

4-3 015

RESOLUTION

WHEREAS, the Board of Education and the School Maintenance Association of South Brunswick Township have negotiated in good faith in accordance with the New Jersey, Employer-Employee Relations Act, Chapter 303, Public Laws of 1968, and,

WHEREAS, The Board and the Association have reached agreement on items not contained in the Agreement signed February 3, 1969,

NOW THEREFORE, BE IT RESOLVED that the Board of Education hereby adopts Section F, Vacation, of Article III, Salary and Fringe Benefits, and Section B, Tenure and Section C, Compulsory Retirement at age 65, Article IV, Conditions of Employment, effective May 19, 1969.

(appended sheets to be read and become part of the official minutes)

NO CIRCULATE

ARTICLE III

Salaries and Fringe Benefits

1. F. VACATION

2. 1. A Custodian shall be entitled to 10 days paid vacation each year,
3. if by July 1st he shall have performed at least one calendar
4. year of continuous full time service.

5. 2. A Custodian who has performed service less than one calendar
6. year shall be entitled to paid vacation on the following basis:

7.	<u>Months of Service Performed Prior to July 1st</u>	<u>Entitled to Earned Paid Vacation Days</u>
8.	3 or less	None
9.	4	3
10.	5	4
11.	6	5
12.	7	6
13.	8	7
14.	9	7
15.	10	8
16.	11	9

17. A Custodian with less than 12 months of service resigning from
18. his position before July 1st shall not be entitled to any paid
19. vacation.

20. 3. A Custodian shall be entitled to additional vacation time annually
21. if he shall have performed continuous full time service by July 1st
22. of each year as per the following schedule.

23.	<u>Years of Continuous Full Time Service</u>	<u>Additional Vacation Days Granted</u>
24.	6	1
25.	7	2
26.	8	3
27.	9	4
<u>28.</u>	10	5

ARTICLE IV

Conditions of Employment

1. B. TENURE

2. 1. A Custodian shall acquire tenura status on July 1st, 1969 and each
3. July 1st thereafter under the following conditions:

4. a. He has devoted his full time to the duties of his position
5. and has served therein for three consecutive calendar
6. years from the date of his employment.

7. b. He shall have been recommended for tenure by the Super-
8. intendent of Schools on the basis of satisfactory per-
9. formance.

10. 2. A Custodian shall hold his position under tenure during good
11. behavior and efficiency in the performance of his duties.

12. 3. The Board shall retain the right to withhold the granting of tenure
13. to any Custodian who does not meet both conditions listed above in
14. sections "a" and "b." Where doubt exists about the Custodian's
15. ability to properly perform in his position, the Board may request
16. the Custodian's resignation, or may continue his employment on a
17. probationary basis for one full school year under a term contract.

18. C. COMPULSORY RETIREMENT AT AGE 65

19. 1. Each Custodian who shall have reached 65 years of age shall be
20. required to retire at the end of the school year in which he shall
21. have attained his 65th birthday.

22. 2. Employment beyond the Compulsory Retirement age of 65 years may be
23. requested in writing to the Board of Education. The Board may
24. grant such request, after due deliberation, but not for a period
25. of more than one year at any one time, up to the age of 70.

IN WITNESS to this agreement between the Board and the Association

this 19th day of May, 1969.

SCHOOL MAINTENANCE ASSOCIATION OF
SOUTH BRUNSWICK TOWNSHIP

By: _____
President

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

By: _____
President

RESOLUTIONS

1. WHEREAS, the Board of Education and the School Maintenance
2. Association of South Brunswick Township have negotiated in good
3. faith in accordance with the New Jersey, Employer-Employee
4. Relations Act, Chapter 303, Public Laws of 1968 and

5. WHEREAS, the Board and the Association have reached
6. agreement on items contained in the attached agreement,

7. NOW THEREFORE, be it resolved that the Board of Education
8. hereby adopts this agreement effective February 3, 1969.

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

COUNTY OF MIDDLESEX, NEW JERSEY

and

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH BRUNSWICK

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Fringe Benefits..... 6

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PREAMBLE

1. This document constitutes an agreement entered into
2. by the Board of Education of the Township of South
3. Brunswick, New Jersey, to be called the "Board" from
4. this point forth and the School Maintenance Association
5. of South Brunswick Township, New Jersey, to be called
6. the "Association" from this point forth on the 3rd day
7. of February, 1969.

ARTICLE I

Recognition

1. A. The Board recognized that all employees of the South
2. Brunswick Schools have the right to contribute to, affiliate
3. with or create employee associations for the purpose of
4. participating with the Board in negotiations in keeping
5. with Chapter 303, Public Laws of 1968 and within the
6. framework described by said laws.
7. B. The School Maintenance Association of South Brunswick has
8. proven to the Board that they have obtained majority status.
9. The Board, therefore, recognizes this association to be the one
10. and only representative for negotiating terms and conditions
11. of employment for all school custodians, matrons, bus drivers,
12. and buildings and grounds maintenance personnel under direct
13. contract to the Board.
14. C. The term "custodian", unless otherwise stated, shall henceforth
15. mean all employees in the negotiating unit defined in paragraph
16. B above but shall not be confused with the sub-classification
17. School Custodian which will be used when making reference
18. to those charged with the care and maintenance of a
19. specific school plant.

ARTICLE II

Procedures

1. A. The committee: Representatives of the Board and representatives
2. of the Association shall form a committee for the express
3. purpose of conducting negotiations.
4. B. Representatives: Neither the Board nor the Association shall
5. control or attempt to control the procedures governing the
6. selection of the other group's representatives. Each group
7. shall be empowered to propose, counterpropose and either
8. accept or reject proposals being considered.
9. C. Meetings: Meetings shall be regularly scheduled until
10. negotiations are considered completed by the representatives
11. of the Board and the Association. Should either group
12. feel the need to meet with the other group at times not
13. regularly scheduled the group initiating the request will
14. submit to the other group a written statement detailing the
15. reasons for the meeting. This special meeting will take place
16. ten (10) calendar days after receipt of the written request.
17. D. Scope of Negotiations: The Board and the Association both agree
18. to negotiate terms and conditions of employment as well as
19. grievance procedures as described in Chapter 303, Public Laws 1968.
20. E. Consultants: The Board and the Association each reserve the
21. right to bring consultants to the collective negotiations
22. sessions. Should both groups agree to engage in joint contract
23. to bring consultants or clerical assistants to the negotiating

24. sessions costs between the Board and the Association will
25. be shared equally. The time and degree of participation
26. of these consultants and clerks shall be determined by
27. mutual agreement between the Board and the Association.

28. F. Sharing of Information: The Association shall have access
29. to information needed for processing a grievance and/or
30. information relating to the school district's financial
31. resources upon request.

32. G. Agreements: Agreements between the Board and the Association
33. shall be put in written form and signed by the presidents
34. of both the Board and the Association. These agreements
35. shall be held binding upon both groups to the extent allowed
36. under the laws of the State of New Jersey and the United States.

37. H. Impasse in Negotiations:

38. 1. Impasse shall be considered to have occurred when both
39. groups agree that it has occurred or if the two groups are
40. unable to complete all of the negotiations by December 5th of
41. that year.

42. 2. When impasse occurs both the Board and the Association
43. shall request a list of qualified mediators from the American
44. Arbitration Association from which both parties may select a
45. mutually acceptable mediator. Should no mutually acceptable
46. mediator be found within ten (10) days, the American Arbitration
47. Association will be requested to designate a mediator. Upon
48. resumption of negotiations both groups will be bound by the
49. rules and procedures of the American Arbitration Association
50. as to proceedings. The mediator, however selected, will meet

51. with representatives of both groups, separately or jointly,
52. and take all steps he deems necessary in order to resolve
53. their differences.

54. 3. Should mediation procedures fail to bring both groups
55. to agreement, the negotiations will be considered at
56. impasse. The Board and the Association will request
57. "voluntary resolution" mediation and fact-finding from the
58. New Jersey Public Employment Relations Commission in accordance
59. with the provisions of Chapter 303, Public Laws 1968, New
60. Jersey Public Employer-Employee Relations Act.

61. 4. The Board and the Association will share equally the entire
62. cost of the services of the mediator and PERC, including all
63. necessary per diem travel and subsistence expenses. Should
64. efforts to hold these meetings after work hours prove
65. unsuccessful, the Board agrees not to reduce the salaries of the
66. participating Association representatives. The Association in
67. turn agrees to send only 2 representatives to these sessions.

ARTICLE III

Salary and Fringe Benefits

1. A. Salary Schedules:

2. Except for matrons, a \$300. increase on all 12-month
3. salary schedules adopted January 6th, 1969 shall be effective
4. July 1st, 1969.

5. B. Overtime:

6. The day shift shall consist of 8 ½ hours including ½ hour
7. for lunch. The night shift shall consist of 8 hours including
8. ½ hour for dinner. The basic work week is 40 hours for day
9. shift personnel and 37 ½ hours for night shift personnel.
10. Overtime shall be paid at the rate of time and a half, when
11. overtime is incurred.

12. C. Upon employment custodians may be granted experience not to
13. exceed three (3) years (4th step).

14. D. Insurance:

15. All insurance coverages provided by the Board for teachers
16. and other professional personnel will also be provided for
17. all personnel included in this agreement.

18. E. Leaves and Absences:

19. Leaves and absences as defined under the following sections of
20. Board policy shall remain unchanged:

21. 4.7.14.1 Absence During Working Day (adopted 3/16/64)

22. 4.7.14.3 Health and Hardship Leave (adopted 2/7/62)

23. (revised 4/1/63) (adopted 8/22/62) (adopted 11/20/67)

24. 4.7.14.3 Health and Hardship Leave Extended Total Disability
Sick Leave Benefits (adopted 6/20/66)

- 25. 4.7.14.4 Maternity Leave (adopted 2/7/62) (revised 11/28/62)
- 26. 4.7.14.5 Military Leave (adopted 2/7/62)

ARTICLE IV

Conditions of Employment

1. The Board agrees to provide:
2. A. A job description for matrons.

ARTICLE V

Grievance

1. A. Definition: A grievance shall mean a complaint by an
2. employee that there has been as to him a violation, misinter-
3. pretation, or mis-application of a policy, an agreement, or an
4. administrative decision, except that the term grievance shall
5. not apply to any matter as to which (a) a method of review is
6. prescribed by law or by any rule or regulation of the State
7. Commissioner of Education, or (b) the Board and/or Administra-
8. tive officers are without authority to act, or (c) a complaint
9. of a non-tenure person which arises by reason of his not being
10. re-employed, or (d) a complaint of any employee represented by the
11. Association in a non-tenure position which arises solely by reason of
12. his being not employed, re-employed, retained, or continued in that
13. position. As used in this definition, the term employee shall also
14. mean a group of employees having the same grievance.
15. B. Rights of the Aggrieved: Any individual employee
16. represented by the Association shall be ensured freedom from
17. restraint, interference, coercion, discrimination, or reprisal
18. in presenting his appeal. He shall have the right to present
19. his own appeal or to designate a representative of the Association,
20. or other persons of his own choosing to appear with him at any
21. step in the grievance procedure. Whenever he chooses to have
22. other persons to appear with him, the Association will have the
23. option of being present.

24. C. Grievance Notification: The Association shall be
25. notified of all grievances in advance of any grievance meetings
26. in which any employees represented by the Association are
27. involved.

28. D. Procedure:

29. 1. An employee with a grievance shall first discuss it
30. with his immediate supervisor within thirty (30) calendar days
31. with the object of resolving the matter informally.

32. 2. If, as a result of the discussion, the matter is not
33. resolved to the satisfaction of the employee within five (5) working
34. days, he shall set forth his complaint in writing to his immediate
35. supervisor. The supervisor shall communicate his decision to the
36. employee in writing three (3) working days of receipt of the
37. written complaint.

38. 3. The custodian, if still dissatisfied, may appeal his
39. supervisor's decision to the Business Manager of the South Brunswick
40. Schools. This appeal must be in writing and set forth the grounds upon
41. which the grievance is based. The Business Manager shall
42. request a report on the grievance from the supervisor, shall confer
43. with the concerned parties and, upon request, with the employee
44. or supervisor separately. He shall attempt to resolve the
45. matter as quickly as possible but within a period not to exceed
46. five (5) working days. He shall communicate his decision in writing,
47. along with supporting reasons, to the supervisor and the custodian.

48. 4. The employee may appeal the supervisor's decision to the
49. Superintendent of Schools. The appeal to the Superintendent must

50. be made in writing and must set forth the grounds upon which
51. the grievance is based. The Superintendent shall request a
52. report on the grievance, shall confer with the concerned parties,
53. and, upon request, with the employee or supervisor separately.
54. He shall attempt to resolve the matter as quickly as possible,
55. but within a period of seven (7) working days. The Superintendent
56. shall communicate his decision in writing to the employee and the
57. supervisor.

58. 5. If the grievance is not resolved to the employee's
59. satisfaction, he may request a review by the Board. The request
60. shall be submitted in writing through the Superintendent, who shall
61. attach all related correspondence and forward the request to the
62. Board. The Board shall review the grievance, hold a hearing with
63. the employee, and render a decision in writing within ten (10)
64. working days of receipt of the request.

65. 6. If the grievance is still not resolved to the satisfaction
66. of the aggrieved party, and the Grievance Committee of the
67. Association feels the grievance has merit, the grievance may be
68. submitted to arbitration by a written notice to the Board within
69. ten (10) working days following receipt of the Board's decision.

70. 7. Within ten (10) working days after such written notice
71. of submission to arbitration, the Board and the Grievance Committee
72. shall attempt to select a mutually acceptable arbitrator and shall
73. obtain a commitment from said arbitrator to serve. If the parties
74. are unable to agree upon an arbitrator or to obtain such a
75. commitment within the specified period, a request for a list

76. of arbitrators may be made to the American Arbitration Association
77. for the selection of an arbitrator. If the parties are still
78. unable to agree upon an arbitrator, they shall request the
79. American Arbitration Association to appoint an arbitrator.

80. 8. The arbitrator so selected shall confer with the
81. representatives of the Board and the Grievance Committee and
82. hold hearings promptly and shall issue his decision not later than
83. twenty (20) calendar days from the close of the hearings, or if
84. oral hearings have been waived, then from the date the issues are
85. submitted to him. The arbitrator's decision shall be in writing and
86. shall set forth his findings of fact, reasoning and conclusions on
87. the issues submitted. The arbitrator shall be without power or
88. authority to make any decision which requires the commission of an
89. act prohibited by law or which violates the terms of this agreement.
90. The decision of the arbitrator shall be submitted to the Board and
91. the Association and shall be final and binding on the parties.

92. 9. The costs for the services of the arbitrator, including
93. per diem expenses, if any, and actual and necessary travel,
94. subsistence expenses and the cost of the hearing room shall be
95. borne equally by the Board and the Association.

ARTICLE VI

Duration

1. A. All portions of this agreement will remain in effect until
2. August 31st, 1970 except that all salaries and fringe benefits
3. (Article III) included herein shall be open for negotiations for
4. each budget year. Changes to be proposed by either party will
5. be negotiated during the ninety (90) days prior to the renewal
6. date of August 31st, 1970. Either party or both parties may
7. propose changes at any time. This agreement is in effect and
8. negotiations shall not be reopened unless both parties agree
9. to do so.
10. B. By March 12th, 1969, the Board and the Association shall reopen
11. negotiations on any matters on which prior agreement has not
12. been reached.
13. In witness to this agreement between the Board and the Association
14. this 3rd day of February, 1969.

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

By: _____
President

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH
BRUNSWICK

By: _____
President