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06-10

THIS DOES NOT
CIRCULATE

BOARD OF EDUCATION OF MILLVILLE

Millville, New Jersey

AGREEMENT

Between:

Board of Education of Millville

and

Millville Public Schools Association
of Custodial and Maintenance Personnel

in affiliation with

New Jersey Civil Service Association

Cumberland Council 18

Effective Date:

July 1, 1976, through

June 30, 1979

Agreement Date:

TABLE OF CONTENTS

	Page
Agreement	1
Article 1 Recognition	2
Article 2 Negotiation Procedure.....	3
Article 3 Grievance Procedure	4
Article 4 Schedules - Time.....	7
Article 5 Vacation.....	8
Article 6 Paid Holidays	8
Article 7 Leave of Absence Policy	9
Article 8 Hospitalization Insurance.....	10
Article 9 Uniforms	10
Article 10 Salary Guide	11, 16
Article 11 Duration of Agreement	13
Appendix A	14
Grievance Form	15

PREAMBLE

This agreement, entered into this day of , 19 ,
by and between the Board of Education of Millville, New Jersey,
hereinafter called the "Board", and the Millville Public Schools
Association of Custodial and Maintenance Personnel, in affilia-
tion with the New Jersey Civil Service Association, Cumberland
Council 18, hereinafter called the "Association".

ARTICLE 1

RECOGNITION AGREEMENT

1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey, known as "New Jersey Employee-Employer Relations Act", the Millville Board of Education recognizes the Millville Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full time members of this unit under contract to the Millville Board of Education included herein:

- a. Building Maintenance Workers
- b. Maintenance Repairmen
- c. Groundkeepers
- d. Messengers

but excluding:

- a. All other employees of the Millville Board of Education not enumerated in the unit described above.

1:2 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, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2

NEGOTIATION PROCEDURE

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, and be adopted by the Board.
- 2:2 Collective negotiations concerning terms and conditions of employment shall begin on a mutually agreeable date, not later than October 15th of the year preceding the expiration date of the agreement.
- 2:3 During negotiation, the Board and the Association shall present relevant data, exchange points of view and may make proposals and counterproposals.
- 2:4 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:5 Pursuant to Chapter 123, the Board of Education of Millville agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article 1, for the term of this agreement.
- 2:6 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplations of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 The term "grievance" shall mean an allegation by an employee that there has been:

- a. A breach, misinterpretation or improper application of the terms of this Agreement adversely affecting him; or
- b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment.

A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) calendar days of the time the employee knew or should know of its occurrence.

3:1.2 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

3:1.3 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.

3:1.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:1.5 Since it is important that grievances be processed 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 be extended by mutual agreement.

- 3:2 Rights of Employees to Representation.
- 3:2.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
- 3:2.2 When an employee is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.
- 3:3 Procedure.
- 3:3.1 Level One - Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- 3:3.2 Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. The immediate superior shall communicate his decision to the employee in writing within five (5) calendar days of receipt of the written grievance.
- 3:3.3 Level Three - The employee, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent of Schools shall communicate his decision in writing to the employee and the immediate superior.
- 3:3.4 Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent

of Schools who shall attach all related papers and forward the request within seven (7) calendar days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

3:5 Content of Forms

3:5.1 Grievance forms shall contain at least (a) the nature of the grievance and the approximate date of occurrence, (b) the nature and extent of the injury, loss, or inconvenience, (c) the results of previous discussion(s), (d) the employee's dissatisfaction with decisions previously rendered, and (e) the exact nature of the remediation sought.

ARTICLE 4

SCHEDULES - TIME

- 4:1 All maintenance personnel are scheduled on a 40-hour week. It is agreed that all persons must adhere strictly to the time schedules as established.
- 4:2 The 40-hour week should be considered as a minimum; not a maximum. On many occasions it will be necessary to work an extra half-hour or hour in order to complete a job or do something extra which is needed. This time is to be considered as a part of the regular duties. All time assigned by the Superintendent in excess of 40-hours in any week will be paid at the time and one-half rate.
- 4:3 No member of the Association, unless he volunteers, will be required to work more than six days in any week (Sunday 12:01 A.M. through Saturday 12:00 P.M.) with the following exceptions:
- a. Emergency days - snow, natural, and/or man-made disaster, opening of new building or acreage, etc.
 - b. Emergency days as determined by the Superintendent of Schools. Such days may be called for reasons including changes in school calendar, intramural or interscholastic events, curricular changes affecting the school staff or the student body, etc.

ARTICLE 5

VACATIONS

5:1 The vacation policy for maintenance and custodial personnel provides as follows:

Less than 1 year ----- 1 day per month
After 1 year - 6 years ----- 12 days
After 6 years - 14 years ----- 15 days
After 14 years - 22 years ----- 20 days
After 22 years ----- 25 days

5:2 Employment year is the fiscal year July 1 to June 30.

5:3 The vacation period for custodial personnel begins the second (2nd) Monday in June, following the close of school and extends for one, two, or three weeks; depending upon the length of service. It is agreed that maintenance personnel and groundskeepers will schedule all except for one (1) week of their vacations between September and June. Vacations must be scheduled through the Superintendent's office. No vacations shall be granted the week prior to the close of school or the week immediately following the close of school. Neither will vacation be granted the week prior to school opening.

ARTICLE 6

PAID HOLIDAYS

6:1 Personnel covered by this agreement shall be entitled to thirteen (13) paid holidays per year pursuant to a schedule of holidays approved by the Board of Education.

6:2 The calendar for the following school year pertaining to paid holidays shall be presented to the Association no later than June 15th each year.

ARTICLE 7

LEAVE OF ABSENCE POLICY

- 7:1 Sick Leave.
- 7:1.1 Each employee of permanent status is credited with one working day for sick leave for each month of service, or major fraction thereof, during the first calendar year of employment and with 15 days for each calendar year thereafter.
- 7:1.2 If any such person requires in any school year, less than this specified number of days of sick leave with pay allowed, sick leave not utilized that year, shall be accumulated to be used for additional sick leave as needed in subsequent years.
- 7:2 Personal or Professional Leave.
- 7:2.1 A maximum total allowance of five (5) days per year, which shall be deducted from the total of fifteen (15) days granted for sick leave under 7:1, shall be granted for a combination of the following reasons:
- a. Death in the Immediate Family - Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child or other relative living with the family.
 - b. Serious illness in the Immediate Family - Immediate family same as (a) above. Maximum days that may be used for this is three (3) days in any one year.
 - c. Personal Days - An employee is entitled to an annual leave of absence for the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two school days at full pay. Such leave of absence must receive prior approval from the principal of your building and from the Main Office. Forms requesting such leave may be secured from the Principal of your building.
- 7:3 By September 30th of each year members of the unit will receive a report of their accumulated sick leave as of July 1st preceding.

7:4 Employees who retire after working fifteen (15) years in the Millville School System will be compensated for one hundred (100) percent of their accumulated sick leave at a rate of thirteen (13) dollars in 1976-77, thirteen (13.50) dollars and fifty cents in 1977-78 and fourteen (14) dollars in 1978-79. This provision applies only to sick days earned during employment within the Millville School District, and accumulated by employees with a minimum of ten (10) years of service completed within the district. One year notification by the employee is required, except in emergency situations.

ARTICLE 8

HOSPITALIZATION INSURANCE

- 8:1 The Board shall provide at no cost to the employee and his dependents Blue Cross, Blue Shield, Rider J and Major Medical Coverage, as provided by the New Jersey State Health Benefit Plan.
- 8:2 Each custodian who elects coverage, shall receive during the third year of this Agreement a Blue Cross of New Jersey (or equivalent) employee prescription plan (\$1.00 Deductible, Co-Pay, at the premium rate of \$2.05 per month)."

ARTICLE 9

UNIFORMS

- 9:1 The Board agrees to provide five (5) pairs of trousers and five (5) shirts of the suntan type, each year during the course of this contract.

ARTICLE 10

SALARY GUIDE

Salary Guides attached.

COST OF SALARY GUIDES

1975-76	Present Cost	\$368,200
		x .080
		<u>29,456</u>
1976-77	Cost	\$397,690
		x .080
		<u>31,815</u>
1977-78	Cost	\$429,440
		x .080
		<u>34,355</u>
1978-79	Cost	\$463,710

Number of Employees: 51 in Guides B and C

1976-77	Raise to all personnel including increment:	\$29,490
1977-78	Raise to all personnel including increment:	\$31,750
1978-79	Raise to all personnel including increment:	\$34,270

Total Package Allowed:	\$29,456
	31,815
	<u>34,355</u>
	\$95,626

Total Package Awarded:	\$29,490
	31,750
	<u>34,270</u>
	\$95,510

PROVISIONS

1. The salaries of the Junior High and Senior High Head Building Maintenance workers shall be \$600.00 (7/1/76-6/30/77), \$700.00 (7/1/77-6/30/78), and \$800.00 (7/1/78-6/30/79) above the custodians' guide, Column C, plus \$25.00 for each worker.
2. The salary of the Head Building Maintenance Worker in each elementary school shall be \$300.00 (7/1/76-6/30/77), \$400.00 (7/1/77-6/30/78), and \$500.00 (7/1/78-6/30/79) above the custodian's guide, Column C, plus \$25.00 for each worker.

3. The salary of the Head Groundsman Worker will be \$500.00 above the custodians' guide (Column C), plus \$25.00 for each worker.
4. Vacations are granted in accordance with Civil Service regulations.
5. Advancement on the guide shall be by annual increments according to guide unless said increments are withheld for cause upon the recommendation of the Superintendent of Schools.

ARTICLE 11

DURATION OF AGREEMENT

- 11.1 This agreement shall be in effect as of July 1, 1976 and shall continue in effect until June 30, 1979 in part subject to the Association's right to negotiate over a successor agreement as provided in Article 2.
- 11.2 In witness whereof, the parties hereto have caused this agreement to be signed by their respective Secretaries all on the day and year first above written.
- 11.3 This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Millville Public Schools
Association of Custodial and
Maintenance Personnel in
affiliation with
New Jersey Civil Service
Association - Cumberland
Council 18

Millville Board of Education

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Signed:

MILLVILLE PUBLIC SCHOOLS

Millville, New Jersey

LEGAL HOLIDAYS FOR CUSTODIANSSchool Year 1976-77

Will be as follows:

July 5, Monday	Independence Day	1
September 6, Monday	Labor Day	1
October 11, Monday	Columbus Day	1
November 11, Thursday	Veterans Day	1
November 25 & 26, Thursday & Friday	Thanksgiving Recess	2
	Christmas	1
	New Year's Day	1
	Lincoln's Birthday	1
February 21, Monday	Washington's Birthday	1
April 8, Friday	Good Friday	1
April 11, Monday	Easter Monday	1
May 30, Monday	Memorial Day	1
		<u>13</u> days

SALARY GUIDE

	<u>Senior Maintenance Heat. & Plumb.</u>	<u>General Maintenance Repairmen</u>	<u>Bldg. Maint. Grndskprs. Messengers</u>
<u>1976-77</u>			
1	\$7,470	\$6,170	\$5,870
2	7,970	6,570	6,270
3	8,470	6,970	6,670
4	8,970	7,370	7,070
5	9,470	7,770	7,470
6	9,970	8,170	7,870
7	10,470	8,570	8,270
8	10,970	8,970	8,670
9	11,470	9,370	9,070
10	11,970	9,800	9,500
<u>1977-78</u>			
1	7,660	6,360	6,060
2	8,160	6,760	6,460
3	8,660	7,160	6,860
4	9,160	7,560	7,260
5	9,660	7,960	7,660
6	10,160	8,360	8,060
7	10,660	8,760	8,460
8	11,160	9,160	8,860
9	11,660	9,560	9,260
10	12,160	9,990	9,690
11	12,660	10,500	10,200
<u>1978-79</u>			
1	7,870	6,570	6,270
2	8,370	6,970	6,670
3	8,870	7,370	7,070
4	9,370	7,770	7,470
5	9,870	8,170	7,870
6	10,370	8,570	8,270
7	10,870	8,970	8,670
8	11,370	9,370	9,070
9	11,870	9,770	9,470
10	12,370	10,220	9,900
11	12,870	10,710	10,410
12	13,370	11,300	11,000

GRIEVANCE FORM

Date: _____

The undersigned grievant hereby submits the following grievance

to: _____.

- (a) The nature of the grievance and the approximate date of occurrence is:

- (b) The nature and extent of the injury, loss or inconvenience to the grievant is:

- (c) Previous discussions have resulted in the following disposition:

- (d) The grievant is dissatisfied with the previous decision in the following way:

- (e) The grievant seeks the exact remediation or relief as follows:

Grievant