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NEGOTIATED AGREEMENT

between

NORTHERN BURLINGTON REGIONAL CUSTODIANS' ASSOCIATION

and the

NORTHERN BURLINGTON REGIONAL BOARD OF EDUCATION

(Employer)

X July 1, 1988 - June 30, 1991



TABLE OF CONTENTS

Article		Page
I	Recognition	1
II	Negotiations Procedure	1
III	Grievance Procedure	1 - 4
IV	Rights & Responsibilities	4
V	Emergency & Personal Leave	4 - 5
VI	Sick Leave	5 - 6
VII	Maternity Leave of Absence	6
VIII	Leaves of Absence	6
IX	Fringe Benefits	6
X	Reduction in Rank or Job Classification	7
XI	Work Schedule	7 - 9
XII	Resignations	10
XIII	Agency Shop	10
XIV	Seniority & Job Security	11
XV	Credit for Experience	12
XVI	Protection of Employees	12
XVII	Evaluation Process	12
XVIII	Dismissal Procedure	12
XIX	Miscellaneous Provisions	13
	Ratification	14



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:

Custodians
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 (5) 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 (5) 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 (5) school days thereafter through the Secretary to the Board of Education.

Level Five

- a. If the aggrieved person is not satisfied with disposition of his grievance at Level Four, or if no decision has been rendered by the Board within thirty (30) days after the grievance was delivered to the Board, he may request in writing the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days after receipt of the request by the aggrieved person. The affected employee must abide by the majority decision of the Association and may not personally take the Board to arbitration following a rejection of his grievance by the Association.
- b. The arbitration procedure shall only be used in the processing of grievances which arise out of violation of the employee contract. Employees processing grievances involving administrative decisions shall use channels already guaranteed by Board policy up to and including a full and open hearing before the Board of Education.
- c. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified

period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

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 locations 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 (3) 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 (24) 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.

Unused personal days shall be accumulated from year to year. Maximum available personal days in any given year will be five (5).

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.
 3. These days are in no way 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 (12) 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 (10) continuous years of service, shall receive a lump sum payment equivalent to one-half (1/2) per diem pay for each unused day of accumulated sick leave, not to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.)
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 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 Blue Shield Dental Program, at the going family rate, for the complete "100+ Program." This Program includes Preventive/Diagnostic Services and Treatment/Therapy Services and the following riders: Treatment Services Plus, Prosthodontics, Periodontics, Orthodontics, Inlays/Crowns, and Oral Surgery.

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 fifteen (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, Dental Program, and Prescription Plan for a three (3) year period.

In 1990-91, the Board of Education will pay for the above coverage for a four (4) year period, and the above stipulations will still apply.

5. Prescription Plan

The Board will pay the premium of the New Jersey Blue Cross one dollar (\$1.00) co-payment Prescription Plan for the employee and family.

ARTICLE X - Reduction in Rank or Job Classification

1. Employees shall not be reduced in rank or job classification without just cause.
2. Any employee reduced in rank or job classification may request, and receive from the Superintendent, or his designate, reasons for such reduction no later than fifteen (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 thirteen (13) paid holidays if holiday comes under the contract period: New Year's Eve or last day before New Year's Eve, New Year's Day, Human Relations Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve or last day before Christmas Eve, Christmas Day.

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 period. In the event of an emergency requiring interruption of said lunch period, 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 seven and one-half (7 1/2) hours excluding a 30 minute (uninterrupted) lunch period. Interruptions will be dealt with as the day shift.

C. Coffee Breaks

Two coffee breaks of 15 minutes will be allowed.

D. In the event that an employee is called to work for any emergency reason such as, but not limited to, snow emergency repairs, etc., he shall be guaranteed a minimum of four (4) hours on the emergency and/or other assigned work as directed by the Supervisor of Buildings and Grounds. Said employee shall be paid time and one-half for this work provided: a) the time worked shall cause his weekly hours to exceed 40 hours, or b) the time worked shall cause his regularly scheduled work day to exceed eight (8) hours.

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 allotted on 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 (2) 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 received one (1) day for every complete month of work as of June 30 to a maximum of ten (10) days.

A paid three (3) week vacation will be granted after eight (8) years of consecutive service to the district but taken in the ninth year.

A paid four (4) week vacation will be granted after twenty (20) years of service but taken in the twenty-first 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. When the Supervisor of Buildings and Grounds determines that a change in shift assignment is necessary to meet the needs of the district, regular employees may be assigned to a different shift for a period not to exceed ninety (90) days. Any such changes in shift assignments 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 (2) 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 - Agency Shop

REPRESENTATION FEE

A. Purpose of Fee

If a custodian/auxiliary personnel does not become a member of the Association during any school year, said employee will be required to pay a representation fee to the Association for that school year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Transmission of Fee

1. Notification

Prior to the beginning of each school year, The Association will notify the Board, in writing, of the amount of the regular membership dues. The representation fee to be paid by non-members will be equal to eighty-five (85) percent of that amount.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in the same manner as dues are deducted from members of the Association.

C. Save-Harmless Clause

In the development of this ARTICLE, it was the intent of both parties to comply with all State and Federal Titles and Civil Rights Laws.

The Association will hold the Board harmless in any legal action taken.

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 (60) 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 - Credit for Experience

Employees hired before January 1 of any contract year shall be given credit for one (1) year of service in determining salary or vacation entitlement as provided in this agreement.

ARTICLE XVI - 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 XVII - 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 measure 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 XVIII - 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 XIX - Miscellaneous Provisions

A. This Agreement shall be effective July 1, 1988 and continue in full force and effect until June 30, 1991.

B. Schedule of Salaries for 1988-89, 1989-90, 1990-91:

step	0	1988-89	1989-90	1990-91
	0	\$13,600.00	\$14,600.00	\$15,850.00
	1	\$13,850.00	\$14,850.00	\$16,100.00
	2	\$14,100.00	\$15,100.00	\$16,350.00
	3	\$14,350.00	\$15,350.00	\$16,600.00
	4	\$14,600.00	\$15,600.00	\$16,850.00
	5	\$14,850.00	\$15,850.00	\$17,100.00
	6	\$15,100.00	\$16,100.00	\$17,350.00
	7	\$15,350.00	\$16,350.00	\$17,600.00
	8	\$15,600.00	\$16,600.00	\$17,850.00
	9	\$15,850.00	\$16,850.00	\$18,100.00
	10	\$16,100.00	\$17,100.00	\$18,350.00
	11	\$16,350.00	\$17,350.00	\$18,600.00
	12	\$16,600.00	\$17,600.00	\$18,850.00
	13	\$16,850.00	\$17,850.00	\$19,100.00
	14	\$17,225.00	\$18,100.00	\$19,350.00
	15	\$17,600.00	\$18,475.00	\$19,600.00
	16	\$17,975.00	\$18,850.00	\$19,975.00
	17	\$18,350.00	\$19,225.00	\$20,350.00
	18		\$19,600.00	\$20,725.00
	19			\$21,100.00

C. Schedule of Additional Compensation

1. All custodians who hold Black Seal License will received an additional \$300.00
2. Custodians who are regularly assigned to the 2nd or 3rd shift for the full contract year shall receive an additional \$100.00.
3. The Night Lead Man will receive an additional \$800.00 in 1988-89; \$1,000.00 in 1989-90; \$1200.00 in 1990-91.

RATIFICATION

The Board of Education and the Association have caused this Agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education Proceedings.

**THE BOARD OF EDUCATION OF THE NORTHERN BURLINGTON
COUNTY REGIONAL SCHOOL DISTRICT**

By: _____ Date: _____

**NORTHERN BURLINGTON COUNTY REGIONAL CUSTODIANS'
ASSOCIATION**

By: _____ Date: _____

Ratified by the Board of Education on May 17, 1988