

**WORKING AGREEMENT**

**between**

**CITY OF BURLINGTON BOARD OF EDUCATION**

**and the**

**CUSTODIAL/MAINTENANCE FORCE**

**July 1, 1997 - June 30, 2000**

## **PRINCIPLES**

- 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.

## **ARTICLE I RECOGNITION**

- 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 employees represented by the Association, in the negotiating unit as above defined.

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

**ARTICLE III  
GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a misinterpretation, application, or violation of this Agreement affecting the employees.
- B. Nothing herein contained shall be construed as limiting the right of any employee, having a grievance, to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted, without the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment.
- C. Procedure
1. 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.
  2. A grievance, to be instituted under the provision of this Article III, must be in writing, and given to the superintendent within ten (10) work days after the event which occasioned the grievance.
  3. Level One  
  
An employee, with a grievance, shall first discuss it with his immediate supervisor (supervising custodian). If the employee is not satisfied with the decision of his immediate superior, the aggrieved person may proceed to discuss the grievance with the principal of his building, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
  4. Level Two  
  
If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, he may file the grievance, in writing, with the business manager.
  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**

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or reduced in compensation, without just cause.

**ARTICLE V  
DAILY WORK HOURS AND SCHEDULE**

A. **SEPTEMBER - JUNE**

- 1. The work day shall consist of eight (8) hours excluding thirty (30) minutes uninterrupted lunch hour. **The Board reserves the right to stagger the lunches.** Starting time of each shift shall be designated by the supervising custodian.
- 2. In addition to thirty (30) minutes, uninterrupted lunch hour, each employee covered under this contract, shall be entitled to one fifteen (15) minute coffee break per eight (8) hour shift. Time and place of break to be designated by the supervising custodian.

3. Each work week shall consist of five (5) days except for bonafide Board approved holidays.

**B. SUMMER WORK HOURS**

1. The summer work schedule will begin on the first day immediately following the formal closing of school for students, and cease one (1) day before the formal opening of school in September.
2. The summer work day for all employees, covered under this contract, shall consist of eight (8) hours, excluding uninterrupted lunch hour, and coffee break, as detailed in Paragraph 1 and 2 of Section A. Starting time of the summer work day shall be designated by the Board of Education.
3. Each work week shall consist of five (5) days, except for bonafide Board approved holidays.

**C. OVERTIME**

1. All work performed, in excess of any work week of forty (40) hours, or in excess of eight (8) hours in a given work day, shall be compensated at the rate of time and one-half.
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**

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 **(\$30.00)** during **1997-98**, and **(\$31.20)** during **1998-99**, **(\$32.45)** in **1999-2000**, 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.** After the 1994-1995 school year, all raises will be granted on a merit basis, based on the annual evaluation conducted by the Board of Education, or its designated agents. Said evaluations shall commence upon the signing of this contract. For the 1997-2000 period, said raises shall be in the range of 0% and 4%. Adjustments of \$700.00 per year will be made each of the three years to the employees having three or less years of service. In order to qualify for the adjustment the employee must score at least a "3" on the annual evaluation. Failure to score a three will eliminate the additional \$700.00 for the year in question. It is further agreed that the following starting salaries be established effective July 1, 1997:

- E. Safety Glasses: The Board agrees to provide safety glasses to all employees. The cost of any eye examination necessary to determine the proper prescription shall be born by the employee. The Association agrees that it is the absolute responsibility of its members to wear said safety glasses during working hours. Safety goggles may be substituted by mutual agreement.

## 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. **The prescription drug co-pay shall be \$5.00.**

## 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.



**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**

Longevity shall be paid on the following schedule: (Longevity is limited to service in district)

<b>Beginning the 10th year</b>	<b>\$ 300.00</b>
<b>Beginning the 15th year</b>	<b>\$ 650.00</b>
<b>Beginning the 20th year</b>	<b>\$1,025.00</b>
<b>Beginning the 25th year</b>	<b>\$1,400.00</b>

**ARTICLE XVII  
DURATION PERIOD**

This Agreement shall be effective **July 1, 1997 and continue in effect until June 30, 2000.**

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on **June 30, 2000** 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 **22nd** day of **September, 1997.**

**CITY OF BURLINGTON  
BOARD OF EDUCATION**

**CUSTODIAL/MAINTENANCE  
ASSOCIATION**

\_\_\_\_\_  
**James A. Fazzone**  
President

\_\_\_\_\_  
**Richard Jankowski**  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
**William F. Ryan, Jr.,**  
Business Manager/ Board Secretary

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**Tom Sauer**  
Secretary

September 22, 1997

New Business (continued)

Policies: Ms. Willitts, with a second by Mr. Caruso, moved approval on Second Reading and adoption of Policy #5200 entitled Attendance (Pupils) as outlined in EXHIBIT L. Mrs. Dickerson sought clarification on cuts.

Motion carried unanimously

Goals 2000: Ms. Willitts, with a second by Mrs. Cawley, moved approval to adopt the Grant Acceptance Certificate awarding \$100,000.00 for Goals 2000, Cadre 2 Grant for the period 9-1-97 to 6-30-98 as outlined in EXHIBIT N.

Motion carried unanimously

Non-Public Nursing: Ms. Willitts, with a second by Mr. Zearfaus, moved approval to enter into an agreement with Independent Child Study Teams (Sylvan Learning Systems Inc.) for non-public nursing services for the 1997-98 and 1998-99 School Years.

Motion carried unanimously

Correction on Bus Routes: Ms. Willitts, with a second by Mr. Zearfaus, moved approval to correct the minutes of May 23, 1997 on bus routes as follows:  
Safety Bus R-37 was \$133.41. It should have been \$134.66.

Motion carried unanimously

BCIP JIF: Mr. Ryan reviewed the Status Report of the BCIP-JIF.

Facilities Study: Mr. Ryan reviewed a moisture issue and the proposed resolution.

MMA: Ms. Willitts, with a second by Mr. Caruso, moved approval to employ Montalto Massa Architects to prepare architectural and engineering design for four science classrooms per the proposal dated 9-22-97 and outlined in EXHIBIT O-1.

Motion carried unanimously

Personnel

Custodial/Maintenance Agreement: Mr. Caruso, with a second by Mr. Zearfaus, moved approval to enter into a contract with our Custodial/Maintenance staff for three (3) years per the agreement outlined in EXHIBIT P and to issue contracts accordingly. Mr. Ryan reviewed each change. All Board members had copies of the contract with changes. The roll call vote in support of the motion was:

- |                      |                     |
|----------------------|---------------------|
| Mrs. Dickerson - Aye | Mr. Jefferson - Aye |
| Ms. Willitts - Aye   | Mrs. Cawley - Aye   |
| Mr. Lithgow - Aye    | Mr. Caruso - Aye    |
| Mrs. Fort - Aye      | Mr. Zearfaus - Aye  |

Motion carried 8:0

Appointments: Mrs. Cawley, with a second by Ms. Willitts, moved approval to employ the following individuals for the 1997-98 school year:

- (A) Yvonne Butler Tenure Contract effective 10-14-97 through 6-30-98
- (B) Donna Boone Educational Assistant (Smith School)  
\$6.35/hr - 6 hrs/day \$6,858.00 prorated from 9-12-97
- (C) Dolores Alers SACC Caregiver @ \$7.50/hr
- (D) Margaret Dotson Educational Assistant (WWIS)  
\$6.35/hr - 5.5 hrs/day \$6,287.00 prorated from 9-23-97
- (E) Raymond Murray -Cafeteria Grill Helper - 20 hrs/wk @ 7.10/hr  
\$5,112.00 prorated 923-97 thru 6-30-98