

AGREEMENT

between

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

and

FORT LEE EDUCATION ASSOCIATION,

**as agent for and representative
of all administrative assistant/secretarial, clerk-typist
and bookkeeper employees who comprise
the unit set forth in Article I
of the within Agreement
covering the period**

JULY 1, 2022 TO JUNE 30, 2025

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PREAMBLE

This Agreement is entered into the day of May 5, 2022, by and between the **BOARD OF EDUCATION OF FORT LEE** in the County of Bergen, hereinafter called the "Board," and the **FORT LEE EDUCATION ASSOCIATION**, hereinafter called the "Association" as agent for and representative of all administrative assistant, clerk-typist and bookkeeper employees who comprise the unit as defined and set forth in Article 1, "Recognition" of this Agreement.

ARTICLE I.
RECOGNITION

1. The Board hereby recognizes the Fort Lee Education Association during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time and part-time:
 - a. Administrative Assistants (also known as Secretaries)
 - b. Clerk-typists
 - c. Bookkeepers
 - d. Part-Time Clerk Typists

2. The following positions are hereby specifically excluded from the negotiation's unit:
 - a. Substitutes, including long term substitutes
 - b. Two (2) Secretaries to the Superintendent of Schools
 - c. Senior Secretary to the Business Administrator/Board Secretary
 - d. Senior Secretary to the Supervisor of Buildings and Grounds
 - e. Secretary to the Assistant Superintendent of Schools

ARTICLE II.

NEGOTIATION OF SUCCESSOR AGREEMENT

1. a. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. An Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board and approved by appropriate Resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.
- b. The Board and the Association shall exchange their contract proposals by January 15th of the school year in which this Agreement expires. The proposals shall be exchanged through the Superintendent of Schools.
- c. Additional proposals, if any, by the Board and the Association shall be submitted no later than ten (10) school days following the submission of proposals pursuant to the provisions of 1.B.
- d. During the school week following the thirtieth (30th) school day subsequent to the receipt of the proposals submitted pursuant to the provisions of 1.B or 1.C set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.

ARTICLE III.
GRIEVANCE PROCEDURE

1. Definitions.

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

2. Purpose.

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may arise from time to time, affecting employees of the Board.
- b. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, as outlined under the Code of Appeal attached hereto, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given notice of such adjustment.

3. Procedure.

- a. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If any deadline established by this Article falls on a day when the Board office is closed, said deadline shall be extended to the first day thereafter when the Board office is open.
- b. An aggrieved employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the grievance. Failure to file a written grievance within said 20-day period shall be deemed to constitute an abandonment of the grievance.

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

him/herself or at his/her option by a representative of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board shall have the right to designate a representative to participate at any stage of the grievance procedure. Such procedure concerning representation shall not apply at Level I.

5. **Group Grievance.** If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent of Schools or his designee directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance at all levels of the grievance procedure.
6. **Miscellaneous.**
 - a. All decisions rendered to the aggrieved person at Levels II and III shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
 - b. Any grievance filed by the aggrieved person at Levels II and III shall be in writing, specifying: (1) The nature of the grievance; (2) the results of the previous discussion; (3) the basis of his/her dissatisfaction with the determination. Copies of the written grievance shall be furnished by the aggrieved person to the immediate superior of the aggrieved employee and to the Superintendent of Schools or his/her designee.
 - c. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as heretofore referred to in this Article.

ARTICLE IV.

NO STRIKE PLEDGE

1. The Association agrees that during the term of this Agreement neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board. The Association agrees that such action would constitute a material breach of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. In the event of any such activity by the Association or any of its officers or members, the Board shall be entitled to invoke any of the following alternatives:
 - a. Withdrawal of Association recognition
 - b. Withdrawal of dues deduction privileges
 - c. Such activity shall be deemed grounds for termination of the employment of such employee or employees.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunctions or damages or both in the event of such breach by the Association or its members.

ARTICLE V.

SALARIES

1. **Guides.** Salaries for the various job categories shall be set and paid in accordance with the attached salary guides for 2022-2023, 2023-2024, AND 2024-2025 attached hereto and made part hereof as Schedule A-1, A-2, and A-3.
2. **Method of Payment.**
 - a. Twelve (12) month and ten (10) month employees shall be paid on the 15th and 30th of every month.
 - b. When a payday falls on or during a school holiday, or vacation, employees shall receive their pay checks on the last working day.
 - c. Employees are eligible for direct deposit of their pay for the full twelve months each year. If an employee elects to do so, she/he cannot receive advance vacation pay.
3. **Withholding of Increments.**
 - a. The salary increments specified in the salary guides are not automatically granted but are conditioned upon the recommendation of the Superintendent of Schools or his designee.
 - b. The Board may withhold for inefficiency, conduct unbecoming an employee of the Board, or other just cause, the increment of any employee.
 - c. Increments may be withheld in accordance with the following:
 - i. The employee shall be notified of the deficiencies, conduct unbecoming an employee or other just cause by the Superintendent of Schools or his designee.
 - ii. The employee shall be given a reasonable amount of time to make up the deficiencies.
 - iii. The Board reserves the right to accept or reject any recommendations to withhold a salary increment.
 - iv. Prior to voting on the recommendations to withhold a salary increment, the Board shall inform the employee of his/her right to an informal conference before the Board or a committee of the Board.
 - v. A withholding of increment shall not be subject to the grievance procedure, unless for disciplinary purposes.
4. **Credit for Experience.** Whenever a person shall hereafter accept office, position or employment as a member of the secretarial/clerk-typists staff, the initial place on the salary guide shall be at such point as may be agreed upon by the employee and the Board. The Board shall evaluate experience and skills and shall have the sole and exclusive right to fix and determine the starting place on the salary guide.
5. **Payroll Savings Plan.** Each employee may individually elect to have a percentage of their salary deducted from their paycheck and deposited within ten (10) days from the dates of the pay period in the Visions Federal Credit Union.

6. **Pensionable Stipend Limitation.** Any pensionable stipends not set forth in the present contract are invalid.
7. **Use of Automobiles.** Employees required and authorized to use their own vehicles in the performance of their work duties shall be reimbursed for such travel at the rate set by the State of New Jersey Travel Reimbursement Rate.

ARTICLE VI.

SICK LEAVE

1. **Amount of Leave.** All employees covered under the terms of this Agreement shall be allowed sick leave with full pay in the amount of one (1) day for each month worked in any year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Superintendent of Schools or his designee in case of sick leave claimed.
2. **Report Form.** All employees must use the FLBOE automated attendance reporting software program to report their absence. Employees are given a login and password to access the system. When the employee calls or logs into the attendance system they are digitally signing/authorizing the reason for their absence and the dates of their absence.

Whenever the sick-leave absence of any employee exceeds ten (10) consecutive working days, said employee shall submit to the Superintendent of Schools or his designee a certificate from a physician, engaged by said employee, delineating (i) the physician's diagnosis of the illness or injury, and (ii) the physician's prognosis of the anticipated date of return to regular employment. The doctor's report shall include any limitations on the employee's ability to return to work and the time period of such limitations. The doctor's report shall be due no later than the fifteenth (15th) day following the commencement of the sick leave.

3. **Terminal Leave.** The following additional sick leave benefits shall be paid at the time of retirement:
 - a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers' Pension and Annuity Fund or the N.J. state Employees' Retirement System.
 - b. For all employees covered under this Agreement employed prior to July 1, 1996, these benefits shall provide compensation during paid terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days of credited accumulated sick leave as of the time of retirement, except that not more than one hundred (100) days totally of this payment within the terminal leave period shall be allowed. For all employees employed after July 1, 1996, terminal leave reimbursement will not exceed the sum of \$15,000.
 - c. The terminal leave payment shall be calculated on the basis of the employee's per diem rate, calculated as an annual salary divided by 200. For secretaries, this would be the annual salary divided by 240. For custodians/maintenance, this would be the annual salary divided by 260.
 - d. All sick leave payouts will be capped at the salary guide as of June 30, 2011, for employees hired prior to July 1, 1996.
 - e. An employee must be an employee of the Board for ten (10) years in order to qualify for any type of sick leave payment.
 - f. In administering this benefit, it is expected that the terminal leave period will commence at the close of a regular school year.
 - g. All employees must submit a letter of intent to retire by no later than January 31st of each year to be afforded the payment set forth in the Agreement. A form, developed between the Board and the Association, will require mutual approval. This January 31st date will be

relaxed in the event of a life-altering event. It is agreed and understood that should an individual not submit their intent to retire by January 31st, their payout for accrued sick leave will be delayed by one additional year, unless there was a life-altering event.

- h. The Board agrees to deposit accumulated sick leave payments to which eligible employees are entitled into their 403-b accounts on a tax-deferred basis pursuant to the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), insofar as such payments are legally permitted pursuant to both New Jersey and Federal Law.
4. **Sick Day Bank.** The parties will create a sick day bank for all employees. The terms are to be provided by the Association and are subject to mutual agreement between the Board and the Association.

ARTICLE VII.

TEMPORARY LEAVE OF ABSENCE

ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

1. **Emergency Leave.** Only employees working more than halftime on a ten (10) or twelve (12) month contract shall be entitled to emergency leave. A total of five (5) days of emergency leave shall be allowed an employee without pay deduction when his/her absence is necessitated by:
 - a. Court Order.
 - b. Death, critical illness, injury to or an emergency involving a member of his/her family (father, mother, brother, sister, husband, wife, civil union partner or child) or his/her 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 household. Where the employee claims illness of a relative as the reason for the absence, the employee may be required to furnish the name and address of the attending doctor.
 - c. Any emergency to personal property and residence.

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

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

3. **Personal Leave.** With the exception of part time clerk typists, only employees working more than half time on a ten (10) or twelve (12) month contract shall be entitled to personal leave. Annually, one (1) day of personal leave shall be allowed an employee without pay deduction. Written application to the employee's supervisor for such personal leave shall be made at least three (3) days before taking such leave, whenever possible.

The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except, however, that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by court order.

4. **Employee's Report.** All employees must use the designated FLBOE automated attendance reporting software program to report their absence. Employees are given a login and password to access the system. When the employee calls or logs into the attendance system they are digitally signing/authorizing the reason for their absence and the dates of their absence.

5. **Absence for more than ten (10) days.** No employee of the Board of Education shall remain absent from work for more than ten (10) consecutive working days for any purpose other than said employee's personal illness or injury except as such employee seeks and receives advance approval from the Board of Education, through the Superintendent of Schools or his designee, to cover said absence in excess of said ten (10) consecutive working days, with the allowed deviation as stipulated in the following statement: the Superintendent of Schools or his designee is empowered to extend such absence beyond said ten (10) day period, up to the next date on which the Board of Education will meet.

6. **Bereavement Leave.** Employees shall be entitled to three (3) bereavement days for immediate family members which include: parent, stepparent, brother, sister, husband, wife, civil union partner, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, employee's spouse's grandparent, and any member of an employee's immediate household. Superintendent may request proof of residency, relation and/or event.

ARTICLE VIII.

EXTENDED LEAVE OF ABSENCE

1. Full-time employees on a twelve (12) or ten (10) month contract shall be entitled to extended leaves of absence pursuant to this Article.

2. The following maternity leave provisions apply as extended leaves of absence:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to FMLA, NJFLA.

a. Maternity leave shall be granted subject to the following conditions:

- i. An employee shall notify the Superintendent of Schools or his designee of her pregnancy as soon as it is medically confirmed.
- ii. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- iii. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.
- iv. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.

c. The leave of absence granted a non-tenured employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained in accordance with applicable regulations and case law.

d. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six (6) months prior to the intended date of return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.

e. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor will it count toward placement on the salary guide or for seniority.

f. No employee shall be removed from her duties during pregnancy, except upon one (1) of the following:

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

- ii. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
 - aa. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
 - bb. The Board's physician and the employee's physician agree that she cannot continue working, or
 - cc. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
- iii. Any other just cause.

ARTICLE IX.

HEALTH INSURANCE

1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, with the following health insurance benefits:
 - a. Hospitalization
 - b. Medical-Surgical
 - c. Major Medical Insurance
2. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.
3. The Board agrees to continue at Board expense, the present or substantially similar prescription drug plan and dental coverage plan for all employees covered by this Agreement. Beginning July 1, 2010, each prescription shall be subject to a co-payment of \$3 generic and \$10 brand name. Mail order prescription shall be \$5 generic/\$15 brand name for a 90 (ninety) day supply. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers, provided substantially similar benefits are provided.
4. The Board agrees to pay up to a maximum of \$27,000.00 annually for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board, by a separate written contract, agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers, provided substantially similar benefits are provided.
5. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch. 88.
6. Retired employees having 25 years of service may continue to purchase insurance including dental, prescription, and vision, after COBRA ends.
7. The Board shall provide a waiver equal to 25% of the premium of the level of coverage that an employee is entitled to. The waiver will be paid in semi-annual installments (December 31st and June 30th) in amounts equal to 50% of the total waiver. No waiver shall be given due to any employee in which the New Jersey State Health benefit plan determines is ineligible for a waiver due to the prohibition of coordination of benefits.
8. Husband and wife (or Civil Union Partners) who are both employees of the district shall not be able to have dual healthcare coverage (including major medical, dental, prescription and vision) and one spouse/partner will be afforded the opt-out payment set forth in Section 7 herein. It is expressly agreed and understood that any life altering event which causes the one spouse/partner to lose coverage, the other spouse/partner shall be immediately reinstated in the district's health benefit plan with full healthcare coverage (including major medical, dental, prescription and vision) with no break in coverage or loss of any already paid/satisfied deductibles, etc.

- a. The language relative to this provision will be reviewed and approved by both legal counsels for the Board and the Association. This section shall only apply to husband/wife (or civil union partners) hired after the ratification of this Agreement or become husband/wife (or civil union partners) after ratification of this Agreement. In lieu of dual healthcare coverage, the husband/wife (or civil union partners) shall receive \$5,000 as an opt-out payment. The opt-out payment will be paid semi-annually in \$2,500 installments (December 31st and June 30th) in the school year in which the opt-out occurs.

ARTICLE X.

DEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15-9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted directly to N.J.E.A. Employee authorizations shall be in writing.
2. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.
3. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction cards submitted by the Association to the Board.
4. Upon the written voluntary request of any employee the Board agrees to deduct from said employee's salary an amount so specified in writing by said employee, said deducted amount to be paid over by the Board upon said employee's written direction to any annuity or disability insurance plan designated by the employee and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection herewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party to any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual employee. Nothing herein contained shall require the Board to make payments to more than one plan for all employees at any one time.
5. In connection with the said deductions and payments for annuity and/or disability plan as set forth in 4 above, the Association and/or the individual employee must furnish to the Board (i) written notice thirty (30) school days prior to the effective date of the initial deduction to be made and (ii) written notice thirty (30) school days prior to the effective date of any change whatever in the aforementioned deduction or plan. It is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the employee.
6. In connection with the annuity and/or disability plan deduction provided in Paragraph 4 above the Association will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Superintendent of Schools or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the Board.

7. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Prudential Insurance Company.

ARTICLE XI.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. **Notification of Vacancies - Date.** No later than May 1st of each school year, all vacancies will be posted electronically on the District's website via the District's applicant tracking online system.
2. **Filing Requests.** Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent of Schools or his designee. Such statement shall include the school or schools, in order of preference, which transfer is desired. Such requests for transfers shall be submitted not later than April 1st for the following year and must be resubmitted annually by the employee desiring such change.
3. **Posting.** As soon as practicable, and no later than ten (10) calendar days after May 1st, the Superintendent of Schools or his designee shall post in each school and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred and the nature of such reassignment or transfer.
4. **Appeal.** In the event the employee believes that the procedures outlined above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee, in writing, of such procedural defects. The Superintendent of Schools or his designee will have twenty (20) calendar days from such notification to rectify the procedural defects. In the event the Business Administrator/Board Secretary or the Superintendent of Schools, as the case may be, fails to rectify such defects, the employee shall have the right upon his/her written request made within five (5) days after the expiration of the said twenty (20) calendar day period, to an informal conference with the Board or a committee of the Board. The conference with the Board shall be expressly limited to the procedural defects only.
5. **Decision of the Board.** The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole exclusive right to make the final determination as to the transfer or reassignment, and the decision of the Board, as to procedure and substance, shall not be subject of or a cause for invoking the grievance procedures.
6. **Exclusion.** All vacancies occurring after May 1st are expressly excluded from the provisions of the Article and may be filled by the Board or its designee at any time and without complying with the provisions of the Article.

ARTICLE XII.

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. **Use of Voluntary Requests.** No vacancy shall be filled by means of involuntary transfer or reassignment if there is qualified volunteer available to fill said position and provided that the transfer or reassignment does not conflict with the best interests of the School District.
2. **Notice.** Notice to the employee involved in an involuntary transfer or reassignment shall be given as soon as practicable, but not later than June 30th, except in cases of emergency, vacancies occurring after June 1st, or temporary transfers or reassignments.
3. **Meeting and Appeal.**
 - a. In the event that an employee objects to the transfer or reassignment, upon request of the employee, the Superintendent of Schools or his designee, in all cases, shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. The decision of the Superintendent of Schools or his designee shall not be subject to the grievance procedure and shall be final and non-appealable, except as expressly otherwise set forth in Sections 3b and 3c below.
 - b. In the event an employee believes that the procedures outlined in Section 2 and 3a above have not been followed, he/she shall immediately notify the Superintendent of Schools or his designee and will have twenty (20) calendar days from such notification to rectify the procedural defects. In the event the Superintendent of Schools or his designee fails to rectify said defects, the employee shall have the right, upon his/her written request, made within five (5) calendar days after the expiration of the said twenty (20) calendar day period to an informal conference with the Board, or at the Board's option, with a committee of the Board. This conference shall be limited to procedural defects.
 - c. In the event the decision of the Superintendent of Schools involuntarily transfers or reassigns an employee from an elementary or the Middle School to the High School or vice versa, then the employee shall upon written request made within five (5) calendar days after the decision of the Superintendent of Schools be entitled to an informal conference with the Board or at the Board's option, a committee of the Board.
4. **Decision of the Board.** The ultimate responsibility for making all said transfers and reassignments rests with the Board. The Board shall have the sole and exclusive 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.
5. **No Stay of Transfer or Reassignment.** The decision of the Superintendent of Schools or his designee as to any involuntary transfer or reassignment of any employee shall not be stayed by an appeal as provided in this Article. The employee under all circumstances whatsoever shall immediately comply with the order of transfer or reassignment as given by the Superintendent of Schools or his designee.
6. **Exclusion.** All involuntary transfers or reassignments of an emergency nature or a transfer or reassignment of a temporary nature (four (4) months or less) are expressly excluded from the provisions of this Article and all such transfers and reassignment 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 granted to them under the provisions of this Article.

ARTICLE XIII.

MISCELLANEOUS

1. Any individual contract between the Board and an individual employee covered by this Agreement shall be consistent with the terms and conditions of this Agreement, except, however, that the contract with a non-tenure employee shall carry a clause providing for termination of the contract by either party upon a thirty (30) calendar day notice.
2. Copies of this Agreement shall be printed at the joint expense of the Board and the Association.
3. Notices. 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, in writing, at the addresses listed below, and the mailing shall be deemed given when placed in the United States Post Office depository with postage prepaid for mailing:
 - a. If by Association to Board at:
Fort Lee Board of Education
231 Main Street, 3rd Floor
Fort Lee, New Jersey 07024
 - b. If by Board to Association at:
President, Fort Lee Education Association
Lewis F. Cole Middle School
467 Stillwell Avenue
Fort Lee, New Jersey 07024
4. The term, school year, as used in this Agreement, shall mean July 1st to June 30th unless the context in which the term issued indicates to the contrary.

ARTICLE XIV.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other terms shall remain in full force and effect.

ARTICLE XV.

FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI.

BOARD RIGHTS AND RESPONSIBILITIES

1. The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
2. The Board at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. The enumeration in this Agreement of certain rights shall not be construed to deny or disparage others. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights subject only to the express and specific limitations imposed by the terms of this agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duties because of reduction of force or (d) to maintain the efficiency of the school district operations entrusted to them (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
3. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
4. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, Education School Laws of New Jersey, or any other state or Federal Laws or regulations as they pertain to education.

ARTICLE XVII.

BULLETIN BOARDS

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

ARTICLE XVIII.

EMPLOYEE WORK YEAR

1. **Term of Employment.** The term of all employees shall be twelve (12) months, July 1st to June 30th, or ten (10) months, September 1st to June 30th, or such other period as shall be fixed by the Board with prorated pay on salary guide.
2. **Hours of Work.**
 - a. Between September 1st and June 30th, all full-time employees covered by this Agreement, whether serving on a twelve (12) month or ten (10) month basis, shall work eight (8) hours per day, Monday through Friday inclusive of one (1) hour for lunch, during the hours from 8:00 a.m. to 4:00 p.m. On Fridays, however, dismissal time shall be 3:45 p.m. The lunch period shall be taken at a time scheduled by the employee's supervisor.
 - b. Between July 1st and August 31st all full-time employees serving on a twelve (12) month basis shall work seven and one-half (7.5) hours per day, Monday through Friday inclusive of one-half hour for lunch, with a daily period of employment covering a starting time of 8:00 a.m. and a closing time of 3:30p.m. The lunch period shall be taken at a time scheduled by the employer's supervisor.
 - c. Two fifteen (15) minute coffee breaks, one (1) in the morning and one (1) in the afternoon, shall be permitted each employee daily. When two (2) or more employees covered by this Agreement are assigned to the same office, coffee breaks shall be scheduled so that at least one (1) employee shall be on duty at all times during the scheduled work day for such office.
 - d. The hours of work for part-time employees, including beginning and ending times and lunch periods, if any, shall be established by the Board.
3. **Vacations.**
 - a. Only those employees employed full-time on twelve month contract shall be entitled to paid vacation. Such employees shall receive vacation as follows:
 - i. After completion of one (1) year full-time service under a twelve (12) month contract -- two (2) weeks vacation.
 - aa. For the purposes of determining vacation credit, employees hired prior to January 1st will receive full year credit July 1. Employees hired on or after January 1st will receive full year credit on July 1st following their one year anniversary date.
 - ii. After completion of two (2) years full-time service under a twelve (12) month contract -- three (3) weeks vacation.
 - iii. After completion of five (5) years or more full-time service under a twelve (12) month contract -- four (4) weeks vacation.
 - b. Vacations must be taken between July 1st and September 1st according to a schedule determined by the employee's immediate supervisor. Vacations may be taken after the months of July and August upon the recommendation of the employee's immediate supervisor, with the approval of the Superintendent of Schools or his/her designee. Vacations may be taken between January 1st and June 30 only with the Principal's and

Superintendent's approval. No grievance may be filed over the denial of vacation between January 1st and June 30th.

- c. Every employee shall be credited each month with the earned portion of the yearly entitled vacation allowance. When an employee's services are terminated prior to the close of the school year, the annual earned vacation, prorated to the date of termination, shall be paid to the employee.
- d. Any employee, previously employed on a ten-month basis, who thereafter becomes employed on a twelve-month basis, shall be entitled to credit for service while a ten-month employee for purposes of calculating the amount of vacation to which he or she may be entitled pursuant to 3.a above as a twelve-month employee.

4 **Holidays.**

- a. All full-time employees covered by the terms of this Agreement shall be entitled to the following holidays with full pay, provided such holiday occurs on the employee's regular work day and school is not open for pupils;

Independence Day	December 31st
Labor Day	New Year's Day
Columbus Day	President's Day
Presidential Election Day	Good Friday
Veterans Day	Memorial Day
Thanksgiving Day	Rosh Hashanah (2 days)
Day After Thanksgiving	Yom Kippur (1 day)
December 24th	Martin Luther King's Birthday
Christmas Day	Teacher's Convention (2 days)

- b. Vacation days falling within the Christmas and Easter periods when pupils are not in session, as defined in the Board of Education's adopted school calendar for the school year, will be allowed for employees except as follows:
 - i. A need for any secretary's services at this time may be established by the secretary's immediate supervisor for service in the office to which the secretary is regularly assigned, or
 - ii. A need for school secretaries' service at this time may be established by the Superintendent of Schools for service in his own office or any school office, or
 - iii. A need for any and all full-time employee's service at this time may be established by a resolution adopted by the Board of Education, and
 - iv. In advance of the first day of each such vacation period for which these secretarial services will be needed, a notice of at least seven (7) calendar days will be given to each secretary wanted for service.

- v. If secretarial services are needed during the Christmas, Easter or February vacation periods when pupils are not in session, as defined in the Board of Education's adopted school calendar for the appertaining school year, ten (10) month secretaries may be required to work without any remuneration for no more than a total of two (2) days per year during the three (3) aforementioned recesses and twelve (12) month secretaries may be required to work no more than a total of three (3) days per year during these recesses without any additional remuneration.
 - c. Work performed by secretaries beyond the regularly scheduled work week shall be compensated with compensatory time off or overtime pay, at the employee's option. Overtime between the regular work week and forty (40) hours shall be compensated at straight time whether compensatory time off or pay. Overtime over forty (40) hours shall be compensated at time and one-half rates whether compensatory time off or pay. Work performed on vacations or holidays shall be compensated at time and one-half rates whether compensatory time off or pay.
5. **Jury Duty.** Any employee who is required to serve on jury duty in the State of New Jersey will receive full salary during the period of such service, less the amount received by the employee as compensation for said jury duty.
 6. **Lunch Period (Away from Building).** Employees may leave the building without requesting permission during their scheduled lunch periods.
 7. **Snow Days.** When the Superintendent of Schools has, prior to the opening of the school day, determined that school shall be closed because of snow or other emergency, then, an employee assigned to that school, shall not be required to report to work for the day.
 8. **Association Business.** A single Association Representative from this bargaining unit shall be allowed to leave one-half (1/2) hour early one (1) day per month for the purpose of attending meetings of the Association.
 - a. The President of the Association will be provided one (1) administrative period per day to attend to attend to Union business, which will be scheduled by Administration.

ARTICLE XIX.

TUITION BENEFITS

1. The Board agrees to pay up to a maximum of \$100,000 for each of the following school years (July 1st to June 30th) 2022-2023; 2023-2024; AND 2024-2025 for tuition reimbursement for all members of the Fort Lee Education Association for courses the first class of which begins after July 1 of the applicable year. Tuition reimbursement shall be paid to staff members entitled who apply for reimbursement for courses approved by the Superintendent of Schools as follows:¹
 - a. An employee must receive a grade of "B" or a "Pass" to receive tuition reimbursement.
 - b. The Request for Course Approval will be submitted to the Superintendent or his designee for approval before taking a course which the staff member anticipates will be reimbursed. The approval form must be completed in its entirety.
 - c. Reimbursement is effective for courses at an accredited college or university, or business or secretarial school.
 - d. Reimbursement will annually be set at no more than the lowest current rate being charged at a New Jersey college as of July 1st of that year and at no time shall exceed the actual cost of tuition.
 - e. A receipt of payment from the college or university or school under whose aegis the course will be taken must be submitted to the office of the Superintendent or his designee. At that point the course request form will be reactivated and the information verified.
 - f. At the completion of the course an official transcript from the college or university or school must be submitted to the Superintendent or his designee for processing.
 - g. No individual shall be reimbursed for the tuition as set forth above for more than 15 credits taken during any school year (July 1st - June 30th).
 - h. Courses eligible for tuition reimbursement must be job related and approved by the Superintendent of Schools; provided, however, that computer training courses shall be considered directly related to the assignment of all employees covered under the terms of this agreement.
 - i. Tuition reimbursement shall only be available to those employees who are on active status during the entire duration of the applicable course for which reimbursement is sought.
 - j. The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that school year and dividing that amount by the total number of approved credits taken during that year (July 1st through June 30th)
 - k. Tuition reimbursement will be paid on or about December 1st of the ensuing School year.
 - l. If an employee leaves within one (1) year of receiving tuition reimbursement, he/she must reimburse the district for the full tuition that he/she received during that one year period. All graduate courses that are started after July 1st and conclude by December 31st.

¹ The Board and the Association will define semi-annual deadlines for tuition reimbursement/horizontal movement and when paperwork is to be received. Any paperwork received after the deadline will not be eligible for reimbursement or horizontal movement that year.

Tuition Reimbursement Guide

1. All courses must be approved before the start date of said course.
2. Official transcripts and proof of payment must be submitted after the conclusion of the class(es) but no later than July 31st. Any graduate course not qualifying for this year's Tuition Reimbursement will be added to next year's list.

Horizontal Movement Guidelines

1. All Graduate coursework completed between July 1st and June 30th of any school year must be submitted by July 31st to be considered for approval for horizontal movement for the following September. Coursework must be listed on the appropriate form currently in use and submitted to the Human Resources Department with official transcripts from an accredited university. Any graduate course not qualifying for this year's Horizontal movement will be added to next year's list.

ARTICLE XX.

SENIORITY

Whenever a reduction in force shall take place in any job classification, the lay-off shall be made on the basis of seniority, i.e., the person laid-off shall be the person with the least seniority in the job classification in question.

ARTICLE XXI.

GENERAL PROVISIONS

1. The 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 Education Commissioner.
2. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.
3. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.
4. The Association and the Board agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions."
5. Secretaries are eligible for Hepatitis B inoculation and training.

ARTICLE XXII.

PART TIME CLERK TYPISTS

1. **Wages.** The hourly rate for each part time clerical employee shall be increased by 3.2% effective July 1, 2022, by 3.2% effective July 1, 2023 and by 3.2% effective July 1, 2024
2. **Personal Days.** Effective upon ratification of this agreement, each part time clerk typist shall be entitled to one (1) non-cumulative personal day annually.
3. **Sick Leave.** Employees will be credited with ten (10) sick leave days on Sept. 1 of each contract year in accordance with the practice applicable to the bargaining unit.
4. **Definition of Days.** A "day" for part-time clerk typists shall constitute the normal workday for such employee. For example, a sick leave day for a part time clerk typist who normally works a two (2) hour day shall be a two (2) hour sick leave day.
5. **Christmas, February, and Spring Breaks.** Subject to future school calendars, part time clerk typists shall be compensated their regular weeks wage for school breaks as follows:

Such employees will be compensated their normal workdays for the Christmas break excluding Christmas Day, the February break including President's Day provided it is their regularly scheduled work day and the Spring break.

ARTICLE XXIII.



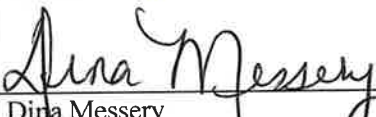


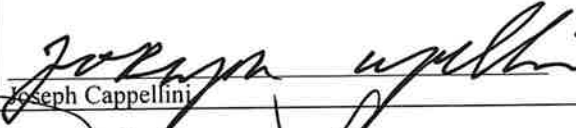
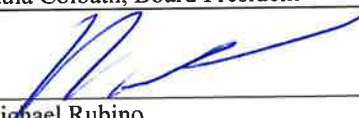



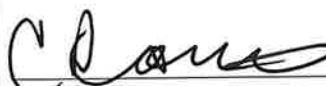
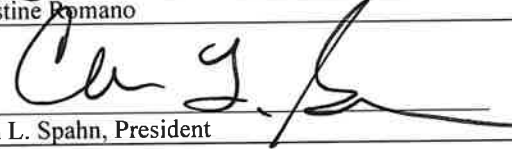
WAIVER

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

ARTICLE XXIV.

DURATION OF AGREEMENT

This Agreement shall be in full force as of July 1, 2022 and shall remain in full force and effect through June 30, 2025.

BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE IN THE COUNTY OF BERGEN	FORT LEE EDUCATION ASSOCIATION
By 	By 
Holly Morrell, Negotiations Chairperson	Adrian Rodriguez, Chief Negotiator
Attest: 	Attest: 
Dina Messery Business Administrator/ Board Secretary	Solanly Ortega Secretary
BOARD Bargaining Committee	FLEA Bargaining Committee
 Paula Colbath, Board President	 Joseph Cappellini
 Michael Rubino	 Marcia Leon
 Julene Stassou	 Kevin Oliver
	 Christine Romano
	 Cean L. Spahn, President

FORT LEE BOARD OF EDUCATION
FORT LEE SECRETARIAL, CLERK TYPIST, AND BOOKEEPER SALARY GUIDE
YEAR 1: 2022-2023

Step	12 Month	10 Month	Bookkeeper	Clerk/Typist
1	43,498	36,248	44,789	33.41
2	45,998	38,332	46,789	
3	48,498	40,415	50,789	
4	50,498	42,082	53,789	
5	53,498	44,582	55,789	
6	56,748	47,290	58,789	
7	63,619	53,016	61,789	
8	64,974	54,145	64,725	

FORT LEE BOARD OF EDUCATION
FORT LEE SECRETARIAL, CLERK TYPIST, AND BOOKEEPER SALARY GUIDE
YEAR 2: 2023-2024

Step	12 Month	10 Month	Bookkeeper	Clerk/Typist
1	49,014	40,845	44,789	34.47
2	51,514	42,928	46,789	
3	54,014	45,012	50,789	
4	56,514	47,095	53,789	
5	59,014	49,178	55,789	
6	61,514	51,262	58,789	
7	64,014	53,345	61,789	
8	66,514	55,428	64,725	

FORT LEE BOARD OF EDUCATION
FORT LEE SECRETARIAL, CLERK TYPIST, AND BOOKEEPER SALARY GUIDE
YEAR 3: 2024-2025

Step	12 Month	10 Month	Bookkeeper	Clerk/Typist
1	50,916	40,845	44,789	35.58
2	53,416	42,928	46,789	
3	55,916	45,012	50,789	
4	58,416	47,095	53,789	
5	60,916	49,178	55,789	
6	63,416	51,262	58,789	
7	65,916	53,345	61,789	
8	68,416	55,428	64,725	

FORT LEE BOARD OF EDUCATION

POSITION

Senior Secretary in the Office of the Assistant Superintendent of Schools	\$1,000
Senior Secretary in the office of the Assistant Superintendent of Elementary Education	\$1,000
Senior Secretary In the Office of the High School Principal	\$1,000
Senior Secretary in the Office of the Assistant Principal of the High School	\$1,000
Senior Secretary in the Office of the Administrative Assistant of the High School	\$1,000
Senior Secretary in the Office of the Director of Athletics	\$1,000
Senior Secretary in the Office of the Middle School Principal	\$1,000
Secretary to Middle School Assistant Principal	\$1,000
Senior Secretary in the Office of the Guidance Staff, Middle School	\$1,000
Senior Secretary in the Office of the Child Study Team	\$1,000
Senior Secretary in the Office of each of the four elementary schools (Nos. 1, 2, 3, 4)	\$1,000
Senior Secretary in the Office of the Guidance Staff, High School	\$1,000
Payroll clerk in the Business Administrator's Office	\$1,000
Accounts Payable clerk in the Business Administrator's Office	\$1,000

NON-CERTIFICATED PROFESSIONAL DEVELOPMENT

There will be a pool of \$30,000.00 provided for professional development per contract year with no rollover of unused funds. Employees may apply for approval on a first-come, first-served basis until the money is depleted. Requests for taking courses must be pre-approved by the employee's immediate supervisor, Director of Facilities Management, Business Administrator and/or Superintendent or designee. An annual accounting will be provided upon request.

FORT LEE PUBLIC SCHOOLS
HEALTH BENEFITS WAIVER FORM

Employees will now use the State-mandated form available on the District's website.



Fort Lee Public Schools

INTENT TO RETIRE FORM

As of January 31, _____, I, _____, am considering retirement at the close of the current school year. I understand that in order to receive my terminal leave payment by August _____, I must submit this form by January 31st to the Business Administrator/Board Secretary. If this form is received by the Business Administrator/Board Secretary after January 31st, then I will not receive my terminal leave retirement payment until the following budget year (for example, letter received May 2, 2019, payment will be received in August 2020).

Signature _____

Date _____

Business Administrator _____

Date _____

FORT LEE SICK DAY BANK

SICK LEAVE BANK

A. Purpose

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

B. Definition

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

C. Committee

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

D. Eligibility

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

E. Contribution of Sick Days

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

F. Maximum Sick Day Bank

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

G. Use of Sick Day Bank

All sick day bank requests must be submitted to the Board Secretary. The request to utilize sick leave bank days and employee's medical practitioner/physician's statement forms must be completed

and submitted to the Board Secretary. An employee can submit two requests per school year. Each request can be for a minimum of one (1) working day to a maximum of forty (40) working days. No request shall be for more than forty (40) working days.

H. Committee Review and Approval

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

I. Miscellaneous

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

FORT LEE SCHOOL DISTRICT

EMPLOYEE'S MEDICAL PRACTITIONER/PHYSICIAN'S STATEMENT

Patient's Name: _____

Employee's Name: _____

Nature of injury, surgery, or critical illness.

Is patient still under your care? _____ Yes _____ No

How long will be patient be unable to work? _____

Estimated date patient can return to work: _____

Physician's Signature _____ Date _____

Type or print physician's name: _____

**THIS FORM MUST BE COMPLETE AND SPECIFIC TO BE CONSIDERED.
INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION. THIS
INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE
COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.**

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

Name: _____ Date: _____

Position/Assignment: _____

School/Department: _____

Length of Time Employed in District: _____ years _____ months

Days Absent Current School Year: _____ Days

Reason for requesting Sick Leave Bank Days:

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

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

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

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

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

THE MEDICAL PRACTITIONER/PHYSICIAN STATEMENT MUST ACCOMPANY THIS FORM.

Signature: _____ Date: _____

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

_____ I have previously used the Sick Leave Bank this year.

THIS FORM MUST BE COMPLETED IN FULL TO BE CONSIDERED. INCOMPLETE INFORMATION WILL RESULT IN A DELAY IN CONSIDERATION. THIS INFORMATION WILL BE DISCLOSED TO THE SICK DAY BANK COMMITTEE. THE COMMITTEE WILL KEEP THIS INFORMATION CONFIDENTIAL.

FORT LEE SCHOOL DISTRICT

SICK LEAVE BANK ENROLLMENT FORM

NAME: _____

POSITION/ASSIGNMENT: _____

SCHOOL/DEPARTMENT: _____

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

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

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

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

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

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

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

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

SIGNATURE: _____

CODE OF APPEAL

	Level I	Level II	Level III
All Secretaries, Clerk-Typists & Part-time Clerk-Typists assigned to Superintendent of Schools	N/A	Superintendent of Schools	Board
All Secretaries, Clerk-Typists, Part-Time Clerk-Typists, Bookkeepers assigned to Business Administrator/Board Secretary's Office and Office of Supervisor of Buildings and Grounds	Business Administrator or Supervisor	Superintendent of Schools or designee	Board
All Secretaries, Clerk-Typists, Part-Time Clerk-Typists assigned to Assistant Superintendent of Schools	Assistant Superintendent of Schools	Superintendent of Schools or designee	Board
All Secretaries, Clerk-Typists, Part-Time Clerk-Typists, assigned to Elementary, Middle or High School; School Libraries; Guidance Offices; Offices; Attendance Office & Child Study Team	Principal or Supervisor	Superintendent of Schools or designee	Board