

APPENDIX A
CUSTODIAL, MAINTENANCE, GROUNDS
AND BUS DRIVER SALARY SCHEDULE

YEAR 1
2020-221
Salary Guide

Step	A	B	C	D	E	F	G	H	I
-	-	-	-	-	-	-	-	-	-
1	49,938	62,388	63,976	65,573	65,900	66,547	67,911	70,450	71,621
2	50,598	63,288	64,927	66,524	66,860	67,526	68,919	71,490	72,714
3	51,258	64,188	65,878	67,475	67,820	68,505	69,927	72,530	73,807
4	51,918	65,088	66,829	68,426	68,780	69,484	70,935	73,570	74,900
5	52,578	65,988	67,780	69,377	69,740	70,463	71,943	74,610	75,993
6	53,238	66,888	68,731	70,328	70,700	71,442	72,951	75,650	77,086

	A	B	C	D	E	F	G	H	I
7	53,898	67,788	69,682	71,279	71,660	72,421	73,959	76,690	78,179
8	54,558	68,688	70,633	72,230	72,620	73,400	74,967	77,730	79,272
9	55,218	69,588	71,584	73,181	73,580	74,379	75,975	78,770	80,367

A Matron

B Custodian

C Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds, Assistant Head Custodian - (Middle School)

E Skilled Mechanic, Stock Room Purchasing Agent

F Assistant Head Custodian High School, Head Custodian Middle School

G Foreman Grounds

H Head Custodian - High School, Skilled Mechanic-Electrician, Skilled Mason/Locksmith

I Heating Technician, Skilled Plumber

APPENDIX A

CUSTODIAL, MAINTENANCE, GROUNDS AND BUS DRIVER SALARY SCHEDULE

2021-2022

Salary Guide

Step	A	B	C	D	E	F	G	H	I
1	51,878	64,328	65,916	67,513	67,840	68,487	69,851	72,390	73,561
2	52,538	65,228	66,867	68,464	68,800	69,466	70,859	73,430	74,654
3	53,198	66,128	67,818	69,415	69,760	70,445	71,867	74,470	75,747
4	53,858	67,028	68,769	70,366	70,720	71,424	72,875	75,510	76,840
5	54,518	67,928	69,720	71,317	71,680	72,403	73,883	76,550	77,933
6	55,178	68,828	70,671	72,268	72,640	73,382	74,891	77,590	79,026
7	55,838	69,728	71,622	73,219	73,600	74,361	75,899	78,630	80,119
8	56,498	70,628	72,573	74,170	74,560	75,340	76,907	79,670	81,212
9	57,158	71,528	73,524	75,121	75,520	76,319	77,915	80,710	82,307

A Matron

B Custodian

C Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds, Assistant Head Custodian - (Middle School)

- E Skilled Mechanic, Stock Room Purchasing Agent
- F Assistant Head Custodian High School, Head Custodian Middle School
- G Foreman Grounds
- H Head Custodian - High School, Skilled Mechanic-Electrician, Skilled Mason/Locksmith
- I Heating Technician, Skilled Plumber

APPENDIX A
CUSTODIAL, MAINTENANCE, GROUNDS
AND BUS DRIVER SALARY SCHEDULE

2022-2023
Salary Guide

Step	A	B	C	D	E	F	G	H	I
1	53,883	66,333	67,921	69,518	69,845	70,492	71,856	74,395	75,566
2	54,543	67,233	68,872	70,469	70,805	71,471	72,864	75,435	76,659
3	55,203	68,133	69,823	71,420	71,765	72,450	73,872	76,475	77,752
4	55,863	69,033	70,774	72,371	72,725	73,429	74,880	77,515	78,845
5	56,523	69,933	71,725	73,322	73,685	74,408	75,888	78,555	79,938
6	57,183	70,833	72,676	74,273	74,645	75,387	76,896	79,595	81,031
7	57,843	71,733	73,627	75,224	75,605	76,366	77,904	80,635	82,124
8	58,503	72,633	74,578	76,175	76,565	77,345	78,912	81,675	83,217
9	59,163	73,533	75,529	77,126	77,525	78,324	79,920	82,715	84,312

A Matron

B Custodian

C Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds, Assistant Head Custodian - (Middle School)

- E Skilled Mechanic, Stock Room Purchasing Agent
- F Assistant Head Custodian High School, Head Custodian Middle School
- G Foreman Grounds
- H Head Custodian - High School, Skilled Mechanic-Electrician, Skilled Mason/Locksmith
- I Heating Technician, Skilled Plumber

APPENDIX A
CUSTODIAL, MAINTENANCE, GROUNDS
AND BUS DRIVER SALARY SCHEDULE

2023-2024
Salary Guide

Step	A	B	C	D	E	F	G	H	I
1	55,953	68,403	69,991	71,588	71,915	72,562	73,926	76,465	77,636
2	56,613	69,303	70,942	72,539	72,875	73,541	74,934	77,505	78,729
3	57,273	70,203	71,893	73,490	73,835	74,520	75,942	78,545	79,822
4	57,933	71,103	72,844	74,441	74,795	75,499	76,950	79,585	80,915
5	58,593	72,003	73,795	75,392	75,755	76,478	77,958	80,625	82,008
6	59,253	72,903	74,746	76,343	76,715	77,457	78,966	81,665	83,101
7	59,913	73,803	75,697	77,294	77,675	78,436	79,974	82,705	84,194
8	60,573	74,703	76,648	78,245	78,635	79,415	80,982	83,745	85,287
9	61,233	75,603	77,599	79,196	79,595	80,394	81,990	84,785	86,382

A Matron

B Custodian

C Utility Man, Day Relief (Elementary), Bus Driver, Maintenance, Grounds, Assistant Head Custodian - (Middle School)

E Skilled Mechanic, Stock Room Purchasing Agent

F Assistant Head Custodian High School, Head Custodian Middle School

G Foreman Grounds

H Head Custodian - High School, Skilled Mechanic-Electrician, Skilled Mason/Locksmith

I Heating Technician, Skilled Plumber

AGREEMENT

Between

FAIR LAWN BOARD OF EDUCATION

And

THE FAIR LAWN CUSTODIANS' ASSOCIATION

July 1, 2020- June 30, 2024

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PREAMBLE

This agreement is made and entered into on this 13th day of February 2020, by and between the Board of Education of the School District of Fair Lawn, in the Borough of Fair Lawn, New Jersey, hereinafter referred to as the "Board" and the Fair Lawn Schools Custodians' Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth below:

Matron
Custodian
Utility Man - Secondary & District
Day Relief Man - Elementary
Bus Driver
Maintenance Man
Grounds man
Assistant Head Custodian - Middle School
Skilled Mechanic
Assistant Head Custodian - Senior High School
Head Custodian - Middle School
Foreman of Grounds
Head Custodian - Senior High School
Heating Technician
Skilled Plumber
Skilled Mason/Locksmith
Skilled Electrician

- B. Unless otherwise indicated, references to male persons shall include female persons and references to female persons shall include male persons.

ARTICLE II - NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor agreement of the 2016-2020 Agreement in accordance with Chapter 303, of the Public Laws of the State of New Jersey 1968, in a good faith effort to reach agreement of all matters concerning the terms and conditions of employment. All agreements so negotiated shall apply to all members of the unit described in Article I and be reduced to writing,
- B. Such meetings are to commence no later than February 1st of the calendar year proceeding the calendar year in which this Agreement expires.
- C. 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 during normal business hours all pertinent records, data and information of the Fair Lawn Public School District in the public domain, including information regarding additional State Aid.

- D. Neither party in any negotiations shall have any control over selection of the negotiating representatives and resource persons 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 in order to develop the Agreement which both parties will then submit to the entire Board of Education and the Association membership respectively, for consideration.
- E. Pursuant to Chapter 303, proposed new rules or modifications of existing rules governing working conditions, shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit so defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement as long as the Association is the majority representative of the unit described in Article I.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

- 1. A "Grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision affecting him.
- 2. A grievance to be considered under this procedure must be initiated by the employee by the completion and execution of the necessary forms within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.
- 3. An "aggrieved employee" is the person or persons who have executed the necessary forms and filed the grievance.
- 4. A "party in interest" means an aggrieved employee, his/her immediate supervisor and/or any staff member in the chain of administration below the Superintendent or his/her designee.
- 5. The term "representative" shall constitute the person designated by the Association to represent the Association and/or the aggrieved employee at the grievance proceedings. Nothing herein shall prevent the aggrieved employee from representing himself. When an employee refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance procedure.
- 6. The term grievance and these grievance procedures shall not apply to the following:
 - a. To a case arising out of official action of the Board of Education except such action involving misinterpretation, misapplication or a violation of Board Policy, this Agreement or an administrative decision affecting him,
 - b. The failure or refusal of the Board to renew the contract of any non-tenure employee.
 - c. Any case in which the employee is claiming tenure under the provisions of R.S. 18A: 17-3 where charges have been against such employee pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10 et seq.

B. PURPOSE

- 1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems relating to the employment which may from time to time arise affecting

employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. PROCEDURE

1. Level One

Any employee who has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.

2. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he may set forth his/her grievance in writing to his/her supervisor on the grievance forms provided. The supervisor shall communicate his/her decision to the employee in writing, with specific reasons, within three (3) school days of receipt of the written grievance. If the supervisor determines that he lacks jurisdiction to resolve the grievance, he shall, promptly upon the filing of same, waive his/her right to render a decision and forward the written grievance to the Superintendent for his/her determination in accordance with the provisions hereinafter set forth.

3. Level Three

The employee, no later than ten (10) school days after receipt of the supervisor's decision may appeal the supervisor's decision to the Superintendent of Schools or his/her designee. The appeal to the Superintendent or his/her designee must be made in writing, reciting the matter submitted to the supervisor as specified above and his/her dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his/her designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his/her designee shall communicate his/her decision in writing with the reasons to the aggrieved employee and the supervisor.

4. Level Four

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his/her designee, he may, within ten (10) school days after a decision by the Superintendent or his/her designee or fifteen (15) school days after the grievance was delivered to the Superintendent or his/her designee, whichever is sooner, request in writing that his/her grievance be forwarded to the Board of Education.

The Board of Education shall act on the grievance and shall inform the aggrieved employee and the Superintendent or his/her designee of the decision reached within twenty (20) school days of its receipt by the Board.

5. Level Five

- a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within twenty (20) school days following the receipt of the grievance by the Board of Education, he may, within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit his/her grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved employee. The Superintendent or his/her designee shall be so notified in writing.
- b. Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually

acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission (PERC). The parties shall then be bound by the rules established by PERC in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the parties within ten (10) school days of his/her selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law.
- d. The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his/her findings, reasoning and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved employee, the Association and the Board, and shall be binding on both parties.

D. COSTS FOR BINDING ARBITRATION

1. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid for by the party incurring same. The Association has the option to request that the Board provide a suitable facility or to request a neutral site for the grievance arbitration.

E. MISCELLANEOUS

1. If more than one employee files the same grievance, the Association may request, in writing addressed to the Superintendent or his/her designee, that the procedures set forth in Levels One and Two be waived and the matter presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his/her designee must furnish an answer to the waiver request within five (5) school days. If the reply is in the negative, the employee will continue with these procedures commencing with Level One,
2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
3. No reprisals of any kind shall be taken by the Board, or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operations of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which he is required to be present or furnish testimony or information relative to a grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, unless notice by either party due

to illness, shall be deemed to be acceptance of the decision rendered at that step.

8. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
9. Since it is important that grievances 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.
10. The grievance procedure shall proceed as set forth hereinabove notwithstanding that school is not in session due to summer vacation, in which event all references to "school days" shall mean "weekdays".

ARTICLE IV - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board as defined in the unit in Article 1, Recognition, shall have the right freely to organize, join and support the Association and its affiliates for purposes of engaging in collective negotiation concerning terms and conditions of employment. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States. It shall not discriminate against any employee by reasons of his/her membership in the Association and its affiliates.
- B. Nothing contained herein shall be so construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- C. The Board shall not discipline, reprimand, or reduce in rank or compensation any employee without just cause.
- D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, in a formal hearing concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of such formal hearing and shall be entitled to have a representative of the Association present to advise him and represent him during such formal hearing. A formal hearing is defined as one held pursuant to a written agenda and for which hearing a written notice specifying its date, time and place has been given.

Any suspension of an employee pending charges shall be without pay, provided the charges are filed against the employee within ten (10) school days, by mailing a certified copy of the complaint to the employee and the Association at the addresses on record in the Board offices.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Under non-emergency conditions, an employee shall be given two weeks notice prior to a permanent change of work assignment from one building to another. In the case of a permanent change of work schedule, an employee shall be given notice one week in advance of the change of schedule. Emergency changes of assignment or schedule shall not be subject to the above restrictions.
- G. The Superintendent of Schools or his/her designee shall notify the Association of the name, address, salary and salary placement of each new employee within thirty (30) calendar days of the Board Resolution of hiring.

The Superintendent of Schools or his/her designee shall provide each new employee, within the first ten (10) days of employment, with all information necessary for employment in the District,

including a copy of his/her or her relevant contract agreement and available health insurance information.

ARTICLE V - ASSOCIATION DUES DEDUCTIONS AND AGENCY FEE

The Board agrees to deduct Association dues from the salary of members of the Fair Lawn Schools Custodians' Association as said Association member individually and voluntarily authorizes the Board to deduct. Said deductions shall be made in compliance with Federal Law (Janus Decision) and State Law (Workplace Democracy Enhancement Act).

- A. Said monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Schools Custodians' Association by the 15th of each month following the monthly pay period in which deductions were made.

The Board shall disburse such monies to the appropriate association or associations. Authorizations shall be made in writing in the form set forth below:

_____ AUTHORIZATION _____

TO DEDUCT ASSOCIATION MEMBERSHIP

Name _____

Soc.Sec.No. _____

School Building _____

District _____

TO: Disbursing Officer, Fair Lawn Board of Education

I hereby request and authorize the above named disbursing office to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year, and for the succeeding school years. I understand that the disbursing officer will continue such deductions until I file a notice of withdrawal prior to July 1st or January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amounts due for that current school year. I hereby waive all rights and claim for such monies, so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

B. Amount of Fee

a. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

3. Deduction and Transmission of Fee

a. Payroll Deduction Schedule

The Board will deduct the membership 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:

1. ten (10) days after receipt of the aforesaid list by the Board; or
 2. thirty (30) days after the employee begins his/her or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- b. Mechanics
- Said deductions shall be made in compliance with Federal Law (Janus Decision) and State Law (Workplace Democracy Enhancement Act).
- c. Changes
- The Association will notify the Board in writing of any changes in the list provided for in paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than (10) days after the Board received said notice.
4. Indemnification and Save Harmless Provision
- Liability
- The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorneys' fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying or attempting to comply with the provisions of this Article, provided that: the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability; provided, however, that this condition shall not apply where there may be a conflict of interest between the Board and the Association which would necessitate separate representation. The Board and the Association will cooperate fully with each other in gathering evidence, securing witnesses and in all other aspects of said defense.
5. New Employees
- The Board will advise the Association of the name of any unit employee hired after the beginning of the school academic year, within thirty (30) days of the date of the Board resolution approving such employment.

ARTICLE VI - SALARIES

A. Salary Schedule

1. The salary of each employee covered by this Agreement is set forth in Appendix A.
2. Longevity - All employees completing nine (9) years of employment shall be eligible for longevity payments. Employees with 10 to 12 years of employment service shall receive \$288 per year in addition to their salary on the Salary Guide, for each year of this Contract. Employees completing 12 years of employment service shall receive an additional \$150 per year at the beginning of their 13th year of service, for a maximum longevity payment of \$438 in addition to their salary on the Salary Guide, for each year of this Contract. Employees completing 15 years of employment service shall receive an additional \$62 per year at the beginning of the 16th year of service, for a maximum

longevity payment of \$500 in addition to their salary for each year of the contract.

B. Work Schedule

1. The regular work week shall consist of forty (40) hours. The regular work day shall consist of eight (8) working hours plus either one-half (1/2) hour or one (1) hour for lunch, or one-half (1/2) hour or one (1) hour for dinner, depending upon the shift worked for a total of eight and one-half (8-1/2) or nine (9) hours per day.

C. Withholding of Salary Increments or Adjustments:

Regular salary guide increments including adjustments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Annual evaluations and recommendations will be made jointly by the Principal and the Head Custodian to the Supervisor of Buildings and Grounds, who will also make an evaluation and recommendation to the Business Administrator. Recommendations to the Board through the Superintendent shall be made by the Business Administrator concerning the withholding of increments or adjustments. The employee will be notified, in writing concerning the withholding of increments or adjustments prior to the public action by the Board.

D. Semi Annual Review of Withheld Increments or Salary Adjustments:

After December 31st another evaluation and reconsideration of the withheld increment or salary adjustment may be made and restoration may take place effective January 1st.

E. Overtime:

1. Overtime work will be offered first to employees of the building where the overtime work is to take place. All overtime shall rotate among all qualified staff members.
2. The sixth (6) day worked in either work Schedules A or B above will be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate. The seventh (7) day worked will be compensated at the rate of two (2) times the regular hourly rate. Day one (1) for Work Schedule A is Monday. Day one (1) for Work Schedule B is Tuesday.

F. Tenure Increments

A double increment will be granted to each employee, and is included in this salary schedule, when appointed to their sixth (6th) full year contract. Tenure increments will become effective at the beginning of each school year, September 1st for 10 month employees and July 1st for 12 month employees.

G. Differentials

1. Effective July 1, 2008, Custodians working the 12:00 Noon to 9:00 P.M. shift shall receive an additional \$.65 per hour; custodians working the 3:00 P.M. to 12:00 Midnight shift shall receive an additional \$.80 per hour. Hours worked on days when an entire day of school is canceled by the Superintendent due to inclement weather shall be deemed to be hours worked on the 3:00 P.M. to 12:00 Midnight shift.

H. Promotions

Any employee on this schedule who is promoted to a higher category shall immediately receive a salary adjustment equal to the difference between the minimum salaries of the two categories involved. If this salary falls between steps, the salary shall be adjusted to the next higher step.

I. Work Outside of Regular Shift

1. Any employee called to return to work outside his/her regularly scheduled shift on account of an emergency condition in the building, shall be compensated for the actual time worked, but not less than two (2) hours, as indicated on his/her time card, plus one (1)

hour for travel to and from the job. In calculating the payment for actual time worked, the employee shall be paid one (1) hour's pay for working any part of the first hour, at the prevailing rate.

2. Any employee called back to work on the employee's vacation day, will receive the double time rate which means the regular rate and two times such rate.

J. Fill in for Head Custodian

Any employee who fills in for the Head Custodian for one (1) day or more, is to be compensated in salary as a Head Custodian for the duration of the time he fills in as Head Custodian.

K. The following procedure shall be used in the assignment of overtime in an equitable and fair manner among all eligible employees

1. The Supervisor of Buildings and Grounds, or Assistant Supervisor of Buildings and Grounds, shall keep a current record of offered and assigned overtime and post an eligibility list for overtime in every location. Each location's eligibility list shall be open to all members of the Custodian's Association assigned to that location first. The list shall be organized and posted so that all personnel can assess their overtime eligibility status. In addition to the location's eligibility list, a master eligibility list shall be prepared which will contain the names of all members of the department listed in order. The master eligibility list will be available in the office of the Supervisor of Building & Grounds,
2. The Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, will assign overtime to building based and non-building based personnel from the eligibility lists based on the following criteria:
 - a. Overtime assignments from each location's eligibility list will be offered in order. In the event that no employee within the location is available to accept an overtime assignment, the Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, will make the offer to the employee next in line on the master eligibility list. These offers will be made based on previously accrued hours. The recorded hours will include both accepted and rejected overtime.
 - b. If an employee is unable to accept an offer of overtime because the overtime is scheduled during his/her regular work shift or he/she is on vacation, his/her eligibility on the list shall be retained and he/she shall be offered the next available overtime assignment.
 - c. Employees may work an overtime assignment immediately preceding or following their regular work shift.
 - d. Offers of overtime will generally be made in advance of the overtime work period and will allow the Supervisor of Buildings & Grounds, or Assistant Supervisor of Buildings and Grounds, to contact the eligible employee. The Supervisor or Assistant Supervisor should attempt to contact the eligible employee twice; however, if a time constraint exists, only one contact attempt is required. No attempt shall be made to contact an employee for overtime while he/she is on vacation (including the weekends before and after the vacation period) unless an emergency condition exists.
 - e. The eligibility list shall be strictly followed for the assignment of overtime unless the assignment requires specialized training or licensing (i.e., snow plow operations, etc.). The Supervisor or Assistant Supervisor reserves the right to offer specialized overtime assignments only to qualified personnel. These specialized offered assignments, however, shall be recorded on the overtime records of the offered employees.
 - f. The designated person in each location shall keep record of each overtime assignment with respect to the employee taking the assignment and the nature of the assignment. This record shall be submitted to the Supervisor of Buildings & Grounds bi-monthly.

The Supervisor of Buildings & Grounds shall, in turn, submit a district-wide record of overtime to the Business Administrator and the Association President monthly.

ARTICLE VII - FEE PAYMENTS

- A. Head Custodians and Assistant Head Custodians must have a Fireman's License - Black Seal. New custodians must obtain a fireman's license within one (1) year of appointment. If scheduling of the license examination or other occurrence results in a valid reason to claim a delay or impediment to the obtaining of a license within one (1) year, the Association may request an extension of time, not to exceed an additional one (1) year.
- B. The Board of Education shall pay for the initial and renewal fees for:
 - (1) Fireman's License - Black Seal
 - (2) Boiler Course Tuition (Retroactive to July 1, 1978)
 - (3) CDL testing and Criminal History check renewal fees.
 - (4) All job related drug testing and as required by law.

ARTICLE VIII - PROMOTIONS AND TRANSFERS

- A. When a new position is established, or a vacancy occurs in an existing position established on the Salary Schedule, notice of the vacancy will be posted in all buildings.

When a vacancy occurs in a position which is not covered on the Salary Schedule, a reasonable attempt shall be made to individually notify all personnel in the area of vocational interest, and they shall be given an opportunity to indicate whether or not they are interested in this position.
- B. All qualified employees shall be given adequate opportunity to make application for vacant positions and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to qualifications, including but not limited to experience, technical skills and the physical ability of the employee to perform the job requirement.
- C. Seniority will be considered in the event of two or more employees possessing equal qualifications.
- D. Exceptions to this article may be made by decision of the Board of Education. Such exceptions shall be noted in writing to the Association President that the Board is contemplating such action.

ARTICLE IX - EMPLOYEE EVALUATIONS

- A. All monitoring or observation of the work performance of an employee shall be conducted openly. The employee shall be notified of the day and time that he/she was monitored or observed in the employee's evaluation.

The Principal and Supervisor of Buildings and Grounds shall jointly conduct evaluations of custodians assigned to school buildings. The Supervisor of Buildings and Grounds shall make evaluations of employees not assigned to school buildings. The Maintenance Foreman shall evaluate the maintenance staff. The Supervisor of Transportation shall evaluate the bus drivers.

Non-tenured employees will be evaluated in October, January and March. Tenured employees will be evaluated in November and March. All completed evaluations shall be submitted to the Business Administrator and Director of Human Resources by the 30th day of the month following the month in which the evaluation is made. The March evaluation shall constitute the written annual evaluation summary.

All employees will be provided with a minimum of one (1) written evaluation per year by April 30 of the year. Said written evaluation shall be based upon at least two (2) monitoring periods or observations on separate days.

- B. All written evaluations shall become a part of the employee's permanent record. Therefore, all

employees shall be permitted to review written evaluations and have a conference with the evaluator before the evaluation is forwarded to the Business Administrator.

- C. A copy of the written evaluation shall be presented to the employee within ten (10) working days after its completion. Each employee shall have the right to respond in writing to any part of the evaluation within five (5) working days of its receipt by the employee and said response shall be made a part of the permanent record of the employee.
- D. The employee and the evaluator, Principal or Supervisor of Buildings and Grounds, shall have a conference following the submission of the evaluation to the employee. The conference shall occur within ten (10) working days of the receipt of the evaluation by the employee. The employee shall have the right to waive review of the written evaluation and the conference.
- E. The written annual evaluation summary is to be signed by both the evaluator and the evaluated employee within ten (10) working days of its receipt by the employee. If the employee refuses to sign the annual evaluation, the evaluation will still become part of his/her permanent personnel file.

ARTICLE X - INSURANCE PROTECTION

- A. The Board shall provide Health Insurance for each eligible employee in this unit and his/her dependents, which includes the benefits indicated below:
 - 1. The Association agrees to accept the School Employees Health Insurance Health Benefits Plan (SEHBP) offered within the district for the 2020-2024 school years. For each employee presently in the employ of the Board who continues for a full fiscal year, the Board shall make payment of insurance premiums to provide coverage for the full twelve-month period, commencing July 1st and ending June 30th.
 - 2. Each employee covered by Part B of Medicare, shall be reimbursed annually by the Board for the premium cost.
- B. Effective July 1, 2012, the Board shall provide health care insurance protection through the New Jersey School Employees' Health Benefits Program or an equivalent plan. Any benefit changes imposed thereafter by the School Employees' Health Benefits Program shall become the new standard level of coverage and the Board shall not be obligated to furnish any additional insurance or otherwise provide additional compensation. Employees may select any available plan without penalty. Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78.
- C. Dental, Optical, and Long Term Disability Plans for 2020-2024 school years - The Board of Education shall cover the annual premium cost for provisions of the 808 Dental, Optical, and Long Term Disability insurance coverage at the 2019-2020 level.
- D. All employees covered by this agreement must have a regularly scheduled workweek of thirty (30) hours or more to be eligible for any benefit package outlined in this Article X.
- E. Effective July 1, 2017, the Board will provide a uniform allowance for three pair of pants, three shirts, and work boots each year. The Association will pick the color.

ARTICLE XI - VACATIONS & HOLIDAYS

- A. Each employee in the negotiating unit covered by this agreement shall be entitled to the following vacation with pay, to be taken subsequent to June 30, 2020 for the first year, June 30, 2021 for the second year, June 30, 2022 for the third year, and June 30, 2023 for the fourth year at the annual rate of pay such employees are receiving at the time such vacations were actually taken. Length of uninterrupted service is defined as: Length of uninterrupted service through June 30, 2021 for the 2020-21 Fiscal Year; through June 30, 2022 for the 2021-22 Fiscal Year; June 30, 2023 for the 2022-23 Fiscal Year; and June 30, 2024 for the 2023-24 Fiscal Year.

Length of Service

Vacation Time

One year or more, but less than six (6) years	2 weeks
Six (6) years or more, but less than Eleven (11) years	3 weeks
After eleven (11) years	One (1) day shall accrue for each year to a maximum of four(4) weeks after sixteen (16) years

- B. Matrons, if required, shall be employed during the period of September 1st through June 30th and shall be entitled to vacation days and conditions as listed in C below, with the exception of Independence Day.
- C. All employees on this salary schedule will be allowed seventeen (17) paid holidays per year. All employees will receive one (1) regular day's pay for any paid holiday under this contract which falls on a day which does not occur within the employee's Flex Week (Work Schedule B employees). Instead of a day's pay, the affected Work Schedule B employee may elect to take an alternate week day (Tuesday through Friday) as a compensatory holiday, subject to scheduling approval by the Business Administrator.
- If one of the aforesaid holidays occurs on a regular work day in the employee's regular work week, the employee will be entitled to that day off with pay. If called in to work on such a holiday, the employee will receive the regular hourly rate for the number of hours worked in addition to a regular day's pay for the holiday.
- D. The Business Administrator may assign employees to work up to five (5) days during the Christmas vacation period (with the exception of Christmas Day and New Years Day). The Business Administrator shall give preference to qualified volunteers prior to making any such assignments.
- E. No employee shall be required to work during a Christmas vacation period if the employee worked during the previous two Christmas vacation periods. Employees required to work during a Christmas vacation period shall receive pay at the rate of two (2) times their regular pay.
- F. The District shall distribute to the employees the School Calendar and School Holidays within ten (10) days of its adoption by the Board.

ARTICLE XII - TEMPORARY LEAVES OF ABSENCE

A. Temporary Leaves of Absence with Pay

The Business Administrator shall grant to any regularly employed person emergency leave for the following reasons:

1. Death in the Family
 - a. Immediate Family, Five (5) days per occurrence
 Husband or Wife,
 Children, Mother or Father,
 Sisters or Brothers
 - b. Other family members Three (3) days per occurrence
 Mother-in-Law or Father-in-Law
 Sisters-in-Law or Brothers-in-Law
 Grandmother or Grandfather
 Grandmother-in-Law or Grandfather-in-Law

Anyone living in the same domicile at the time of death

- c. Death of a relative not a member of the immediate

Family - One (1) day per occurrence

- 2. Personal Business Days/Illness in Family - Three (3) days

- a. (1) Personal business days shall be used for those things which cannot be done by the employee during other than normal work hours.
(2) The Business Administrator or his/her designee reserves the right to require verification of same in order to insure proper and intended use of this provision.
- b. Personal business days may be used by the employee for the reasons of illness in the immediate family.
- c. All such days under this section not utilized during the course of the school year shall accrue as additional sick days and thereby result in each ten (10) month employee being permitted to accrue a maximum of thirteen (13) unused sick days derived from the three (3) days permitted under this section and the ten (10) days otherwise permitted and result in each twelve (12) month employee being permitted to accrue a maximum of fifteen (15) days derived from the three (3) days permitted under this section and the twelve (12) days otherwise permitted.
- d. In addition to such accrual as to sick leave, all personal business days under this section shall accrue as accumulated terminal leave days referred to in Article XIII "Terminal Leave Remuneration Plan" to the maximum limit of three (3) days per employee per year.
- e. The accumulation referred to in the preceding subsection 2, c shall not apply with respect to days attributable to school years which began before July 1, 1987.

- 3. When calculating salary less substitute pay for employees who have used all of their sick days, the amount to be deducted is the cost or estimated cost of a substitute whether or not the substitute is used.

B. Temporary Leave of Absence without Pay

Requests for absence not within the limitations or policies 2a through 2d above may be approved without pay by the Superintendent of Schools for a maximum of three (3) days per employee per year.

- C. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay, in addition to any pay which he received from the State or Federal Government.
- D. Other leaves of absence with or without pay may be granted by the Board upon recommendation of the Superintendent of Schools.
- E. Leaves taken pursuant to Section I above shall be in addition to any sick leave to which the employee is entitled.
- F. All employees may apply for a leave of absence and may also apply for extensions of leaves of absence which are to be given at the discretion of the Board of Education and upon return from a leave of absence employee will be given the same seniority that he or she had at the time that the leave of absence became effective.

ARTICLE XIII - TERMINAL LEAVE REMUNERATION PROGRAM

- A. In order to qualify for terminal leave, employees shall be required to submit their letters of intent at least ninety (90) days prior to the date of retirement.
- B. Upon voluntary termination of employment of a covered employee, age 55 or over, who has been continuously employed by the Fair Lawn Board of Education for at least ten (10) years, a terminal leave shall be made equal to the employee's number of accumulated terminal leave days, multiplied by a daily accumulation rate with maximum payments according to the following schedule:

<u>CONTRACT YEARS</u>	<u>ACCUMULATION RATE</u>	<u>MAXIMUM</u>
<u>2020-2024</u>	\$85 per day	<u>\$10,000</u>

- C. The accumulated terminal leave days shall be 100% of the unused regular sick days plus the applicable unused personal business days as provided in Article XII, Section B. Accumulation of the unused personal business days shall begin on July 1, 1987. Accumulation of the leave of absence days described in Article XII, Section B shall begin with the year of employment or the year beginning July 1, 1987, whichever is later,
- D. All employees covered by this agreement are eligible to participate in this program. Employees employed for less than a full year shall accumulate a pro-rated share of terminal leave days.
- E. The board shall make payment for terminal leave in the form of a check. The lump sum payment for accumulated sick days shall be paid within thirty (30) days of the employee's retirement, but no later than December of the calendar year of retirement.

ARTICLE XIV - BUILDING CHECKS ON WEEKENDS AND DAYS WHEN SCHOOL IS NOT IN SESSION

- A. Building checks will be conducted at the discretion of the administration and may be assigned to the Work Schedule B employee or the head custodian. When the head custodian is unavailable, he may assign another member of his staff to carry out this assignment provided he obtains prior consent of the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds shall not withhold his consent unless, in his judgment, there is a special need for the Head Custodian to conduct the building check on the day in question or there has been excessive number of such assignments in the building during the contract year.

The assigned substitute shall be compensated for one hour at the rate provided for in this agreement.

ARTICLE XV - SAVING CLAUSE

- A. If any provision of this Agreement shall at any time be determined to be contrary to the law, then such provision shall not be applicable, performed or enforced. In such event, all other provisions of this agreement shall continue in effect.

ARTICLE XVI - ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

- A. The Board recognizes that it shares responsibility with the Association for upgrading and updating performance and attitudes.
 - 1. Lodgings and Travel: The Board shall provide for a maximum payment of \$200.00 per person for lodgings and milcage for Association members who are approved to attend workshops, conferences and seminars during the school year, within budgetary limits, upon

recommendation of the Superintendent or his/her designee, and subject to the approval of the Board. Said approval shall be granted or denied within sixty (60) days of a request to attend.

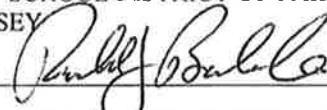
2. **Tuition Reimbursement:** The Board shall pay the cost of tuition for approved courses taken within the employee's area of service. Such tuition shall be within budgetary limits, must be recommended by the Superintendent or his/her designee, and be subject to Board approval. Approval of eligibility to take a course shall be granted or denied within sixty (60) days of a request. Tuition shall be paid as a reimbursement subject to the employee obtaining and documenting a passing grade of A or B or certificate of completion. Tuition reimbursement shall be paid within thirty (30) days of presentation by the employee of the required documentation.
- B. The Board and the Association shall cooperate in arranging in-service courses, workshops and programs designated to improve the quality of the work performed by the Board's employees. Employees shall not receive any additional compensation for participating in any such courses, workshops or programs.
- C. The number of employees attending a total of workshops, conferences and seminars, in any one month at Board expense, shall not exceed two. However, with consent of the Business Administrator, the number of attendees in any given month may surpass two.

ARTICLE XVII - DURATION

- A. The provisions of this Agreement shall be effective as of July 1, 2020 and shall remain in force until June 30, 2024, subject to the right of the Board and the Association to negotiate for a modification of this Agreement.

THE SCHOOL DISTRICT OF FAIR LAWN, NEW JERSEY

By



President, Board of Education

THE FAIR LAWN SCHOOLS CUSTODIANS' ASSOCIATION

By

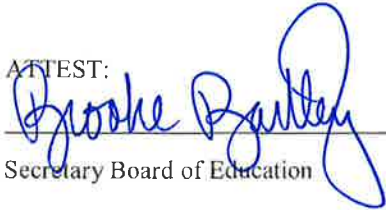


President, FL Custodians' Association

DATE

5/20/20

ATTEST:



Secretary Board of Education

Secretary-Fair Lawn Schools Custodians' Association