

Contract # 361

**WORKING AGREEMENT**

**between**

**CITY OF BURLINGTON BOARD OF EDUCATION**

**and the**

**CUSTODIAL/MAINTENANCE FORCE**

**July 1, 1991 - June 30, 1994**

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## PRINCIPLES

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- A. This Agreement is negotiated in order to establish, for its term, the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I-A, attached hereto and made a part hereof.
- B. The Board and the Association the parties to the Agreement, accept the provisions of this Agreement as commitments, which they will cooperatively, and in good faith, honor, support and seek to fulfill.

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## ARTICLE I

### RECOGNITION

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- A. The Board of Education hereby recognizes the City of Burlington Public Schools Custodial/Maintenance Force (hereinafter called Association) as the exclusive and sole representative, for collective negotiations concerning the terms and conditions of employment for all full-time custodial personnel, employed by the Board, whether under contract or on Board approved leave, including Maintenance, Field Person, Custodians Class 1 and Custodians Class 2.
- B. Definition of Employee
- Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all non-professional employees represented by the Association, in the negotiating unit as above defined. Reference to male employees shall also mean female employees.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR

- A. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.
- B. Neither party, in any negotiations, shall have any control over the selection of the negotiating representative of the other party.
- C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association, for the duration of this Agreement.
- D. This Agreement shall not be modified in whole, or in part, by the parties, except by an instrument in writing, duly executed by both parties.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

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2 F. Whenever members of the bargaining unit are mutually scheduled by the  
3 parties hereto to participate, during working hours, in conferences,  
4 meetings, or in negotiations respecting this collective bargaining agree-  
5 ment, they shall be given the opportunity to make up work time missed.  
6 This being accomplished to the satisfaction of the Board, will result in no  
7 loss of pay for said employee.  
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10 **ARTICLE III**

11 **GRIEVANCE PROCEDURE**

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13 A. A grievance shall be defined as a misinterpretation, application, or  
14 violation of this Agreement affecting the employees.  
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16 B. Nothing herein contained shall be construed as limiting the right of  
17 any employee, having a grievance, to discuss the matter informally with  
18 any appropriate member of the administration, and having the grievance  
19 adjusted, without the intervention of the Association, provided the adjustment  
20 is not inconsistent with terms of this Agreement, and that the Association  
21 has been given the opportunity to be present at such adjustment.  
22  
23 C. Procedure  
24  
25 1. Failure, at any step of this procedure, to communicate the  
26 decision on a grievance, within the specified time limits, shall  
27 permit the aggrieved employee to proceed to the next step.  
28 Failure, at any step of this procedure, to appeal a grievance  
29 to the next step, within the specified time limits, shall be deemed  
30 to be acceptance of the decision rendered at that step.  
31  
32 2. A grievance, to be instituted under the provision of this Article  
33 III, must be in writing, and given to the superintendent within  
34 ten (10) work days after the event which occasioned the  
35 grievance.  
36  
37 3. Level One  
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39 An employee, with a grievance, shall first discuss it with his  
40 immediate supervisor (supervising custodian). If the employee  
41 is not satisfied with the decision of his immediate superior, the  
42 aggrieved person may proceed to discuss the grievance with the  
43 principal of his building, either directly or through the  
44 Association's designated representative, with the objective of  
45 resolving the matter informally.  
46  
47 4. Level Two  
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49 If the aggrieved person is not satisfied with the disposition of his  
50 grievance at Level One, or if no decision has been rendered within  
51 ten (10) working days after presentation of the grievance, he may  
52 file the grievance, in writing, with the business manager.

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5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after presentation of the grievance at this step, he may file the grievance, within five (5) working days after the receipt of the disposition of the grievance by the business manager.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after presentation of the grievance, at this step, he may file the grievance, within five (5) working days after receipt of the disposition of the grievance by the business manager, with the superintendent for transmittal to the Board of Education.

7. Level Five

The Board, or a committee thereof, shall review the grievance and, at the option of the Board, may hold a hearing, with the employee, and render a decision, in writing, within thirty (30) working days after the receipt of the grievance by the superintendent for transmittal. In all cases, the decision of the Board is final.

8. Any part, in interest, may be represented at all stages of the grievance procedure, by himself, or at his option, by a representative of his own choice.

9. No reprisals of any kind, shall be taken by either party, against any party, in interest, any building representative, or any other participant in the grievance procedure, by reason of such participation.

**ARTICLE IV****EMPLOYEE RIGHTS AND PRIVILEGES**

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5 **A.** Nothing contained herein shall be construed to deny or restrict to any  
6 employee such rights as he may have under New Jersey School Laws or  
7 other applicable laws and regulations. The rights granted to employees  
8 hereunder shall be deemed to be in addition to those provided elsewhere.  
9  
10 **B.** No employee shall be disciplined, reprimanded, reduced in rank or  
11 reduced in compensation, without just cause.  
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**ARTICLE V****DAILY WORK HOURS AND SCHEDULE**

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17 **A.** **SEPTEMBER - JUNE**  
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20 1. The work day shall consist of eight (8) hours excluding thirty  
21 (30) minutes uninterrupted lunch hour. Starting time of  
22 each shift shall be designated by the supervising custodian.  
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24 2. In addition to thirty (30) minutes, uninterrupted lunch hour,  
25 each employee covered under this contract, shall be entitled to  
26 one fifteen (15) minute coffee break per eight (8) hour shift.  
27 Time and place of break to be designated by the supervising  
28 custodian.  
29  
30 3. Each work week shall consist of five (5) days except for  
31 bonafide Board-approved holidays.  
32  
33 **B.** **SUMMER WORK HOURS**  
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35 1. The summer work schedule will begin on the first day immediately  
36 following the formal closing of school for students, and cease one  
37 (1) day before the formal opening of school in September.  
38  
39 2. The summer work day for all employees, covered under this  
40 contract, shall consist of eight (8) hours, excluding  
41 uninterrupted lunch hour, and coffee break, as detailed in  
42 Paragraph 1 and 2 of Section A. Starting time of the summer  
43 work day shall be designated by the Board of Education.  
44  
45 3. Each work week shall consist of five (5) days, except for  
46 bonafide Board-approved holidays.  
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48 **C.** **OVERTIME**  
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50 1. All work performed, in excess of any work week of forty (40)  
51 hours, or in excess of eight (8) hours in a given work day,  
52 shall be compensated at the rate of time and one-half.

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2. Any work, performed on a bonafide school holiday, as spelled out in the calendar adopted by the Board of Education, shall be compensated at time and one-half, regardless of the number of hours worked in that week. The exception will be Christmas Day, Good Friday and New Year's Day, which would be double time.
  3. In the event of a "call out" after regular working hours, the Board agrees to provide pay for a period of two (2) hours. The Association agrees and understands its obligation to work the required two-hour "call out" period.

## ARTICLE VI

### EMPLOYMENT PROCEDURES

As of July 1, 1991, all employees covered by this Agreement shall be placed on their proper step of the salary guide as set forth in Schedule "A-1."

Any employee employed prior to January 1st of any school year, shall be given credit for one (1) year of service toward the next increment step for the following year.

#### A. Resignation

1. An employee who is resigning from his position shall be required to give two (2) weeks (14 days) notice to the District Office.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice (14 days) has not been given.
3. If the full two (2) week notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

#### B. Notification of Contract and Salary

Employees shall be notified of their contract and salary status, for the ensuing year, no later than May 15th.

#### C. All custodial assignments, covered by this contract, will be determined by the supervising custodian.

#### D. Termination or Layoff

The Board reserves the right to terminate employment for good cause. When the Board determines a layoff to be necessary, consideration will be given to seniority.

## ARTICLE VII

## SICK LEAVE

A. Accumulative

All full-time employees shall be entitled to twelve (12) sick leave days each calendar year. Unused sick leave shall be accumulated year to year.

## B. Repeated lateness to work shall be grounds for dismissal.

## C. The Board shall pay Twenty dollars (\$20.00) during 1991-92, and Twenty-two dollars (\$22.00) during 1992-93, and Twenty-four dollars (\$24.00) during 1993-94, per day for each unused accumulated sick day upon retirement from the City of Burlington Public School System; retirement shall be defined as retirement under the provisions of the New Jersey Pension Plan. To be eligible for such retirement "bonus" pay, said unit member must have a minimum bank of fifty (50) days.

## ARTICLE VIII

## SALARIES

## A. The salary of each employee, covered by this Agreement, is set forth in Schedule "A-1", attached hereto and made a part hereof.

## B. When a member of the custodial unit is required by the Board of Education to assume the duties of the supervising custodian, an extra-duty stipend in the amount of Twenty-seven dollars and fifty cents (\$27.50) in 1991-92, Thirty dollars (\$30.00) in 1992-93, and Thirty dollars (\$30.00) in 1993-94 per day shall be paid to said employee.

## C. As of July 1, 1991, all employees shall be placed on their proper step of the guide as set forth in Schedule "A-1."

## ARTICLE IX

## BOARD'S RIGHTS CLAUSE

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5 A. Except as otherwise specified in this Agreement, the Association  
6 recognizes that the Board has responsibility and authority to  
7 manage and direct, in behalf of the public, all of the operations  
8 and activities of the school district to the full extent authorized  
9 by law.  
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11 B. It is understood that employees shall, during and notwithstanding  
12 the pendency of any grievance, continue to observe all assign-  
13 ments, and applicable rules and regulations of the Board, until  
14 such grievances, and any effect thereof, shall have been fully  
15 determined.  
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17 C. It is understood by all parties that under the rulings of the  
18 courts of New Jersey and the State Commissioner of Education,  
19 the Board is forbidden to waive any right or powers granted by  
20 law.  
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## ARTICLE X

## MISCELLANEOUS PROVISIONS

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26 A. Printing of this Agreement shall be done at the expense of the  
27 Board. The Agreement shall be presented to all employees now  
28 employed, hereafter employed or considered for employment by  
29 the Board.  
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31 B. All employees shall immediately report all injuries, no matter  
32 how slight, suffered by them in connection with their employ-  
33 ment, to their superior.  
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35 C. A tool replacement allowance to a maximum of twenty-five  
36 dollars (\$25.00) per year, for mechanics, will be allowed,  
37 providing the worn or broken hand tool has been JOB CAUSED.  
38 (As determined by the supervisor.)  
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40 D. Uniforms: Two (2) uniforms will be supplied for custodial and  
41 maintenance personnel. The employee **MUST WEAR THIS UNIFORM**  
42 **WHILE ON DUTY.** Additionally, a work safety jacket and a pair of  
43 work shoes will be provided to each maintenance employee, and a  
44 pair of work shoes will be provided to each custodial employee.  
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46 E. Safety Glasses: The Board agrees to provide safety glasses to  
47 all employees. The cost of any eye examination necessary to  
48 determine the proper prescription shall be born by the  
49 employee. The Association agrees that it is the absolute  
50 responsibility of its members to wear said safety glasses  
51 during working hours. Safety goggles may be substituted by  
52 mutual agreement.



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## ARTICLE XI

### INSURANCE PROTECTION

The employees, covered by this Agreement, will receive 100% Blue Cross/ Blue Shield, Major Medical, and family rate, where applicable. The Board of Education shall pay the full cost of these plans, including increases, required to maintain full coverage during tenure of the Agreement.

The Board will provide a dental plan and a prescription plan, for all contracted employees, and their families.

## ARTICLE XII

### VACATION

- A. All employees, covered by this Agreement, shall be entitled to paid vacations as follows:
1. During the first year of employment, each employee covered by this Agreement, shall receive one (1) vacation day per month for each month of service, up to a maximum of ten (10) days per year (employment on or before the 10th of a month shall constitute one (1) month of service).
  2. After the completion of the first contract (all contracts run to June 30), and through the eighth contract, each employee shall receive ten (10) vacation days.
  3. Beginning with the 9th consecutive contract year, each employee shall receive fifteen (15) vacation days.
  4. Beginning with the 16th consecutive contract year, each employee shall receive twenty (20) vacation days.
  5. All vacation schedules shall be subject to final approval by the superintendent.
  6. It should be noted that for purposes of calculating vacation time, July 1st of each year constitutes the date of any change -- not the anniversary date of beginning employment. THIS IS NOT A CHANGE....ONLY A CLARIFICATION.
  7. Any employee employed prior to January 1st of any school year, shall be given credit for one (1) year of service for the purposes of calculating vacation.

ARTICLE XIII

PERSONAL DAYS

A. All employee covered by this Agreement shall be entitled to paid personal days as follows:

- 1. Three (3) days per year to each employee for the purpose of transacting business that can only be taken care of during normal working hours. These days are to be requested in writing, and approved by the supervising custodian and the superintendent of schools, five (5) days in advance of the requested date. These three (3) days, if not used during the school year, will be added to accrued sick leave at the beginning of the following school year. (July 1)

ARTICLE XIV

FAMILY ILLNESS

Two days (2) days shall be allowed each year for a family leave for illness in the immediate family, to include parents not living in the same household. These days, if not used during the school year, will be added to your accrued sick leave at the beginning of the following school year. (July 1)

ARTICLE XV

HOLIDAYS

The following paid holidays shall be granted to each employee covered by this Agreement:

- |                        |                                    |
|------------------------|------------------------------------|
| New Year's Day         | 4th of July                        |
| Martin Luther King Day | Labor Day                          |
| Presidents' Day        | Thanksgiving Day and day following |
| Good Friday            | *Christmas Day and day following   |
| Easter Monday          | **Columbus Day                     |
| Memorial Day           | **Veterans' Day                    |

\*In years when Christmas Day is Wednesday, each employee shall be entitled to the two (2) days following Christmas Day as holidays.

\*\*If included on the approved school year calendar.

All custodial and maintenance personnel will work one (1) day and be off one (1) day, of the two (2) day NJEA Convention in November of each school year. The work force will be divided in half, i.e., half will be off on Thursday and half on Friday. Schedules will be arranged by the supervising custodian. Every effort will be made to stop outside activities on scheduled holidays. The Association recognizes that exceptions may occur that require work to be scheduled.

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ARTICLE XVI

Custodial/Maintenance Personnel shall receive the same consideration of all health fringe benefits that have been approved for the professional teaching staff.

ARTICLE XVII

DURATION PERIOD

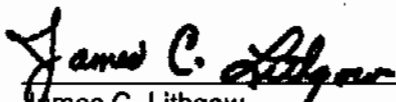
This Agreement shall be effective July 1, 1991 and continue in effect until June 30, 1994. Note: It is agreed that a wage reopener be made part of this contract for the 1993-94 year. No other issues may be negotiated at that time.

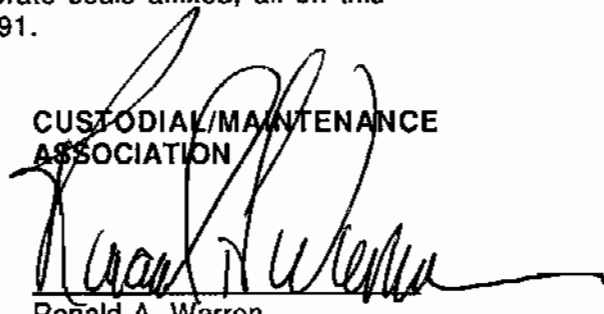
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 1994 unless extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals affixed, all on this 29<sup>th</sup> day of August, 1991.

CITY OF BURLINGTON  
BOARD OF EDUCATION

CUSTODIAL/MAINTENANCE  
ASSOCIATION

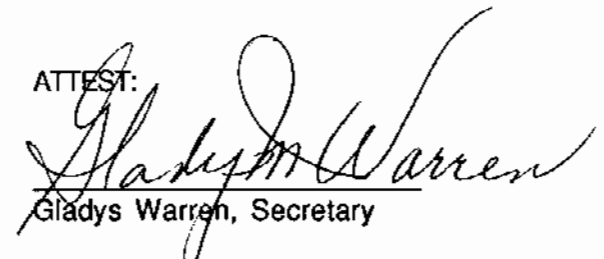
  
James C. Lithgow  
President

  
Ronald A. Warren,  
President

ATTEST:

ATTEST:

  
William F. Ryan, Jr., Secretary

  
Gladys Warren, Secretary