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03-07

NEGOTIATED AGREEMENT

BETWEEN

NORTHERN BURLINGTON REGIONAL CUSTODIANS ASSOCIATION

AND

NORTHERN BURLINGTON REGIONAL BOARD OF EDUCATION

X JULY 1, 1981 - JUNE 30, 1982

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Article I - Recognition

The Board hereby recognizes the N. B. C. Regional Custodians Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel:

1. Custodians
2. Auxiliary Personnel

Article II - Negotiations Procedures

The Board agrees to negotiate in good faith with the bargaining unit as previously defined. Such good faith negotiations will begin with the Board receiving contract proposal from the association prior to September 15 and to respond to said proposal prior to October 1.

Final ratification of such agreements is subject to final approval by both parent organizations. Any change in the signed agreement can only be executed by both parties in writing.

Article III - Grievance Procedure

1. Definition

A grievance is a claim by an employee or the association based upon the interpretation, application or violation of this agreement.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem or problems which may from time to time arise affecting employees. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Time Limits

The number of days indicated at each level should be considered as flexible within reason and every effort should be made to expedite the process.

Level One

An employee with a grievance shall first discuss it with his immediate superior - in most cases the employee designated as the Supervisor of Buildings and Grounds. This can be done either directly or through the association's representative, with the objective of resolving the matter informally.

Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at level one, he may put his grievance in writing and it should be presented to the Business Administrator who should respond within five school days after receiving the written grievance.

Level Three

In the event the aggrieved person is not satisfied with the disposition at level two, said grievance may be submitted to the Superintendent of Schools who should respond within five school days after receiving the written grievance.

Level Four

In the event the aggrieved person is not satisfied with the disposition of his grievance by the Superintendent, said person may submit the grievance to the Board of Education which will take action at its next regularly scheduled meeting and respond to the aggrieved person within five school days thereafter through the Secretary to the Board of Education.

4. Rights to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of the local association.

5. Group Grievance

If, in the judgment of the association, a grievance affects a group or class of employees, the association may submit such grievance in writing directly to the Business Administrator, and the processing of such grievance shall be commenced at level two.

6. 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 in a personal file of the participant.

7. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties of interest.

Forms will be designed mutually and printed by the school and provided for standardized grievances.

Article IV - Rights and Responsibilities

1. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
2. During the length of this agreement, the association agrees not to engage in any strike, work stoppage, honoring of picket lines, or work slow downs in any form.
3. Whenever any representative of the association or any employee is mutually scheduled by both parties to take part in any meeting, negotiations, conferences, during working hours, he shall suffer no loss in pay.
4. The association and its representatives shall have the right to use school buildings at reasonable hours for meetings. The location requested shall be subject to the approval of the Building Principal.

Article V - Emergency and Personal Leave

1. Every employee will be granted emergency and/or personal leave in the amount described below without salary deduction for urgent personal or emergency reasons:
 - A. Three days per year for personal, legal, religious, business or family matters which urgently require absence during working hours. Application to the administration shall be made twenty-four hours in advance, except in case of extreme emergency, and the reasons for taking such leave other than it is being taken under this category, need not be stated.

A maximum of one (1) custodian will be granted personal leave on any one shift. In the event that more than one (1) custodian applies for personal leave on any one shift, leaves shall be granted to the custodian whose application is first received. This maximum shall not apply on religious holidays.

Except in case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.

- B. 1. Three (3) days at any one time and per occurrence in the event of death of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.
 - 2. Three (3) days per year in the event of serious illness of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.
- C. These days in no way are accumulative.

2. Jury Duty

The Board wholeheartedly supports requests for jury service when submitted with court request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employees.

Article VI - Sick Leave

- 1. The Board shall provide twelve sick leave days per year without loss of pay for all covered employees. Unused sick leave days are to accumulate as long as the employee is employed in the district. (The Board shall provide ten sick days per year to all employees on a 10-month contract.)
- 2. Any employee who uses three or less sick days in any year will accumulate an additional two sick leave days.
- 3. All employees shall be given written accounting of accumulated sick days no later than September 15 of each year.

4. All employees, upon retirement after ten continuous years of service, shall receive a lump sum payment equivalent to 1/2 per diem pay for each unused day of accumulated sick leave, not to exceed the sum of One Thousand Dollars (\$1,000).

Custodial employees one time upon termination of employment after ten continuous years of service shall receive lump sum payment equivalent to \$12/day not to exceed Five Hundred Dollars (\$500).

5. Subject to 24-hour advance notice, proof of visit, and approval of the supervisor, if an employee wishes to request two or less hours for a doctor's appointment, he may make this time up on the same day without being charged to sick leave.

Article VII - Maternity Leave of Absence

Pregnancy leaves will be granted in adherence to the guidelines set forth by the New Jersey Division of Civil Rights.

Article VIII - Leaves of Absence

Leaves of absence without pay may be granted by the Board for just cause. No benefit shall be paid by the Board to any employee during a leave of absence without pay.

All benefits to which an employee was entitled at the time of his leave of absence shall be restored within the confines of the contract under which he returns. All extensions or renewals of leaves shall be applied for and granted in writing.

Payment of medical insurance premiums during such leave of absence shall be the responsibility of the employee.

Article IX - Fringe Benefits

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" and UCR) at the prevailing rates during the term of this contract for the employee and family.

The Board will pay the premiums for Major Medical Coverage as provided for the employee and his family.

The terms, conditions, rules and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

2. Dental Insurance

The Board will pay the premium of the New Jersey Dental Service Plan, Inc. for the employee.

The terms, conditions, rules and limitations as provided for by the contracts of insurance and the underwriting companies will govern.

3. Uniforms

The Board will provide uniforms for full time employees to a maximum of \$75 per year. Uniforms will be worn when on duty.

4. Medical and Dental After Retirement

The Board of Education agrees that any employee of this unit after 15 years of continuous employment within the district and who retires into the pension system, said Board of Education will pay for the Blue Cross/Blue Shield, Rider "J", Major Medical, and the Dental Program for a one (1) year period.

Article X - Reduction in Rank or Job Classification

1. Employees shall not be reduced in rank or job classification without just cause.
2. An employee reduced in rank or job classification may request, and receive from the Superintendent, or his designate, reasons for such reduction no later than 15 working days following the written receipt of such request.

Article XI - Work Schedule

1. Holidays

The work year schedule of employees holidays shall be as follows:

There will be ten (10) paid holidays if holiday comes under the contract period: New Year's Day, Human Relations Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

With rotating coverage and with no expense to the Board of Education, and while maintaining the security and the operation of the school, three discretionary holidays will be granted. These days are to be scheduled subject to the approval of the Supervisor of Buildings and Grounds.

It is agreed by all parties that the Board of Education has the right to determine the school calendar and that, in the event school is in session on any of the above, a skeleton crew of custodians will be expected to work at regular rate of pay. A compensatory day will be granted each man who must work on a schedule to be approved by the Supervisor of Buildings and Grounds.

2. Work Hours

A. Day Shift

The work day shall consist of eight (8) hours excluding a 30 minute (uninterrupted) lunch hour. In the event of an emergency requiring interruption of said lunch hour, the employee will have an extended lunch period which will assure a total of 30 minutes.

B. Middle and Night Shift

The work day shall consist of 7 1/2 hours excluding a 30 minute (uninterrupted) lunch hour. Interruptions will be dealt with as the day shift.

C. Coffee Breaks

Two coffee breaks of 15 minutes will be allowed.

3. Overtime

Overtime is that time spent over eight (8) hours per day and forty (40) hours per week at regular duties or assigned duties.

A. Overtime will be allocated on a rotating basis according to a seniority listing of employees. The overtime work will be offered to this list. When an employee cannot be contacted when his turn comes up for overtime work, he will not be placed at the bottom of the list, but will be given first opportunity for next overtime duty. If no employee volunteers to work, the Supervisor of Buildings and Grounds may assign employee based upon his judgment.

The Board retains the right to have the Supervisor of Buildings and Grounds perform overtime services if custodians are not available.

B. All overtime work will be at a rate of time and one-half the pro-rated hourly salary.

4. Vacation

Covered employees will be granted vacation time based upon successive years of service to the District.

A paid vacation of two weeks will be granted after the first year of work and will be taken as approved by the Supervisor of Buildings and Grounds. A person working less than a year will receive one day for every complete month of work as of June 30 to a maximum of 10 days.

A paid three week vacation will be granted after ten (10) years service but taken in the eleventh year.

5. Work Week

The regular work week for all full-time employees will be on Monday through Friday with the exception of those positions which, as of September 1, 1979, are currently scheduled to work Tuesday through Saturday.

6. Transfers

Employees will not be permanently changed in shift assignments. Only in cases of emergency may regular employees be assigned to a different shift, and then only for a period not to exceed two weeks. Any such changes in shift assignment will be made in reverse order of seniority. Employees who are assigned to perform work for which they are not qualified or have not been trained shall be entitled to request appropriate training.

7. Vacancies

In the event that a vacancy occurs within the bargaining unit work, then said vacancy will be posted for a period of two weeks (14 days).

Article XII - Resignations

1. An employee resigning from his position shall give two (2) weeks notice.
2. Earned vacation time shall be paid according to the proportion of full months worked to the total contract year.

Article XIII - Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for this Association. Such deduction shall be made in compliance with Chapter 233.
2. Each association shall certify to the Board, in writing, the current rate of its membership dues.

Article XIV - Seniority and Job Security

Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

All employees shall be considered as probationary employees for the first sixty days of their employment. Employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the grievance procedure.

Upon completion of such probationary period their seniority will be dated as of the date of the commencement of their employment.

In the event two employees commence their employment on the same date, their seniority shall be determined by alphabetical order of last name.

The Board will maintain a seniority list of employees, copies of which will be furnished to the association.

An employee's seniority shall cease upon:

- a. Resignation or retirement.
- b. Discharge for cause.
- c. Continuous lay-off for a period exceeding six months.

Laid-off members of the association shall be recalled to work as per the seniority list through written notice by certified mail. Failure of the laid-off employee to report for work on the date specified will be subject to removal from the seniority list. Just cause for removal from employment and removal from the seniority list shall be:

1. Failure to report to work for a period of three consecutive work days without notification to the Board of a justifiable excuse for such action.
2. Failure to report back to work immediately upon expiration of vacation, a leave of absence, or any renewal thereof.

Lay-offs will occur according to the seniority list.

Custodial employees hired on or after July 1, 1981 shall be granted one year from the date of employment to earn a Black Seal license or be subject to termination.

The Board may (solely at their discretion) grant an extension of time up to one year to allow the employee to earn the Black Seal License.

Article XV - Protection of Employees

Concerning protection of employees who are injured during work, the Board refers to Workmen's Compensation as the recourse to the employee. The Board pays fully into this account for the protection of the employees of this district.

Article XVI - Evaluation Process

All observation of work performance of an employee will be conducted openly and with full knowledge of the employee. The employee will be given a copy of any evaluation or observation report which will be in narrative form and include when pertinent:

1. strengths of the employee
2. weaknesses of the employee
3. specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personal file unless the employee has had an opportunity to review the material. Employees will initial said material indicating only that he has seen it. He may then, if he chooses, attach his own related comments to such evaluation or observation.

No employee will be given an adverse evaluation without just cause.

Article XVII - Dismissal Procedure

1. An employee, who due to poor job performance, who has received an unsatisfactory evaluation shall be placed on probation for 30 days.
2. Improvement must be apparent and completely acceptable within the thirty day working period. Failure to satisfactorily perform the job assignment as expected may result in a recommendation for dismissal.
3. Dismissal due to poor job performance shall follow the above procedure. It is specifically understood that the Board has the right and responsibility to take any action deemed necessary in retention and/or non-retention in matters other than job performance.

Article XVIII - Miscellaneous Provisions

A. This Agreement shall be effective July 1, 1981 and continue in full force and effect until June 30, 1982.

B. Schedule of Salaries for 1981-82:

| <u>Step</u> | <u>Custodians</u> | <u>Auxiliary Personnel</u> |
|-------------|-------------------|----------------------------|
| 1 | \$9,150 | \$5,120 |
| 2 | \$9,400 | \$5,270 |
| 3 | \$9,650 | \$5,420 |
| 4 | \$9,900 | \$5,570 |
| 5 | \$10,150 | \$5,720 |
| 6 | \$10,450 | \$5,870 |
| 7 | \$10,700 | \$6,020 |
| 8 | \$10,950 | \$6,170 |
| 9 | \$11,200 | \$6,320 |
| 10 | \$11,450 | \$6,470 |

C. Schedule of Additional Compensation:

1. Custodians who were on the 10th step of the salary guide in 1979-80 will receive a base salary of \$12,200 in 1981-82.
2. The custodians designated as Night Lead Custodian will receive an additional \$500.
3. All custodians who hold Black Seal License will receive an additional \$300.
4. Custodians who have completed 5 full years of service to the district shall receive an additional \$100 above the contract salary.
5. Custodians who have completed 10 full years of service to the district shall receive an additional \$100 above the contract salary of 5 years.
6. Custodians who have completed 15 full years of service to the district shall receive an additional \$100 above the contract salary of 10 years.

NORTHERN BURLINGTON REGIONAL CUSTODIANS ASSOCIATION
NEGOTIATING COMMITTEE

JOSEPH FARKAS, Chief Negotiator
WAYNE GIBERSON

NORTHERN BURLINGTON REGIONAL BOARD OF EDUCATION
NEGOTIATING COMMITTEE

WILLIE J. LEWIS, Chief Negotiator
VIRGINIA DEMETER
GEORGIA ROGERS
WILLIAM GANGEL, JR.
EILEEN T. SHEEDY, Superintendent

President, N. B. C. R. Custodians

President, N. B. C. R. Board of Education

Date

Date

