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Institute of Management
Labor Relations

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THIS DOES NOT
COUNTER

Sussex County Vocational-Technical
School Board of Education

AGREEMENT

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL

IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL

CUSTODIANS ASSOCIATION

X July 1, 1984
through
June 30, 1987

P R E A M B L E

THIS AGREEMENT is made and entered into on this
Twelfth day of June 1984, by and between
the Board of Education of the Vocational School in the
County of Sussex and the Sussex County Vocational
Custodians Association.

It represents the complete and final understanding
of all negotiations between the Board and the Association
for the duration of the agreement.

ARTICLES

PREAMBLE

			<u>PAGE</u>
ARTICLE	I	RECOGNITION	1
ARTICLE	II	UNIT DEFINITION	2
ARTICLE	III	TIME SCHEDULE	3
ARTICLE	IV	HOLIDAYS - WEEKENDS	4 & 4-1
			4 & 4-1 (85-86)
			4 & 4-1 (86-87)
ARTICLE	V	VACATION	5, 5-1 & 5-2
ARTICLE	VI	SICK LEAVE	6
ARTICLE	VII	PERSONAL DAYS & OTHER AUTHORIZED ABSENCES	7 & 7-1
ARTICLE	VIII	REIMBURSEMENT	8
ARTICLE	IX	RETIREMENT	9
ARTICLE	X	GRIEVANCE PROCEDURE	10, 10-1, 10-2, & 10-3
ARTICLE	XI	MISCELLANEOUS	11
ARTICLE	XII	SALARIES AND BENEFITS	12
ARTICLE	XIII	DURATION OF AGREEMENT	13

ARTICLE I

RECOGNITION

- A. The Board of Education of the Vocational School in the County of Sussex recognizes the Sussex County Vocational Custodians Association as the collective negotiating unit concerning grievances and terms and conditions on behalf of all full-time custodial employees.

- B. All other positions, not specifically defined above, are excluded.

ARTICLE II

UNIT DEFINITION

A. This contract shall cover all persons employed full time in the following positions:

1. School Custodians
2. Groundskeepers
3. Maintenance Personnel

ARTICLE III

TIME SCHEDULE

- A. All custodians will work a 40-hour week. Their time schedule will be set by the Assistant Superintendent for Business. Such 40-hour work week will include lunch period.
- B. Permanent shift changes, if required, shall be made by the Assistant Superintendent for Business by first assigning volunteers and then on the basis of district needs and employee qualifications. It shall be the district's practice to also consider seniority and performance in making involuntary changes.
- C. All custodians are entitled to a full period in accordance with the bell schedule for lunch. Employees are requested to have their lunch at school unless there is an emergency and they must leave the building. Under these circumstances, notification of the immediate supervisor prior to leaving the building is required.
- D. A time period of fifteen minutes is provided for coffee break. Schedule for the coffee break shall be arranged by the supervisor. This is a daily period which cannot be accumulated and which cannot be utilized to alter the normal working day schedule.

ARTICLE IV

HOLIDAYS - WEEKENDS

- A. The following single holiday or multiple holiday schedule is in effect for non-teaching staff:

<u>HOLIDAY</u>	<u>* DATE OBSERVED</u>
1. INDEPENDENCE DAY	Wednesday, July 4, 1984
2. LABOR DAY	Monday, September 3, 1984
3. THANKSGIVING	Thursday, November 22, 1984
4. HOLIDAY	Friday, November 23, 1984
5. HOLIDAY	Monday, December 24, 1984
6. CHRISTMAS	Tuesday, December 25, 1984
7. HOLIDAY	Monday, December 31, 1984
8. NEW YEAR'S DAY	Tuesday, January 1, 1985
9. WASHINGTON'S BIRTHDAY OBSERVED	Monday, February 18, 1985
10. GOOD FRIDAY	Friday, April 5, 1985
11. HOLIDAY	Monday, April 8, 1985
12. MEMORIAL DAY OBSERVED	Monday, May 27, 1985

*To be determined each year after the school calendar has been approved by the Board prior to the beginning of each school year.

All future holiday schedules will consist of no less than twelve (12) days per year and will be developed in consultation with the Association. In the event a custodial/maintenance employee is required to work on a holiday to assure continued operation of the District, said employee shall be awarded compensatory time or reimbursed at the rate of twice his/her normal hourly rate.

The school will be closed during the above holidays and the weekend prior to or following the nearest date listed above.

ARTICLE IV
HOLIDAYS-WEEKENDS - Continued

- B. When the holiday comes on Saturday or Sunday, it shall be provided for as approved by the Assistant Superintendent for Business in accordance with Board policy for other employees.
- C. When required to work on Saturday or above the regular 40-hour work week salary will be based on the average hourly rate of pay determined in the usual manner multiplied by 1.5 and when such work is required on Sunday, the average hourly rate is multiplied by 2.0 provided the above days do not constitute a normal 5 day work week.

ARTICLE IV

HOLIDAYS - WEEKENDS

To be determined in accordance with existing agreement.

ARTICLE IV

HOLIDAYS - WEEKENDS

To be determined in accordance with existing agreement.

ARTICLE V

VACATION

A. Vacation time will be earned as follows (based on full-contract year of work):

Up to five full years of service - 12 days per year

More than five and up to fifteen
full years of service - 17 days per year

Over fifteen years of service - 22 days per year

In addition to the vacation specified above, employees shall accrue additional vacation time using the following formula:

$$\frac{12 \text{ Minus No. of sick days used the previous year}}{12} \times 3 \text{ equals}$$

additional vacation days for the current year. Fractions shall be rounded to the nearest 1/2 day. (See attached Example of Sick Days - Vacation Formula.)

B. During the first year of employment, vacation will be earned at the rate of 1 day per month.

C. Vacation carry-over of up to five (5) days may be permitted provided:

1. The employee has been employed for one year or more.
2. The employee has been recommended for re-employment.
3. The employee has a satisfactory evaluation.
4. A written request to the Assistant Superintendent for Business is made at least thirty days prior to June 30.
5. Scheduling of approved carry-over shall be at the discretion of the Assistant Superintendent for Business.

D. Custodians leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes at the discretion of the Board of Education. Credit for the portion of a year worked will be established on the following schedule:

Up to five full years of service - 1 day for each full month of service.

More than five and up to fifteen
full years of service - 1.5 days for each full month of service.

Over fifteen years of service - 2 days for each full month of service;
maximum of 22 days.

In no case will the above calculation be permitted to provide for more than the number of days indicated for a full year of service above.

ARTICLE V

VACATION - continued

- E. Vacation time must be arranged with the immediate supervisor. If agreement cannot be reached, the Assistant Superintendent for Business will make the final determination. Vacation time shall be taken prior to June 30th of the contract year in which the vacation is earned, except as outlined in paragraph C.

EXAMPLE OF SICK DAYS = VACATION FORMULA

<u>GIVEN</u>	<u>SICK DAYS TAKEN</u>		<u>GIVEN</u>	<u>ADDITIONAL VACATION DAYS AUTHORIZED</u>
$\frac{12}{12} - 0$	=	$\frac{12}{12} = 1 \times 3 = 3$	=	3 days
$\frac{12}{12} - 1$	=	$\frac{11}{12} = .916 \times 3 = 2.748$	=	2½ days
$\frac{12}{12} - 2$	=	$\frac{10}{12} = .833 \times 3 = 2.499$	=	2½ days
$\frac{12}{12} - 3$	=	$\frac{9}{12} = .75 \times 3 = 2.25$	=	2½ days
$\frac{12}{12} - 4$	=	$\frac{8}{12} = .666 \times 3 = 1.998$	=	2 days
$\frac{12}{12} - 5$	=	$\frac{7}{12} = .583 \times 3 = 1.749$	=	2 days
$\frac{12}{12} - 6$	=	$\frac{6}{12} = .5 \times 3 = 1.5$	=	2 days
$\frac{12}{12} - 7$	=	$\frac{5}{12} = .416 \times 3 = 1.248$	=	1 day
$\frac{12}{12} - 8$	=	$\frac{4}{12} = .333 \times 3 = .999$	=	1 day
$\frac{12}{12} - 9$	=	$\frac{3}{12} = .25 \times 3 = .750$	=	1 day
$\frac{12}{12} - 10$	=	$\frac{2}{12} = .166 \times 3 = .498$	=	½ day
$\frac{12}{12} - 11$	=	$\frac{1}{12} = .083 \times 3 = .249$	=	0 day
$\frac{12}{12} - 12$	=	$\frac{0}{12} = 0 \times 3 = 0$	=	0 day

Fractions shall be rounded to the nearest ½ day

ARTICLE VI

SICK LEAVE

- A. Custodians absent due to illness will call their immediate supervisor. Time forms will be provided by the Business Administrator's office and when completed will be returned weekly to the Business Administrator's office.
- B. Absences for personal illness shall be allowed and shall include pay not exceeding twelve (12) days time in any one contract year. If fewer than said twelve (12) days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative, and if taken shall be paid for. Absences for illness exceeding five (5) consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Business Administrator.
- C. Upon retirement, a member will be paid at the rate of \$10.00 a day for unused sick leave up to a maximum of \$300.00.

ARTICLE VII

PERSONAL DAYS & OTHER AUTHORIZED ABSENCES

- A. Where personal presence is advisable because of the critical illness of (a) parent, brother, sister, husband, wife, child, or (b) any other relative living in the individual's immediate family household, absence will be allowed:

For a period of five (5) days per contract year, noncumulative, and thereafter with the approval of the Business Administrator and without pay.

For purposes of this section, critical illness is defined as illness described as such by competent medical authority.

- B. Absences on account of marriage or to attend weddings of relatives or friends may be allowed by the Business Manager on request, but shall be without pay.
- C. Absences due to a death in the individual's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay for the required period but not to exceed four (4) days in each such case.
- D. Absences because of the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or son-in-law or other relative not living with the immediate family of the employee will be allowed with pay on the day of the funeral only.

ARTICLE VII
PERSONAL DAYS & OTHER AUTHORIZED ABSENCES - Continued

- E. Absences not exceeding three days per year, with pay, but not accumulative, shall be allowed. Request for these personal days shall be made through the immediate supervisor five (5) days in advance except in emergency situations.

ARTICLE VIII

REIMBURSEMENT

- A. When required to utilize personal transportation for school use individuals shall be reimbursed at the rate established by Board policy. Persons authorized for such reimbursement shall be designated by the Business Administrator.

ARTICLE IX

RETIREMENT

A. All employees belonging to the Public Employees Retirement System shall retire at the close of the school year after attaining the age of 65 years, unless the employee, six months prior to the date of retirement, request in writing that he be employed an additional year, and the request is granted by the Board of Education. Such request may be made every year until the employee reaches the age specified in law when retirement is mandatory.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions:

1. GRIEVANCE

A "grievance" is a claim by a member of the Association based upon the interpretation, application, alleged violation of this Agreement, affecting an identified member or group of members.

2. AGGRIEVED PERSON

An "aggrieved person" is the member or members of the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

3. PARTY IN INTEREST

A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to both parties of the problems which may from time to time arise affecting members. 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:

1. TIME LIMITS

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. All grievances shall be filed within ten (10) working days of the

ARTICLE X
GRIEVANCE PROCEDURE - Continued

date of awareness of the grievance.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE - IMMEDIATE SUPERIOR, PRINCIPAL OR BUSINESS ADMINISTRATOR

A member with a grievance shall discuss the same with his immediate superior within fourteen (14) working days of the occurrence of the grievance or within fourteen (14) working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter either directly or if the individual chooses through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO - SUPERINTENDENT AND/OR ASSISTANT SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Director/Superintendent of the School and/or the Assistant Superintendent (with a copy to the Association) within fourteen (14) working days of the conference specified in Level One.

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Director/Superintendent and/or Assistant Superintendent, he shall notify, in writing, within ten (10) working days the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing

ARTICLE X
GRIEVANCE PROCEDURE - Continued

to be held in executive session no later than the next regular Board meeting. Board findings will be final. If either party fails to act within the time limits prescribed, the Grievance shall be waived or moved to the next step, by the party not negligent.

D. Rights of Members to Representation:

1. MEMBER AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. GROUP GRIEVANCE

If, in the judgement of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

ARTICLE X
GRIEVANCE PROCEDURE - Continued

3. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. MEETING AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private.

ARTICLE XI

MISCELLANEOUS

- A. Three sets of custodial uniforms will be provided per custodian per year. On July 1st following an employee's first full year of employment, the employee shall be provided with safety shoes from a vendor of the employee's choosing. Replacement shoes will be provided thereafter as deemed appropriate by the Assistant Superintendent for Business, but, in no case more than one (1) replacement pair per school year.
- B. Coveralls, rain gear, and boots will be purchased for district wide use at the discretion of the Assistant Superintendent for Business.

ARTICLE XII

SALARIES AND BENEFITS

A. An annual salary for the purpose of hiring new employees shall be determined by the Board.

B. Medical, dental and other insurance coverage will be provided for, on the same basis as provided for the teaching staff, by the Board of Education.

C. Maintenance - Custodial Salary Guide - July 1, 1984 through June 30, 1987:

<u>Level</u>	<u>84-85</u>	<u>85-86</u>	<u>86-87</u>
1	\$ 9,718	\$10,301	\$10,919
2	10,321	10,940	11,596
3	10,830	11,480	12,169
4	11,537	12,229	12,963
5	12,235	12,969	13,747
6	12,827	13,597	14,413
7	13,636	14,454	15,321
8	14,377	15,240	16,154
9	15,259	16,175	17,145
10	16,140	17,108	18,134
11	17,021	18,042	19,125
12	17,902	18,976	20,115
13	18,784	19,911	21,106
Night Supervisor	300	400	400
Day Supervisor	200	300	300

NOTE: Level shall be the same as the employee's step on the 1983-84 Salary Guide and effective July 1, 1984 the employee's level shall remain unchanged for the duration of this agreement.


ARTICLE XIII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1984, and shall continue in effect through June 30, 1987.

In witness whereof, the Custodians Association has caused this agreement to be signed by its Chief Negotiator, after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by said Board on the Twelfth day of June 1984. This agreement has been executed in duplicate; one copy to be retained by the Board, and one copy to be retained by the Association; such duplicate original copy being permanently bound.


BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX


Edwin F. Risdon, President

SUSSEX COUNTY VOCATIONAL
CUSTODIANS ASSOCIATION


Earl Chandler, Chief Negotiator

ATTEST:


Frank L. McChesney
Board Secretary