

**CONTRACT BETWEEN**

**NORTH BERGEN**

**BOARD OF EDUCATION**

**AND**

**NORTH BERGEN**

**CUSTODIAN AND MAINTENANCE**

**SUPERVISORS ASSOCIATION**

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**JULY 1, 1994 to JUNE 30, 1997**

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## **PREAMBLE**

THIS AGREEMENT made and entered into as of the 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."

## **WITNESSETH**

WHEREAS, the Association has been certified as the majority representative for all custodial and maintenance supervisory personnel and

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole exclusive bargaining agent for all custodial and maintenance supervisory personnel of the Board.

NOW, THEREFORE, it is mutually agreed between the parties hereto, 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:

Supervisor of Maintenance  
Supervisor of Custodians  
Supervisor of High School night custodians

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

## **ARTICLE II**

### **NEGOTIATIONS PROCEDURE**

**Section 1.** The parties agree to enter into collective negotiations over a successor Agreement in accordance with N. J. S. A. 34:13A-1 et. seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no 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 negotiation 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 procedures.

**Section 5.** The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in ARTICLE 1 of this agreement with any organization other than the Association for the duration of this Agreement.

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

## **ARTICLE III**

### **GRIEVANCE PROCEDURES**

**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 subject of a conference between the Association and the Board at its next regular meeting.

#### **STEP THREE**

**Section 1.** In the event the grievance is not satisfactorily settled by the discussions in Step Two, 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.

**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 the Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

**Section 5.** In the event an award is made for back pay, it is agreed that any employee 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.

#### **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 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 meeting and shall forward a request form to 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, calculation 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 cost 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 Representative 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 leave 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 position in the bargaining unit, the employee shall resume his employment with full seniority accumulated by

him up to the time he left to commence such leave of absence and he shall return with all rights, privileges and duties appertaining to his position.

**Section 9.** The President and Vice President shall be allowed one (1) day off for attendance at the N. J. E. A Convention.

**Section 10** 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 11** 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 Schedule A.

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

- |           |                                    |            |    |                |
|-----------|------------------------------------|------------|----|----------------|
| <b>A.</b> | First Shift                        | 7:00 A.M.  | to | 3:30 P.M.      |
| <b>B.</b> | Second Shift                       | 3:00 P.M.  | to | 11:30 P.M.     |
|           | Second Shift<br>(High School only) | 3:30 P.M.  | to | 12:00 MIDNIGHT |
| <b>C.</b> | Third Shift                        | 11:00 P.M. | to | 7:00 A.M.      |

**Section 4.** A one-half (1/2) hour lunch period shall be taken by employees on their own time during a reasonable period of their shift.

**Section 5.** The Board may hire temporary employees for up to thirty (30) days at a salary to be negotiated with the Association.

**Section 6.** In the event it becomes necessary for an individual to put in additional hours beyond what is necessary for normal supervisory duties then those additional hours must have prior approval of the Board Secretary and the individual shall be additionally compensated

at a rate of 1 1/2 times his salary.

**Section 7.** Each individual covered by this contract shall receive a clothing allowance as of 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.

**Section 8** 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 9** Employees shall receive their checks prior to the Christmas Holidays.

**Section 10** As of July 1, 1994, there shall be a longevity schedule as follows:

10 years - \$500.00  
15 years - \$2,000.00  
20 years - \$3900.00

As of July 1, 1994, there shall be a Supervisory longevity as follows:

After three (3) years as supervisor - \$500.00

**Section 11** Any supervisor, normally responsible for responding to emergency calls (i.e. fire, floods, alarms, broken windows, etc.), shall receive a \$1200.00 yearly stipend for those responsibilities.

## **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, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the trial

period or any extension thereof. 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 any employee serves on Jury Duty, he 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 appropriate supervisor or 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 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 shall be given prior written notice and shall be entitled to have a representative(s) of the Association present.

## **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.

## **ARTICLE VIII**

### **JOB POSTING**

**Section 1.** All new jobs and vacancies within the custodian and maintenance supervisors group shall be posted throughout the North Bergen School System for a period of five (5) days and seniority shall prevail in the filling of such vacancies.

**Section 2.** Copies of all postings shall be sent to the Association President prior to the public posting.

## **ARTICLE IX**

### **SICK LEAVE & LEAVE 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 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 days each employee has accumulated in sick time, in writing.

**Section 5.** (a) Unit members attaining the age of <sup>cut</sup> sixty-three (63) years and having 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 medically 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.** On a case by case basis, in the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and the Board less the cost of a replacement. Any decision by the Board shall not constitute precedent in any future actions under the Paragraph.

**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.**

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

B. For the purpose of section A above, the following shall not be counted:

Jury duty provided that the employee did not volunteer

**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 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.

**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 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 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 former position or to a position of equal status, at the salary rate previously received by him at the time of his 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 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 regular wages each week for a period of up to (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 one (1) year's service shall receive a paid three (3) weeks vacation during each year.
- (c) Employees with less than one (1) year's service shall receive one (1) day's 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.

**Section 3.** All vacations shall be by bid and the vacation shall be granted by seniority. At no time may all supervisors be on vacation at the same 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 a later week; e.g., if a holiday falls on a Monday during the employee's vacation period, the employee shall receive a Monday off in a later week.

**Section 6.** All employees shall receive vacation pay prior to leaving for their vacation provided that they request their vacation prior to May 1st.

#### **Section 7.**

- (a) If an individual, covered by this contract is unable to take any of his/her regularly scheduled vacation days, those unused days shall become cumulative in a vacation day bank.
- (b) Once that individual has accumulated twenty (20) days, then he/she shall receive full pay for any days previously banked while continuing to accrue additional regularly scheduled vacation days not used. The bank shall not exceed twenty days. The longest held days shall be paid out first with the most recent accumulated days being put into the bank.

- (c) The rate of pay shall be based upon the salary the individual was earning in the year he/she accumulated the days. For the purpose of this article a year shall be 240 days. The Board shall make records of the vacation bank available to the employee at his/her request.
- (d) Upon separation from the District, for any reason, the employee or his estate shall be paid for all accumulated vacation days according to the procedure outlined above.

## **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  
Lincoln's Birthday  
Good Friday  
Independence Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve Day  
New Year's Eve Day

Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Labor Day  
General Election day  
N. J. E. A Convention (1 day)  
Friday after Thanksgiving Day  
Christmas 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, the 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 ninety (90) days from the date of employment.

**Section 2.** During the aforementioned trial period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such trial period shall not have recourse to the grievance procedure as set forth in this agreement.

**Section 3.** 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 was promoted, the employee shall resume his 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 4.** The Board shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

**Section 5.** Trial periods may be extended by mutual consent of the Board and the Association for an additional ninety (90) days.

**Section 6.** The Board shall establish and maintain a seniority list of employees' names and date of employment from the date of last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter lengths of continuous service shall follow the name of 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 the last hiring with the Board.

**Section 7.** 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 name shall be added to the seniority list and he shall be credited with seniority from the date of his last hire.

**Section 8.** 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 9.** It is agreed that this provision relating to layoffs shall be carried out consistent with the principle that employees who are retained in employment or rehired shall have the ability to satisfactorily perform the duties and responsibilities of the job.

**Section 10.** In case of emergency and all overtime, the Association President shall be notified of all activity.

**Section 11.** For all new employees within the bargaining unit hired by the board, the Board shall notify the Association President within ten (10) days of employment.

**Section 12.** Employees intending to leave the employ of the board shall give two (2) weeks notice to the Board. an employee failing to give such notice to the Board shall thereby forfeit accrued benefits.

**Section 13.** Supervisory employees laid off shall have bumping rights back into the unit they came from.

## **ARTICLE XVI**

### **DEDUCTIONS FROM SALARY**

**Section 1.** The employer agrees it will give effect to the following from 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 with in 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. 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 initiation 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 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 the 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;

b. Thirty (30) days after the employee begins his or her employment a bargaining unit position, unless the employee previously served in a 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. If an employee who is required to pay a representation fee terminates his or 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 period. This

list will include names, job titles, and dates of employment for all such employees. The employer 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 the membership is not so available, the employer shall immediately cease making said deductions.

**Section 4.** The Association shall indemnify, defend and save the Board harm less 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 of 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 agreed that the Association and employees shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, for any cause whatsoever, during the terms of this Agreement; nor shall the Association or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations.

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

## **ARTICLE XVIII**

### **WORK-INCURRED INJURY**

Employees who are injured, while working, whether slightly or severely, must make an immediate report within twenty-four (24) hours to the Assistant Superintendent or other Board official.

## **ARTICLE XIX**

### **SEPARABILITY AND 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 XX**

### **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 XXI**

### **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 1 of this Agreement, shall not be permitted to perform the work of employees in the aforesaid bargaining unit.

**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 on year.

**Section 5.** Waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

**ARTICLE XXII**

**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 hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

NORTH BERGEN BOARD OF EDUCATION

NORTH BERGEN CUSTODIAN  
AND MAINTENANCE  
SUPERVISORS ASSOCIATION

By: Mary R. Calabrese  
President

By: John Laugher  
President 1/6/95

**SCHEDULE A**  
**SALARIES**

	<b><u>94-95</u></b>	<b><u>95-96</u></b>	<b><u>96-97</u></b>
Supervisor of Maintenance	\$42,315	\$44,430	\$46,652
Supervisor of Custodians	\$42,315	\$44,430	\$46,652
Supervisor of H. S. Night Custodians	\$34,650	\$36,383	\$38,201