH NEW JERSEY FAMILY LEAVE ACT**

The Board of Education will comply with the statutory requirements of the New Jersey Family Leave Act as set forth in N.J.S.A. 34:11B-1 et seq., and the Family and Medical Leave Act as set forth in 29 U.S.C. 2601. In the event that any provision of this agreement shall conflict with the terms of either of the above statutes, then the statutory enactments shall supersede the contractual provision.

1. New Jersey Family Leave Act allows an employee to take up to twelve (12) weeks of leave within a twenty-four (24) month period for: (1) child care or (2) to care to a seriously ill child, spouse or parent.
2. The Federal Family and Medical Leave Act of 1993 allows an employee twelve (12) weeks of leave in a twelve (12) month period for an employee's own serious health condition.
3. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital or continuing treatment by a health provider. A serious health condition also includes any period of incapacity requiring absence from work for more than three (3) calendar days and that requires continuing treatment by a health care provider.
4. When the need for leave is foreseeable as for example, the birth or placement of a child, an employee must give the employer at least thirty (30) days notice before the date the leave is to begin.
5. If a leave is for a serious health condition of a family member or the employee, the employer may require a Certification to support the

- leave request. If this Certification is not provided, the leave may be denied until the Certification is obtained.
6. If the employee does not give the proper notice for a foreseeable leave, then commencement of leave may be delayed until the appropriate notice has been provided.
  7. When the leave is not foreseeable, the employee is expected, except in extraordinary circumstances, to provide notice within one or two working days of learning of the need for the leave.
  8. Accrued paid vacation time, personal leave time, paid family leave time or paid sick leave time may be substituted for all or part of the unpaid leave.
  9. An employer may request re-Certification of a condition at any reasonable interval, but not more often than every thirty (30) days.
  10. An employee returning from leave is entitled to be restored to the position held prior to the leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.
  11. An employer may require an employee who takes leave because of his or her own serious medical condition to furnish a statement of fitness to return to work.
  12. If the leave is covered by the Federal law, then health care benefits must be maintained. However, if the leave is not covered by Federal law, then health care benefits need not be provided.

### **ARTICLE XXIII: PROFESSIONAL DEVELOPMENT**

The Board shall reimburse an employee, at the Sussex County Community College rate, the cost of tuition and other reasonable expenses incurred in connection with accredited college courses taken, related to the employee's job responsibilities, being previously approved by the Superintendent, leading to an Associates or Bachelors degree. The Board agrees to reimburse the employee for the cost of up to three (3) credits per semester, for a maximum of six (6) credits per school year.

At the conclusion of the course(s), the employee must submit the following materials to the Superintendent for processing of tuition reimbursement:

- a. Paid bursar's receipt for tuition from the institution
- b. Official college transcript or official grade report indicating a grade of "B" or better.

### **ARTICLE XXIV: EMPLOYMENT PROCEDURE**

On or before July 1 of each year, the Board shall give to each non-tenured, non-renewed employee a written notice that such employment shall not be offered for the next succeeding year.

**ARTICLE XXV: BLACK SEAL LICENSE**

Any custodian in possession of a valid Black Seal License shall receive an annual \$350.00 stipend at the end of each year covered by this contract.

**ARTICLE XXVI: LONGEVITY**

Longevity will be paid to those employees who have completed their 10<sup>th</sup> year of service within the Ogdensburg Public School system in the following manner:

1. For years 11 - 15 of service - \$500 each year
2. For years 16 - 20 of service - \$750 each year
3. For 21 or more years add \$1,000 each year.

The longevity award will be added to the salary of each eligible member's annual salary and will be paid out in equal amounts over the course of the 20 regular pay periods for the school year.

**ARTICLE XXVII: PRAXIS TEST**

Employees who take and pass the Praxis examination shall be reimbursed for the actual cost of the examination.

**ARTICLE XXVIII SUBSTITUTE CERTIFICATE**

Any aide who is certified to substitute and is used in that capacity shall receive a \$400.00 stipend per year.

**EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the designated Board President on this 16<sup>th</sup> day of November, 2004.

**ATTEST:**

**THE BOARD OF EDUCATION  
OF THE BOROUGH OF  
OGDENSBURG**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**PRESIDENT**

**ATTEST:  
EDUCATIONAL SUPPORT STAFF  
ASSOCIATION OF OGDENSBURG**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**CHAIRPERSON OF THE  
NEGOTIATION COMMITTEE**

**DATED:** \_\_\_\_\_

**SCHEDULE B**

**HOURLY RATES**

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
FULL-TIME AIDES	\$14.78	\$15.45	\$16.15
PART-TIME AIDES	\$11.00	\$11.60	\$12.30