

4-3187

03-00

A G R E E M E N T

Between the

BURLINGTON COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and the

SPECIAL SERVICES CUSTODIAL AND MAINTENANCE ASSOCIATION a/w N.J.E.A.

~~Proposal 1980 - 81~~

1981 - 82

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This Agreement entered into this day of , 1980, by and between the Board of Education of the Burlington County Special Services School District, hereinafter called the "Board", and the Special Services Custodial and Maintenance Association, a/w N.J.E.A., hereinafter called the "Association", is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to NISA Title 34:13A-1 et seq.

The Association is the representative of the employees hereinafter designated with respect to terms and conditions of employment.

BURLINGTON COUNTY SPECIAL SERVICES SCHOOL DISTRICT

RECOGNITION AGREEMENT

Between

Burlington County Special Services Board of Education

and

Special Services Custodial and Maintenance Association a/w N.J.E.A.

The Burlington County Special Services Board of Education hereby recognizes the Special Services Custodial and Maintenance Association a/w N.J.E.A. as the representatives for professional negotiations concerning terms and conditions of employment for all designated personnel in the Burlington County Special Services School District within the scope of NJSA Title 34:13A-1 et seq.

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

Dated this _____ day of _____, 1980.

Pres., Spec. Serv. Cust/Maint. Assoc.
Elverton Morse

Pres., Board of Education
Robert C. Corson

V. Pres., Spec. Serv. Cust/Maint Assoc.
John Stevenson

Secretary, Board of Education
Charles A. Tier

Sec/Treasurer, Spec. Serv. Cust/Maint.
Assoc.
Joseph Alfred

GRIEVANCE PROCEDUREDEFINITIONS:

1. A grievance is a claim based on the interpretation, application or violation of policies, agreements and administrative decisions affecting employees of the School District. It does not include:
 - a. Any claim where a method of review has heretofore been or hereafter is, established by law, rule or regulations, by way of appeal to any commissioner, commission, board, agency or court whether said rights having been created for general application (e.g. civil service) or specific application (e.g. to the Commissioner of Education).
 - b. Matters where the Board is prohibited by law, regulation, or decision from acting.
 - c. Matters beyond this contract involving the sole discretion of the Board.
2. Aggrieved Person is the person making the claim.
3. Representative is an individual selected by the aggrieved person to counsel, advise, and represent him. The aggrieved person must be present at all times. The Association will not be responsible for expenses incurred by the aggrieved for the services of a representative unless so authorized by the Association.
4. Association is the Association which has been recognized by the employer for the purpose of negotiation under the provisions of NJSA Title 34:13A-1 et seq.

PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise concerning the welfare or term and conditions of employment of custodial and maintenance personnel. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

Grievance Procedure continued.....

Nothing herein contained shall be construed as limiting the right of any custodial and maintenance personnel having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

PROCEDURE:

Since it is important that grievances be presented as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Level One

A custodial and maintenance personnel with a grievance shall notify his supervisor within seven (7) working days of the grievance, with the objective of resolving the matter informally. The custodial and maintenance personnel loses the right to grieve if s/he does not comply within specified time. The supervisor shall act on the grievance within five (5) working days after the initial grievance.

The involvement of the supervisor in the first step of the grievance procedure should be a personal dialogue between the supervisor and the custodial and maintenance personnel. If a custodial and maintenance personnel wishes representation at this level, written notice must be given to the supervisor at least twenty-four (24) hours before the scheduled meeting.

Level Two

If the complaint is not settled by respective supervisor to whom the appeal is made in level One in five (5) working days, or the aggrieved receives no communication on the resolution of the grievance in five (5) working days after presentation of the grievance, the custodial and maintenance personnel may file his grievance in writing within ten (10) working days after the original presentation to the supervisor with the Superintendent of Schools.

Grievance Procedure continued.....

Such communication should notify the Superintendent whether the aggrieved wishes the Association representation to be or not to be present and should be filed with the knowledge of his supervisor that this second step is being taken.

The Superintendent of Schools shall act on the grievance within twenty (20) working days.

Level Three

If the aggrieved person is not satisfied with the Superintendent's decision or if no decision has been rendered within twenty (20) working days after the grievance was received by the Superintendent of Schools, the aggrieved may arrange an appointment through the Superintendent with the Board of Education for discussion.

This request must be made in writing through the Superintendent of Schools, and must be filed no later than ten (10) working days after the Superintendent's decision or thirty (30) working days after referral to him.

The Board of Education shall take action on the grievance in twenty (20) working days after the written request is received and communicates its decision through the Superintendent of Schools to the aggrieved with a copy to the Association if represented as set forth above.

LEAVE

SICK LEAVE:

All 10-month contracted custodial and maintenance personnel shall be allowed sick leave with full pay for ten (10) school days in any school year. All 12-month contracted custodial and maintenance personnel shall be allowed sick leave with full pay for twelve (12) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Cashing In Accumulated Sick Leave

Payment shall be made to an employee by the Board of Education for all of that employee's unused accumulated sick leave upon an official retirement which has been approved by the New Jersey Division of Pensions. Such payment shall be made at the rate of 10% of the retiree's daily rate of pay at date of retirement for each unused sick leave day. Daily rate of pay is defined as 1/200 of a 10-month employee's annual salary and 1/240 of a 12-month employee's annual salary.

TEMPORARY LEAVE OF ABSENCE:

This policy shall cover absences not chargeable to sick leave, or professional or semi-professional assignments directly beneficial to the school system.

1. Death in the immediate family three (3) days. Immediate family to include:

- a. Parents
- b. Grandparents
- c. Mother-in-Law
- d. Father-in-Law
- e. Legal Guardian(s)
- f. Spouses
- g. Children
- h. Brothers and Sisters

2. Death of relative, not in immediate family, one (1) day.

3. Leave may be granted for other reasons if approved by the Superintendent of the Burlington County Special Services School District.

Requests for temporary leaves of absence shall be submitted in writing (in advance, when possible) recommended by the Supervisor and approved by the Superintendent.

Temporary Leave of Absence continued.....

4. Contingency Days

- a. The Board will provide for three (3) days contingency leave at full pay during any one year (no unused days shall be accumulated for use in another year) for personal family matters that cannot be cared for during the non-school hours.
- b. Requests for contingency days shall be submitted in writing five (5) days before such leave, recommended by the Supervisor and approved by the Superintendent

OTHER LEAVE:

Other leaves of absence with or without pay may be granted by the Board, upon recommendation by the Superintendent, for good reasons.

All such requests must be approved in advance by the Superintendent of Schools upon recommendation of the building supervisor.

EXCEPTIONS:

When a pay day falls on or during a school holiday, vacation or weekend, custodial and maintenance personnel shall receive their paycheck on the last previous working day.

WITHHOLDING OF INCREMENTS:

The Board of Education reserves the right to withhold increments and adjustments in any given year with due notice to the custodian and maintenance personnel at least three (3) months prior to the issuance of contracts.

INSURANCE PROTECTION:

The Board assumes the cost of full coverage of Blue Cross/Blue Shield and Major Medical for contracted members of the "staff" and their dependents. The Board reserves the right to change to a difference insurance plan provided that it will give comparable or better benefits to our school employees.

At the beginning of the school year, material will be distributed to the custodial and maintenance personnel containing all the necessary information regarding the health plan and its benefits.

PRESCRIPTION PLAN:

The Board of Education will also assume the cost of the prescription drug plan for individual and dependents - \$1.00 deductible.

DENTAL PLAN:

The Board of Education will also assume the cost of a dental plan as per the Bollinger's Insurance Company for all contracted individuals and their dependents with a \$25.00 deductible.

The Board reserves the right to change to a different insurance plan provided that it will give comparable or better benefits to our school employees. At the beginning of the school year, material will be distributed to the staff containing all necessary information regarding this plan.

ASSOCIATION RIGHTS AND PRIVILEGES:

All non-certified contracted employees shall be considered as probationary for the first ninety (90) contracted working days of their employment as per Board policy. During the probationary period, an employee shall be entitled to all rights and benefits provided under this contract.

The Board agrees to deduct from the salaries of the custodians, dues to the local Burlington County Educational Association. The New Jersey Education Association as said custodians/maintenancemen individually and voluntarily authorize the Board to deduct.

WORK SKILL IMPROVEMENTS:

The covered employee attending an accredited school approved by the Superintendent, enrollment in a course or courses shall be reimbursed by the Board. The Board shall pay 50% of the tuition, books and registration fees taken during the year. The Board will make payment twice a year during October and March.

UNIFORMS:

The Board shall provide two (2) sets of uniforms and one (1) jacket per year for each employee. If it is the custodians/maintenanceman's option for no jacket in any year, another uniform will be provided. All new employees shall receive three (3) sets of uniforms and one (1) jacket after issuance of contract.

HOLIDAYS:

The Board guarantees fifteen (15) paid holidays to be made available during the course of each fiscal year.

DURATION OF AGREEMENT

This Agreement shall be effective as of _____,
and shall continue in effect until _____. This Agreement
shall expire on the date indicated unless an extension is agreed to in writing
by both parties.

In Witness:

Special Services Custodial/Maintenance
Association

Dated _____
Burlington County Special Services
Board of Education

President
Elverton Morse

President
Robert C. Corson

Vice President
John Stevenson

Board Secretary
Charles A. Tier

Secretary/Treasurer
Joseph Alfred

	<u>CUSTODIAL 80-81</u>	<u>1981-82</u>	<u>MAINT. 80-81</u>	<u>1981-82</u>
1	8,300	8,977	9,300	9,994
2	8,537	9,227	9,555	10,294
3	8,774	9,477	9,810	10,594
4	9,047	9,727	10,137	10,894
5	9,320	10,022	10,464	11,248
6	9,593	10,316	10,791	11,601
7	9,866	10,610	11,118	11,955
8	10,139	10,904	11,445	12,309
9	10,412	11,198	11,772	12,662
10	10,685	11,492	12,099	13,016
11	10,958	11,786	12,426	13,370
12	11,231	12,080	12,753	13,724

Longevity \$250.00 at the beginning of the 5th, 10th, 15th and 20th year.

<u>CUSTODIAL STAFF</u>	<u>STEP LEVELS</u>	<u>1980-81</u>
Stevenson, John	8	\$10,389
Alfred, Joe	5	9,320
Moyer, Clyde	7	9,866
Yoakum, Raymond	3	8,774
Morse, Elverton	8	10,389
Cuzzupe, Michael	3	8,774
Grilgaitis, George	8	10,139
Bennett, Paul	6	9,593

<u>MAINTENANCE STAFF</u>	<u>STEP LEVELS</u>	<u>1980-81</u>
Pyffer, John	8	\$11,695

