

July 1, 2024 – June 30, 2027

AGREEMENT

OF

TERMS AND CONDITIONS

OF EMPLOYMENT

BETWEEN

THE BOARD OF EDUCATION OF THE

VOCATIONAL SCHOOLS IN THE

COUNTY OF BERGEN

AND

THE BERGEN COUNTY TECHNICAL SCHOOLS

CUSTODIAL SUPERVISORS

AND

HEAD CUSTODIANS ASSOCIATION

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ARTICLE I

RECOGNITION

The Board of Education of the Vocational Schools in the County of Bergen, New Jersey, hereinafter referred to as the "Board", hereby recognizes The Bergen County Technical Schools Custodial Supervisors and Head Custodians Association, hereinafter referred to as the "Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all non-certificated personnel employed by the Board and classified as Custodial Supervisors and Head Custodians.

ARTICLE II

GRIEVANCE PROCEDURE

- A. **DEFINITIONS**—A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decision affecting an employee or a group of employees.
- B. **PURPOSE**—The purpose of this procedure is to secure, at the lowest possible level, a resolution of the problems, which may from time to time arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. **PROCEDURE**—A grievance to be considered under this procedure must be initiated and filed in writing within thirty (30) working days from the time when the grievant knew of its occurrence. If not filed within said time period, it shall be deemed waived and abandoned, unless the parties, by mutual written agreement consent to an additional period of time. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

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

- D. **LEVEL ONE**—Coordinator of Facilities or his/her designee.
- E. **LEVEL TWO**—Superintendent or his/her designee.

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

- F. **LEVEL THREE**—Board of Education

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

- G. **LEVEL FOUR**—Arbitration

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

2. Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said person to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
3. The arbitrator selected shall confer with the representatives of the Board and the Association, and hold hearings promptly, and shall issue his/her recommendation not later than twenty (20) days from the date of the close of the hearings, or if all hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall without power or authority to make any decision which requires the commission or an act prohibited by law, or which is in violation of the terms of this agreement. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to it or subtract anything from the Agreement between the parties. The decision of the arbitrator shall be submitted to the Board and Association.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

H. RIGHTS OF EMPLOYEES

1. An employee of the Association may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected by him/her.
 2. While the disposition of the grievance is being determined, the grievant will continue service under the direction of the Administrator or Supervisor, and will not refuse to follow administrative or Board policies or directives on the grounds that a grievance has been instituted.
- I. MISCELLANEOUS—All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant or his designated or selected representative, the designated representatives of the Board and members of the Board as may be appropriate. The meeting may be opened to the public provided the grievant notifies the Board, in writing, of his/her desire to have the meeting open to the public.

ARTICLE III

SALARY AND WORK HOURS

A. Salary:

1. The parties have agreed that a total increase of 10.14% will be distributed across the three (3) school years covered by this agreement in the amount of 3.4% for the 2024-2025 school year, 3.38% for the 2025-2026 school year, and 3.36% for the 2026-2027 school year, applied to the prior school year's base salary of each eligible Association member.

Individual salary increases are made each year upon recommendation of the Superintendent and approval of the BOE.

Individuals employed in any of the Association positions listed below will not be employed at salaries less than the corresponding salaries shown:

Custodial Supervisor:	\$75,000
Head Custodian:	\$65,000

2. Custodial Supervisors and Head Custodians service adjustments shall be as follows:

after fifteen (15) years of continuous district service-\$1,500
after twenty (20) years of continuous district service-\$3,500

Longevity amounts will be added to the base salary after yearly increase is calculated.

B. The Custodial Supervisor's work schedule shall be from 7:00 a.m. – 3:30 p.m. inclusive of a one-half (1/2) hour for lunch.

1. Atypical hours may be approved by the School Business Administrator of his/her designee.
2. During the July, the regular work week shall be four (4) days, eight (8) hours per day, for a total of thirty-two (32) hours.
3. Custodial Supervisors hired into this position on or after July 1, 2011, shall during the month of July work a five (5) day work week.

C. The Head Custodian's work schedule shall be forty (40) hours per week, excluding lunch.

1. Atypical hours may be approved by the School Business Administrator of his/her designee.
2. During the July the regular work week shall be four (4), eight (8) hours per day for a total of thirty-two (32) hours.
3. Head Custodians hired into this position on or after July 1, 2006, shall during the month of July work a five (5) day work week.

D. Custodial Supervisors and Head Custodians will follow "The Schedule of Holidays for Twelve (12) Month Personnel."

E. Employees shall be paid in 24 equal semi-monthly installments. Paydays shall be on the 15th day of the month and on the last day of the month. When a payday falls on a Saturday, a Sunday or a holiday when the school district's payroll bank is closed, payday will be on the last central office business day prior to that day. When the school district's central office is closed for the entire winter recess, the second December payday shall be on the last central office business day prior to the recess.

ARTICLE IV

ADDITIONAL COMPENSATION

A. Black Seal License:

Employees are required to acquire a Black Seal Boiler License within one (1) year of the date of employment. A stipend of \$1,100 will be paid for utilizing this license. Renewal costs to be reimbursed by the Board of Education.

B. When a full-time employee is required to work any one of the following holidays, he/she shall receive double time for actual hours worked on said holiday in addition to regular pay:

New Year's Day
Labor Day

Memorial Day
Thanksgiving

Fourth of July
Christmas

C. Custodial Supervisor overtime may not exceed \$20,000 annually unless approved by the School Business Administrator and Superintendent indicating reasons for increase in overtime specifying the new threshold.

D. Head Custodian overtime may not exceed \$17,500 annually unless approved by the School Business Administrator and Superintendent indicating reasons for increase in overtime specifying the new threshold.

E. Any work week beyond forty (40) hours during July shall be compensated at the normal overtime rate.

F. If, at the request or direction of the Coordinator of Facilities, a unit member 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: \$300
- b) Heavy Machinery: \$600
(e.g. boom lift, skid steer, scissor lift, etc. as defined by PEOSH / OSHA)
- c) EPA / AHERA Asbestos Building Inspector Certification: \$350

G. Head Custodians:

Shift Differential for 2nd shift – Evening - 3:00 p.m.-11:30 p.m. inclusive of a one-half (1/2) hour for meal and 4:00 p.m. - 12:30 p.m. inclusive of a one-half (1/2) hour for meal - \$1,500 per year

ARTICLE V

SICK LEAVE AND PAYMENT OF ACCUMULATED SICK DAYS AT RETIREMENT

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

B. All unused days shall be cumulative.

C1. Upon retirement from the District and upon approval from the NJ Division of Pensions and Benefits, Custodial Supervisors who retire shall be paid for the unused accumulated sick leave days based upon the following formula:

One-half (1/2) of accrued number sick days at time of retirement times \$150
to a maximum payment to any one employee to be \$10,000.

C2. Upon retirement from the District and upon approval from the NJ Division of Pensions and Benefits, Head Custodians who retire shall be paid for the unused accumulated sick leave days based upon the following formula:

One-half (1/2) of accrued number sick days at time of retirement times \$150
to a maximum payment to any one employee to be \$10,000.

D. A **health care provider's** certificate will be required for absences caused by an **employee's** personal illness for more than three (3) consecutive days. This includes absences using sick days only, and absences using combinations of sick days, other personal leave (e.g. personal days, vacations 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 vacation/holiday or school closing in any contract year (July 1 – June 30), a **health care provider's** certificate will be required for each subsequent instance of one (1) or more consecutive sick days used if it occurs immediately before or after a vacation/holiday or school closing in that contract year.

ARTICLE VI

OTHER LEAVES

A. Absence for Communicable Disease

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

B. Absence for Jury Duty

No deductions shall be made in salary of any employee who is absent by reason of a court subpoena. An employee who serves as a juror in federal or state courts shall receive regular salary less all payments received for jury service.

ARTICLE VII

EMERGENCY LEAVE WITH PAY EXCLUSIVE OF SICK LEAVE

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

- A. Death in the immediate family—four (4) consecutive days. This leave must be used within six (6) months of the immediate family member's death. Exceptions to this timeframe may be approved by the Superintendent or her/his designee. The immediate family shall be defined as follows:

- Spouse
- Children
- Mother or Father
- Brothers or Sisters
- Mother-in-law or Father-in-law
- Grandparents
- Other relatives, if living in the same domicile at time of death
- Where the employee is primarily responsible for making or setting funeral/memorial arrangements, legal affairs and/or financial affairs of the deceased

No more than two instances of "immediate family" emergency leave shall be taken by an employee in a single year.

Documentation related to the eligibility criteria for the benefit outlined above where the employee is primarily responsible for making or setting funeral/memorial arrangements, legal affairs and/or financial affairs of the deceased must be provided by the employee.

- B. Death of a relative not a member of the immediate family—one (1) day. Maximum two (2) days per year. This leave must be used to attend a funeral or other memorial ceremony for the relative within six (6) months of the relative's death. Exceptions to this timeframe may be approved by the Superintendent or her/his designee.

ARTICLE VIII

PERSONAL DAYS

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

Religious
Health problems of a child or spouse

Legal business
Death of a friend

For Association Personnel who work less than twelve (12) months in a year, personal days will be prorated.

- B1. Employees must notify their immediate supervisor in advance whenever possible, of each personal taken. Personal days must be approved in advance by the employee's immediate supervisor. No reason needs to be given.
- B2. 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".
- B3. The Superintendent of Schools or his/her designee for good cause may grant other leaves for personal reasons.
- B4. A personal business day cannot be taken during the five (5) days prior to the closing of school, or the five (5) days prior to the start of school, nor immediately before or after any school holiday or vacation. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools or his/her designee may be granted.

ARTICLE IX

HEALTH BENEFITS

A. Hired before 7/1/2008:

Subject to change on an annual basis or its equivalent for Custodial Supervisors and Head Custodians

- 1) Medical: School Employee Health Benefits Plan
- 2) Dental/Orthodontic Services
- 3) Prescription: SEHBP Standalone plan for N.J. Direct 10 and N.J. Direct 15 medical enrollments; SEHBP for NJEHP and GSP.
- 4) Vision Care
- 5) Disability - **Hired on or before June 30, 1996**
Sixty percent (60%) of monthly base (\$3,500 maximum) ninety (90) days elimination period or accumulated sick days whichever is greater. Three percent (3%) cost of living adjustment shall not be provided by the insurance carrier

B. Hired on or after 7/1/2008:

Subject to change on an annual basis or its equivalent for Custodial Supervisors and Head Custodians

- 1) Medical: School Employee Health Benefits Plan
- 2) Dental/Orthodontic Services: \$1,500 maximum per year/\$2,000 maximum lifetime
- 3) Prescription: SEHBP Standalone plan for N.J. Direct 10 and N.J. Direct 15 medical enrollments; SEHBP for NJEHP GSP.

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

ARTICLE X

VACATION LEAVE

- A. One (1) year – four (4) years of employment 15 days per year
After four (4) years of employment.....20 days per year
After fifteen (15) years of employment (Custodial Supervisors only)22 days per year

Vacation days are accrued each year and are pro-rated for staff employed less than a full year. During the first year of employment, vacation days cannot be used until July 1st of the new school year

- B. All employees can carry over up to five (5) vacation days into the next school year.
- C. 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) days of submission except for requests given on shorter notice.
- D. 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.
- E. 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.
- F. Vacation scheduling shall be subject to the approval of to the Coordinator of Facilities or his/her designee. Vacation days cannot be called in or otherwise used without prior approval except for unforeseen emergency circumstances. Documentation of emergency circumstances must be provided upon request to the employee's immediate supervisor.

ARTICLE XI

INCLEMENT WEATHER

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

All Custodial Supervisors and Head Custodians will be expected to report for work as usual on scheduled days and hours when school is closed because of inclement weather.

The School Business Administrator or his/her designee is authorized to modify work schedules when an emergency warrants it.

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

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

No deduction in salary shall be made for any employee who is absent due to travel restrictions resulting from inclement weather which makes 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).

ARTICLE XII

PROTECTIVE GLASSES & WORK GEAR

- A. The Board shall pay for the cost of protective safety glasses for each employee, which may be required by the provisions of OSHA. Said glasses shall, at all times, remain the property of the Board and shall remain on the premises of the school when not being used by an employee during the hours of employment.
- B. The Board will provide one (1) pair of shoes and uniforms.
- C. Every other year, the Board will provide up to two (2) of the following items for each member: Winter Coat, Spring Jacket, Snow Coverall, or Rain Coverall.
- D. In April of each year, the Administration at the Association's request will conduct a meeting to discuss whether and how members may try on uniforms and footwear to ensure appropriate sizes.
- E. The Board shall reimburse each employee the sum of \$650 each year as a uniform maintenance allowance. The sum shall be paid payable semi-monthly and prorated, if applicable.

ARTICLE XIII

TERMINATION

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.

ARTICLE XIV

CONTINUING EDUCATION

- A. Continuing education not to exceed \$1,500 annually. Eligibility is based upon course completion during the reimbursement period between July 1st and June 30th with an approved course Grade B or higher. The course work may be undergraduate or graduate, but must be from an accredited college or university and must be acceptable for use in a degree program at that institution. Courses must be related to the employee's current or future district job responsibilities, or otherwise approved by the employee's immediate supervisor. All claims for tuition reimbursement must be approved by the Superintendent or his/her designee and submitted no later than ninety (90) days following the completion of the program for which tuition was paid.
- B. Bonus payment \$700 annually for course or seminar that is deemed to enhance skills or knowledge as related to current assignment for Custodian Supervisor only.

ARTICLE XV

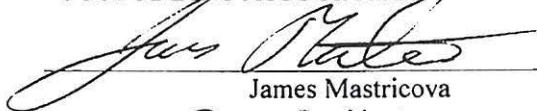
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2027. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

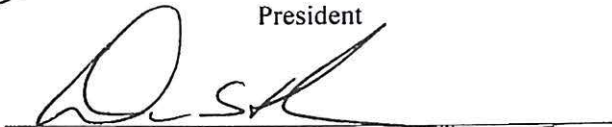
IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective Presidents, attested to by their respective secretaries/officers all on the day and year first above written.

BERGEN COUNTY TECHNICAL SCHOOLS
CUSTODIAL SUPERVISORS AND HEAD
CUSTODIANS ASSOCIATION



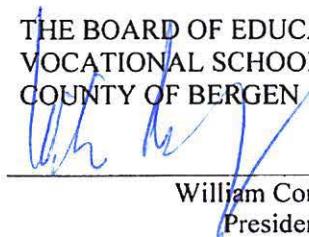
James Mastricova
President



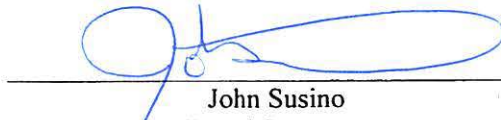
Drew Porschen
Vice President

Date

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



William Connelly
President



John Susino
Board Secretary

August 28, 2024

Date