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THIS BOOK DOES
NOT CIRCULATE

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ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Barrington Employees Organization as the exclusive "representative" as defined by Chapter 303 P.L. 1968, for all maintenance and custodial employees, employed by the Barrington Board of Education.
2. The Board agrees not to negotiate with any other organization other than that designated as the representative pursuant to the "New Jersey Employer-Employee Relations Act" for the duration of this agreement.

1975-1976
1977-1978

LIBRARY
Institute of Management and
Labor Relations

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ARTICLE II - MANAGEMENT RIGHTS CLAUSE

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey including, but without limiting the generality of the foregoing, the right;
 - (a) To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees;
 - (b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
2. Exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformation with the applicable laws and regulations of the State of New Jersey.

ARTICLE III - EMPLOYEE CLASSIFICATIONS

1. Each new employee will serve a 60 day apprenticeship period.
2. After successfully completing the apprenticeship period, and if employment is continued by the Board, he will be considered a probationary employee for the remainder of his first year.
3. Employees with more than one year of service will be considered regular employees.

ARTICLE IV - GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Barrington School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this contract or of an established policy governing employees, or an administrative decision affecting employees. A grievance, to be considered under this procedure, must be initiated by the grievant (the employee or Organization) within thirty (30) calendar days from the time the grievant knew or should have known of its occurrence.

Procedure

1. Meetings and hearings under this procedure shall be conducted in private and shall include only interested parties and/or their designated or selected representatives.
2. Any employee who has a grievance shall discuss it first with his principal, or, if applicable, with the School Business Administrator, in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 10 school days, he shall set forth his grievance in writing to his principal, or if applicable, the School Business Administrator, specifying:
 - (a) the nature of the grievance,
 - (b) the nature and extent of the injury, loss or inconvenience,
 - (c) the results of previous discussions,
 - (d) his dissatisfaction with decisions previously rendered.

Procedure

The principal or School Business Administrator shall communicate his decision to the employee in writing within 10 school days of the receipt of the written grievance.

4. The employee may appeal the principal's or School Business Administrator's decision within 10 school days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or School Business Administrator as specified above and his or her dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing to the employee and the principal or School Business Administrator.
5. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. The Board, at its option, or at the request of the employee, shall hold a hearing with the employee grievant, and render a decision in writing and forward copies thereof to the grievant and to the Organization within thirty (30) calendar days of receipt of the appeal, or, if a hearing is granted, within thirty (30) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

Procedure

6. If the employee is dissatisfied with the decision of the Board of Education, the employee or the Organization may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision in writing of the Board of Education was made known to the employee or his representative. Except for: a complaint of a probationary employee which arises by reason of his not being re-employed. Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal. The following procedure will be used to secure the services of an arbitrator:

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine, with 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator will be binding on both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitration hearings.

Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
3. If time is lost by any employee due to arbitration proceedings, necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.
4. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties.

Procedure

7. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE V - RIGHTS OF ORGANIZATION

1. Representatives of the Organization and of the New Jersey Education Association shall be permitted to transact official Organizational business on school property, provided that this shall not interfere with or interrupt normal school operations.
2. The Organization and its representatives may be permitted to use school buildings for meetings. (Meetings shall be cleared with the building principal so as not to interfere with other scheduled activities.)
The Organization shall be responsible for payment of extra maintenance and service costs in accordance with Board policy.

ARTICLE VI - LEAVE

A. Sick Leave

1. Custodians and maintenance personnel under contract will be allowed 14 sick leave days per year with full pay. Two of these days may be used for personal leave days. All unused sick leave will be accumulative. (A doctor's certificate may be required.)
2. For an illness period of five days or more, a doctor's certificate may be required, upon return to work.
3. Additional sick leave (doctor's certificate is required).
In cases of unusual illness, of a serious nature, the Superintendent may grant the following sick benefits, in any one school year. This is to be considered over and above the accrued sick leave, in addition to present illness provisions stated above.
 - a. To employees with up to three (3) years of employment in the Barrington Public Schools, prior to their request for sick leave, their base salary less the pay for his or her substitute, for a period not to exceed ten (10) days.
 - b. To employees with more than three (3) and less than ten (10) years of employment in the Barrington Schools, prior to their request for sick leave, their base salary, less the pay of his or her substitute, for a period not to exceed twenty (20) days.
 - c. To employees with more than ten (10) years of employment in the Barrington Public Schools, prior to their request for sick leave, their base salary, less the pay of his or her substitute, for a period not to exceed thirty (30) days.

B. Personal Leave

1. Employees may be allowed up to two personal business days per school year (to be deducted from sick leave in accordance with Section A, paragraph 1 of Article VI,) with full pay, provided notice is given in advance to the Superintendent, and permission is granted by him. The application for a personal leave day, containing the reasons for the leave, must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable.)
2. Personal business means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.
3. A personal business leave day shall not normally be granted for the day preceding or the day following holidays or vacations, or for the first and last days of the school year.
4. It is intended that the two (2) day limitation shall be the total of all such days in any given year.

C. Bereavement

In addition to sick leave and personal days, the following bereavement benefits shall be available:

1. The Superintendent may grant a maximum of five (5) days with full pay for death in the immediate family. The immediate family shall consist of father, mother, wife, husband, sister, brother, children or anyone whose family relationship is such that the employee will be involved in making the detailed burial arrangements.

C. Bereavement

2. The Superintendent may grant, in one school year, one day's absence, with full pay, to attend the funeral of grandparents, aunts, uncles, nieces, nephews, first cousins or any in-law not covered in provision "1".
3. The Superintendent may grant, in any one school year, one day's absence to attend the funeral of a close friend. The employee shall be paid his or her base salary for the day less the cost of the substitute.

D. Military Leave

1. Reserve

Any officer or employee of a school district who is a member of the organized reserve of the Army of the United States, Navel Reserve, United States Air Force or United States Marine Corps Reserve, or other organizations affiliated therewith, is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in field training.

a. Full pay will be paid.

2. National Guard

All officials and employees of a school district who are members of the organized military are entitled to leave of absence from their respective duties, without loss of pay or time, on all days during which they are engaged in active duty, active duty for training, or other duty ordered by the Governor; provided, however, that such leaves of absence do not exceed 90 days in the aggregate in any one year.

a. Only "differential" pay (i.e. the difference between full pay and that received from the military training) will be paid.

3. Vacation Leave

The above leaves will be in addition to regular allowed vacation leave.

E. Leaves for Personal Health

1. Upon the recommendation of the Superintendent, the Board of Education may permit employees with three full years of service to take leaves not in excess of one year, without pay, for restoration of health, provided all sick leave has been first exhausted as provided.
2. A doctor's certificate may be required, prior to the granting of such leave.

ARTICLE VII - NO STRIKE CLAUSE

1. No lockout of employees shall be instituted by the Board during the term of this agreement.
2. The Organization agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strike, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board and operation of the schools. In the event that Organization members participate in such activities in violation of this provision, the Organization shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

ARTICLE VIII - VACATIONS

1. Custodians will be allowed one week's vacation with regular pay if hired by April 1st. After one year's employment on April 1st, the custodian will be allowed two week's vacation with regular pay.
2. Beginning July 1, 1972, custodians with ten year's service in the Barrington School District will be allowed three weeks vacation.
3. Vacations must be taken during the scheduled school vacation and are not accumulative.
4. The building principal will be responsible for the scheduling of these vacations.

ARTICLE IX - HOLIDAYS

1. All employees covered by the terms of this agreement shall not be required to work on the following holidays:

July 4	New Year's Day
Labor Day	Presidents' Day
Veterans Day	Good Friday
Thanksgiving Holiday-Thurs & Fri.	Easter Monday
December 24	Memorial Day
Christmas Day	

2. If these holidays should fall on a usually scheduled day off for an employee, he shall be given an additional day off to compensate for this. This does not include Saturdays or Sundays.

ARTICLE X - SALARIES, HEALTH BENEFITS, HOURS OF WORK

1. The salaries of all employees covered by this agreement shall be set forth as Schedule "A" for the 1975-1976 school year, Schedule "B" for the 1976-1977 school year, and Schedule "C" for the 1977-1978 school year.
2. The regular work week shall be forty hours. All work performed on a regular work day in excess of eight hours shall be paid at the rate of time and one-half computed at the employee's regular rate of pay. All work performed on Saturday shall be paid at the rate of time and one-half computed at the employee's regular rate of pay. All work performed on Sundays or holidays shall be paid at the rate of double time computed at the employee's regular rate of pay.
3. All employees covered by this contract will receive the same health benefits as those negotiated by the Barrington Education Association for the teachers.

TERM OF THIS CONTRACT

It is agreed that this contract shall be effective for a period of three (3) calendar years from July 1, 1975 to June 30, 1978.

SCHEDULE A
Salaries
1975 - 1976

<u>Years of Service</u>	<u>Custodians</u>	<u>Custodial Maintenance</u>
1	\$5650	\$7450
2	5900	7700
3	6150	7950
4	6400	8200
5	6650	8450
6	6900	8700
7	7150	8950
8	7400	9200
9	7650	9450
10	200 Service	200 Service
15		200 Service

1. All employees shall be placed on scale
2. The Board may, at its option, hire experienced personnel or those with special skills at an appropriate advanced step on the salary schedule.

ADDITIONAL BENEFITS

Health benefits same as teachers' contract

SCHEDULE B

Salaries

1976 - 1977

<u>Years of Service</u>	<u>Custodians</u>	<u>Custodial Maintenance</u>
1	\$5900	\$7700
2	6150	7950
3	6400	8200
4	6650	8450
5	6900	8700
6	7150	8950
7	7400	9200
8	7650	9450
9	7900	9700
10	250 Service	250 Service
15		250 Service

1. All employees shall be placed on scale
2. The Board may, at its option, hire experienced personnel or those with special skills at an appropriate advanced step on the salary schedule.

ADDITIONAL BENEFITS

Health Benefits same as teachers' contract

SCHEDULE C
Salaries
1977 - 1978

<u>Years of Service</u>	<u>Custodians</u>	<u>Custodial Maintenance</u>
1	\$6150	\$7950
2	6400	8200
3	6650	8450
4	6900	8700
5	7150	8950
6	7400	9200
7	7650	9450
8	7900	9700
9	8150	9950
10	300 Service	300 Service
15		300 Service
20		300 Service

1. All employees shall be placed on scale
2. The Board may, at its option, hire experienced personnel or those with special skills at an appropriate advanced step on the salary schedule

ADDITIONAL BENEFITS

Health benefits same as teachers' contract

In Witness Whereof, the BOARD OF EDUCATION OF THE BOROUGH OF BARRINGTON, Camden County, New Jersey and BARRINGTON EMPLOYEES ORGANIZATION, a New Jersey non-profit corporation, have caused these presents to be signed by their proper officers and their respective corporate seals to be affixed hereto, this _____ day of _____ 1975.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH
OF BARRINGTON
By

(Board
Seal)

Secretary

President

ATTEST:

BARRINGTON EMPLOYEES ORGANIZATION

(Corp.
Seal)

Secretary

President