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**July 1, 2004 - June 30, 2007**

**AGREEMENT**

**OF**

**TERMS AND CONDITIONS  
OF EMPLOYMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
SPECIAL SERVICES SCHOOL DISTRICT IN THE  
COUNTY OF BERGEN**

**AND**

**THE BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
CUSTODIAL AND MAINTENANCE ASSOCIATION**

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## PART

### 1

## ARTICLE I

### RECOGNITION

The BOARD hereby recognizes the Bergen County Special Services School District Custodial and Maintenance Association as the exclusive negotiating representative, as defined under the laws of the State of New Jersey and in accordance with Chapter 303, Public Laws of 1968, for personnel under contract. The categories of employees included are: Custodians, Custodian/Drivers, Head Custodians, Maintenance Persons, and Cook.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

1. The demands of the ASSOCIATION shall be put in writing and given to the Board of Education no later than October 15, 2006, unless both parties agree to a later date.
2. The BOARD'S answer, in writing, shall be forthcoming with any Counter demands no later than November 15, 2006, unless both parties agree to a later date.
3. The parties shall commence negotiations concerning these demands no later than November 15, 2006, unless both parties agree to a later date.
4. 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.

It is understood that any of these dates may be waived by mutual agreement of the parties in writing. The demands and counter demands specified in Sections 1 and 2 above will represent all the demands of the parties.

## ARTICLE III

## GRIEVANCE POLICY

The term "grievance" means a complaint by any employee that there has been an inequitable, improper application or interpretation of the rules, regulations, or contracts bearing on the employee relationship; and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure or refusal of the BOARD to renew a contract of a non-tenure Custodian/Maintenance person;
2. In matters where the BOARD is without authority to act;
3. In matters where a method of review is prescribed by law or by any rule, regulation, or direction by law of the State Commissioner of Education or the State Board of Education.

Step 1: Information discussion by the immediate supervisor of the grievant. If no agreement is reached, the grievance and answer shall be reduced to writing within ten (10) school days. No grievance shall be filed later than Thirty (30) school days after the alleged grievance became known or shall have been known to the grievant person.

Step 2: The written grievance shall be presented to the Superintendent of Schools by the grievant, and a meeting shall be held within ten (10) school days. The Superintendent's answer, in writing, shall be delivered within ten (10) school days of the meeting.

Step 3: If the matter is not settled, the grievance, presented in writing, shall be discussed at the meeting of the Board of Education. This meeting will occur within twenty (20) school days of the presentation of the grievance; and the answer, in writing, will be presented within ten (10) school days thereafter.

Step 4:

- (a) If the grievant is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the Grievant may submit the matter to arbitration in the manner hereafter provided, by serving a written notice upon the Board of grievant's intention to arbitrate within ten (10) school days after decision by the Board. If timely notice is not served upon the Board, the decision at Step 3 shall be final.
- (b) The Association shall petition PERC for services of an arbitrator. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
- (c) The arbitrator so selected shall confer with the representatives of the Board and the grievant and hold hearings promptly and shall issue his or her decision not later than within twenty (20) days of the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The authority of the arbitrator is limited to the interpretation, application, or the compliance with the provisions of this agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The arbitrator shall be bound by and decide in accordance with all applicable New Jersey and Federal Statutes, Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising with the State of New Jersey. The decision of the

arbitrator shall be submitted to the Board and the grievant and shall be final and binding on the parties.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the grievant. Any other expenses incurred shall be paid by the party incurring same.
- (e) The only grievances which may be arbitrated under this Step 4 are those alleging that there has been a violation of the express written terms of this locally negotiated agreement. No grievances shall be arbitrable that involved the interpretation, application or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment, or of the statutes and regulations setting terms and conditions of employment.

## **ARTICLE IV**

### **DAILY WORK HOURS**

- 1. The work day shall consist of eight (8) hours, including thirty (30) minutes of uninterrupted lunch period.

## **ARTICLE V**

### **OVERTIME**

- 1. Overtime is defined as any time spent in regular duties or other assigned duties inconsistent with this Agreement either before or after regular daily work hours or any day other than provided in the regular work year.
- 2. Where practicable, overtime will be equalized among the employees and information regarding the overtime will be made available on a regular basis. Employees desiring overtime shall so inform the Custodian/Maintenance Manager or his/her designee.
- 3. Time and one-half (1-1/2) will be paid for overtime work beyond a thirty seven and one-half (37-1/2) hours week.
- 4. Double time will be paid for overtime work on Sundays.

## **ARTICLE VI**

### **EXTRA COMPENSATION**

- 1. Any employee working the second shift (3 p.m. to 11 p.m.) will be paid five hundred dollars (\$500) extra for the year, or a prorated amount for periods less than a year.
- 2.
  - a. Any employee having a Black Seal license during the term of this Agreement shall be paid the sum of two hundred dollars (\$200) per year.
  - b. Employees who are required to utilize their Black Seal license and are permanently assigned to a facility with a boiler shall be paid the sum of eight hundred dollars (\$800) per year.

- c. The BOARD will pay for the Black Seal license and renewal of same. The BOARD will reimburse the employee upon receipt of the appropriate documentation, to the Custodial/Maintenance Manager or his/her designee.
  - d. Employees hired on or after July 1, 2004, shall be required to acquire 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. Employees hired prior to July 1, 2004 shall not be required to acquire a Black Seal license during the term of this Agreement.
3. Custodian/Drivers who drive trucks for the workshops shall receive five hundred fifty dollars (\$550) per year in addition to their base salary.
  4. Any Electrician or Plumber having a New Jersey electrical or plumbing license during the term of this Agreement shall be paid the sum of one thousand dollars (\$1,000) per year.

## ARTICLE VII

### VACATION AND WORK SCHEDULE

1. Employees shall be eligible for vacations on the following basis:
  - a. First year personnel - one day (1) for each month of service - to twelve (12) work days.
  - b. After three (3) years of service - fifteen (15) vacation days.
  - c. After ten (10) years of service - twenty (20) vacation days.
  - d. After twenty (20) years of service - twenty-two (22) vacation days.
  - e. When a holiday falls on a scheduled vacation, this shall not be subtracted from the employee's vacation days.
  - f. Vacation scheduling shall be subject to the approval of the Superintendent of Schools of his/her designee.
  - g. Holiday scheduling. The following holidays shall be observed, with the day off, for the employees.

#### Holiday Schedule:

Labor Day  
 Election Day  
 Thanksgiving Day  
 Christmas Eve Day  
 New Year's Eve Day  
 Martin Luther King's Day  
 Washington's Birthday  
 Memorial Day  
 Columbus Day  
 Veteran's Day  
 Friday after Thanksgiving  
 Christmas Day  
 New Year's Day  
 Lincoln's Day

Good Friday  
Independence Day

(religious holidays when schools are closed)

- h. One (1) additional holiday shall be permitted each employee as the employee may select with the prior approval of the Superintendent of Schools or his/her designee.
- i. 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/Maintenance Manager no later than February 15<sup>th</sup>. Vacations to be granted as - first (1<sup>st</sup>) requested - first (1<sup>st</sup>) honored. Confirmation of such requests shall be given within fourteen (14) days of submission.

For a vacation of less than one (1) week, a written request shall be filed with the Custodial/Maintenance Manager at least three (3) weeks in advance of the intended vacation time.

## **ARTICLE VIII**

### **SALARIES AND LONGEVITY**

Salary guides for the calendar years July 1, 2004, through June 30, 2007, are set forth in accord with the following:

Schedule A	2004-2005, 2005-2006, 2006-2007	Custodial Salary Guide
Schedule B	2004-2005, 2005-2006, 2006-2007	Cook Salary Guide
Schedule C	2004-2005, 2005-2006, 2006-2007	Maintenance Salary Guide
Schedule D	2004-2005, 2005-2006, 2006-2007	Head Custodian Salary Guide

In addition to the regular salary, each employee covered by this Agreement shall receive longevity payment as follows effective July 1, 2004:

- 1. After completion of ten (10) years of service in the District: \$750.
- 2. After completion of fifteen (15) years of service in the District: \$1,200.
- 3. After completion of twenty (20) years of service in the District: \$2,000.

Any employee exceeding the longevity amounts will be frozen at their current longevity amount until their years of service reach the next benchmark. Those employees whose longevity amounts exceed the twenty (20) year level will remain at their current amount for the duration of their service with the District.

## **ARTICLE IX**

### **UNIFORMS - PROTECTIVE CLOTHING**

The BOARD shall provide for each employee:

- 1. Three (3) uniforms annually;
- 2. One (1) pair of safety shoes annually;
- 3. Rain gear consisting of jacket, pants, and hood; and

4. Snow boots and gloves for those employees required to accomplish snow removal;
5. Staff shall have the option of annually choosing either #3, #4, or a winter parka with BCSS identification;
6. Uniform shall be delivered on or about September 1<sup>st</sup> of each year.

In addition to the BOARD providing the items set forth herein, the BOARD shall reimburse each employee the sum of six hundred fifty dollars (\$650) each year as a uniform maintenance allowance. This sum shall be payable quarterly with the first paycheck in the months of July, October, January, and April.

## **ARTICLE X**

### **SICK LEAVE**

All employees covered by this Agreement shall be entitled to twelve (12) sick leave days each school year commencing the first official day of said school year. Unused sick leave days shall be accumulated from year to year.

Employers shall be given a written account of accumulated sick leave days during the month of September of each year.

## **ARTICLE XI**

### **INSURANCE PROTECTION**

During the term of this Agreement, the BOARD shall provide to the employees covered by this Agreement the same insurance protection as is provided to the teachers for the contemporaneous term.

## **ARTICLE XII**

### **AGENCY SHOP**

1. Representation Fee:

If a non-member of the Association who is an employee within the bargaining unit (see Article 1), hereinafter referred to as "Non-member Employee", does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee in lieu of dues not to exceed eighty-five percent (85%) of regular union dues, fees, and assessments to the Association for the membership year. It is expressly understood that this Article becomes effective on July 1 and applies retroactively thereto.

2. Procedure:

- a. Notification: Prior to November 1 of each year, the Association will submit to the BOARD a list of those employees who have neither become members of the Association for the then current membership year or not paid directly to the Association the full amount of the representation fee for that membership year. The BOARD will deduct from the salaries of such non-member employees, in accordance with paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- b. Payroll Deduction Schedule: The BOARD will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each non-member employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
    - (i) Ten (10) days after receipt of the aforesaid list by the BOARD or
    - (ii) Thirty (30) days after the non-member employee begins his or her employment in a bargaining unit position.
  - c. Termination: If a non-member 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 paycheck to said non-member employee during the membership year in question. The procedure, as described herein, shall apply only if it is equally applied under the same circumstances to members of the Association for the purposes of dues collection.
  - d. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics 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.
  - e. Changes: The Association will notify the BOARD, in writing, of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the BOARD receives such notices.
3. Indemnification:

The Association shall indemnify and hold the employer 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 employer, in conformance with the provision.

### **ARTICLE XIII**

#### **TENURE**

- 1. A written evaluation and recommendation shall be submitted by the immediate supervisor of the individual to the Superintendent of Schools or his/her designee six (6) months prior to the time that the individual is eligible for tenure. Other evaluations may be submitted at any time and may be requested by the Superintendent of Schools or his/her designee at any time. There shall be at least one (1) evaluation per year for tenure and non-tenure personnel.
- 2. Any employee completing three (3) years and one (1) day of continuous service shall be considered as having acquired tenure and no such employee, covered by this Agreement, shall be dismissed or reduced in compensation during the employee's good behavior and efficiency except for inefficiency, incapacity, conduct unbecoming such employee, or for such other just cause or causes, and then, only in the manner prescribed by law.
- 3. Seniority

Employees shall be entitled to seniority in the case of reduction of force. Seniority shall be defined as service in the school district as a member of the bargaining unit.



A seniority list shall be provided to the Association by October 1<sup>st</sup> of each year or at the time of a contemplated Reduction in Force (RIF).

Employees shall exercise their total employment seniority to replace a less senior employee in the same job category. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.

In the event that a vacancy occurs, a RIFed employee shall be entitled to recall thereto in the order of their category seniority.

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 fourteen (14) days' written notice of their dismissal from their employment.

Notice of recall shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail return receipt requested.

Each employee on the recall list shall be permitted to reject one (1) job offer and still remain on the recall list. If, after two (2) jobs have been offered and rejected, or if said employee fails to respond, said employee shall forfeit all of their seniority and rights to recall.

Seniority shall not be accumulated during the period of RIF. Upon recall the employee shall have their accumulated seniority restored to the date of RIF.

Recalled employees shall have all benefits restored to the level prior to their RIF, including but not limited to vacation eligibility, step on the guide, etc.

#### **ARTICLE XIV**

##### **RETIREMENT STIPEND**

Custodians/Maintenance employees upon retiring from the Special Services School District shall receive payment for unused accumulated sick leave days as follows:

Fifty five dollars (\$55) per day, to a maximum of one hundred (100) days, for a total possible payment of five thousand five hundred dollars (\$5,500).

#### **ARTICLE XV**

##### **VACANT AND NEWLY CREATED POSITIONS**

All vacant and newly created positions shall be posted in all school buildings thirty (30) days in advance of filling same, except where a position must be filled immediately to effectively run the school system or in cases of emergency. In cases of emergency, the position may be filled at whatever time is reasonable under the circumstances.

#### **ARTICLE XVI**

##### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007. All other terms and conditions of employment in effect on the date of this agreement shall remain in effect for the term of the Agreement.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE A**  
**CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	28,600	1	30,185	1	30,780	1
2	29,200	2	30,185	2	31,380	2
3	29,200	3	30,785	3	31,380	2
4	29,800	4	30,785	4	31,980	3
5	30,400	5	31,385	5	31,980	3
6	31,000	6	31,985	6	32,580	4
7	31,600	7	32,585	7	33,180	5
8	32,200	8	33,185	8	33,780	6
9	33,580	9	33,785	9	34,380	7
10	35,110	10	35,310	10	35,620	8
11	36,760	11	36,905	11	37,340	9
12	38,460	12	38,555	12	39,160	10
13	40,210	13	40,255	13	41,050	11
14	42,460	14	42,005	14	42,990	12
15	44,910	15	43,990	15	44,980	13
16	47,560	16	46,175	16	47,170	14
		17	48,560	17	49,560	15

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE B**  
**COOK SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	31,600	1	33,685	1	35,080	1
2	32,200	2	33,685	2	35,680	2
3	32,200	3	34,285	3	35,680	2
4	32,800	4	34,285	4	36,280	3
5	33,400	5	34,885	5	36,280	3
6	34,000	6	35,435	6	36,880	4
7	34,600	7	36,085	7	37,480	5
8	35,200	8	36,085	8	38,080	6
9	36,580	9	37,285	9	38,680	7
10	36,580	10	38,810	10	39,920	8

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE C**  
**MAINTENANCE SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
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1	34,590	1	36,185	1	36,780	1
2	35,190	2	36,185	2	37,380	2
3	35,190	3	36,785	3	37,380	2
4	35,790	4	36,785	4	37,980	3
5	36,390	5	37,385	5	37,980	3
6	36,990	6	37,985	6	38,580	4
7	37,590	7	38,585	7	39,180	5
8	38,190	8	39,185	8	39,780	6
9	39,570	9	39,785	9	40,380	7
10	41,100	10	41,310	10	41,620	8
11	42,750	11	42,905	11	43,340	9
12	44,400	12	44,555	12	45,160	10
13	46,400	13	46,255	13	46,455	11
14	46,400	14	48,005	14	48,205	12

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE D**  
**HEAD CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	36,600	1	39,385	1	39,980	1
2	37,200	2	39,385	2	40,580	2
3	37,200	3	39,985	3	40,580	2
4	37,800	4	39,985	4	41,180	3
5	38,400	5	40,585	5	41,180	3
6	39,000	6	41,185	6	41,780	4
7	40,800	7	41,785	7	42,380	5
8	42,600	8	42,385	8	42,980	6
9	45,080	9	44,185	9	44,780	7
10	47,410	10	46,810	10	47,120	8
11	48,260	11	49,205	11	49,640	9
12	48,260	12	50,055	12	50,660	10

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested to by their respective secretaries.

THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT

Harry A. Galinsky  
President

Robert J. Aloia  
Board Secretary

Negotiations Committee

Thomas Klemm, Director of Human Resources  
Andrew Nemeč, Assistant Business Administrator  
David Hartwick, Human Resources Manager  
Robert Csigi, Custodial/Maintenance Manager

THE BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT CUSTODIAL AND  
MAINTENANCE ASSOCIATION

Christopher Reynolds  
President

Negotiations Committee  
Dennis OcLorenzo, NJEA Representative  
Christopher Reynolds  
Alan Lombardi  
Michael Smyth

**PART**

**2**

05-P-132S

MEMORANDUM OF UNDERSTANDING DATED JANUARY 26, 2005, BETWEEN THE BOARD OF EDUCATION OF THE SPECIAL SERVICES SCHOOL DISTRICT IN THE COUNTY OF BERGEN AND THE BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT OF CUSTODIAL AND MAINTENANCE ASSOCIATION REGARDING THE 2004-2007 TERMS AND CONDITIONS OF EMPLOYMENT.

The parties have mutually agreed to modify the 2004-2007 Agreement of Terms and Conditions of Employment between the Board of Education of the Special Services School District in the County of Bergen and the Bergen County Special Services School District Custodial and Maintenance Association regarding commercial driver endorsements for custodian personnel assigned as bus drivers.

It is agreed that Custodian / Drivers must obtain the School Bus Driver S-Endorsement by October 1, 2005 as required by the New Jersey Motor Vehicle Commission.

It is further agreed that the Board of Education of the Special Services School District in the County of Bergen will reimburse the Custodian / Driver for the cost of obtaining his /her S-Endorsement for those Custodian / Drivers hired before July 1, 2005.

\_\_\_\_\_  
Christopher Reynolds, President  
Custodial and Maintenance Association

3/7/05  
Date

\_\_\_\_\_  
Robert J. Aloia  
Superintendent of Schools

1/26/05  
Date

05-P-060S

**MEMORANDUM OF UNDERSTANDING**

Memorandum of Understanding dated September 28, 2004, between the Board of Education of the Special Services School District in the County of Bergen and the Bergen County Special Services School District

Custodial and Maintenance Association regarding the terms and conditions of employment for the period July 1, 2004 through June 30, 2007.

MUTUAL PREPARATION: This Memorandum has been developed and drafted by the negotiating committees of the Board and the Association and contains their mutual understanding. All terms and conditions not changed in this Memorandum shall remain as in the 2003-2004 Contract. All terms are retroactive to July 1, 2004.

1. Article I-Recognition

Shall add the category to the last line of the paragraph to read:

... The categories of employees included are: Custodians, Custodian/Drivers, Head Custodians, Maintenance Persons and Cook.

2. Article II-Negotiation of Successor Agreement

Shall be revised to read:

1. October 15, 2006, unless both parties agree to a later date.
2. November 15, 2006, unless both parties agree to a later date.
3. November 15, 2006, unless both parties agree to a later date.

3. Article III-Grievance Policy

Shall delete the following word from line 3 of Step 3 to read:

...days of the presentation of the grievance; and the ~~final~~ answer, in writing, will be presented...

Shall delete the following sentence from Step 3:

~~Step 3 will be the final step.~~

Shall add the following: Step 4 to Article III to read as follows:

- a. If the Grievant is not satisfied with the disposition of the grievance by the Board, and \*\*\* grievance is an arbitrable grievance as hereafter defined, the Grievant may submit the matter to arbitration in the manner hereafter provided, by serving a written notice upon the Board of Grievant's intention to arbitrate within ten (10) school days after decision \*\*\* the Board. If timely notice is not served upon the Board, the decision at Step 3 shall be final.
- b. The Association shall petition PERC for services of an arbitrator. The parties shall then \*\*\* bound by the rules and procedures of the PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Grievant and hold hearings promptly and shall issue his or her decision not later than within twenty (20) days of the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The authority of the arbitrator is limited to the interpretation, application, or the compliance with the provisions of this agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The

arbitrator shall be bound by and decide in accordance with all applicable New Jersey and Federal Statutes, Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising with the State of New Jersey. The decision of the arbitrator shall be submitted to the Board and the Grievant and shall be final and binding on the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Grievant. Any other expenses incurred shall be paid by the party incurring same.
- e. The only grievances which may be arbitrated under this Step 4 are those alleging that there has been a violation of the express written terms of this locally negotiated agreement. No grievances shall be arbitrable that involved the interpretation, application or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment, or of the statutes and regulations setting terms and conditions of employment.

#### Article V-Overtime

- 2. The last line shall be revised to read:

. . . Employees desiring overtime shall so inform the Custodial/Maintenance Manager or his/her designee.

#### Article VI-Extra Compensation

- 2. Shall be revised to read:

- a. Any employee having a Black Seal License during the term of this Agreement shall be paid the sum of \$200 per year.
- b. Employees who are required to utilize their Black Seal License and are permanently assigned to a facility with a boiler license shall be paid a total of \$800 per year.
- c. The BOARD will pay for the Black Seal License and renewal of same. The BOARD will reimburse the employee upon receipt of the appropriate documentation, to the Custodial/Maintenance Manager or his/her designee.
- d. Employees hired on or after July 1, 2004 shall be required to acquire a Black Seal License within one 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 this contract. Employees hired prior to July 1, 2004 shall not be required to acquire a Black Seal License during the term of this Agreement.

- 3. Shall be revised to read:

Custodians/Drivers who drive trucks for the workshops shall receive \$550 per year in addition to their base salary.

- 4. Shall be added to read:

Any Electrician or plumber having a New Jersey electrical or plumbing license during the term of this Agreement shall be paid the sum of \$1000 per year.

#### Article VII-Vacation and Work Schedule

1.d. (NEW) Shall be added to read:

After twenty (20) years of service-twenty-two (22) vacation days.

1.f. Shall be revised to read:

Vacation scheduling shall be subject to the approval of the Superintendent or his/her designee.

1.i. (NEW) Shall be added to read:

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/Maintenance Manager no later than February 15<sup>th</sup>. Vacations to be granted as first (1<sup>st</sup>) requested - first (1<sup>st</sup>) honored. Confirmation of such requests shall be given within fourteen (14) days of submission.

For a vacation of less than one (1) week, a written request shall be filed with the Custodial/Maintenance Manager at least three (3) weeks in advance of the intended vacation time.

#### Article VIII-Salaries and Longevity

Salary Guide Section for the calendar years July 1, 2004 through June 30, 2007

Shall be revised as set forth on the attached Salary Guides:

Schedule A - Custodial Salary Guide  
Schedule B - Cook Salary Guide  
Schedule C - Maintenance Salary Guide  
Schedule D - Head Custodian Salary Guide

Longevity Section-Shall be revised as follows:

In addition to the regular annual salary, each employee covered by this Agreement shall receive longevity payment as follows:

1. After completion of ten (10) years of service in the District: \$750
2. After completion of fifteen (15) years of service in the District: \$1200
3. After completion of twenty (20) years of service in the District \$2000.

Any employee exceeding the longevity amounts will be frozen at their current longevity amount until their years of service reach the next benchmark. Those employees whose longevity amounts exceed the twenty (20) year level will remain at their current amount for the duration of their service with the District.

#### Article XIII-Tenure

1. Shall be revised as follows:

line 2. . .Superintendent of Schools or his/her designee. . .

line 5. . .Superintendent of Schools or his/her designee. . .

3. (New Paragraph) Shall be added as follows:

Seniority

Employees shall be entitled to seniority in the case of reduction of force. Seniority shall be defined as service in the school district as a member of the bargaining unit.

A seniority list shall be provided to the Association by October 1 of each year or at the time of a contemplated Reduction in Force (RIF).

Employees shall exercise their total employment seniority to replace a less senior employee in the same job category. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.

In the event that a vacancy occurs, a RIFed employee shall be entitled to recall thereto in the order of their category seniority.

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 fourteen (14) days' written notice of their dismissal from their employment.

Notice of recall shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail return receipt requested.

Each employee on the recall list shall be permitted to reject one job offer and still remain on the recall list. If, after two (2) jobs have been offered and rejected, or if said employee fails to respond, said employee shall forfeit all of their seniority and rights to recall.

Seniority shall not be accumulated during the period of RIF. Upon recall the employee shall have their accumulated seniority restored to the date of RIF.

Recalled employees shall have all benefits restored to the level prior to their RIF, including but not limited to vacation eligibility, step on the guide, etc.

8. Article XIV-Retirement Stipend

Shall be revised to read:

Custodians/Maintenance workers upon retiring from the BCSS District shall receive payment for unused accumulated sick leave days as follows:

\$55 per day, to a maximum of one hundred (100) days, for a possible payment of \$5,500.

9. Article XVI-Duration of Agreement

Shall be revised as follows:

line 1 July 1, 2004

line 2 June 30, 2007

THE BERGEN COUNTY SPECIAL SERVICES  
SCHOOL DISTRICT CUSTODIAL AND  
MAINTENANCE ASSOCIATION

\_\_\_\_\_  
Christopher Reynolds, President

THE BOARD OF EDUCATION OF THE SPECIAL  
SERVICES SCHOOL DISTRICT IN THE COUNTY  
OF BERGEN

\_\_\_\_\_  
Harry A. Galinsky, Board President

\_\_\_\_\_  
Robert J. Aloia, Board Secretary



11/8/04

Dated

9/28/04

Dated

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE A**  
**CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	28,600	1	30,185	1	30,780	1
2	29,200	2	30,185	2	31,380	2
3	29,200	3	30,785	3	31,380	2
4	29,800	4	30,785	4	31,980	3
5	30,400	5	31,385	5	31,980	3
6	31,000	6	31,985	6	32,580	4
7	31,600	7	32,585	7	33,180	5
8	32,200	8	33,185	8	33,780	6
9	33,580	9	33,785	9	34,380	7
10	35,110	10	35,310	10	35,620	8
11	36,760	11	36,905	11	37,340	9
12	38,460	12	38,555	12	39,160	10
13	40,210	13	40,255	13	41,050	11
14	42,460	14	42,005	14	42,990	12
15	44,910	15	43,990	15	44,980	13
16	47,560	16	46,175	16	47,170	14
		17	48,560	17	49,560	15

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE B**  
**COOK SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	31,600	1	33,685	1	35,080	1
2	32,200	2	33,685	2	35,680	2
3	32,200	3	34,285	3	35,680	2
4	32,800	4	34,285	4	36,280	3
5	33,400	5	34,885	5	36,280	3
6	34,000	6	35,485	6	36,880	4
7	34,600	7	36,085	7	37,480	5
8	35,200	8	36,685	8	38,080	6
9	36,580	9	37,285	9	38,680	7
10	36,580	10	38,810	10	39,920	8

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE C**  
**MAINTENANCE SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	34,590	1	36,185	1	36,780	1
2	35,190	2	36,185	2	37,380	2
3	35,190	3	36,785	3	37,380	2
4	35,790	4	36,785	4	37,980	3
5	36,390	5	37,385	5	37,980	3
6	36,990	6	37,985	6	38,580	4
7	37,590	7	38,585	7	39,180	5
8	38,190	8	39,185	8	39,780	6
9	39,570	9	39,785	9	40,380	7
10	41,100	10	41,310	10	41,620	8
11	42,750	11	42,905	11	43,340	9
12	44,400	12	44,555	12	45,160	10
13	46,400	13	46,255	13	46,455	11
14	46,400	14	48,005	14	48,205	12

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES  
SCHEDULE D  
HEAD CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2004-2005</u>	<u>Step</u>	<u>2005-2006</u>	<u>Step</u>	<u>2006-2007</u>	<u>New Adjusted Step</u>
1	36,600	1	39,385	1	39,980	1
2	37,200	2	39,385	2	40,580	2
3	37,200	3	39,985	3	40,580	2
4	37,800	4	39,985	4	41,180	3
5	38,400	5	40,585	5	41,180	3
6	39,000	6	41,185	6	41,780	4
7	40,800	7	41,785	7	42,380	5
8	42,600	8	42,385	8	42,980	6
9	45,080	9	44,185	9	44,780	7
10	47,410	10	46,810	10	47,120	8
11	48,260	11	49,205	11	49,640	9
12	48,260	12	50,055	12	50,660	10

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**PART**

4

**MEMORANDUM OF UNDERSTANDING**

Memorandum of Understanding dated September 28, 2004, between the Board of Education of the Special Services School District in the County of Bergen and the Bergen County Special Services School District Custodial and Maintenance Association regarding the terms and conditions of employment for the period July 1, 2003 through June 30, 2004.

MUTUAL PREPARATION: This Memorandum has been developed and drafted by the negotiating committees of the Board and the Association and contains their mutual understanding. All terms and

conditions not changed in this Memorandum shall remain as in the 2000-2003 Contract. All terms are retroactive to July 1, 2003 and effective for all unit members employed from 7/01/03 to 6/30/04.

**ARTICLE VIII-SALARIES AND LONGEVITY**

The salaries of Custodial and Maintenance personnel shall be increased as reflected on attached Salary

- Guides A - Custodian
- Guide B - Cook
- Guide C - Maintenance
- Guide D - Head Custodian

THE BERGEN COUNTY SPECIAL SERVICES  
SCHOOL DISTRICT CUSTODIAL AND  
MAINTENANCE ASSOCIATION

THE BOARD OF EDUCATION OF THE SPECIAL  
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Christopher Reynolds, President

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Robert J. Aloia, Board Secretary

11/8/04 \_\_\_\_\_  
Dated

9/28/04 \_\_\_\_\_  
Dated

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE A**  
**CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2003-2004</u>
1	27,405
2	27,405
3	28,005
4	28,605
5	29,205
6	29,805
7	30,605
8	31,705
9	33,305
10	34,905
11	36,505
12	38,105
13	39,605
14	41,105
15	42,605
16	46,560

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES**  
**SCHEDULE B**  
**COOK SALARY GUIDE**

<u>Step</u>	<u>2003-2004</u>
1	30,305
2	30,305
3	30,905
4	31,505
5	32,105
6	32,705
7	33,505
8	34,605
9	36,205
10	36,205
11	36,205
12	36,205
13	36,205
14	36,205
15	36,205
16	36,205

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES  
SCHEDULE C  
MAINTENANCE SALARY GUIDE**

<u>Step</u>	<u>2003-2004</u>
1	32,805
2	32,805
3	33,405
4	34,005
5	34,605
6	35,205
7	36,005
8	37,105
9	38,705
10	40,305
11	41,905
12	44,200
13	46,200
14	46,200
15	46,200
16	46,200

NOTE: Step advancement in salary shall not be automatic, but are subject to the recommendation and approval of the Superintendent of Schools.

**BERGEN COUNTY SPECIAL SERVICES  
SCHEDULE D  
HEAD CUSTODIAN SALARY GUIDE**

<u>Step</u>	<u>2003-2004</u>
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1	34,405
2	34,405
3	35,005
4	35,605
5	36,805
6	37,805
7	39,805
8	42,105
9	44,805
10	47,205
11	48,005
12	48,005
13	48,005
14	48,005
15	48,005
16	48,005

NOTE: Step Advancement in salary shall not be automatic, but are subject to the recommend and approval of the Superintendent of Schools.