



July 1, 2021 – June 30, 2024

A G R E E M E N T

O F

TERMS AND CONDITIONS  
O F E M P L O Y M E N T

B E T W E E N

THE BOARD OF EDUCATION OF THE  
SPECIAL SERVICES SCHOOL DISTRICT IN THE  
C O U N T Y O F B E R G E N

A N D

THE BERGEN COUNTY SPECIAL SERVICES SCHOOL DISTRICT  
C U S T O D I A L A N D M A I N T E N A N C E A S S O C I A T I O N

## TABLE OF CONTENTS

ARTICLE		PAGE
Article I	Recognition	1
Article II	Negotiation of Successor Agreement	1
Article III	Grievance Policy	1
Article IV	Daily Work Hours	3
Article V	Overtime	3
Article VI	Extra Compensation	4
Article VII	Vacation and Work Schedule	5
Article VIII	Salaries and Longevity	6
Article IX	Uniforms-Protective Clothing	7
Article X	Sick Leave	9
Article XI	Personal Leave	9
Article XII	Insurance Protection	9
Article XIII	Agency Shop	11
Article XIV	Tenure	12
Article XV	Retirement Stipend	13
Article XVI	Vacant and Newly Created Positions	13
Article XVII	Bereavement	14
Article XVIII	Association Rights and Privileges	14
Article XIX	School Closing or Early Release Due to Inclement Weather	14
Article XX	State of Emergency	15
Article XXI	Duration of Agreement	15
Schedule A	Custodian Salary Guide	16
Schedule B	Maintenance Salary Guide	17
Schedule C	Head Custodian Salary Guide	18
	The Board of Education, Custodial and Maintenance Association, and Negotiations Committee	19

## **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, and Maintenance Personnel.

## **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 December 31, 2023, 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 January 31, 2024, unless both parties agree to a later date.
3. The parties shall commence negotiations concerning these demands no later than January 31, 2024, 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.
2. Employees shall be granted two (2), fifteen (15) minute breaks and one (1), five (5) minute wash-up period daily per shift. Such times shall be scheduled at the discretion of the Coordinator of Facilities or his/her designee. The fifteen (15) minute break period is all-inclusive. No additional time shall be granted for travel time to and from work area to break area.

## **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 Coordinator of Facilities or his/her designee.
3. Time and one-half (1-1/2) will be paid for overtime work in excess of forty (40) hours per week.
4.
  - a. Double time will be paid for overtime work on Sundays.
  - b. When a full time employee is required to work on any one of the following holidays, he/she shall receive double time for actual hours worked on said holidays in addition to regular pay:  

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day
5. If an employee is called back to work after regular hours, travel time will be included in the calculation for overtime.

## **ARTICLE VI**

### **EXTRA COMPENSATION**

1. a. Any employee working the second shift (3:00 p.m. to 11:00 p.m.) will be paid one thousand and ten (\$1,010.00) dollars in addition to their base salary or a prorated amount for periods less than a year.  
  
b. Any employee whose work hours are 9:00 a.m. to 5:00 p.m., 10:00 a.m. to 6:00 p.m., 11:00 a.m. to 7:00 p.m., shall be regarded as a split shift employee and as such will be paid five hundred and eighty eight (\$588.00) dollars in addition to their base salary or a prorated amount for periods of less than a year.  
  
c. Any employee working the third shift (6:00 p.m. to 2:00 a.m.) will be paid one thousand three hundred and forty (\$1,340.00) dollars in addition to their base salary or a prorated amount for periods less than a year.
2. a. Effective July 1, 2007, any employee requested to acquire a Black Seal license during the term of this Agreement shall be paid the sum of two hundred and twenty (\$220.00) dollars per year in addition to their base salary once the Black Seal license is obtained.  
  
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 and eighty one (\$881.00) dollars per year in addition to their base salary.  
  
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 Coordinator of Facilities or his/her designee.  
  
d. All qualified maintenance personnel who have acquired and maintain a Black Seal License will receive a four hundred (\$400.00) dollar stipend, per year, to maintain and service boilers in addition to 2(a) above.
3. Custodian staff primarily assigned to drive trucks for the district shall receive one thousand and forty six (\$1,046.00) dollars per year in addition to their base salary or a prorated amount for periods less than a year. Custodian staff whose secondary assignment is to drive trucks for the district shall receive three hundred and fifty eight (\$358.00) dollars per year in addition to their base salary or a prorated amount for periods less than a year.
4. The Board will reimburse maintenance personnel for coursework and fees required for the acquisition or renewal of the following certificates or State licenses when such credentials and costs are requested or authorized by the Coordinator of Facilities, in advance, and upon demonstration of successful completion, acquisition or renewal by the employee: plumber, locksmith, electrician, and HVAC certificates.
5. There may be situations where the District needs one (1) or more unit members to assume responsibilities that are outside the scope of their regular assignment.

These situations may vary in nature and duration but will always be non-supervisory and non-evaluative.

The parties agree that they may discuss and mutually agree to stipends for these individual situations that are appropriate to each, as needed.

6. If, at the request or direction of the Coordinator of Facilities, a custodial or maintenance employee completes safety operation training that is required by PEOSH /OSHA, for a piece or category of heavy machinery, and obtains corresponding initial or renewal certification, through an approved provider, the employee shall receive an annual stipend for each such certificate in each year the certification remains valid and the employee's assignment requires its use. Annual stipends shall be as follows:
  - a) Fork Lift: \$110
  - b) Heavy Machinery: \$551  
(e.g. boom lift, skid steer, scissor lift, etc. as defined by PEOSH / OSHA)

## **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) vacation 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 or his/her designee.
  - g. Holiday scheduling. The following holidays shall be observed, with the day off, for the employees.

#### **Holiday Schedule:**

Labor Day	Columbus Day
Election Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Martin Luther King's Day	Lincoln's Day
Washington's Birthday	Good Friday
Memorial Day	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. A request for vacation of a week or longer during the summer months (June 15th – September 15th) shall be submitted in writing to the Coordinator of Facilities or his/her designee no later than April 1st of that year. Any vacation request of a week or longer during any other time of the year shall be submitted in writing to the Coordinator of Facilities or his/her designee no less than three (3) weeks in advance. Requests may be granted on shorter notice under unexpected or unusual circumstances. Vacations to be granted as first (1st) requested – first (1st) submission. Confirmation of such requests shall be given within fourteen (14) calendar days of submission except for requests given on shorter notice.
- j. For a vacation of less than one (1) week, a written request shall be filed with the Coordinator of Facilities or his/her designee one (1) week in advance of the intended vacation time. Requests may be granted on shorter notice under unexpected or unusual circumstances.
- k. For purposes of this Article:
  - i. a “week of vacation” refers to five (5) consecutive work days; and
  - ii. “vacation” refers to the consecutive use of vacation days and/or any other allowable paid leave in combination with vacation days.
- l. Annually, on the Thursday of the NJEA Convention, the Association will provide a full day of professional development to its unit members. The topics will be mutually agreed upon by the Association and the School Business Administrator or his/her designee no later than September 1.

## **ARTICLE VIII**

### **SALARIES AND LONGEVITY**

1. Salary guides for the calendar years July 1, 2021 through June 30, 2024 are set forth in accordance with the following:
  - a.
 

Schedule A (Custodial Guide)	2021-2022, 2022-2023, 2023-2024
Schedule B (Maintenance Guide)	2021-2022, 2022-2023, 2023-2024
Schedule C (Head Custodian Guide)	2021-2022, 2022-2023, 2023-2024
  - b. M-1 includes Maintenance Personnel with general repair and maintenance skills and grounds keeping skills.  
  
 M-2 Maintenance Personnel must meet all of the following criteria on an annual basis:
    - 1) Demonstrate advanced trade skills in one or more of the following: locksmith, electrical, universal HVAC, plumbing, or carpentry.



- 2) Possess certificates or proof of successful completion of courses to be utilized by the District and approved by the Coordinator of Facilities or his/her designee.
  - 3) Have a minimum of two (2) years of employment with the District.
  - 4) Have satisfactory performance evaluation(s) with the District.
  - 5) Have no more than four (4) days absence per year during the preceding two (2) year period. The Coordinator of Facilities may waive this requirement.
  - 6) Maintenance personnel meeting the above qualifications and who wish to be classified M-2 must submit their requests and supporting documentation to the Coordinator of Facilities by May 15<sup>th</sup> of each year for the reclassification to be effective the following school year.
- c.
- 1) M-3 must meet all of the criteria for M-2 status, and must also hold and maintain a valid license issued by a New Jersey regulatory agency or board of examiners in a regulated trade to be utilized by the District and approved by the Coordinator of Facilities or his/her designee (e.g., electrical, plumbing, locksmith).
  - 2) A Maintenance person in the M-3 category will utilize his/her license on the District's behalf when and as directed by the Coordinator of Facilities or his/her designee and in accordance with the law.
  - 3) A Maintenance person in the M-3 category will receive an annual adjustment of his/her salary on the M-2 salary guide in the amount equal to that year's difference between M1 and M2 at that maintenance step. This salary adjustment will be pensionable.

Any employee who is hired on or after July 1<sup>st</sup>, whose initial date of employment occurs on or before December 31<sup>st</sup> of any year shall be entitled to a full increment. Any employee whose initial date of employment occurs on or after January 1<sup>st</sup> of any year shall not be entitled to an increment. The same rule shall apply as it related to the payment of longevity.

## 2. Longevity

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

- a. After completion of ten (10) years of service in the District: \$922.00.
- b. After completion of fifteen (15) years of service in the District: \$1,475.00.
- c. After completion of twenty (20) years of service in the District: \$2,459.00.

## ARTICLE IX

### **UNIFORMS – PROTECTIVE CLOTHING**

All members of the Association shall be required to wear the prescribed custodial or maintenance uniform at all times while working, including bus drivers. I.D. badges shall be considered a part of the uniform.

Both the uniforms and the I.D. badges must be visible at all times while on school grounds. Members must report to work in uniforms that are clean and in good repair. If members of the Association are not in uniform when they arrive at work, they shall be sent home without pay.

1. Four (4) uniforms annually;

Employees hired on or after July 1, 2007, shall receive five (5) uniforms during their first (1<sup>st</sup>) year of employment.

2. One (1) pair of safety shoes annually;
3. Rain gear consisting of jacket, pants, and hood;
4. Snow boots and gloves for those employees required to accomplish snow removal;
5. Staff shall have the option of annually choosing either #3, #4, a winter parka or a lightweight jacket with BCSS identification, or snow overalls; and
6. Uniform shall be delivered on or about September 1<sup>st</sup> of each year.

If an employee's job requires an article of clothing or footwear that is an alternative to the items listed above, that employee may request such item(s) in the following manner:

Prior to June 15<sup>th</sup> the employee shall make such request to the Coordinator of Facilities or his/her designee, by selecting the article of clothing/footwear using the approved district vendor catalogue and or website;

The request shall be approved by the Coordinator of Facilities or his/her designee prior to the order being submitted to the vendor;

In the unusual circumstance that an article of clothing/footwear is not supplied by an approved district vendor, the Coordinator of Facilities or his/her designee may approve reimbursement for purchase of the approved job related clothing/footwear if it is requested in advance. Reimbursement will only be made after the employee makes proof of purchase; and

Clothing/footwear shall be delivered on or about September 1<sup>st</sup> of each year.

Custodial and maintenance staff shall wear the uniform shirt and I.D. badge and may wear shorts appropriate to the work environment.

In addition to the Board providing the items set forth herein, the Board shall reimburse each employee the sum of six hundred fifty dollars (\$650.00) each year as a uniform maintenance allowance. This sum shall be payable semi-monthly and pro-rated, if applicable.

If an employee repeatedly demonstrates poor uniform maintenance upon reporting to work and it has been addressed by the employee's supervisor progressively throughout the year without satisfactory improvement so that the employee receives a below satisfactory rating for uniform appearance on the employee's annual performance evaluation, that employee will lose the uniform maintenance allowance for the next school year.

## **ARTICLE X**

### **SICK LEAVE**

All twelve (12) month 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.

All ten (10) month employees covered by this Agreement shall be entitled to ten (10) 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.

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

A medical doctor's certificate will be required for absences caused by personal illness for more than five (5) consecutive days. This includes absences using sick days only, and absences using any combination of sick days, other personal leave (e.g. personal days, vacation days, floating holidays) and/or unpaid days.

After an employee's first instance of one (1) or more consecutive sick day(s) used immediately before or after a school vacation/holiday or school closing in any contract year, a medical doctor's certificate will be required for each subsequent instance of one (1) or more sick day(s) used if it occurs immediately before or after a school vacation/holiday or school closing in that contract year.

## **ARTICLE XI**

### **PERSONAL LEAVE**

Employees shall receive a total of three (3) personal days pursuant to Board policy. Employees must notify their immediate supervisor in advance whenever possible, of each personal day to be taken. Personal days must be approved in advance by the employee's immediate supervisor. No reason needs to be given. Approval will not be unreasonably denied.

It is recognized that there will be unanticipated personal business that will require the use of personal days without prior approval, however, this should be the "exception" and not the "rule".

## **ARTICLE XII**

### **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 as described below.

Medical insurance will be provided through the New Jersey School Employees Health Benefits Program.

Employee contribution towards health coverage will be paid through semi-monthly payroll deductions.

A. Medical Insurance

The parties agree that medical insurance will be provided through the New Jersey School Employees Health Benefits Program (SEHBP). Coverage for staff shall include the employee and employee's eligible family members for the school years 2021 through 2024. Any state mandated contribution towards healthcare coverage will be paid through semi-monthly payroll deductions.

B. Dental Insurance

1. Dental coverage provided under the previous contract shall remain in full force and effect. The Board shall provide family dental insurance coverage with a reimbursement plan providing eighty (80%) percent payment by the insurance carrier and twenty (20%) percent payment by the employee. Dental: \$1,500 maximum per year, effective July 1, 2022.
2. The Board shall provide a family orthodontia plan as offered by the existing dental insurance carrier.

C. Prescription Insurance

The Board shall provide a full family prescription drug plan at the following costs to the employee of five (\$5.00) dollars per brand prescription and one (\$1.00) dollar per generic prescription. For mail order, five (\$5.00) dollars per brand prescription and one (\$1.00) per generic prescription.

Effective January 1, 2022, or as soon thereafter as possible, the Board shall provide a full family prescription drug plan at the following co-payment costs to the employee:

Retail:	\$5.00 Generic \$10.00 Preferred Brand Name \$15.00 Non-Preferred Brand Name
Mail Order:	[90-Day Supply] \$5.00 Generic \$10.00 Preferred Brand Name \$15.00 Non-Preferred Brand Name

Fertility drugs will no longer be covered under the drug plan. The claim must be filed under the medical plan for consideration by the carrier.

D. Commencement of Coverage

Once each of the insurance plans becomes effective as set forth above, insurance as provided in Paragraphs A, B and C shall commence at the regular enrollment period for which they are eligible following the employee's appointment.

## **ARTICLE XIII**

### **AGENCY SHOP**

#### **1. Representation Fee:**

If a non-member of the Association who is an employee within the bargaining unit (see Article I), 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 XIV**

### **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. Employees hired on or before April 29, 2008, and 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.

Any employee hired on or after April 29, 2008, is not eligible for tenure.

#### **Reduction in Force, Notice of Dismissal/Non-Renewal and Resignation**

- a.) Reduction in Force (RIF): In the event the Board should desire to have a reduction in force of personnel, the Board is required to give the employee or employees sixty (60) days written notice of their dismissal from their employment.
  - b.) Dismissal or Non-renewal: An employee's contract may at any time be terminated by either party giving to the other thirty (30) days notice in writing of intention to terminate same. An employee's contract may be non-renewed by Board action giving to the other thirty (30) days notice in writing of intention to non-renew.
  - c.) Resignation: In the event an employee should decide to resign from his/her employment, then said employee is likewise obligated to give the Board a written notice thirty (30) days in advance of the anticipated date of resignation. Failure to give such written notice of resignation shall result in the forfeiture of all rights of the employee to any accrued vacation payment benefit.
3. Employee Rights
- No employee shall be discharged, disciplined or reprimanded, reduced in rank or compensation, or deprived of any advantage, without just cause and due process. Termination notice is sixty (60) days.

4. 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 thirty (30) 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 XV**

### **RETIREMENT STIPEND**

Upon retirement from the District, and approval of pension payment by the NJ Division of Pension and Benefits, employees shall be paid for unused sick leave as follows:

Association members shall be paid for a maximum of one hundred twenty (120) days unused sick leave at eighty (\$80.00) dollars per day.

## **ARTICLE XVI**

### **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 XVII**

### **BEREAVEMENT**

- A. Employees shall have bereavement leave pursuant to Board policy. A total of five (5) days bereavement leave shall be allowed in the event of the death of a member of the employee's immediate family, which shall be defined as follows:

Husband or Wife  
Children  
Mother or Father

Brothers or Sisters  
Stepchildren  
Mother-in-Law or Father-in-Law

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

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

Maximum two (2) days per year.

## **ARTICLE XVIII**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The President of the Association, or his/her officer-designee, will be granted a total of three (3) days or equivalent annually for official Association Business. Additional time may be granted at the discretion of the Superintendent of Schools or his/her designee.
- B. Adequate notice on the request for leave form shall be submitted to the immediate supervisor. Emergency situations shall be determined by mutual consent of the Superintendent of Schools and the Association President.

## **ARTICLE XIX**

### **SCHOOL CLOSING OR EARLY RELEASE DUE TO INCLEMENT WEATHER**

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

Custodians, Custodian/Drivers, Head Custodians, and Maintenance Personnel are required to report for work as usual on scheduled days and hours when the District is closed because of inclement weather. Any absence on an inclement weather closure day, except for previously approved days off and sick days supported by medical documentation upon the employees return to work, will be unpaid. Exceptions may be approved by the Coordinator of Facilities or his/her designee pursuant to Article XX –State of Emergency.



The Association and the administration may make mutually agreeable arrangements in advance for individual employees to perform alternative work if they are not able to safely or effectively perform the work typically required when schools are closed due to inclement weather. Such individual arrangements must be reviewed and mutually agreed to annually if they are to continue.

The Coordinator of Facilities or his/her designee is authorized to modify work schedules when an emergency situation occurs or when the District is closed due to inclement weather. This includes modifying individual work schedules on a short-term basis to accommodate employee emergencies that prevent them from reporting to work during their normal schedules.

The Coordinator of Facilities or his/her designee of the Superintendent of Schools will contact Association members when the District is closed during the week, including weekends and holidays due to inclement weather.

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

Employees requested to report on another shift, as opposed to “reporting for work as usual” as referenced above, that refuse or are unable to do so will be charged one (1) day of paid leave.

The parties agree to meet annually during the month of May to review the implementation of this Article and Article XX, and to make adjustments that may be needed to improve reasonableness, equity and operational effectiveness.

## **ARTICLE XX**

### **STATE OF EMERGENCY**

No deduction in salary shall be made for any employee who is absent due to travel restrictions resulting from a national disaster or other extraordinary circumstances which make it impossible for the employee to report to work. The employee may submit documentation to support the reason for his/her absence. The Superintendent or his/her designee will review the documentation and decide if the claim has merit and no deduction shall be made, or available leave time will be charged, or pay deducted (if no paid leave time remains).

The Superintendent and/or his/her designee shall have the discretion to authorize an employee’s use of available paid leave that was not approved in advance in situations where the employee’s circumstances make it unusually difficult, but not impossible, for him/her to report to work due to travel restrictions resulting in inclement weather.

## **ARTICLE XXI**

### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2021, and shall continue in effect until June 30, 2024. 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.

The Bergen County Special Services School District Custodial and Maintenance Association contract can be found online at the [www.bergen.org](http://www.bergen.org) website.

**Bergen County Special Services  
Schedule A  
Custodian Guide**

**July 1, 2021 - June 30, 2024**

	<b>2021-2022</b>		<b>2022-2023</b>		<b>2023-2024</b>
<b>Step</b>		<b>Step</b>		<b>Step</b>	
<b>1</b>	<b>\$40,335</b>	<b>1</b>	<b>\$40,890</b>	<b>1</b>	<b>\$41,520</b>
<b>2</b>	<b>\$41,322</b>	<b>2</b>	<b>\$41,877</b>	<b>2</b>	<b>\$42,507</b>
<b>3</b>	<b>\$42,309</b>	<b>3</b>	<b>\$42,864</b>	<b>3</b>	<b>\$43,494</b>
<b>4</b>	<b>\$43,296</b>	<b>4</b>	<b>\$43,851</b>	<b>4</b>	<b>\$44,481</b>
<b>5</b>	<b>\$44,283</b>	<b>5</b>	<b>\$44,838</b>	<b>5</b>	<b>\$45,468</b>
<b>6</b>	<b>\$45,270</b>	<b>6</b>	<b>\$45,825</b>	<b>6</b>	<b>\$46,455</b>
<b>7</b>	<b>\$46,257</b>	<b>7</b>	<b>\$46,812</b>	<b>7</b>	<b>\$47,442</b>
<b>8</b>	<b>\$47,891</b>	<b>8</b>	<b>\$48,446</b>	<b>8</b>	<b>\$49,076</b>
<b>9</b>	<b>\$49,525</b>	<b>9</b>	<b>\$50,080</b>	<b>9</b>	<b>\$50,710</b>
<b>10</b>	<b>\$51,159</b>	<b>10</b>	<b>\$51,714</b>	<b>10</b>	<b>\$52,344</b>
<b>11</b>	<b>\$52,793</b>	<b>11</b>	<b>\$53,348</b>	<b>11</b>	<b>\$53,978</b>
<b>12</b>	<b>\$54,427</b>	<b>12</b>	<b>\$54,982</b>	<b>12</b>	<b>\$55,612</b>
<b>13</b>	<b>\$56,061</b>	<b>13</b>	<b>\$56,616</b>	<b>13</b>	<b>\$57,246</b>
<b>14</b>	<b>\$57,695</b>	<b>14</b>	<b>\$58,250</b>	<b>14</b>	<b>\$58,880</b>
<b>15</b>	<b>\$59,329</b>	<b>15</b>	<b>\$59,884</b>	<b>15</b>	<b>\$60,514</b>
<b>16</b>	<b>\$60,963</b>	<b>16</b>	<b>\$61,518</b>	<b>16</b>	<b>\$62,148</b>
<b>17</b>	<b>\$62,180</b>	<b>17</b>	<b>\$62,735</b>	<b>17</b>	<b>\$63,365</b>

# Bergen County Special Services

## Schedule B Maintenance Guide

July 1, 2021 - June 30, 2024

	2021-2022 M1	2021-2022 M2		2022-2023 M1	2022-2023 M2		2023-2024 M2	2023-2024 M2
Step			Step			Step		
1	\$50,490	\$51,605	1	\$51,765	\$52,880	1	\$53,460	\$54,575
2	\$51,885	\$53,000	2	\$53,160	\$54,275	2	\$54,855	\$55,970
3	\$53,280	\$54,395	3	\$54,555	\$55,670	3	\$56,250	\$57,365
4	\$54,675	\$55,790	4	\$55,950	\$57,065	4	\$57,645	\$58,760
5	\$56,070	\$57,185	5	\$57,345	\$58,460	5	\$59,040	\$60,155
6	\$57,465	\$58,580	6	\$58,740	\$59,855	6	\$60,435	\$61,550
7	\$58,860	\$59,975	7	\$60,135	\$61,250	7	\$61,830	\$62,945
8	\$60,255	\$61,370	8	\$61,530	\$62,645	8	\$63,225	\$64,340
9	\$61,650	\$62,765	9	\$62,925	\$64,040	9	\$64,620	\$65,735
10	\$63,045	\$64,160	10	\$64,320	\$65,435	10	\$66,015	\$67,130
11	\$64,440	\$65,555	11	\$65,715	\$66,830	11	\$67,410	\$68,525
12	\$65,835	\$66,950	12	\$67,110	\$68,225	12	\$68,805	\$69,920
13	\$67,230	\$68,345	13	\$68,505	\$69,620	13	\$70,200	\$71,315
14	\$68,625	\$69,740	14	\$69,900	\$71,015	14	\$71,595	\$72,710
15	\$70,020	\$71,135	15	\$71,295	\$72,410	15	\$72,990	\$74,105
16	\$71,415	\$72,530	16	\$72,690	\$73,805	16	\$74,385	\$75,500

**Bergen County Special Services**

**Schedule C  
Head Custodian Guide**

**July 1, 2021 - June 30, 2024**

	2021-2022	2022-2023	2023-2024
Step			
1	\$58,452	\$60,002	\$61,612
2	\$59,202	\$60,752	\$62,362
3	\$59,952	\$61,502	\$63,112
4	\$60,702	\$62,252	\$63,862
5	\$61,452	\$63,002	\$64,612
6	\$62,202	\$63,752	\$65,362
7	\$62,952	\$64,502	\$66,112
8	\$63,702	\$65,252	\$66,862
9	\$64,452	\$66,002	\$67,612
10	\$65,202	\$66,752	\$68,362

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

Gary Lentini, Board President  
Dr. Beth Lancellotti, Board Vice President  
Mr. Louis DeLisio, Executive County Superintendent  
William Barnaskas, Board Member  
Daniel Golabek, Board Member  
Marisa Laura Heluk, Board Member

**ADMINISTRATION**

Howard Lerner, Ed.D., Superintendent  
John Susino, School Business Administrator  
Gary Hall, Director of Human Resources

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

Michael Mastricova, President  
Michael Hendrickson, Vice President

**NEGOTIATION COMMITTEES**

**Association**

Michael Mastricova  
Peter Cimelli  
Michael Hendrickson

**Administration**

Gary Hall  
David Hartwick  
Naomi Conklin