

AGREEMENT
BETWEEN THE
NORTH BERGEN BOARD OF EDUCATION
AND THE
NORTH BERGEN EDUCATION ASSOCIATION
EOR
CUSTODIAL AND MAINTENANCE EMPLOYEES, MATRONS AND BUS DRIVERS

JULY 1, 1994 THROUGH JUNE 30, 1997

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PREAMBLE

This agreement entered into this 1st day of July, 1994 between the NORTH BERGEN BOARD OF EDUCATION, hereinafter referred to as the "BOARD", and the NORTH BERGEN EDUCATION ASSOCIATION, affiliated with the NEW JERSEY EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION" represents the complete and final understanding on all bargainable issues which were or could have been the subject of negotiations between the parties.

WITNESSETH

WHEREAS, the Association has been certified as the majority representative for all custodial and maintenance employees, matrons and bus drivers; and

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole exclusive bargaining agent for all custodial and maintenance employees, matrons and bus drivers of the Board.

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

ARTICLE I

RECOGNITION

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

Head Custodian	Matrons
Custodians	Bus Drivers
Boilermen	Maintenance
Painters	Security Officer

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

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

ARTICLE II

NEGOTIATIONS PROCEDURE

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

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

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

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

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

Section 6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

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

STEP ONE:

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

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

STEP TWO:

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

STEP THREE

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

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

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

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

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

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

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

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

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

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

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

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

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

shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

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

Section 6 In the event there is no Association Representative in any work location, an authorized representative from another work location may be designated authorized representative of the Association by a letter of authorization signed by the President of the Association to carry out all duties and responsibilities of the Association Representative as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.

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

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

Section 9 The President and Vice President shall be allowed one (1) day off for attendance at the NJEA Convention.

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

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

Section 12 As of September 1994, the Association shall receive a copy of a job description for each category of employee covered herein and shall be notified by the Board of any change to said job description.

ARTICLE V

SALARY AND HOURS OF WORK

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

Section 2 The regular work week shall be Monday to Friday inclusive, and the hours of work shall consist of eight (8) hours per day.

Section 3 Overtime at the rate of time and one-half (1-1/2) the regular hourly rate of pay shall be paid for all time worked in excess of the eight (8) hour day as defined in this article except double time for asbestos removal work, if employee has asbestos certificate.

Section 4 Employees will be paid time and one-half (1-1/2) for all work performed either before or after their starting time or for any work performed on Saturday.

Section 5 Employees will be paid double (2) their regular hourly rate of pay for time worked on Sunday.

Section 6 There shall be three (3) working shifts, as follows:

A.	First Shift	7:00 A. M.	to	3:30 P. M.
B.	Second Shift	3:00 P. M.	to	11:30 P. M.
	Second Shift (High School Only)	3:30 P. M.	to	12 MIDNIGHT
C.	Third Shift	11:00 P. M.	to	7:00 A. M.
D.	Maintenance Men	7:00 A. M.	to	2:30 P. M.
E.	Custodian assigned as Boilerperson (Nov. 1 to Mar. 31)	6:00 A. M.	to	2:30 P. M.
	(Apr. 1 to Oct. 31)	7:00 A.M.	to	3:00 P. M.
F.	Matrons Elementary	5 - 1/2 hours plus one-half hour lunch		
	Matrons High School	5 hours plus one-half hour lunch		

Section 7 A one-half (1/2) hour lunch period shall be taken by employees on their own time during a reasonable period of their shift but not between 12:00 p. m. and 1:30 p. m. except at the discretion of the principal.

Section 8 Time and one-half (1 - 1/2), in addition to holiday pay, will be paid for all employees who will be required to work on any paid holiday set forth herein.

Section 9 Custodians working the second shift shall be paid an additional \$60.00 per month; painters and maintenance men working the second shift shall be paid an additional \$80.00 per month. Any maintenance person employed after September 1, 1983, may be assigned to the second shift.

Section 10 The hourly rate of pay to be used as a base in computing overtime of each employee shall be determined by dividing each employee's weekly salary by the number of hours in the regular work week during which such overtime occurs.

Section 11 When a legal holiday occurs on any regular work day, such holiday shall be counted as a day worked for the purpose of determining overtime for the week in which said holiday occurred.

Section 12 It is agreed there shall be no pyramiding of overtime or premium rates; that is, an overtime or pyramid rate need not be required to be paid on any other overtime or premium rate.

Section 13 Employees called in to perform work in an emergency shall receive a minimum of two (2) hours pay for such work. Work contiguous with scheduled work day shall not be eligible for recall payments, only the overtime rate.

Section 14 All part-time personnel shall have their salary pro-rated.

Section 15 If custodians are asked to perform duties of matron due to an emergency not to exceed five (5) consecutive days no additional compensation shall be given if such work occurs during their regular work day.

Section 16 The Board may hire temporary employees for up to thirty (30) days at a rate not to exceed base salary of a previously negotiated position.

Section 17 Matrons work year shall be from one (1) day prior to school starting and until the Assistant Superintendent of Business deems the schools are clean after school ends for the students. This may not go beyond June 30th. The Assistant Superintendent of Business shall not be arbitrary and capricious in such determination.

Section 18 A The Board shall provide a clothing allowance effective July 1, 1994, of \$350.00 per employee, and effective July 1, 1995 of \$400.00 per employee. Said payment shall be made in a separate check no later than November 30 of any year.

B. On September 1st of each year, each employee shall receive a new uniform set (2 t-shirts, 1 pair of pants, and 1 long sleeve workshirt). Anyone needing a replacement for any part of a uniform set shall submit a Uniform

Replacement Form to his/her supervisor with a copy to the Board Secretary. A replacement will be forthcoming within 30 days of submission of the form or the employee shall be paid \$50.00 to replace his/her uniform. The Board has a right to evaluate the request and if it deems a replacement unnecessary it shall notify the employee in writing, within 29 days of receiving such a request, that his/her request is denied.

Section 19 The Board shall provide cold weather/inclement weather clothing and equipment.

Section 20 All overtime pay shall be paid in a separate check or in the regular paycheck with the number of hours indicated on the check.

Section 21 Overtime shall be assigned on an equitable basis. Any inequitable assignment, based upon the determination of the Association, shall be subject to the grievance procedure.

Section 22 Custodians assigned as boiler men to a building shall be assigned for a minimum of one year and shall be responsible for the weekend and holiday check of that building's boiler.

Section 23 Any Unit member smoking in the school buildings will be subject to a \$100.00 fine by the Board.

Section 24 If a pay day falls on a Holiday or other day off the employee shall receive his/her check on the last day of work prior to the Holiday or day off.

Section 25 Employees shall receive their checks prior to the Christmas Holidays.

ARTICLE VI

EMPLOYEE RIGHTS

Section 1 It is agreed that the parties hereto will not discriminate against any employee because of race, color, creed, religion, nationality or sex, and further, that no employee shall be discriminated against or interfered with because of Association activities.

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

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

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

ARTICLE VII

TRANSFER AND REASSIGNMENT

Section 1 The Assistant Superintendent of Business is appointed by the Board to oversee, supervise and assign tasks to the employees. The Assistant Superintendent of Business shall report periodically, in writing, to the Board concerning the efficiency and effectiveness of the employees. The Superintendent, with the Board's approval, may transfer, for good cause, any employee to another station, task or building within the job classification. Said transfers or reassignments shall be made only after a meeting with the employee involved, and at his/her option a representative (s) of the Association and the Assistant Superintendent, at which time the employee shall be given the reasons for the transfer or reassignment.

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

ARTICLE VIII

JOB POSTING

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

ARTICLE IX

SICK LEAVE & LEAVES OF ABSENCE AND TERMINAL LEAVE COMPENSATION

Section 1 Twelve (12) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. The Board, except as otherwise provided in this article, shall not be required to pay for unused sick leave upon termination of employment.

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

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

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

Section 5 A. Unit members attaining the age of sixty-three (63) years and having at least fifteen (15) years of continuous service or unit members attaining the age of sixty-five (65) and having at least eight (8) years of continuous service in the North Bergen School System immediately prior to termination of employment shall, upon termination of employment, after notice as otherwise provided in this Agreement for whatever reason, receive terminal leave pay as follows:

One-half day's pay for each accumulated unused sick day. A day's pay is defined at 1/300th of the member's final annual job classification salary.

B. The estate of a unit member who dies during the duration of this contract and who was otherwise qualified to receive terminal leave pay shall receive such pay for accumulated sick days, computed on the same basis as outlined above.

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

Section 6 Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medical documented contagious disease in the employee's immediate household.

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

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

1st month	75% of the regular monthly salary;
2nd month	50% of the regular monthly salary; and
3rd month and beyond	25% of the regular monthly salary

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

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

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

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

Section 13 Employees shall be notified at least once annually of unused days that they have accumulated.

Section 14 Employees hired after the commencement of the work year shall receive sick leave on a pro rata basis.

Section 15

A. Any employee who is not absent, excluding jury duty as specified in section C below, shall receive a \$300.00 perfect attendance bonus to be paid within 30 days of the end of the school year in which it is earned.

B. Any employee who is absent twenty (20) sporadic days beyond their total of accumulated sick leave days during a school year may be fined up to \$100.00 by the Board. Any illness of five (5) consecutive days or more shall not be counted as sporadic.

C. For the purpose of Section B above, the following shall not be counted:

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

ARTICLE X

TEMPORARY LEAVE

Section 1

Bereavement pay shall be as follows:

A. Death in the immediate family provided such absence does not exceed five (5) school days from the day of death or day of funeral. Immediate family is defined as parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, or any relative who makes his/her home with the employee and is considered a permanent member of the household.

B. Funeral of a relative other than defined above or a close friend, provided such absence does not exceed one (1) day.

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

Section 2

Each employee after one year of service shall be entitled to four (4) Personal Days each year. One week's notice shall be given by the employee of his/her intention to take a Personal Day. Such Personal Days shall not be taken before or after a holiday unless specifically approved by the Assistant Superintendent of Schools.

ARTICLE XI

EXTENDED SICK LEAVE

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

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

ARTICLE XII

INSURANCE PROTECTION

Section 1 The Board agrees to continue the present welfare benefits including Blue Cross/Blue Shield, Rider J and Major Medical for the employee and his/her dependents.

Section 2 The Board agrees to provide dental and prescription coverage for each employee and , where applicable, dependent (s) coverage.

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

ARTICLE XIII

VACATIONS

Section 1

A. Employees with five (5) years or more of service shall receive a paid four (4) week vacation during each year.

B. Employees who have more than a one (1) year's service shall receive a paid three (3) week vacation during each year.

C. Employees with less than one (1) year's service shall receive (1) day paid vacation for each month of service.

Section 2

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

Section 3

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

Section 4

Vacations may be taken at any time during the year except the last two weeks of August.

Section 5

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

Section 6 Employees shall give notice of vacation to his/her supervisor and send a copy to the Board Office to the attention of the Board Secretary and the payroll clerk. For an employee to receive a check before leaving for vacation the employee must request his/her vacation on or before May 1st. The vacation schedule is subject to the approval of the Board Secretary who shall notify the employees of the vacation schedule no later than May 15. The Board will develop a process for vacation notification. In the event that an employee desires a change in his/her vacation he/she must notify the Board of the change. Such a change will be by approval of the Board Secretary. No reasonable request may be denied.

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

ARTICLE XIV

HOLIDAYS

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

New Year's Day	General Election Day
Martin Luther King's Birthday	Veterans' Day
Lincoln's Birthday	N.J.E.A. Convention (1 day)
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Columbus Day	

Section 2 If a legal holiday shall fall on a Saturday, the Board agrees to grant the employee a day off with pay within thirty (30) days of date of the holiday, or an extra day's straight time pay at the employee's option.

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

Section 4 An employee may be required to submit a Certificate of Attendance for the N. J. E. A. Convention.

ARTICLE XV.

SENIORITY AND JOB SECURITY

Section 1 Newly engaged employees shall be deemed to be on trial or probation for a period of eighteen (18) months from the date of employment.

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

Section 3 The Board shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the eighteen month (18) probationary period.

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

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

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

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

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

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

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

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

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

ARTICLE XVI

DEDUCTIONS FROM SALARY

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

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

B. It is agreed that at time of hire, newly hired employees who fall within the bargaining unit will be informed that they have the chance to join the Association thirty (30) days thereafter or pay to the Local Association a representation fee.

Section 2 **CHECK-OFF OF ASSOCIATION FEES**

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

each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

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

Section 3 **REPRESENTATION FEE**

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

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

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

automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. 1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the employer a list of those employees who have not become members of the Association for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

A. Ten (10) days after receipt of the aforesaid list by the employer; or

B. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a representative fee terminates his/her employment with the employer before the Association has received the full amount of the representation fee to which it is entitled under this article, the

employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association will notify the employer, in writing, of any changes in the list provided for in Paragraph 1 above and/ or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice:

6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the employer will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day trial period. This list will include names, job titles and dates of employment for all such employees. The employee further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

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

Section 4 The Association shall indemnify, defend and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards as furnished by the Association to the Board, or reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such change deduction.

ARTICLE XVII

NO STRIKE CLAUSE

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

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

ARTICLE XVIII

LONGEVITY

Y E A R S	LONGEVITY (ALL UNITS)
10-14	\$ 1 . 0 0 0
15-19	\$ 2 . 0 0 0
2 0 +	\$ 3 . 9 0 0

ARTICLE XIX

LICENSES

Section 1 Each employee holding a boiler license shall receive \$200.00 the first year that he/she holds said license, \$300.00 the second year, and \$400.00 the third and each succeeding year. The individuals who are assigned as boiler person in each school shall receive \$400.00 additional. Any boiler person, not regularly assigned, but who is assigned to cover the boilers for a period of time that exceeds 2/5 of the heating season (40 days) shall also receive \$400.00 additional. Heating season (October 15 - April 15). The Board shall pay for the cost of schooling, tests and for the cost of the Black Seal License.

Section 2 Plumber license \$2,500.00 stipend.

Section 3 Electrician license \$2,500.00 stipend.

Section 4 Any employee holding a state certification for work with asbestos shall be paid at a rate of two (2) times their regular hourly rate of pay for anytime spent on any asbestos related work.

ARTICLE XX

MISCELLANEOUS

Section 1 No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

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

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

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

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

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

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

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

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

Section 10 Language for Security Officer job description shall be developed as per resolution to Association grievance.

Section 11 If an employee exceeds his/her contractual or banked sick, personal or vacation days or any extended sick leave granted by the Board then said employee shall be docked one (1) day's pay for each additional day out.

The Board shall dock said employee within a sixty (60) day period from the event or it shall forfeit its right to dock said employee for that day and the employee shall receive full pay. If an employee is docked, the employee shall request, in writing, the dates of the days taken.

Section 12

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

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

ARTICLE XXI

WORK INCURRED INJURY

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

ARTICLE XXII

SEPARABILITY & SAVINGS

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

ARTICLE XXIII

BOARD RIGHTS AND RESPONSIBILITIES

- A.** The Board hereby retains and reserves unto itself, without limitation, all powers, rights, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey. .
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practice in furtherance thereof, and the use of judgment and discretion therewith shall be limited only by the specific and express terms of this Agreement.
- C.** Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R. S. 18:A, School Laws of New Jersey, or any other national, state or local laws or regulations as they pertain to education.

ARTICLE XXIV

DURATION

This Agreement shall become effective July 1, 1994 and shall continue in full force and effect for a period of three (3) years to June 30, 1997.

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

NORTH BERGEN BOARD OF EDUCATION

By: Mary R. Calabrese
President Board of Education

Alan J. Kelly
Secretary Board of Education

Dated: 12-8-94

NORTH BERGEN EDUCATION ASSOCIATION

By: John J. Zander

Dated: 12-8-94

ARTICLE XXV

APPENDIX

SALARY GUIDES JULY 1, 1994 - JUNE 30, 1997

	CUSTODIANS			MAINTENANCE		
	1994-95	1995-96	1996-97	1994-95	1995-96	1996-97
1	\$20,500	\$21,200	\$22,000	\$21,700	\$22,500	\$23,700
2	\$20,600	\$21,300	\$22,200	\$22,000	\$22,700	\$23,800
3	\$21,200	\$21,400	\$22,300	\$22,300	\$23,000	\$23,900
4	\$22,125	\$22,200	\$22,400	\$22,700	\$23,300	\$24,100
5	\$23,400	\$23,425	\$23,600	\$24,425	\$24,500	\$25,200
6	\$24,925	\$25,000	\$25,125	\$26,400	\$26,500	\$28,900
7	\$26,750	\$26,800	\$26,925	\$29,300	\$28,600	\$28,700
8	\$27,625	\$27,900	\$28,025		\$30,175	\$29,900
9		\$28,450	\$28,600			\$31,500
10		\$29,925				

	MATRONS ELEMENTARY SCHOOL			MATRONS HIGH SCHOOL		
	1994-95	1995-96	1996-97	1994-95	1995-96	1996-97
1	\$10,000	\$10,400	\$10,900	\$ 9,300	\$ 9,700	\$10,100
2	\$10,050	\$10,500	\$11,000	\$ 9,400	\$ 9,800	\$10,200
3	\$10,075	\$10,600	\$11,100	\$ 9,500	\$ 9,900	\$10,300
4	\$10,700	\$10,700	\$11,200	\$ 9,630	\$10,000	\$10,400
5	\$11,200	\$11,200	\$11,300	\$10,075	\$10,100	\$10,500
6		\$11,650	\$11,650		\$10,525	\$10,600
7			\$12,200			\$11,050

