



July 1, 2009 – June 30, 2012

A G R E E M E N T

O F

TERMS AND CONDITIONS

O F EMPLOYMENT

B E T W E E N

**THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF BERGEN**

A N D

**THE BERGEN COUNTY VOCATIONAL-TECHNICAL ASSOCIATION OF
CUSTODIAL AND MAINTENANCE PERSONNEL**

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ARTICLE I

RECOGNITION

The Board of Education of the Vocational Schools in the County of Bergen, New Jersey, hereinafter referred to as the "Board", hereby recognizes The Bergen County Vocational-Technical Association of the Custodial and Maintenance Personnel, hereinafter referred to as the "Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all non-certificated personnel within those departments, and classified as Maintenance Personnel, Custodians, Grounds Crew, and Bus Drivers.

ARTICLE II

RECOGNITION OF AGREEMENT AND CERTAIN PREROGATIVES OF THE BOARD

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties, of all negotiable issues which were the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate any 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.
- B. The Board retains and reserves sole jurisdiction and authority over matters of policy and operations. The Board retains the right, subject only to the limitations imposed upon it by the laws of the State of New Jersey, and by the language of this Agreement, to take whatever actions may be necessary to carry out the mission of the school district. The Board retains the right to (a) direct employees of the school district; (b) hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) relieve employees of duty because of lack of work, performance concerns, or because of other legitimate reasons; (d) maintain efficiency of the school district operations entrusted to them; (e) determine the methods, means, and personnel by which such operations are to be conducted; (f) establish reasonable work rules; and (g) take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- C. The Association agrees that during the term of this Agreement, neither it nor any of its officers, employees, or members, will engage in, encourage, support, or suggest any strike, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, destructive picketing, or any other similar actions, which would involve suspension of or interference with the normal work, both of the Board and the Association.
- D. The parties agree to follow the procedures set forth in this Agreement, and to use no other channels or procedures to resolve any questions or proposals until the procedures set forth in this Agreement have been fully and completely exhausted. If, after such procedures have been fully and completely exhausted, a question remains unsolved, other avenues may be utilized by either party in exercising and enforcing their respective rights according to law and in accordance with due process of law, provided any such remedies are available at that time.
- E. The purpose of this Agreement is to define the terms and conditions of employment of all employees represented by the Association for the three (3) year period commencing July 1, 2009 and terminating June 30, 2012.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

The President of the Association, or his/her officer-designee, will be granted a total of five (5) days or equivalent annually for official Association business. Additional time may be granted at the discretion of the Superintendent of Schools or his/her designee.

- B. Adequate prior notice on the request for leave form shall be submitted to the immediate supervisor. Emergency situations shall be determined by mutual consent of the Superintendent of Schools and the Association President.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS—A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decision affecting an employee or a group of employees.

B. PURPOSE—The purpose of this procedure is to secure, at the lowest possible level, a resolution of the problems, 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 procedure.

C. PROCEDURE—A grievance to be considered under this procedure must be initiated and filed in writing within thirty (30) working days from the time when the grievant knew of its occurrence. If not filed within said time period, it shall be deemed waived and abandoned, unless the parties, by mutual written agreement consent to an additional period of time. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

Representatives for the grievant shall provide their services before or after working hours or utilize personal or vacation daytime unless otherwise agreed to in advance by the Administration.

D. LEVEL ONE—Custodial and Maintenance Manager or his/her designee.

E. LEVEL TWO—Superintendent or his/her designee.

If the grievance has not been resolved within ten (10) calendar days after the matter was presented at Level One, the employee may file the grievance with the Superintendent's office for a decision.

F. LEVEL THREE—Board of Education

If the employee determines that the grievance has not been satisfactorily resolved at the prior level, he/she may request, in writing, a hearing before a quorum of the Board.

G. LEVEL FOUR—Arbitration

1. In the event of an impasse at Level Three, either Party may, within fifteen (15) calendar days thereafter, submit the grievance to an arbitrator whose recommendation shall be binding.

2. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said person 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 Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

3. The arbitrator selected shall confer with the representatives of the Board and the Association, and hold hearings promptly, and shall issue his/her recommendation not later than twenty (20) days from the date of the close of the hearings, or if all hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall without power or authority to make any decision which requires the commission or an act prohibited by law, or which is in violation of the terms of this agreement. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to it or subtract anything from the Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and Association.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

H. RIGHTS OF EMPLOYEES

An employee of the Association may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected by him/her.

While the disposition of the grievance is being determined, the grievant will continue service under the direction of the Administrator or Supervisor, and will not refuse to follow administrative or Board policies or directives on the grounds that a grievance has been instituted.

- I. MISCELLANEOUS—All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant or his designated or selected representative, the designated representatives of the Board and members of the Board as may be appropriate. The meeting may be opened to the public provided the grievant notifies the Board, in writing, of his/her desire to have the meeting open to the public.

ARTICLE V

SALARY, WORK HOURS, AND EMPLOYEE OBLIGATIONS

A. PROBATION

1. All employees shall be considered as probationary employees during their first six (6) months of employment. Salary for said employee shall be based on the Custodial/Maintenance Salary Guide. Probationary employees shall receive all entitlements as provided in this contract except as limited by Paragraph C of this provision and ARTICLE XX—EMPLOYEE RIGHTS.

The Board of Education will have the option of adjusting the salary of the new "regular employee" within thirty (30) days after the six (6) month probationary period, up to a maximum of Step 7. Placement above this level must be by mutual agreement with the President of the Association and the Superintendent or his/her designee.

- B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.
- C. If a probationary employee quits or is discharged prior to completing his/her probationary period, he/she shall be entitled to any earned vacation time. Five (5)-day termination notice shall be given to probationary employees.
- D. The salaries of custodial and maintenance personnel shall be increased as reflected on attached salary guides A, B, C and D.

Custodians M—1 M—2

M—1 includes Maintenance Personnel with general repair and maintenance skills and grounds keeping skills.

M—2 Maintenance Personnel must meet all of the following criteria:

- a) Demonstrate advanced trade skills and one or more of the following: electrical, HVAC, plumbing, or carpentry.
- b) Possess certificates, licenses, or proof of successful completion of courses approved by the Custodial and Maintenance Manager or his/her designee. Licenses to be utilized by the District.
- c) Have a minimum of two (2) years of employment with the District.
- d) Have satisfactory performance evaluation(s) with the District.
- e) Have no more than four (4) days absence per year during the preceding two (2)-year period. The Custodial and Maintenance Manager may waive this requirement.

Maintenance personnel meeting the above qualifications and who wish to be classified M-2 must submit their requests and supporting documentation to the Custodial and Maintenance Manager by May 15th of each year for the reclassification to be effective the following school year.

- E. Each employee shall be classified as either "full-time" or "hourly."
- F. The beginning of the school district workweek shall be Monday at 6:00 a.m. or 7:00 a.m.; however, an employee may commence work at any other times that may be agreed to in writing. In such a case, compensation for the change in work hours will be prorated based upon the approved amount for the next shift except in those cases when the change is requested by the employee.
- G. A full-time employee may be scheduled to work a day shift (1st shift) between 6:00 a.m. and 2:00 p.m. or 7:00 a.m. and 3:00 p.m., or an evening shift (2nd shift) between 3:00 p.m. and 11:00 p.m., or a night shift (3rd shift) between 6:00 p.m. and 2:00 a.m., or a split shift between 10:00 a.m. and 6:00 p.m., 11:00 a.m. and 7:00 p.m. and 12:00 p.m. and 8:00 p.m. including Bus Drivers scheduled between 1:00 p.m. and 9:00 p.m. and may be scheduled to normally work any five (5) days of one (1) school district workweek which may include Saturday and/or Sunday.

- H. Eight (8) hours shall constitute a work day inclusive of a thirty (30) minute lunch period and forty (40) hours shall constitute a normal workweek for which the employee shall receive regular or straight time.
- I. Except for those Custodial/Maintenance Personnel hired on or after July 1, 2006, the regular workweek, during the month of July, shall be four (4), seven and one-half (7 ½) hour days for a total of thirty (30) hours. Any workweek beyond thirty (30) hours per week during the month of July shall be compensated at the normal overtime rates.

Custodial/Maintenance Personnel hired after July 1, 2006, will work a five (5) day workweek during the entire year.

- J. Overtime hours shall be offered on a rotating basis to all employees in alphabetical order by C1, M1 and M2 classifications. Availability of overtime is determined by the Custodial/Maintenance Supervisor. If the Custodial/Maintenance Supervisor offers employee overtime and the employee does not accept or is not available for a job the Custodial/Maintenance Supervisor contacts the next employee on the rotation.

Overtime is not offered again until all other employees have had an opportunity to accept or reject overtime work. In the event no employee accepts overtime on a voluntary basis, it will be the responsibility of the Custodial/Maintenance Supervisor to assign the overtime work to employee(s).

Time and one-half (1½) shall be paid for all time required to be worked by the Board or by the employee's immediate Supervisor, in excess of forty (40) hours per week.

If an employee is called back to work after regular hours, travel time will be included in the calculation of overtime.

- K. Double time shall be paid to full-time employees, who are required to work at the direction of the Board or by their Supervisor or his/her designee, and to work overtime on a Sunday, other than when Sunday is a regularly scheduled working day for the employee.
- L. When an employee is absent from work on sick leave, each day's sick leave shall be considered as a day worked when computing overtime pay.
- M. Any employee whose initial date of employment occurs on or before December 31st of any year shall be entitled to a full increment. Any employee whose initial date of employment occurs on or after January 1st of any year shall not be entitled to an increment. The same rule shall apply as it relates to the payment of longevity. Custodial/Maintenance employees must work six (6) months and one (1) day in the previous school year to be considered for step increment for the following year.
- N. Painting and minor repairs are considered a custodial function and when assigned or necessary, will be performed by anyone covered by this contract without additional compensation.
- O. Employees shall be granted two (2), fifteen (15) minute breaks and one (1), five (5) minute wash-up period daily per shift. Such times shall be scheduled at the discretion of the Custodial and Maintenance Manager or his/her designee. The fifteen (15) minute break period is all-inclusive. No additional time shall be granted for travel time to and from work area to break area.
- P. Custodial and Maintenance Personnel assigned overtime in the Auditorium will also be assigned a project elsewhere in the school. The Stage Manager will have priority in determining when the presence of the Custodian is needed in the Auditorium.

ARTICLE VI

ADDITIONAL COMPENSATION

- A. **Bus Drivers:**
Custodians assigned to drive school buses shall receive an additional yearly compensation as set forth in Schedule D. Custodians assigned to drive school buses must possess a Commercial Drivers License with an S, P and Air Brake Endorsement as required by the New Jersey Motor Vehicle Commission.
- B. **Black Seal License:**
Employees required to have a Black Seal License shall be paid at the rate per year above his/her base salary as set forth in Schedule D.
1. All employees shall be required to obtain a Black Seal License within one (1) year of date of employment. Failure to acquire this License or maintain a current Black Seal License may be, at the discretion of the Board of Education, cause for dismissal with thirty (30) days' notice, regardless of any other terms of contract.
 2. Employees, hired on or after July 1, 2006, obtaining a Black Seal License during the term of this Agreement shall be paid the sum of two hundred (\$200.00) dollars per year.
 3. Employees who are required to utilize their Black Seal License on a daily basis to monitor the boiler of their assigned facility shall be paid the additional sum of seven hundred and fifty (\$750.00) dollars per year.
 4. The total compensation for any employee who utilizes their Black Seal License shall not exceed nine hundred and fifty (\$950.00) dollars.
 5. The Board of Education will pay for the Black Seal license and renewal of same. The Board of Education will reimburse the employee upon receipt of the appropriate documentation, to the Custodial and Maintenance Manager or his/her designee.
 6. Said payment for Black Seal License shall be made, however, a) only after the License has been posted in the appropriate area as designated by the Custodial and Maintenance Manager, and b) when employees are designated by the Custodial and Maintenance Manager to utilize said license. This restriction shall not affect those persons presently receiving additional compensation for the posted Black Seal License.
- C. **Differential for Evening (2nd shift), Night (3rd shift), and Weekend Shifts:**
Employees scheduled to normally work on the evening (2nd shift), night (3rd shift), or weekend shifts shall be paid at the rate per year in addition to their base pay as set forth in Schedule D.
- D. **Differential for Split Shifts:**
An employee whose work hours start from 10:00 a.m. and 6:00 p.m., 11:00 a.m. and 7:00 p.m. and 12:00 p.m. and end at 8:00 p.m. or Bus Drivers who start at 1:00 p.m. and end at 9:00 p.m. shall be regarded as a split shift employee and as such will be compensated at the shift differential pay as set forth in Schedule D.
- E. **Crew Chiefs:**
A person assigned the responsibility of Crew Chief shall be paid at the rate per year in addition to his/her base pay as set forth in Schedule D.

- F. Other Additional Compensation:
Additional compensation for evening (2nd shift), night (3rd shift) and weekend shift, Bus License, Crew Chief, Black Seal License, and service adjustment shall be compensated as part of the salary for both pension and overtime purposes.

ARTICLE VII

SICK LEAVE AND PAYMENT OF ACCUMULATED SICK DAYS AT RETIREMENT

All regularly employed twelve-month personnel shall be entitled to twelve (12) days of pro-rated sick leave per year with full pay.

All unused days shall be accumulated.

If the personal illness exceeds the amount of accumulated sick leave, the Board, by special action may grant additional sick leave.

A medical doctor's certificate may be required for absences caused by personal illness for more than three (3) consecutive days.

Custodial and Maintenance employees who retire and have rendered five (5) years or more of service to the District shall be paid for the unused accumulated sick leave days based upon the following formula:

One-half (1/2) of accumulated sick days times \$100.
Maximum payment to any one employee to be \$8,500.

In the event of death of an employee, the Board shall make payment to the employee's estate.

Notice of Absence

The employee must notify the Custodial and Maintenance Manager or his/her designee, three (3) hours before his/her shift begins of any illness, injury, job related injury, or reason of emergency of a serious nature which will prevent the employee from working his/her regular-scheduled hours. Such notices shall be given by calling the Custodial and Maintenance Manager or his/her designee. At the time of notification of absence, the employee must state the reasons for his/her absence and the exact date or dates of anticipated absence. In the event of the failure by an employee to give such notice, the employee shall, within twenty-four (24) hours of his/her return to work, provide to the Custodial and Maintenance Manager or his/her designee a statement in writing of the reasons for the absence in question. Failure of the employee to give such latter statement in writing within three (3) working days, shall result in the forfeiture by the employee of his/her per diem rate of pay for the absence in question.

ARTICLE VIII

OTHER LEAVES

A. Absence for Communicable Disease

1. There will be no deduction for pay or sick leave time for employees absent by reason of communicable disease caused by a member of his/her family or household, if supported by a certificate from a Health Department.
2. The regular sick leave policy deductions shall be applied where communicable disease is due to the illness of the employee.

B. Absence for Jury Duty

An employee who must be absent because of jury duty shall be compensated at full salary less compensation received for such service.

C. Absence for Court Subpoena

There will be no deduction in salary for any employee who is absent by reason of a court subpoena.

D. State of Emergency

No deduction in salary shall be made for any employee who is absent by reason of travel restrictions due to national, state, or local states of emergency declared by the President of the United States, the Governor of New Jersey, or the County Executive of Bergen County.

ARTICLE IX

EMERGENCY LEAVE WITH PAY EXCLUSIVE OF SICK LEAVE

The Superintendent of Schools or his/her designee may grant to any regularly employed employee, emergency leave each year for the following reasons:

A. Death in the immediate family—four (4) consecutive days. The immediate family shall be defined as:

Husband or Wife
Children
Mother or Father

Brothers or Sisters

Mother-in-law or Father-in-law

Grandparents

Other relatives, if living in the same domicile at time of death

B. Death of a relative not a member of the immediate family—one (1) day.

Maximum two (2) days per year.

C. Personal business or religious reasons—four (4) days leave of absence for personal business that necessitates employee's presence requiring their absence during assigned hours for the following reasons will require no further explanation:

Religious	Legal business
Health problems of a child or spouse	Death of a friend

The Superintendent of Schools or his/her designee for good cause may grant other leaves for personal reasons.

A personal business day cannot be taken during the five (5) days prior to the closing of school, or the five (5) days prior to the start of school, nor immediately before or after any school holiday or vacation. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools or his/her designee may be granted.

ARTICLE X

MAJOR PHYSICAL EXAMINATIONS

The Board, upon recommendation of the Superintendent or his/her designee, will reimburse a member of the Association for the cost of a physical examination, providing such reimbursement does not exceed \$250. Payment will be made only

upon presentation of medical insurance reimbursement form (Explanation of Benefits) and a physician's receipt submitted no later than ninety (90) days following the date of examination.

ARTICLE XI

HEALTH BENEFITS

EMPLOYEES HIRED JANUARY 1, 1992, OR THEREAFTER

The parties agree that, medical insurance will be provided through the New Jersey School Employees Health Benefit Program.

- A. New employees hired January 1, 1992, and thereafter shall receive the following health benefits subject to all of the rules and regulations of the New Jersey State Health Benefits Program, or its equivalent, as administered by the New Jersey Division of Pensions and Benefits:
 - a) Year one (1) of employment-
 - 1. State Health Benefits Plan or its equivalent
 - 2. Dental/Orthodontic Services
 - 3. Prescription \$5.00 co-pay
 - b) Year two (2) of employment-
 - 1. Benefits as set forth for year one (1), and
 - 2. Vision Care
- B. Each of the above plans will be based on family coverage.
- C. Any employee whose initial date of employment occurs on or before December 31 of any year shall be considered as having completed a full year of employment, and accordingly shall be eligible effective July 1 for year two (2) health benefits.
- D. Any employee whose initial date of employment occurs on or after January 1 of any year, shall not be considered as having completed the first year of employment, and accordingly shall receive as of July 1 year one (1) health benefits.

EMPLOYEES HIRED PRIOR TO JANUARY 1, 1992

Dental Insurance

The Board shall provide for each employee and eligible family members, a dental plan administered by a company chosen by the Board with the following coverage:

- Maximum benefit per individual per policy year—\$1,500, no deductible
- Co-insurance on preventive and diagnostic services—100%
- Remaining Basic Services—100%
- Prosthodontic Services—80%
- Orthodontic Services—50% (with a maximum payment amount of \$2,000)

Prescription Insurance

The Board shall provide and pay the cost of prescription drug insurance for each regularly employed full-time employee of this Association subject to all of the rules and regulations of the program and such coverage for each employee shall include the employee and eligible family members with a \$1.00 per prescription deductible.

Vision Care Insurance

The Board shall provide and pay the cost of Vision Care Insurance for each regularly employed full-time employee twenty (20) hours per week or more, subject to all of the rules

and regulations of the program and such coverage for each employee shall include the employee and eligible family members.

Disability

The Board shall provide and pay the cost of disability for each regularly employed full-time employee twenty (20) hours per week or more, subject to all of the rules and regulations of the program, sixty percent (60%) of monthly base (\$2,500 maximum) ninety (90) days elimination period or accumulated sick days whichever is greater. Three percent (3%) cost of living adjustment shall not be provided by the insurance carrier. However, the Board shall provide the three percent (3%) cost of living adjustment subject to the following conditions:

1. Eligibility

An insured will be eligible for cost of living adjustments if he:

- a) Is receiving benefits on July 1; and
- b) Has been disabled for one (1) complete calendar year.

The insured will be eligible for additional cost of living adjustments on each subsequent July 1 if she/he is continuously receiving benefits.

2. Adjustment Amount

The insured's net monthly benefit will be increased by three (3%) percent. Each adjustment will be added to the insured net monthly benefit and will be paid monthly.

3. Maximum Monthly Benefit

Cost of living adjustment increases are not subject to the maximum monthly benefit.

E. Enrollment

Insurance as provided in paragraphs A, B, C, and D of this Article shall commence at the first enrollment period following the appointment of an employee in accordance with the rules and regulations of the program. Each employee shall be solely responsible for completing all prescribed enrollment application forms, and/or changes in enrollment status, in accordance with the rules and regulations of the programs.

ARTICLE XII

VACATION LEAVE

- A. After 1 year of employment 7 days
After 2 years of employment..... 10 days
After 5 years of employment..... 15 days
After 8 years of employment..... one additional day
of leave will be granted per year up to a maximum of twenty-two (22) days per year.

B. All employees can carry over up to five (5) vacation days into the next school year.

C. The Custodial and Maintenance Manager or his/her designee reserves the right to approve vacation days depending on the available work force and the needs of the District. For a vacation of a week or more in duration a written request of the employee's vacation schedule shall be submitted to the Custodial and Maintenance Manager no later than April 1st. Vacations to be granted as – first (1st) requested – first (1st) honored. Confirmation of such requests shall be given within fourteen (14) days of submission.

D. For a vacation of less than one (1) week, a written request shall be filed with the Custodial and Maintenance Manager at least (3) weeks in advance of the intended vacation time. Persons employed for less than six (6) months or individuals terminating employment in the District shall have vacation days prorated except for probationary employees.

ARTICLE XIII

HOLIDAYS

- A. Employees will be provided a minimum of twenty (20) paid holidays per the Board of Education approved school calendar.
- B. Employees shall be given notice on or before September 30 which days shall be designated as winter Board of Education days.
- C. Employees shall be given notice on or before January 1 which days shall be designated as the spring Board of Education days.
- D. Full-time employees required to work on any of the following days because school is in session shall be granted one (1) day of compensatory time off, and such compensatory days shall be determined by the Administration:

- | | |
|-------------------------------|-------------------------------------|
| Martin Luther King's Birthday | Election Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Day following Thanksgiving |
| Good Friday | *Winter Board of Education Days (3) |
| Columbus Day | *Spring Board of Education Day (1) |
- *To be determined by the Superintendent of Schools

- E. Full-time employees required to work on any of the above holidays, when school is not in session, shall be paid at the rate of time and one-half (1 ½) for actual hours worked on said holiday in addition to regular pay.
- F. When a full-time employee is required to work on any one of the following holidays, he/she shall receive double time for actual hours worked on said holidays in addition to regular pay:

- | | |
|----------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

When any Board approved holiday falls on a Saturday, the previous day (Friday) shall be considered the Board approved holiday. When any Board approved holiday falls on a Sunday, the following day (Monday) shall be considered the Board approved holiday.

When any Board approved holiday falls on a day during an employee's normal work week, it shall be counted as a day worked computing his/her overtime.

The administration will make every effort to provide for early release on all campuses.

ARTICLE XIV

SCHOOL CLOSING OR EARLY RELEASE DUE TO INCLEMENT WEATHER

The Superintendent of Schools or his/her designee shall have sole discretion as to the early release of staff from any shift for reasons of inclement weather. Such release shall not be credited to employees assigned to other shifts or to persons who are on vacation or other leave on the day when such early release was granted.

All Custodial, Maintenance, Bus Driver, and Grounds Crew personnel will be expected to report for work as usual on scheduled days and hours when school is closed because of inclement weather.

The Custodial and Maintenance Manager or his/her designee is authorized to modify work schedules when an emergency situation occurs or when school is closed due to inclement weather. The Custodial and Maintenance Manager as designee of the Superintendent of Schools will contact Association members when school is closed during the week, including weekends and holidays due to inclement weather.

When schools are closed due to inclement weather, employees who report for work will be provided an additional vacation day as well as compensation for working the inclement weather day.

Employees requested to report on another shift that refuse or are unable to do so will be charged one (1) day of personal leave.

When schools are closed due to inclement weather, employees who report for work will be provided an additional vacation day as well as compensation for working the inclement weather day.

ARTICLE XV

PROTECTIVE SAFETY GLASSES

The Board shall provide new protective safety glasses for members of the Association, which may be required by the provisions of OSHA. Said glasses shall at all times remain the property of the Board and shall remain on the premises of the school when not being used by an employee during the hours of employment.

ARTICLE XVI

SENIORITY CLAUSE

- A. School district seniority for employees shall be defined as service by said employee in the school district. Seniority shall accrue from the initial date of employment and shall continue to accrue during summer periods for employees not working during said periods.

An appointed employee shall lose all accumulated school district seniority only if she/he resigns, is discharged for cause, or non-renewed, irrespective of whether she/he is subsequently rehired by the school district.

- B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or district relocation, the employee shall be laid-off in the inverse order of seniority of the employee within his/her column classification.
- C. In the event that a vacancy occurs in the classification of his/her last employment, or in a lesser classification, a laid-off employee shall be entitled to recall thereto, for a period up to the end of the following school year, in the order of his/her school district seniority. This does not apply to employees that are non-renewed.

ARTICLE XVII

DUTY FREE LUNCH PERIOD

Members of the Association are entitled to a duty free lunch period; however, members of the Association may be required to perform services, even during their duty free lunch period, in the event of an emergency situation. Said emergency situation shall be determined and certified by the Principal or his/her designee of the school and in the event a member was required to work or to perform services during his/her free lunch period, said member shall be compensated by receiving compensatory time off as determined by the Custodial and Maintenance Manager.

ARTICLE XVIII

UNIFORMS

All members of the Association shall be required to wear the prescribed custodial or maintenance uniform at all times while working, including bus drivers. ID badges shall be considered a part of the uniform. Both the uniforms and the ID badges must be visible at all times while on school grounds. If members of the Association are not in uniform when they show up for work, they shall be sent home without pay.

The Board of Education shall provide each employee with:

1. Three (3) uniforms annually; Employees hired on or after July 1, 2009 shall receive five (5) uniforms during their first (1st) year of employment.
2. One (1) pair of safety shoes annually;
3. Rain gear consisting of jacket, pants, and hood;
4. Snow boots and gloves for those employees required to accomplish snow removal;
5. Staff shall then have the option of annually choosing either #3, #4, or a winter parka or a lightweight jacket with BCTS identification; and
6. Uniforms shall be delivered on or about September 1st of each year.

During July and August custodial and maintenance staff shall wear the uniform shirt and I.D. badge and may wear shorts appropriate to the work environment.

In addition to the Board of Education providing the items set forth herein, the Board of Education shall reimburse each employee the sum of six hundred fifty (\$650) dollars each year as a uniform maintenance allowance. This sum shall be payable semi-monthly and pro-rated, if applicable.

ARTICLE XIX

REDUCTION IN FORCE, NOTICE OF DISMISSAL/NON-RENEWAL, AND RESIGNATION

A. Reduction in Force (RIF):

In the event the Board should desire to have a reduction in force of personnel, the Board is required to give the employee or employees thirty (30) days written notice of their dismissal from their employment.

B. Dismissal or Non-renewal:

An employee's contract may at any time be terminated by either party giving to the other thirty (30) days notice in writing of intention to terminate same. An employee's contract may be non-renewed by Board action giving to the other thirty (30) days notice in writing of intention to non-renew.

C. Resignation:

In the event an employee should decide to resign from his/her employment, then said employee is likewise obligated to give the Board a written notice thirty (30) days in advance of the anticipated date of resignation. Failure to give such written notice of resignation shall result in the forfeiture of all rights of the employee to any accrued vacation payment benefit.

ARTICLE XX

EMPLOYEE RIGHTS

No employee shall be discharged, disciplined or reprimanded, reduced in rank or compensation, or deprived of any advantage, without just cause and due process. Termination notice is thirty (30) days. This provision excludes probationary employees.

ARTICLE XXI

LEAVES OF ABSENCE

Upon recommendation of the Superintendent of Schools or his/her designee, Custodial or Maintenance Employees shall be granted a maximum of one (1) year leave of absence without pay subject to the following conditions:

1. The employee must have five (5) or more years of employment in the district.
2. Only a full year commencing July 1 and terminating on June 30 will be granted. Exceptions as to the time frame of the leave may be granted in emergency situations by the Superintendent of Schools or his/her designee.
3. The employee on leave shall give no less than two (2) months notice as to either his/her intent to return or terminate their employment in the District.
4. The School Business Administrator shall hold two (2) weeks salary, which shall be released to the employee when the aforementioned notice is complied with. Such funds shall not be subject to interest payment by the Board.

ARTICLE XXII

NEGOTIATIONS

The Board and the Association agree to enter into collective negotiations pursuant to all applicable New Jersey Statutes and Codes in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate.

Such negotiations shall begin at a mutually agreeable time but no later than thirty (30) days following a request by either party to begin negotiations, unless said time limit is waived by mutual consent.

This agreement shall not be modified, changed, or altered in whole or in part by the parties, except by way of a successor agreement in writing duly signed by the proper parties.

ARTICLE XXIII

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the cost of services rendered by the Association as majority representative.

B. Amount of Fee

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. The representation fee to be paid by non-member will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check to said employee during the membership year in question and promptly forward same to the Association.

E. Procedure

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

ARTICLE XXIV

DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees in accordance with all applicable New Jersey Statutes and Codes and under rules established by the State Department of Education.

ARTICLE XXV

SEPARABILITY

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

ARTICLE XXVI

PRINTING OF AGREEMENT

The Board and the Association agree to equally share the cost of printing one hundred and fifty (150) contracts. The Agreement shall be presented to all Custodial and Maintenance Personnel now employed or hereafter employed by the Board.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

Bergen County Technical Schools

Schedule A

Custodial/Maintenance Salary Guide

July 1, 2009 – June 30, 2010

	C1	M1	M2	
Step				Step
1	\$34,198	\$41,098	\$42,093	1
2	\$35,438	\$42,338	\$43,333	2
3	\$36,678	\$43,578	\$44,573	3
4	\$37,918	\$44,818	\$45,813	4
5	\$39,158	\$46,058	\$47,053	5
6	\$40,398	\$47,298	\$48,293	6
7	\$41,638	\$48,538	\$49,533	7
8	\$42,878	\$49,778	\$50,773	8
9	\$44,118	\$51,018	\$52,013	9
10	\$45,358	\$52,258	\$53,253	10
11	\$46,598	\$53,498	\$54,493	11
12	\$47,838	\$54,738	\$55,733	12
13	\$49,078	\$55,978	\$56,973	13
14	\$50,318	\$57,218	\$58,213	14
15	\$51,558	\$58,458	\$59,453	15
16	\$52,798	\$59,698	\$60,693	16

Steps 1 through 6 are probationary period

Service adjustments shall be as follows:

After fifteen (15) years of continuous service with the BCTS - \$1,000

After twenty (20) years of continuous service with the BCTS - \$1,500

Annual increases in salary and reappointments shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

Bergen County Technical Schools

Schedule B

Custodial/Maintenance Salary Guide

July 1, 2010 – June 30, 2011

	C1	M1	M2	
Step				Step
1	\$36,273	\$43,273	\$44,273	1
2	\$37,513	\$44,513	\$45,513	2
3	\$38,753	\$45,753	\$46,753	3
4	\$39,993	\$46,993	\$47,993	4
5	\$41,233	\$48,233	\$49,233	5
6	\$42,473	\$49,473	\$50,473	6
7	\$43,713	\$50,713	\$51,713	7
8	\$44,953	\$51,953	\$52,953	8
9	\$46,193	\$53,193	\$54,193	9
10	\$47,433	\$54,433	\$55,433	10
11	\$48,673	\$55,673	\$56,673	11
12	\$49,913	\$56,913	\$57,913	12
13	\$51,153	\$58,153	\$59,153	13
14	\$52,393	\$59,393	\$60,393	14
15	\$53,633	\$60,633	\$61,633	15
16	\$54,873	\$61,873	\$62,873	16

Steps 1 through 6 are probationary period

Service adjustments shall be as follows:

After fifteen (15) years of continuous service with the BCTS - \$1,000

After twenty (20) years of continuous service with the BCTS - \$1,500

Annual increases in salary and reappointments shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

Bergen County Technical Schools

Schedule C

Custodial/Maintenance Salary Guide

July 1, 2011 – June 30, 2012

	C1	M1	M2	
Step				Step
1	\$36,285	\$43,370	\$44,485	1
2	\$37,630	\$44,715	\$45,830	2
3	\$39,025	\$46,110	\$47,225	3
4	\$40,420	\$47,505	\$48,620	4
5	\$41,815	\$48,900	\$50,015	5
6	\$43,210	\$50,295	\$51,410	6
7	\$44,605	\$51,690	\$52,805	7
8	\$46,000	\$53,085	\$54,200	8
9	\$47,395	\$54,480	\$55,595	9
10	\$48,790	\$55,875	\$56,990	10
11	\$50,185	\$57,270	\$58,385	11
12	\$51,580	\$58,665	\$59,780	12
13	\$52,975	\$60,060	\$61,175	13
14	\$54,370	\$61,455	\$62,570	14
15	\$55,765	\$62,850	\$63,965	15
16	\$57,160	\$64,245	\$65,360	16

Steps 1 through 6 are probationary period

Service adjustments shall be as follows:

After fifteen (15) years of continuous service with the BCTS - \$1,000

After twenty (20) years of continuous service with the BCTS - \$1,500

Annual increases in salary and reappointments shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

Bergen County Technical Schools

Schedule D

Custodial/Maintenance Salary Guide

July 1, 2009– June 30, 2012

BUS DRIVER	\$950
BLACK SEAL LICENSE Hired prior to 7/1/06	\$950
Hired on or after 7/1/06	\$200 (Obtained)
	\$750 Additional (Utilized)
CREW CHIEF	\$1797
SHIFT DIFFERENTIAL	
2 nd Shift (Evening) 3:00 p.m. - 11:00 p.m.	\$767
3 rd Shift (Night) 6:00 p.m.- 2:00 a.m.	\$1,066
Split Shift 10:00 a.m. – 6:00 p.m. 11:00 a.m. – 7:00 p.m. 12:00 p.m. - 8:00 p.m. or 1:00 p.m. – 9:00 p.m.	\$767
Weekend Shift	\$290

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