

4. 9419

02-19

CONTRACT

Between

Fort Lee Board of Education
BOARD OF EDUCATION OF THE BOROUGH OF

FORT LEE IN THE COUNTY OF BERGEN

AND

FORT LEE EDUCATION ASSOCIATION, formerly known as the
(Custodian)
FORT LEE CUSTODIAL AND MAINTENANCE ASSOCIATION, INC.,

as agent for and representative of all employees who comprise
the unit set forth in Article 1 of the within Agreement
covering the period July 1, 1988 through June 30, 1990.

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PREAMBLE

This Agreement is entered into the day
of , 1988, by and between the

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

hereinafter called the "Board", and the

FORT LEE EDUCATION ASSOCIATION

hereinafter called the "Association".

is understood and agreed that any probationary employee hired to fill a known vacancy upon completion of 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 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 90 consecutive days.

2.3 The Board reserves the right to present proposals of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association in writing no later than October 15th in the calendar year preceding the calendar year in which the Agreement expires.

ARTICLE 4

GENERAL PROVISIONS

4.1 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.

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

4.3 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.

4.4 The Association agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions."

person, his immediate superior, the Supervisor of Buildings and Grounds, or any person who might be required to take action, or against whom action might be taken in order to resolve the grievance.

5.1.6 The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Order of Appeal attached hereto and made part hereof as Exhibit B.

5.2 Purpose

5.2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise, affecting the employees.

5.2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined under the Order of Appeal, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association shall be given notice by the Board of any grievance informally raised pursuant to this paragraph, and any adjustment, if any, made by the Board in response to such informal grievance.

5.3 Procedure

5.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated

grievance. Within 7 days after the conference, the Secretary of the Board or his designee shall render a written decision.

5.3.6 Level IV If the aggrieved person is not satisfied with the disposition of his grievance at Level III, a grievance may be filed with the Board within 7 days after the decision is made at Level III. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within 20 days from the date of the close of the hearing. The decision of the Board shall be final, non-appealable, binding and conclusive on all parties.

5.4 Representation

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

ARTICLE 6

NO STRIKES

6.1 The Association agrees that during the term of this Agreement, neither it or its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, working 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:

- 6.1.1 Withdrawal of Association recognition;
- 6.2.2 Withdrawal of dues deduction privileges;
- 6.2.3 Such activity shall be deemed grounds for termination of the employment of such employee or employees.

ARTICLE 7

EMPLOYMENT WORK YEAR

7.1 Terms of Employment

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

7.2 Hours of Work

7.2.1 Full-Time Employees:

7.2.1.1 Day shift: 8 hours per day, 5 days
per week exclusive of 30
minute per day lunch
period

7.2.1.2 Night shift: 8 hours per day, 5 days
per week inclusive of a 30
minute per day supper
period

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

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 and subject to the following provisions:

7.3.3.1.1 Such employee eligible to split his vacation must notify the Supervisor of Buildings and Grounds, or in his absence, the Secretary of the Board of Education, in writing on or before March 1st of the school year advising that he so elects and further requesting permission to take his eligible vacation at designated periods.

7.3.3.1.2 It is strictly understood and agreed that the granting or withholding of such permission shall be the sole and exclusive responsibility of the Supervisor of Buildings and Grounds, or in his absence, the Secretary to the Board of Education, and his decision in connection with such requests shall be final and binding upon all concerned.

7.3.3.1.3 Should there be conflicting requests made by fellow employees, employees with the greater seniority shall receive the greater preferences.

7.3.3.1.4 The Supervisor of Buildings and Grounds, or in his absence, the Secretary of the Board of Education, shall advise the employees of his decision in connection with their vacation requests on or before April 1st of the school year.

7.5 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 Supervisor of Buildings and Grounds 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) men from each school building. Employees required to work on the day of the N.J.E.A. Convention SHALL NOT receive overtime pay.

8.4.2 Employees working the hours of 11:30 a.m. to 7:30 p.m. shall receive an annual bonus of \$300.00 per year over and above their salary for the current year.

8.4.3 Employees whose shift commences at midnight shall receive an annual bonus of \$360.00.

8.5 Overtime

8.5.1 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 40 hours of work time within any given calendar week, Sunday through Saturday.

8.5.2 Employees required and authorized to work on a contractual holiday, as defined in Article 7, paragraph 7.4, 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.

8.5.3 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 Supervisor of Building and Grounds, that the latter may then make mandatory assignments on a reverse seniority rotating basis among qualified members of the unit.

automatically granted, but are conditioned upon the recommendation of the Secretary of the Board of Education.

8.9.2 The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or just cause, the increment of any employee.

8.9.3 Increments may be withheld in accordance with the following:

8.9.3.1 The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause by the Supervisor of Buildings and Grounds or his designee.

8.9.3.2 The employee shall be given a reasonable amount of time to make up the deficiencies.

8.9.3.3 Whenever the Supervisor of Buildings and Grounds or his designee recommends to the Secretary of the Board that a salary increment be withheld, the Secretary of the Board shall notify the employee and provide him with a reasonable opportunity to speak in his own behalf.

8.9.3.4 If the Secretary of the Board concurs in the decision to recommend withholding the increment, he shall state his reasons for so doing and present same, together with his recommendations, to the Board.

8.9.3.5 The Board reserves the right to accept or reject any recommendations to withhold a salary increment.

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 from 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 90-day period shall be grounds for immediate dismissal without any hearing or charges whatsoever, and the decision of the Board shall not be a subject of or a cause for invoking the grievance procedure.

8.12 Any employee required to work on the day designated as Easter Sunday shall be paid at the rate of 1-1/2 times.

8.13 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 bonus.

8.14 Whenever a member of the bargaining unit covers a head custodian's position for a minimum period of one (1) continuous month, that employee shall be paid at the Head Custodian's salary rate for all continuous time he so serves thereafter.

DAYS ACCUMULATED

ADDITIONAL DAYS

1-30

Two days for each day listed in the column to the left.

31 or more

Two days for each day listed in the column to the left except that the maximum will be 65.

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

9.3.1 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.

9.3.2 These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be one-half (1/2) of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days totally of this payment within the terminal leave period shall be allowed.

ARTICLE 10

TEMPORARY LEAVE OF ABSENCE

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

10.1 Emergency Leave

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

10.1.1 Court Order (inclusive of a Selective Service Board Directive)

10.1.2 Death, critical illness or injury of a member of his immediate family (father, mother, brother, sister, husband, wife or child), or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

The employee may be required to submit to the Board of Education, through the Secretary to the Board of Education a statement of the necessity for his absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgement upon the

ARTICLE 11

EXTENDED LEAVE OF ABSENCE

11.1 The additional sick leave allowance as set forth in Article 9, paragraph 9.2, shall constitute an extended leave of absence.

11.2 The following maternity leave provisions shall also 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.

11.2.1 Maternity leave shall be granted subject to the following conditions:

11.2.1.1 An employee shall notify the Board Secretary of her pregnancy as soon as it is medically confirmed.

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

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

tenure, nor shall it count toward placement on the salary guide or for seniority.

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

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

11.2.6.2 Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:

11.2.6.2.1 The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

11.2.6.2.2 The Board's physician and the employee's physician agree that she cannot continue working, or

11.2.6.2.3 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.

ARTICLE 12

HEALTH INSURANCE

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

12.1.1 New Jersey Blue Cross hospitalization

12.1.2 New Jersey Blue Shield medical-surgical,
including Rider J

12.1.3 Major Medical insurance.

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

12.3 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.

ARTICLE 13

DEDUCTIONS FROM SALARY

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

13.2 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.

13.3 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 Secretary of the Board. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits, or other forms of liability

ARTICLE 14

BOARD RIGHTS AND RESPONSIBILITIES

14.1 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.

14.2 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 limitations imposed by the terms of this Agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of reduction of force or (d) to require any and all custodial and maintenance personnel to perform all maintenance and/or custodial duties, including but not limited to

ARTICLE 15

PROMOTIONS

15.1 Positions Included

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

15.2 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.

15.3 Application Procedure

Employees who desire to apply for such promotional positions shall submit their application in writing to the Secretary of the Board within the time limits specified in the notice and the Secretary of the board 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.

15.4 Criteria For Notice

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

ARTICLE 16

VOLUNTARY TRANSFERS AND REASSIGNMENTS

16.1 Notification of Vacancies

Date

No later than May 1st of each school year, the Secretary of the Board 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.

16.2 Filing Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Secretary of the Board. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers for the following year shall be submitted no later than April 1st and must be resubmitted annually by the employee desiring such change.

16.3 Posting

As soon as practicable, and no later than ten (10) days, the Secretary of the Board 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.

ARTICLE 17

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

17.1 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.

17.2 Notice

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

17.3 Meeting and Appeal

17.3.1 An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Supervisor of Buildings and Grounds or his designee, at which time the employee shall be notified of the reasons therefor.

17.3.2 In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Secretary of the Board shall meet with him. The

a committee of the Board.

17.4 Decision of the Board

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

17.5 No Stay of Transfer or Reassignment

The decision of the Supervisor of Buildings and Grounds 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 Supervisor of Buildings and Grounds or his designee.

17.6 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 19

TENURE

19.1 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.R.S. 18.A:17-3 and 18A:17-4, provided that the time in which such employee has been employed by the Board from July 1, 1974 shall be counted in determining said three (3) year period of employment. No employee shall obtain tenure prior to July 1, 1977.

to or inserted in the report.

20.6 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.

20.7 The evaluation report shall not be a subject of or a cause for invoking the grievance procedure.

ARTICLE 22

MISCELLANEOUS

22.1 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-day notice.

22.2 Copy of this Agreement shall be printed within sixty (60) days of its execution at the joint expense of the Board and the Association.

22.3 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:

22.3.1 If by Association to Board at:

School No. 1

Whiteman Street

Fort Lee, New Jersey 07024

theft and/or fire or other casualty affecting other property of the Board of Education together with the said Foul Weather Gear it being understood that if only Foul Weather Gear is 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.

22.6 Each member of the bargaining unit actually employed on June 30th of each school year shall be entitled to receive the sum of \$50.00 or a pro rated amount thereof depending upon the number of months of actual employment during the contract year ending on said June 30th, as and for a uniform maintenance allowance, to be increased by the sum of \$50.00 in the 1989-1990 school year.

22.7 Agency Shop Representation Fee

22.7.1 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 in this Agreement.

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 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.

22.7.5 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 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.

22.7.6 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.

ARTICLE 24

FULLY BARGAINED PROVISIONS

24.1 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.

SALARY GUIDES

- CracB

<u>POSITION</u>	<u>CATEGORY</u>	<u>1988-1989 HOURLY RATE</u>	<u>1989-1990 HOURLY RATE</u>
H.S. HEAD CUSTODIAN		\$13.48	\$14.73
NON H.S. HEAD CUST.	2*	11.37	12.42
	3*	12.38	11.33
CUSTODIAN	2*	9.75	10.65
	3*	10.78	11.78
CUST. HELPER		9.08	9.92
GROUNDSMAN		10.77	11.77
MAINTENANCE CHIEF		17.43	19.04
MAINTENANCEMAN		13.49	14.74

*FOR PURPOSES OF GUIDE PLACEMENT ALL PERSONS SHALL REMAIN IN THE SAME CATEGORY AS THEY WERE IN FOR THE 1987-1988 CONTRACT YEAR.

A STIPEND OF \$3,277.50 in 1988-89 and \$3,580.67 in 1988-90 WILL BE PAID TO THE PERSON DESIGNATED BY THE BOARD OF EDUCATION TO CARRY OUT THE DUTIES OF SUPPLY CLERK. THIS STIPEND WILL BE PAYABLE TO THE DESIGNEE SEPARATELY FROM AND OVER AND ABOVE THE COMPENSATION OTHERWISE PAYABLE TO SAID DESIGNEE.

1988 - 89 Building & Grounds & Grounds Salary Guide

Job Title	88-Base	88-Incr	89-Base
HS Head Custodian	28610	2500	31110
MS Head Custodian	26128	2350	28478
ES/MS Head Custodian	23863	2250	26113
Custodian	21016	2033	23049
Custodial Helper	19636	1942	21578
Groundsmen	22373	2033	24406
Maintenancemen	27827	2500	30327
Maintenance Chief	36379	2800	39179

SCHEDULE A

(custcon-bofed)