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AGREEMENT

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL

IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL

CUSTODIANS ASSOCIATION

July 1, 1979 - June 30, 1980 - Language and Salaries

July 1, 1980 - June 30, 1981 - Language Only

P R E A M B L E

THIS AGREEMENT is made and entered into on this  
28th day of August 1979, 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.

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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.

UNIT DEFINITION

- A. This contract shall cover those persons now employed or to be employed as custodians. For purposes of this contract custodians shall be defined as those whose salary is included in lines 610A or 610B as well as 2.610 (evening school budget) of the budget.

TIME SCHEDULE

- A. All custodians will work a 40-hour work week. Their time schedule will be set by the Business Administrator. Such 40-hour work week will include the lunch period.
  
- B. 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.
  
- C. A time period of fifteen minutes is provided for a 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.

HOLIDAYS

- A. The following single holiday schedule is in effect for the custodial staff:

New Year's Day	Good Friday	Labor Day
Lincoln's Birthday	Memorial Day	Columbus Day
Washington's Birthday	July 4th	Veteran's Day
Thanksgiving Day	Christmas Day	

- B. Where the holiday comes on Saturday or Sunday, it shall be provided for as approved by the School Business Administrator in accordance with Board policy for other employees.
- C. Where the holiday occurs on a day when school is in session time off will be provided at an appropriate time which will not interfere with the daily operation of the school. Such time off will be arranged through the immediate supervisor and approved by the School Business Administrator.
- D. Where the employee is required to work on the holiday and students are not in school, the employee shall be compensated at 1.5 times the regular rate of pay for that day, in addition to the regular compensation for the day.
- E. The school calendar will be approved by the Board of Education prior to the beginning of each school year.
- F. Absences for the observance of legally established religious holidays as established by the State Commissioner of Education shall be allowed, after being requested in writing to the Business Administrator, and shall be reimbursed up to a maximum of three days per year, thereafter without pay.

HOLIDAYS

(Continued)

- G. 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.



VACATION

A. Vacation time will be earned as follows (based on a 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

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

C. Vacation carry-over to the next year will not be authorized.

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 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.

VACATION  
(Continued)

- E. Vacation time must be arranged with the immediate supervisor. If agreement cannot be reached, the School Business Administrator will make the final determination. Vacation time shall be taken prior to June 30th of the contract year in which the vacation is earned.

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 Administrators'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. 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

PERSONAL DAYS & OTHER AUTHORIZED ABSENCES

- A. Where personal presence is advisable because of the critical illness of (a) 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.

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.

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.

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, requests 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.

GRIEVANCE PROCEDUREA. DEFINITIONS1. 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. PROCEDURE1. 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 date of awareness of the grievance.



GRIEVANCE PROCEDURE  
(continued)

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 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.

GRIEVANCE PROCEDURE  
(continued)

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.

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

MISCELLANEOUS

1. Three (3), sets of custodial uniforms will be provided per custodian per year.
2. The following custodial equipment to be used district-wide will be provided in the school year 1979-80.
  - a. Six (6) sets of coveralls.
  - b. Three (3) sets of rain gear.
  - c. Three (3) sets of boots.

SALARIES AND BENEFITS

- A. An annual hiring salary shall be followed for the purpose of establishing starting salaries for new employees.
1. For custodians' without previous experience \$7,100.00 annually.
  2. For custodians' with previous experience - to be determined by the Board of Education.
- B. Custodian in charge of the day shift is to receive \$100.00 annually and said amount is to be added to the base salary.
- C. Custodian in charge of the night shift is to receive \$200.00 annually and said amount is to be added to the base salary.
- D. The following is the salary schedule for the 1979-80 school year.

<u>Years</u>	<u>Name</u>	<u>1978-79 Salary</u>	<u>1979-80 Salary</u>
	VACANT		\$
1	Gary Murray		7,300.00
3	William Slockbower	7,653.00	8,542.00
3	John Chicco	7,705.00	8,598.00
3	William Heater	8,121.00	9,052.00
4	Leslie Bracken	8,121.00	9,052.00
8	Elmer Dolsay	10,810.00	11,783.00
6	Earl Chandler	11,157.00	12,161.00
11	Walter Hait	12,429.00	13,548.00 + 200.00
12	William Silconas	12,876.00	14,035.00 + 100.00
9	William Schetting	14,000.00	15,260.00

- E. 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,

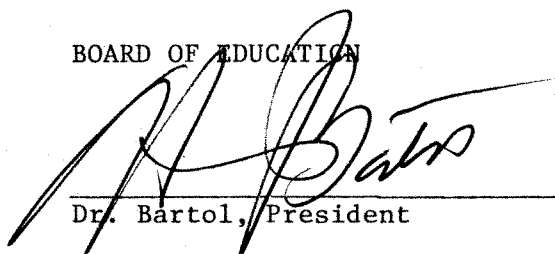
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1979 and shall continue in effect through June 30, 1980 for salaries and from July 1, 1979 through June 30, 1981 for language.

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 28th day of August, 1979. 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.

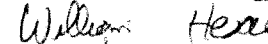
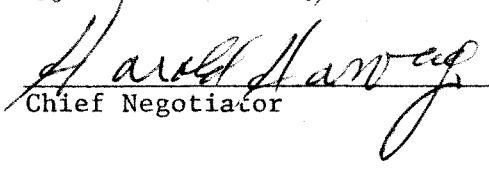
VOCATIONAL TECHNICAL HIGH SCHOOL OF THE  
COUNTY OF SUSSEX

BOARD OF EDUCATION

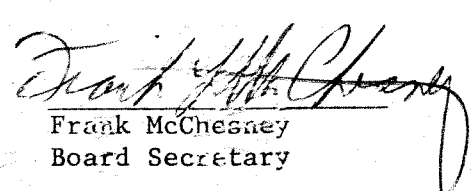
  
\_\_\_\_\_  
Dr. Bartol, President

SUSSEX COUNTY VOCATIONAL

CUSTODIANS ASSOCIATION

  
  
\_\_\_\_\_  
Chief Negotiator

ATTEST:

  
\_\_\_\_\_  
Frank McChesney  
Board Secretary