

AGREEMENT
BETWEEN THE
MONTVALE CUSTODIAL ASSOCIATION
AND THE
BOARD OF EDUCATION OF THE BOROUGH
OF
MONTVALE
COUNTY OF BERGEN, NEW JERSEY
2004-2007

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PREAMBLE

This Agreement entered into this 23rd day of August 2004 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”.

WITNESSETH:

WHEREAS, both parties have a mutual obligation to negotiate with each other, pursuant to New Jersey Employer/Employee Relations Act, with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A.** The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning terms and conditions of employment on behalf of 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 maintenance personnel represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A.** The parties agree to enter into collective negotiations for a successor Agreement in accordance with New Jersey Employer/Employee Relations Act, in good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such bargaining for the Successor Agreement shall begin 120 days prior to the date for voter approval of the school budget unless public law mandates a different schedule. The parties will attempt to initiate collective negotiations no later than November 15 for a successor Agreement.

Any Agreement so negotiated will be reduced to writing and submitted for ratification by both parties. If approved, it shall be signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

- B.** The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals and make counterproposals during negotiations subject to ratification by the Association and approval by the Board.
- C.** Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and submitted to the Board and Association for ratification. If approved, it shall be signed by the authorized representatives of the Board and the Association.
- D.** This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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.
2. It is understood that the term “Grievant” as contained in this grievance procedure shall mean:
 - a. an individual member of the Association
 - b. two or more members of the Association
 - c. the Association
3. The purpose of this procedure is to secure a resolution to the grievance at the lowest possible level. Both parties agree that these proceedings shall be kept confidential.

B. Procedure

1. Level I

- a. 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. 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.
- c. The Chief of Maintenance & Operations shall inform the School Business Administrator and Building Principal in writing of the status of the grievance.

2. Level II

- a. 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:
 1. The name and position of the aggrieved party/parties.
 2. The provision of the Agreement on which the grievance is based.

ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

- 3.** 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.
- 4.** Specific statement of the redress sought by the aggrieved party/parties.

b. 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.

3. Level III

- a.** If the grievant is not satisfied with the joint written decision of the School Business Administrator and Building 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.
- b.** Within ten (10) work days of the receipt of the appeal, the Superintendent shall attempt to resolve the grievance. The Superintendent shall issue a written decision on the grievance within fifteen (15) work days of receipt of the grievance.

4. Level IV

- a.** 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.
- b.** 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.

5. Level V

- a.** If the grievant is not satisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator.
- b.** 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.

ARTICLE III - GRIEVANCE PROCEDURE (Cont.)

c. The arbitrator shall limit himself/herself to the issues submitted 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.

C. Costs

1. Each party will bear its own costs.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties. Such costs will be shared equally.
3. If time is lost by any custodian due to proceedings with the arbitrator (re: hearing(s) necessitating the retention of a substitute) the custodian shall suffer no loss in pay or leave benefits.

D. Scope of Arbitrability

Binding arbitration under grievances shall not include:

1. Board Policy and administrative decisions.
2. Any action dealing with the tenure rights of a custodian.

In the above instances, the proceedings shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of custodians' Constitutional protections.

ARTICLE IV

BOARD RIGHTS

- A.** The Board retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and the United States, by the decisions of the courts of the United States and of the State of New Jersey, subject to the terms of this Agreement.

- B.** It is understood by all parties that the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE V

CUSTODIANS' RIGHTS

The Board agrees that it will not deprive or coerce any custodian in the exercise of any rights granted to them under Chapter 303, Public Law of 1968 as amended by Chapter 123 Public Laws of 1974, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.

ARTICLE VI

WORK HOURS

A. Regular Working Hours*

- 1) A regular working week for Custodians consists of forty (40) hours per week (five days times 8 hours).
- 2) A regular working week for maintenance personnel consists of forty (40) hours per week.
- 3) *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

1. Advanced approval for overtime must be obtained from the Chief of Maintenance and Operations and/or the Board Secretary.
2. 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.
3. 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.
4. 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

Any custodian or maintenance personnel called back for emergency purposes will receive a minimum of Three (3) hours pay at overtime rate. The Board reserves the right to have a work schedule.

D. Handling Asbestos

Only trained employees will work with asbestos. Training as required by AHERA regulations will be provided at Board expense.

E. Termination

An employee who wishes to leave his/her position must give a twenty (20) working day written notification to the Supervisor of Buildings and Grounds. If written notification is not provided within twenty (20) working days, a penalty for the cost of a substitute custodian shall be imposed, up to the extent of the violation. Earlier employment release is contingent upon replacement of the employee.

ARTICLE VII

SALARIES

- A.** The contractual salaries of custodians and maintenance personnel 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.** The 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 VIII

VACATION – TWELVE MONTH FULL-TIME EMPLOYEES

A. Complete Year of Employment

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

B. Incomplete Year of Employment

1. New Employee

One day of vacation time will be “earned” at the start of the third month of employment.

Another day of vacation time will be “earned” at the start of the fourth and fifth month of employment. Therefore, at the start of the fifth month 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.

2. Employee Terminating Employment During Term of Contract, or During School year

The policy method set forth under B 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

1. At the Start of Six (6) Years of Employment

Fifteen (15) days vacation time will be granted.

2. At the Start of Eleven (11) and Through Thirteen (13) Years of Employment

At the start of 11 years - 16 days vacation
At the start of 12 years - 17 days vacation
At the start of 13 years - 18 days vacation

3. At the Start of Fourteen (14) Years of Employment

Twenty (20) days vacation time will be granted.

ARTICLE VIII

VACATION – TWELVE MONTH FULL-TIME EMPLOYEES (Cont.)

D. Timing of Vacation

1. Other than under Article VIII, D.2., vacations must be scheduled during summer recess when school is not in session. All vacations must be recommended by the School Business Administrator and the Chief of Maintenance and Operations, and approved by the Superintendent of Schools.
2. On the basis of seniority, one person per building may be permitted to take vacation during the school year when school is not in session. No individual shall take vacation time during more than two (2) recesses per year.

E. Other Paid Holidays

1. Sixteen (16) 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.
2. On the day prior to the December holiday recess, custodial and maintenance staff may leave work two (2) hours earlier than the end of their regular work day assignment.

ARTICLE IX

ABSENCE FOR ILLNESS AND PAYMENT FOR UNUSED SICK LEAVE – TWELVE MONTH FULL-TIME EMPLOYEES

A. Absence for Illness

1. 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.

2. Allowable Absence for Illness

The interpretation as to whether or not the employee is ill enough to be absent may be questioned at any time by the Superintendent, Chief of Maintenance & Operations, or Business Administrator. A physician's certificate may be requested to properly document claimed sick leave.

3. Allowable Number of Days

As of the first day of the work year (July 1), a custodian, under contract, may be absent from duties for personal illness for any twelve (12) days during the contract period, and deductions will not be made from pay for such absences. A record will be kept of all absences.

4. Cumulative

When an employee takes less than twelve (12) days sick leave during a contract period, the number of such unused days is cumulative.

5. 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 on 1/260th of the annual salary for each day in excess of such accruals.

6. Special Circumstances

Should special circumstances require additional days beyond the annual or accumulated annual sick leave, recommendation may be made by the School Business Administrator to the Superintendent of Schools for, with the Superintendent's concurrence, submission to the Board for determination.

B. 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 \$65.00 /day for -2004-2007 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 55 days accumulated sick leave.

ARTICLE X

ABSENCE FOR REASONS OTHER THAN ILLNESS –TWELVE MONTH FULL-TIME EMPLOYEES

Custodians will be entitled to the following noncumulative leaves of absence with full pay:

A. Illness In The Family

Three [3] days absence will be granted, with pay, for absence due to illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent, which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. A doctor's certificate may be requested by the Superintendent if, in his/her opinion, one is needed to document said leave.

Any request for temporary leave of absence not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and the Board of Education for decision.

B. Bereavement

1. All absences are to be within the seven (7) calendar days immediately following the day of death.
2. In the case of the death of a parent (in-law), spouse, or children, the employee shall be granted a leave of absence not in excess of five (5) working days.
3. In the case of the death of a brother (in-law), sister (in-law), or grandparent (in-law) residing in the household, the employee shall be granted a leave of absence not in excess of five (5) working days.
4. In the case of the death of a brother (in-law), sister (in-law), or grandparent (in-law) not residing in the household, the employee shall be granted a leave of absence not in excess of three (3) working days.
5. In the case of the death of an aunt, uncle, niece or nephew, the employee shall be granted a leave of absence of one (1) working day.

C. Personal Business Days - Two (2) Days

1. The written request for a personal business day must be submitted to the immediate supervisor for concurrence ten (10) calendar days prior to the day that is requested. The request is to be submitted immediately to the Superintendent of Schools or his/her designate for disposition. Requests for personal days in the months of May and June must include a reason for the need to be absent and be approved by the Superintendent.

ARTICLE X

ABSENCE FOR REASONS OTHER THAN ILLNESS – TWELVE MONTH FULL-TIME EMPLOYEES (Cont.)

If in the event of an emergency a personal day is requested less than ten (10) calendar days prior to such day, a reason must be given, and the request is subject to the Superintendent's approval. Such approval shall not be unreasonably withheld.

2. Personal business days may not be granted on work days immediately preceding or following scheduled holidays. However, the Superintendent may approve the use of a personal business day entitlement immediately preceding or following a school holiday for documented reasons. The decision of the Superintendent will be final and shall not be subject to the grievance procedure. Personal days also may not be granted at a time when the absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, etc.

ARTICLE XI

INSURANCE PROTECTION – TWELVE MONTH FULL-TIME EMPLOYEES

A. State Health Benefits Plan (Horizon Blue Cross/Blue Shield or equal medical)

The Board of Education will pay the premiums in effect July 1, 2001 for employees inclusive of dependents for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the rate in effect on July 1, 2001 will be subject to negotiation in the successor Agreement.

B. Delta Dental Plan or equal dental insurance

1. Employees hired July 1, 2004 or later:

The Board of Education will pay 80% of the premium in effect July 1, 2004 for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay 20% of single coverage premiums. The employee may purchase dependent coverage and reimburse the Board through payroll deductions. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee 80%/20% respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2004 will be subject to negotiations in the successor Agreement.

2. Employees hired July 1, 2001 through June 30, 2004,:

The Board of Education will pay the premium for employees for single and/or husband/wife coverage for Delta Dental Services Plan or equal dental insurance. The employee may purchase family coverage and reimburse the Board through payroll deductions. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2004 will be subject to negotiations in the successor Agreement.

3. Employees hired prior to July 1, 2001:

The Board of Education will pay the premiums in effect July 1, 2004 for employees and dependents for Delta Dental Services Plan or equal dental insurance. Any increase in dental benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the rate in effect on July 1, 2004 will be subject to negotiations in the successor Agreement.

C. Vision Plan 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 \$200.00 and 50% of the next \$100.00. The Board will authorize payment within thirty (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.

ARTICLE XI

INSURANCE PROTECTION – TWELVE MONTH FULL-TIME EMPLOYEES (Cont.)

- D.** **1. Disability Insurance - Employees hired prior to July 1, 2004**
Effective July 1, 2004, the Board will pay 100% of the premiums for Temporary Disability Benefits as provided by Plan IV of the NJEA Umbrella Temporary Disability Benefits Plan through June 30, 2007.
- 2. Employees hired after July 1, 2004 or later** are not be eligible for Board provided disability.
- E.** For each participating employee who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium as stated above in order to ensure uninterrupted coverage commencing September first (1st) and ending August thirty-first (31st). In the event the Board of Education changes insurance company(ies), the Board will consult with the MCA and will assure the Association there will be no loss in protection of benefits.

ARTICLE XII

CLOTHING – TWELVE MONTH FULL-TIME EMPLOYEES

- A. Four (4) sets of uniforms shall be provided (4 t-shirts/4 shirts/4 pants.).

The Board will reimburse up to \$100. for safety shoes every six (6) months. Safety shoes must have slip resistant soles.

Sneakers are not acceptable. Shoes may be purchased at merchant of employees' choice; safety shoes must be presented to Chief of Maintenance and Operations and School Business Administrator for approval prior to reimbursement (reference: Rasmussen letter dated 10/5/89).

The Board will provide an outer jacket, hats, and gloves, as needed. 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 XIII

MISCELLANEOUS PROVISIONS

If any provisions of this Agreement or any application of this Agreement to any custodian or group of custodians 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.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. 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 of both of the parties at the time they negotiated or executed this Agreement.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XIV

REPRESENTATION FEE

- A. Purpose of Fee** - If an employee does not become a member of the Association during any membership year (i.e. 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification** - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C. Deduction and Transmission of Fee**
- 1. Notification** - On or about November 1st of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - 2. Payroll Deduction Schedule** - The Board will deduct from the salaries of the employees referred to in Section One the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 - 3. Mechanics** - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 - 4. Changes** - The Association will notify the Board in writing of any changes in the list provided for in Paragraph One above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
 - 5. New Employees** - On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.**

ARTICLE XV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 through June 30, 2007. This Agreement shall not be extended orally; if a successor agreement is not entered into on or before June 30, 2007, the present Agreement shall remain operative and binding upon all parties until such successor Agreement becomes effective.

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

25th day of October 2004