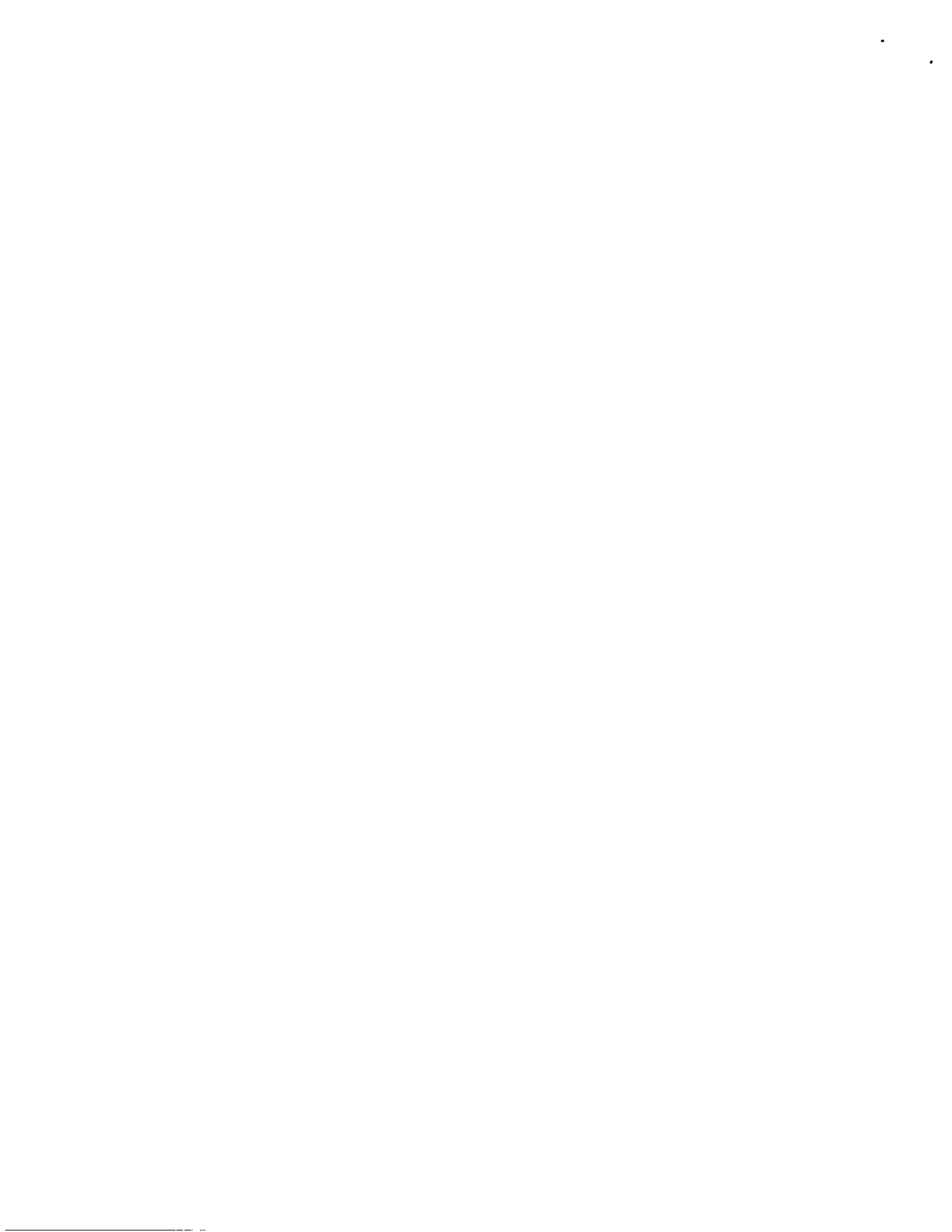


*Contract no. '241*

**AGREEMENT  
BETWEEN THE  
MONTVALE CUSTODIAL ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF THE BOROUGH  
OF  
MONTVALE  
COUNTY OF BERGEN, NEW JERSEY**

**1992 - 1995**



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**PREAMBLE**

This Agreement entered into this 21st day of October, 1991 by and between the Board of Education of the Borough of Montvale, County of Bergen, New Jersey, hereinafter called the "Board" and the Montvale Custodial Association, hereinafter called the "Association".



**ARTICLE I****RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all custodians and maintenance persons in accordance with salary guide classifications.
  
- B. Unless otherwise indicated, the term "custodians" when used hereinafter in this Agreement, shall refer to custodians and the maintenance person represented by the Association in the negotiating unit as above defined.

**ARTICLE II****NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the Public Employer/Employee Relations Act in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of custodial and maintenance employment. Any Agreement so negotiated shall apply to all members of the Association, shall be in writing, shall be ratified by both parties and signed by the Board and the Association.
- B. Ground rules are to be established each year as part of the negotiations procedure.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations; subject, however, to ratification by the Association and the Board.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of the Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. 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****Definition**

A. [1] A grievance is a system of redress for employees covered by this Agreement with respect to misapplication, misinterpretation or violation alleged to have occurred with respect to the negotiated Agreement only.

[11] It is understood that the term "Grievant" as contained in this grievance procedure shall mean:

1. an individual member of the Association
2. two or more members of the Association
3. the Association

**Procedure**

A. [1] The Grievant must present the grievance to the Chief of Maintenance & Operations within ten (10) work days of the event which caused the alleged grievance.

B. [1] In the case of an individual, such difference shall be presented orally to the Chief of Maintenance & Operations with the purpose of resolving the matter informally. The Chief of Maintenance & Operations shall respond orally to each grievance presented within ten (10) work days following the presentation.

[11] The Chief of Maintenance & Operations shall inform the School Business Administrator and Building Principal in writing of the status of the grievance.

C. [1] If the grievance is not settled satisfactorily after the informal presentation, a grievant may file a written grievance within ten (10) work days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the School Business Administrator and the Building Principal. It shall be submitted on the approved form and shall include the following information:

- a. The name and position of the aggrieved party/parties.
- b. The provision of the Agreement on which the grievance is based.
- c. A general statement of the facts of the grievance, including the date when the grievance arose and the events or conditions which constitute the grievance.
- d. Specific statement of the redress sought by the aggrieved party/parties.

**ARTICLE III - GRIEVANCE (Cont.)**

- C. [ii] There shall be a joint response by the School Business Administrator and Building Principal in writing to each grievance presented within ten (10) work days of receipt of the written grievance.
- D. [i] If the grievant is not satisfied with the joint written decision of the School Business Administrator and Principal, an appeal may be made by the grievant to the Superintendent of Schools within ten (10) work days of the decision and shall be in writing on the appropriate form and shall state reasons for the appeal.
- [ii] Within ten (10) work days of the receipt of the appeal, the Superintendent shall attempt to resolve the grievance. The Superintendent shall issue his written decision on the grievance within fifteen (15) work days of receipt of the grievance.
- E. [i] If the staff member is not satisfied with the disposition of the grievance by the Superintendent, an appeal to the Board of Education may be made within ten (10) work days after receipt of the Superintendent's written decision.
- [ii] The appeal shall be in writing, shall state the reasons for the appeal and shall contain the written decisions rendered at the lower levels. Within ten (10) work days of the receipt of the appeal, the Board of Education, or a committee of the Board, may schedule a hearing on the grievance. The grievant shall have the right to be accompanied by a representative who shall have the right to be heard. The decision of the Board shall be in writing and be delivered to all parties concerned as promptly as practicable, but not later than thirty (30) work days following receipt of the grievance.
- F. [i] If the grievant is not satisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator.
- [ii] The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within twenty (20) work days of the Board's response.
- [iii] The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory.

**ARTICLE IV****WORKING HOURS****A. Regular Working Hours\***

- [i] A regular working week for custodians consists of 40 hours per week (five times 8 hours).
- [ii] A regular working week for the maintenance person consists of 40 hours per week.

\*An additional thirty (30) minutes duty free period each day provided that there is at least one black seal license custodian on duty in the building.

**B. Overtime**

- [i] Advance approval must be obtained from the Chief of Maintenance and Operations and/or the Board Secretary.
- [ii] Approved overtime work will be reimbursed at the rate of 1 and 1/2 times regular per hourly rate of pay, for all hours over 8 in any workday or 40 hours per work week; and 2 times for Sunday and Holidays worked for Board/School district.
- [iii] All reimbursements to Custodians for services performed in the school system will be through the regular school district payroll. The Montvale Board of Education will take such steps as are necessary to obtain any offsetting reimbursements as may be due from outside organizations.
- [iv] For the purpose of determining the work week, the following count as regular work days: (1) Holidays (2) Paid Vacation Days.

**C. Call Back Time**

- [i] Three (3) hours at overtime rate....Board reserves the right to have a work schedule.

**D. Handling Asbestos**

- [i] No employee shall be required to work with asbestos.

**E. Termination**

- [i] An employee who wishes to leave his/her position must give a twenty (20) day notification - if not notified within 20 days, a penalty cost of substitute custodian shall be imposed, up to the extent of the violation. Earlier employment release is contingent upon replacement.

**ARTICLE V****SALARIES**

- A. The contractual salaries of custodians and the maintenance person covered by this Agreement are set forth in Appendix "A" which is made a part hereof.
- B. The differential amounts are set forth in Appendix "B" which is made a part hereof.
- C. Salary guide annexed hereto and made a part hereof shall be effective for a period coextensive with the duration of Agreement. At the expiration of this Agreement, employees shall be compensated in accordance with their rate at expiration until a new salary guide is established pursuant to applicable laws.

## ARTICLE VI

### VACATIONS

#### A. Complete Year of Employment

Custodians will receive two weeks paid summer vacation after being employed a full school year commencing with July 1st.

#### B. Incomplete Year of Employment

##### [i] New Employee

One day of vacation time will be "earned" the first two months of employment.

Another day of vacation time will be "earned" the third and fourth months of employment, therefore, after four months of employment an employee will have "earned" two days of vacation time.

Thereafter, one day of vacation time will be "earned" for each subsequent month of employment, through to and including the month of June in a given year.

##### [ii] Employee Terminating Employment During Term of Contract, or During School Year

The policy method set forth under B[i] above will be used to arrive at the amount of salary due in lieu of "earned" vacation time, when an employee terminates employment during a contract term of the school year. Completed months of employment only will be counted to arrive at "earned" vacation time.

#### C. Seniority Vacation

##### [i] After Five Years of Employment

Three weeks vacation time will be granted.

##### [ii] After Ten and Through Twelve Years of Employment

10 Years - 1 additional day with pay  
 11 Years - 2 additional days with pay  
 12 Years - 3 additional days with pay

##### [iii] After Thirteen Years of Employment

Four weeks vacation time will be granted.

#### D. Timing of Vacation

[i] Other than under [ii] below, vacations must be scheduled during summer recess when school is not in session, and must be recommended by the School Business Administrator and the Chief of Maintenance and Operations, and approved by the Superintendent of Schools.

**ARTICLE VI - VACATIONS (Cont.)****D. Timing of Vacation (Cont.)**

- [11] On the basis of seniority (by seniority roster sequential opportunity to make application), one person only per recess would be permitted to take vacation during the school year when school is not in session. No more than two recesses per year.

**E. Other Paid Holidays**

- [1] Fifteen paid holidays will be granted, calendar subject to joint preparation by the Chief of Maintenance & Operations and the School Business Administrator, to be prepared in relation to school operations, and office employment calendar, and subject to the approval of the Superintendent of Schools.
- [11] Effective July 1, 1988, unit members shall receive one (1) floating holiday to be taken during the three (3) recess periods (Christmas, Winter, Spring Vacation periods). Up to a maximum of three (3) unit members may be off on any day during the recess period. Requests are to be submitted to the Chief of Maintenance & Operations and the Business Administrator, with final approval by the Superintendent.

**ARTICLE VII****I. ABSENCES FOR ILLNESS****A. Sick Leave**

Leave for personal illness is defined as absence due to the physical inability of the employee to carry out the normally assigned duties.

**B. Allowable Absence for Illness**

The interpretation as to whether or not the employee is ill enough to absent himself may be questioned at any time, and a physician's certificate may be requested to properly document claimed sick leave.

Official quarantine, certified by a Doctor, which requires an employee to be absent even though that person is not personally ill, shall not be deducted as sick leave.

**C. Allowable Number of Days**

A Custodian, under contract, may be absent from duties for personal illness for any twelve days during the contract period, and deductions will not be made from pay for such absences. A record will be kept of all absences.

**D. Cumulative**

When an employee takes less than twelve days sick leave during a contract period, the number of such unused days is cumulative.

**E. Deductions from Pay**

Custodians who exceed their current and cumulative sick leave will have deductions made from their salaries. Deductions will be on the basis of 1/260th of the annual salary for each day in excess of such accruals.

**F. Special Circumstances**

Should special circumstances warrant a possible deviation from the above policy, recommendation may be made by the School Business Administrator to the Superintendent of Schools for, with his concurrence, submission to the Board for determination.

**ARTICLE VII (Cont.)****II. PAYMENT FOR UNUSED SICK LEAVE**

The Board will pay for unused sick leave upon retirement from PERS for a maximum of 100 days at the rate of \$27.00, \$29.00 and \$31.00 in 1992-93, 1993-94 and 1994-95 respectively with notification of retirement by January 1 of the year of retirement effective June 30 of the same year. To be eligible under this provision, an employee must have 40 days accumulated sick leave.



**ARTICLE VIII****ABSENCE FOR REASONS OTHER THAN ILLNESS****A. Critical Illness in the Immediate Family**

There will be allowed:

Up to three days absence with pay for absences occasioned by the critical illness of a husband, wife, son, daughter, father, mother, brother, sister, grandparents, father-in-law, or mother-in-law. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside.

**B. Bereavement**

There will be allowed:

- [i] Up to four days absence with pay occasioned by the death of a parent, husband, wife, son, daughter, brother, or sister.
- [ii] One day with pay occasioned by death of a father-in-law, mother-in-law, grandparent, aunt or uncle not residing with staff member.
- [iii] Up to three days absence with pay occasioned by death of a father-in-law, mother-in-law, grandparent, aunt or uncle residing with staff member.

**C. Personal Days**

Absence with pay not to exceed two days per year, without reasons, shall be allowed. Advance approval must be obtained, submitted on the required form, to the Chief of Maintenance & Operations. Days are not to be taken on a work day prior to or after a holiday or vacation except in case of emergency and submitted to Superintendent of Schools for approval. Such approval shall not be unreasonably withheld.

**ARTICLE IX**

**INSURANCE PROTECTION**

- A. The Board of Education will provide the following:

STATE HEALTH BENEFIT PLAN ENCOMPASSING  
BLUE CROSS/BLUE SHIELD \*14/20, AND  
PRUDENTIAL MAJOR MEDICAL, and  
NEW JERSEY DENTAL SERVICE PLAN IIA

The Board agrees to upgrade dental program as per plan in effect for other employees.

- B. The Board will pay the premium in effect on July 1, 1992 for custodians and maintenance person and, in cases where appropriate, for dependents, plus any increases per unit member.
- C. Effective July 1, 1992, the Board will pay 100% of the premiums for Temporary Disability Benefits underwritten by the Washington National Insurance Company as provided by Plan IV of the NJEA Umbrella Temporary Disability Benefits Plan through June 30, 1995.
- D. Vision Care

The Board of Education will provide a self insurance vision plan in which each member may be reimbursed on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to the first \$135 and 50% of the next \$100. The Board will authorize payment within 30 days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts submitted to the State Health Benefits Plan first and then, if rejected, the Board will reimburse as per provision of this paragraph.

\*State mandated coverage

**ARTICLE X****CLOTHING**

- A. Four (4) sets of uniforms shall be provided. Three Hundred Dollars (\$300) shall be available each year of Agreement for use towards the purchase of safety shoes and outer jacket. Shoes may be purchased at merchant of employees' choice; safety shoes must be presented to School Business Administrator for approval prior to reimbursement (reference: Rasmussen letter dated 10/5/89).

Jackets, which will be purchased by the Board, are to be standardized and will be monogrammed "Montvale Public Schools". Jackets and uniforms will not be issued until an employee has satisfactorily completed three (3) months of probationary employment.

A damaged or worn jacket must be returned to the district for replacement before a new one is issued.

Uniforms and jackets must be returned to the district by an employee leaving the employ of the district before a final paycheck is issued.

- B. The following will be provided:

Rubber gloves for cleaning

Two (2) pairs heavy duty gloves for use by maintenance person

## ARTICLE XI

## DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1992 through June 30, 1995. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF the Montvale Board of Education hereto has caused this Agreement to be signed by its President, and by its Chief Negotiator, signatures attested to by its Secretary, and its corporate seal placed hereon; and the Montvale Custodial Association has hereunto set its hand this

21st day of October 1991

BY Marta Spooner  
Marta Spooner, President  
Montvale Board of Education

BY Jeffrey Briggs  
Jeffrey Briggs, President  
Chief Negotiator  
Montvale Custodial Association

BY Kenneth E. Johnson  
Kenneth E. Johnson  
Chief Negotiator  
Montvale Board of Education

BY Marian Latz  
Marian Latz  
Secretary/School Business Administrator  
Montvale Board of Education

APPENDIX "A" TO THE MONTVALE  
CUSTODIAL ASSOCIATION AGREEMENT  
JULY 1, 1992 THROUGH JUNE 30, 1995

MONTVALE CUSTODIAL ASSOCIATION  
SALARY GUIDES

STEP	1992-93	1993-94	1994-95
1	\$19,779	\$20,558	\$21,312
2	\$20,558	\$21,312	\$22,100
3	\$21,401	\$22,151	\$22,910
4	\$22,244	\$23,059	\$23,813
5	\$22,944	\$23,968	\$24,789
6	\$24,812	\$24,722	\$25,765
7	\$26,849	\$26,735	\$26,576
8	\$28,885	\$28,930	\$28,741
9	\$30,572	\$31,124	\$31,099
10	\$31,165	\$32,941	\$33,458
11	\$31,814	\$33,580	\$35,412
12	\$32,454	\$34,280	\$36,099
A		\$34,725	\$37,156
B	\$32,890	\$35,192	\$37,655
C	\$34,066	\$36,450	\$39,002
D	\$38,603	\$41,305	\$44,197
Maintenance Man E **	\$41,562	\$44,471	\$47,584

\*\* The Board reserves the right to determine an entry level salary should a new maintenance person be employed.

A longevity payment will be paid in the 15th, 18th, 21st, and 24th years of service as follows:

15th year	To a Maximum of
\$375	\$1,500

Appendix "B" to the Montvale  
Custodian Association July 1, 1992  
through June 30, 1995 Agreement

DIFFERENTIAL AMOUNTS

Recommendations for "awards" shall be through the approved channels: Chief of Maintenance & Operations/School Business Administrator/Superintendent of Schools to the Board of Education.

- (1) 2nd-in-command to the Chief of Maintenance & Operations in overall supervisory for Maintenance & Operations to receive per annum differential as follows:

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 1040	\$ 1091	\$ 1146

- (2) Custodian-in-Charge Day/Night Shift, Fieldstone Middle School to receive per annum differential as follows:

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 672	\$ 706	\$ 741

Custodian shall be in charge of all other custodians working in Fieldstone Middle School.

- (3) Custodian-in-Charge Day/Night Shift, Memorial School and Annex to receive per annum differential as follows:

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 672	\$ 706	\$ 741

Custodian shall be in charge of all other custodians working in Memorial and the Annex.

- (4) Night shift custodians working 3:00 p.m. to 11:30 p.m. shift, or 3:30 p.m. to midnight if so designated to receive per annum differential as follows:

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 882	\$ 926	\$ 972

All differentials will be part of base salary.

Differentials will no longer be paid if the Custodian-in-Charge day and/or night shift, are relieved of their positions for any reason whatsoever.

Differentials for night shift will not be paid if a Custodian becomes part of the day shift.

All differentials will be pro-rated for the amount of time Custodians were employed in the position.

Fireman's License to Operate Low Pressure Boilers - Per Annum

- (i) Per annum differential for possession of the above license, as previously approved, is as follows:

<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 509	\$ 535	\$ 561

- (ii) Payment for Fireman's License shall be pro-rated beginning the month following receipt of license.