4-3189

July '77 - June 1980

THIS DOES NOT CIRCULATE

AGREEMENT

BETWEEN THE

A

BURLINGTON COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and the

SPECIAL SERVICES CUSTODIAL AND MAINTENANCE ASSOCIATION

THREE YEAR PACKAGE

1977-78

1978-79

1979-80

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This Agreement entered into this 11th day of January, 1978, 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,

hereinafter called the "Association", is for the purpose of

mutually recording terms and conditions for employment and is

entered into after negotiations pursuant to NJSA Title 34:13A-1

etseq.

The Association is the representative of the employee 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

The Burlington County Special Services Board of Education hereby recognizes the Special Services Custodial and Maintenance Association as the representative 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 etseq.

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

Dated this 11 th	_ day of, 1978.
Line Polyet	President, Board of Education
President Special Services Custodial	President, Board of Education
President Special Services Custodial and Maintenance Association	Robert C. Corson
George Grigaitis	
Agsociation Member / John Pyffer	Secretary, Board of Education
John Pyffer	Charles A. Tier
•	

Gordon Brown

Association Member Elverton Morse

GRIEVANCE PROCEDURE

DEFINITIONS

- 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:
 - 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 purposes of negotiation under the provisions of NJSA

 Title 34:13A-1 etseq.

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 terms 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.

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.

PROCEDURES

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.

GRIEVANCE PROCEDURE continued....

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.

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 communicate its decision through the Superintendent of Schools to the aggrieved with a copy to the Association if represented as set forth above.

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.

TEMPORARY LEAVES 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 a 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.

- 4. Contingency Days
 - 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 became ared for during 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 custodial and maintenance personnel at least three 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 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 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 deductible.

DURATION OF AGREEMENT

This Agreement shall be effect	ive as of,
and shall continue in effect until	June 30, 1980 This
Agreement shall expire on the date	indicated unless an extension is
agreed to in writing by both partie	s.
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In Witness:	
	Dated January 11, 1978.
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Special Services Custodial and Maintenance Association	Burlington County Special Service Board of Education
Henre I Guento	Golest C Cross (President)
George Grigoitis	Robert C. Corson
Jahr Willen	The Atten
John Pyffer	(Secretary) Charles A. Tier
•	·
Member)	·
Gordon Brown	
Chester Mone	
Elverton Morse	

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