

Contract no. 1520

F

AGREEMENT

Between the

BURLINGTON COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and the

SPECIAL SERVICES CUSTODIAL AND

MAINTENANCE ASSOCIATION a/w N.J.E.A.

THREE YEAR PACKAGE

1992-93

1993-94

1994-95

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ARTICLE I
RECOGNITION AGREEMENT

Between

Burlington County Special Services Board of Education

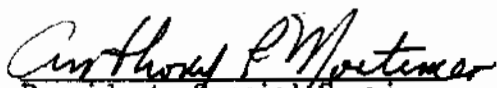
and

Special Services Custodial and Maintenance Association a/w N.J.E.A.


The Burlington County Special Services Board of Education hereby recognizes the Special Services Custodial and Maintenance Association a/w N.J.E.A. As the representatives 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 et seq.

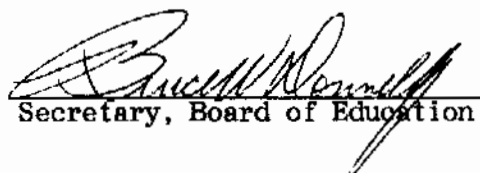
The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

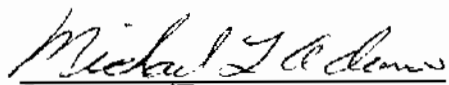
Dated this 24th day of June, 1992.


President, Special Services
Custodial and Maintenance
Association


President, Board of Education


Vice President, Special
Services Custodial and
Maintenance Association


Secretary, Board of Education


Secretary/Treasurer
Special Services Custodial
and Maintenance Association

ARTICLE II

GRIEVANCE PROCEDURE

A. 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:
 - a. Any claim where a method of review has heretofore been or 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 to authorized by the Association.
4. Association is the Association which has been recognized by the employer for the purpose of negotiation under the provisions of NJSA Title 34:13A-1 et seq.

B. 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 term and conditions of employment of custodial and maintenance personnel. Both parties agree that these proceedings will be a 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.

Grievance procedure

C. Procedure

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.

1. 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.

2. 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 this supervisor that this second step in being taken.

The Superintendent of Schools shall act on the grievance within twenty (20) working days.

Grievance Procedure

3. 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.

ARTICLE III

LEAVES OF ABSENCE

A- Sick Leave

Sick Leave is defined for absences required because of personal disability due to illness or injury or because of medical exclusion from school due to a contagious disease.

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.

Those custodial and maintenance personnel not using more than two (2) sick leave days per school year, will receive one (1) extra sick leave day to be added the following school year. Those custodial and maintenance personnel not using any sick leave days per school year, will receive two (2) extra sick leave days to be added the following school year and a dinner with the Superintendent, or a free lunch in the cafeteria for one (1) week.

B- Cashing Accumulated Sick Leave

Payment shall be made to an employee by the Board of Education for all of that employees unused accumulated sick leave upon an official retirement which has been approved by the New Jersey Division of Pensions. Such payment shall be made at the retiree's daily rate of pay at the date of retirement for each unused sick leave day. Daily rate of pay is defined as 1/200th of a 10-month employee's salary and 1/240th of a 12-month employees annual salary. To be eligible for the payment a staff member must notify the Board of the intention to retire at least 6 full months prior to the effective day of the retirement.

Payment for accumulated days will be as follows:

From 1 to 150 days	- 20% of daily rate
From 151 days	- 25% of daily rate

C- Temporary Leave 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, four (4) days total. The four (4) death days must be completed within six (6) calendar days of the death of the immediate family member. In the event of the death of another immediate family member the same process will be applied upon valid certification. 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 the immediate family one (1) day total. The one (1) death day must be completed within six (6) calendar days of the death of the relative. In the event of the death of another relative the same process will be applied upon valid certification.

Leaves of Absence

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. Personal Days

- A. The Board will provide for four (4) personal days at full pay during the school year, upon application to the Superintendent through the principal/supervisor at least four (4) days in advance except in the case of an emergency (No unused days shall be accumulated for use in another school year.)

- B. Personal Leave shall be limited to urgent legal, family, or personal matters which necessitate the custodial/maintenance personnel's absence on a school day or for matters which can not be scheduled outside of school hours. When the request for personal days fall within these guidelines, no explanation is required on the request form. All that is necessary is to indicate the area for which you are requesting a personal day. The Board recognizes that not every situation for use of personal days can be anticipated. Therefore, the Board makes available the category of Other, which requires full explanation which may be, at the direction of the custodial/maintenance personnel, confidential to the Superintendent. Application to the Superintendent shall be in his office at least four (4) days in advance, except in the case of an emergency.

- C. Those staff members not using any personal days per school year will receive two (2) extra sick leave days to be added the following school year.

D. 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.

ARTICLE IV

SALARIES

A. 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.

B. Withholding of Increments

The Board of Education reserves the right to withhold increments and adjustments in any given year with due notice to the custodian and maintenance personnel at least three (3) months prior to the issuance of contracts.

C. The Board, upon certification of receipt of Black Seal License, will add the following to the annual salary:

1992-93	-	\$400.00
1993-94	-	\$450.00
1994-95	-	\$500.00

ARTICLE V

INSURANCE PROTECTION

A. Blue Cross/Blue Shield

The Board assumes the cost full coverage of Blue Cross/Blue Shield and Major Medical for contracted members of the staff and their dependents.

B. Prescription Drug Plan

The Board of Education will also assume the cost of the prescription drug plan for individuals and their dependents with \$1.00 deductible. for the 1992-93 school year. Beginning with the 1993-1994 school year, the prescription drug plan for individuals and their dependents will have a \$3.00 deductible.

C. Dental Plan

The Board will provide dental insurance for all contracted employees and dependents with the New Jersey Dental Service Plan, Inc. The type of plan to be provided is Program I, which consists of the following:

- | | |
|------------------------------|------|
| 1. Preventive and Diagnostic | 100% |
| 2. Remaining Basic Services | 100% |
| 3. Prosthodontic Benefits | 60% |

The maximum amount payable by New Jersey Dental Service Plan for the above dental services provided an eligible patient in any calendar year is \$1,000.00.

4. Orthodontic Benefits - 50%, subject to a \$1,000 maximum per case.

5. Beginning with the 1992-93 school year the Board will provide dental insurance for all contracted employees and their dependants with the New Jersey Dental Service Plan, Inc. under program II A, which consists of the following:

- | | |
|------------------------------|-------|
| a) Preventive and diagnostic | 100%. |
| b) Remaining basic services | 100%. |
| c) Prosthodontic Benefits | 80%. |

The maximum payable by New Jersey Dental Service Plan for the above dental services provided an eligible patient in any calendar year is \$1500.00.

6. Beginning with the 1992-93 school year the Board will provide orthodontic benefits - 50%, subject to a \$1500.00 maximum per case.

D. Optical Plan

The Board will provide for optical insurance for all contracted employees and their dependents under Option 2 with Blue Cross/Blue Shield.

Beginning with the 1992-93 school year the Board will provide optical insurance with all contracted employees and their dependants under Option II with Blue Cross/Blue Shield which consists of the following:

OPTION II

For subscribers under 19 years of age, eye examinations and lenses to be covered 2 per year, 12 months.

For subscribers over 19 years of age, eye examinations and lenses to be covered once per year, 12 months.

1- Frame	\$36.00
2- Single vision lenses	\$36.00
3- Bifocal lenses	\$54.00
4- Aphakic lenses	\$69.00
5- Aphakic lenses	\$92.00
6- hard/soft contact lenses	\$72.00

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 teachers containing all the necessary information regarding the health, prescription, optical and dental plans and their benefits.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

All non-certified contracted employees shall be considered as probationary for the first ninety (90) contracted working days of their employment as per Board policy. During the probationary period an employee shall be entitled to all rights and benefits provided under this contract.

The Board agrees to deduct from the salaries of the custodians dues to the local Burlington County Educational Association. The New Jersey Education Association as said custodians/maintenance personnel individually and voluntarily authorize the Board to deduct.

Representation Fee

- 1- Purpose of Fee - If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year.

The purpose of this fee will be to offset the employee's percapita cost of services rendered by the Association as majority representative.

- 2- Amount of Fee -

- a. Notification - Prior to the beginning of each membership year, the Association will notify the board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its nonmembers for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.
- b. Legal Maximum - In order to adequately offset the percapita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation will be 75% of that amount as the maximum presently allowed by law. If the laws changed in this regard the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

- 3- Deduction and Transmission of Fee -

- a. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3b below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- b. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (a) 10 days after receipt of the aforesaid list by the board; or
 - (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
 - (c) Mechanics - Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. Indemnification and Save Harmless Provision -
- a. Liability - The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
 - (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of Liability in regard to which it will seek to implement this paragraph; and
 - (b) If the Association so requests in writing, the Board will surrender to it's full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
 - b. Exception - It is expressly understood that paragraph 4a) about will not apply to any claim, demand, suit or other form of liability which may rise as result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE VII
WORK SKILL IMPROVEMENTS

The covered employee attending an accredited school approved by the Superintendent, enrollment in a course or courses shall be reimbursed by the Board. The Board shall pay fifty percent (50%) of the tuition, books and registration fees taken during the year. The Board will make payment twice a year, during October and March.

In an effort for each employee to maintain good health, the Custodial and Maintenance Association will form a committee to monitor each employee's progress in this area and to report to the Superintendent a plan of action, and on an annual basis, report the results of this committee.

ARTICLE VIII

UNIFORMS

- A. The Board shall provide each employee with the following each year:
 - 1- Two sets of uniforms
 - 2- One jacket
 - 3- Five summer-type tee shirts

- B. If it is the custodians/maintenance personnel's option for no jacket in any year, another uniform will be provided.

- C. The Board shall provide all new employees with the following after issuance of contract:
 - 1- Three sets of uniforms.
 - 2- One jacket
 - 3- Five summer-type tee shirts

- D. The Board will also provide two (2) sets of rain wear for each campus.

ARTICLE IX

HOLIDAYS - VACATION

A. Holidays

The Board guarantees fifteen (15) paid holidays to be made available during the course of each fiscal year, as follows:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Day After Thanksgiving
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. Washington's Birthday
12. Good Friday
13. Easter Monday
14. Memorial Day
15. To be determined

By June 30th of each year the Association will provide the Board Secretary with a list of those staff members of the association and the date of their 15th paid holiday.

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.

If school is in session on any of the above listed days, a replacement day will be granted. If Christmas Eve, Christmas Day, New Year's Eve or New Year's Day fall on a Saturday or a Sunday, a compensatory day will be provided.

B. Vacation

To become effective the summer of 1992:

- | | |
|-------------------------------------|---------|
| 1. After 6 months, less than 1 year | 1 week |
| 2. After 1 year, less than 5 years | 2 weeks |
| 3. After 5 years | 3 weeks |
| 4. After 15 years | 4 weeks |

ARTICLE X
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1995. This Agreement shall expire on the date indicated unless an extension is agreed to in writing by both parties:

In Witness:

Gerard Harkness

DATED June 24, 1992

SPECIAL SERVICES CUSTODIAL
/MAINTENANCE ASSOCIATION

BURLINGTON COUNTY SPECIAL
SERVICES BOARD OF EDUCATION

Anthony P. Montano
President

Betty J. Foley
President

George J. Gigante
Vice President

Bruce W. Donnelly
Board Secretary

Michael L. Adams
Secretary/Treasurer

CUSTODIAL SALARY GUIDE

	1992-93	1993-94	1994-95
1.	\$16,900	\$17,490	\$18,070
2.	\$17,610	\$18,260	\$18,900
3.	\$18,070	\$19,020	\$19,720
4.	\$18,530	\$19,520	\$20,540
5.	\$18,990	\$20,010	\$21,080
6.	\$19,280	\$20,510	\$21,610
7.	\$19,920	\$20,830	\$22,150
8.	\$20,570	\$21,510	\$22,490
9.	\$21,630	\$22,210	\$23,240
10.	\$22,270	\$23,360	\$24,000
11.	\$22,930	\$24,060	\$25,230
12.	\$23,140	\$24,770	\$25,990
13.	\$23,810	\$24,990	\$26,760
14.	\$24,430	\$25,710	\$26,990
15.	\$25,560	\$26,390	\$27,770
16.	\$25,840	\$27,600	\$28,500
17.	\$26,590	\$27,910	\$29,810
18.	\$27,880	\$28,720	\$30,150
19.	\$28,390	\$30,110	\$31,020
20.	\$29,410	\$30,660	\$32,520
21.	\$29,910	\$31,770	\$33,120
22.	\$30,400	\$32,300	\$34,320

LONGEVITY: 1992-93 - \$350 At The Beginning Of The 5th,
10th, 15th and 20th Years

1993-94 - \$375 At The Beginning Of The 5th,
10th, 15th and 20th Years

1994-95 - \$400 At The Beginning Of The 5th,
10th, 15th and 20th Years

MAINTENANCE SALARY GUIDE

	1992-93	1993-94	1994-95
1.	\$17,000	\$17,570	\$18,140
2.	\$17,730	\$18,360	\$18,980
3.	\$18,450	\$19,150	\$19,830
4.	\$19,230	\$19,930	\$20,690
5.	\$20,340	\$20,770	\$21,530
6.	\$21,120	\$21,970	\$22,440
7.	\$21,900	\$22,810	\$23,730
8.	\$22,670	\$23,660	\$24,640
9.	\$23,440	\$24,490	\$25,560
10.	\$24,690	\$25,320	\$26,450
11.	\$25,010	\$26,670	\$27,350
12.	\$25,780	\$27,020	\$28,810
13.	\$27,050	\$27,850	\$29,190
14.	\$27,330	\$29,220	\$30,080
15.	\$28,100	\$29,520	\$31,560
16.	\$29,000	\$30,350	\$31,890
17.	\$29,910	\$31,320	\$32,780
18.	\$30,670	\$32,310	\$33,830
19.	\$31,730	\$33,130	\$34,900
20.	\$32,650	\$34,270	\$35,780
21.	\$33,660	\$35,270	\$37,020
22.	\$34,660	\$36,360	\$38,100

LONGEVITY: 1992-93 - \$350 At The Beginning Of The 5th,
10th, 15th and 20th Years

1993-94 - \$375 At The Beginning Of The 5th,
10th, 15th and 20th Years

1994-95 - \$400 At The Beginning Of The 5th,
10th, 15th and 20th Years