

CONTRACT

NORTH BRUNSWICK BOARD OF EDUCATION

AND

NORTH BRUNSWICK CUSTODIAL AND MAINTENANCE UNIT

JULY 1, 1973 - JUNE 30, 1975

PREAMBLE

This agreement entered into this _____ day of _____
19____ by and between the Board of Education of North
Brunswick, the Township of North Brunswick, N. J., hereinafter
called the "Board" and the Custodial and Maintenance Unit,
hereinafter called the "Unit".

<u>ARTICLE</u>	<u>TITLE</u>
I	Recognition
II	Negotiation Procedure
III	Grievance Procedure
IV	Salaries and Differentials
V	Terms and Conditions of Employment
	1. Working day
	2. Summer hours and school holidays
	3. Snow days
	4. Weekend security check
	5. Service Credit
	6. Probationary period
	7. Boiler license
VI	Benefits
	1. Leave
	2. Vacations
	3. Holidays
	4. Hospitalization
	5. Uniforms and safety equipment
	6. Tool Allowance
VII	Miscellaneous
VIII	Authorization
Exhibit I	Policy #4154
Exhibit II	Calendar Holidays
Exhibit III	Insurance Benefits

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

- A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires.
- B. During negotiation, the Board and the Custodial Unit shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available all public information of the North Brunswick school district.
- C. At the close of each negotiations session, the parties will agree on an agenda for the next negotiations session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiations session.
- D. All negotiations sessions between the parties shall be scheduled at least five (5) days in advance, to take place when persons involved are free from job responsibilities, unless otherwise agreed.
- E. The contract entered into shall be reduced to writing, and shall contain the full agreement between the parties. Any change in said agreement shall be in writing, and shall be signed by both parties. No verbal agreements, understandings or warranties shall be recognized by either party, unless they have been reduced to writing and signed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean that a Staff member or group of staff members are appealing the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. An individual employee at any time may present grievances.

C. Procedure

1. 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, however, be extended by mutual agreement.

2. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.
4. Level One
A School Custodian or Maintenance Man with a grievance shall first submit it in writing to his immediate supervisor, with the objective of resolving the matter informally. Forms for filing grievances and other necessary documents shall be prepared jointly by the Superintendent and the designated committee and given appropriate distribution.
5. Level Two
If the aggrieved person is not satisfied with the disposition of his grievance at level one or if no decision has been rendered within five (5) school days after presentation, he

shall submit the grievance in writing to the Superintendent of Schools, within ten (10) school days after filing this grievance at level one. The Superintendent of Schools shall have the final adjudication of the grievance.

D. Rights of an individual to Representation

Any individual staff member of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his grievance in person or through any designated representative(s) of his own choosing at any step of the proceedings.

E. Limitation

1. An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at level two of the grievance procedure shall be in writing, setting forth the reasons therefore, and shall be transmitted promptly to all parties in interest.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the Article.
3. The officers of the Unit will be the grievance committee for the length of the agreement.

ARTICLE IV

SALARIES AND DIFFERENTIALS

<u>CUSTODIAN</u>	<u>74-75</u>	<u>73-74</u> <u>HOURLY</u>	<u>73-74</u> <u>YEARLY</u>	<u>74-75</u>
0 - 1 years service credit	3.49	\$ 3.49	\$ 7,259.20	7,257.20
2 - 4 " " "	3.99	3.74	7,779.20	8,299.20
5 - 9 " " "	4.39	4.14	8,611.20	9,131.20
10 or more years	4.74	4.49	9,339.20	9,859.20

Custodian-in-Charge - plus \$500. over base

1. Any custodian who from July 1, 1971 holds the position of custodian-in-charge for a period of five (5) successive years will be moved to the next hourly step of the negotiated agreement.
2. The Board wishes to recognize the services rendered or presently being rendered by custodians-in-charge; therefore will recognize all years of service as custodian-in-charge which have been completed prior to July 1, 1971 for the purpose of salary adjustment as described in paragraph above.

Longevity Pay - \$150. at the completion of 10 consecutive years of service with the North Brunswick Township School District.

<u>MAINTENANCE</u>	<u>74-75</u>	<u>73-74</u> <u>HOURLY</u>	<u>73-74</u> <u>YEARLY</u>	<u>74-75</u>
0 - 1 years service credit	3.99	\$ 3.99	\$ 8,299.20	8,299.20
2 - 4 " " "	4.49	4.24	8,819.20	9,339.20
5 - 9 " " "	4.89	4.64	9,651.20	10,171.20
10 or more years	5.24	4.99	10,379.20	10,899.20

Effective 7/1/74 there will be a 10¢ per hour across the board increase for all custodial and maintenance men, and a cost of living raise to be determined according to the following schedule with a maximum cost of living raise of 15¢.

<u>Cost of Living Index Reports</u>	<u>Effective Date of Adj.</u>
Jan. - March 1974	7/1/74
Apr. - June 1974	10/1/74
July - Sept. 1974	1/1/75
Oct. - Dec. 1974	4/1/75

ARTICLE V

TERMS AND CONDITIONS OF EMPLOYMENT - 73-74

1. Working day

The standard work week of all daytime employees of the Unit shall be based on a forty-hour week consisting of five (5) eight-hour days. Shift assignments will be arranged according to the needs and demands of each school.

The night shift will work thirty-seven and a half (37½) hours with a half-hour lunch.

2. Summer hours and School Holidays

During the above periods when school is not in session, all custodians and maintenance men will report to their assigned schools at 7:00 a.m. and be dismissed at 3:30 p.m., with a half-hour lunch, unless otherwise notified by the Assistant Business Administrator.

3. Snow days

When schools are closed because of a snowfall, all custodians and maintenance men will report to their assigned buildings by 7:30 a.m. for snow removal.

In the event there is a snowfall and schools are open, day custodians are to report at 6:30 a.m. to clear snow from entrances, etc.

4. Weekend Security Check

The head custodian is responsible for his building seven (7) days a week and will conduct a security check on Saturday and Sunday.

5. Service Credit

Any employee appointed by the Board of Education between the dates of July 1 through December 31 will be granted one years service credit at the completion of that fiscal year.

6. Probationary Period

All new men will not be eligible for benefits or uniforms until the expiration of the ninety (90) day probationary period.

7. Boiler License

Each custodian will obtain a license as directed by the Assistant Business Administrator and at the expense of the Board of Education.

ARTICLE V

TERMS AND CONDITIONS OF EMPLOYMENT

- 24 - 75

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In the event there is a snowfall and schools are open, day custodians are to report at 6:30 a.m. to clear snow from entrances, etc.

4. Weekend Security Check

The head custodian is responsible for his building seven (7) days a week and will conduct a security check on Saturday and Sunday.

5. Service Credit (for salary purposes only)

Any employee appointed by the Board of Education between the dates of July 1 through December 31 will be granted one year's service credit at the completion of that fiscal year.

6. Probationary Period

All new men will not be eligible for benefits or uniforms until the expiration of the ninety (90) day probationary period (calendar days).

7. Boiler License

Each custodian will obtain a license as directed by the Assistant Business Administrator and at the expense of the Board of Education.

Revised:
June 11, 1974

ARTICLE VI

BENEFITS

73-74

1. Leave

- a. Sick days - eleven (11) days cumulative.
- b. Personal days (See Exhibit I attached)
Personal day without reason
- c. Funeral days (See Exhibit I attached)

2. Vacation

The custodial and maintenance men shall be entitled to the following vacation schedule:

0 - 12 months employment	5 working days prorated
1 - 5 years employment	10 working days after completion of one (1) full year.
6 - 10 years employment	15 working days
11th year employment	16 " "
12th " "	17 " "
13th " "	18 " "
14th " "	19 " "
15th " "	20 " "

The first years vacation time may be taken from July 1, 1974 to June 30, 1975, and the second years vacation time from July 1, 1975 to June 30, 1976 with approval of the Assistant Business Adm.

3. Holidays

Custodial and Maintenance staff will receive 14 paid holidays each year of this contract. (See Exhibit II attached)

4. Hospitalization

(See Exhibit III attached).

5. Uniforms and Safety Equipment

The Board of Education will furnish each man with five (5) complete sets of uniforms, and it is each man's responsibility to see that the uniforms are laundered and neat in appearance when worn on their job. Twice yearly, worn out uniforms will be replaced to maintain five (5) sets of uniforms per man. July 1, 1973 - January 1, 1974.

Maintenance men, groundsmen, and custodians will be furnished with one (1) set of foul weather gear.

ARTICLE VI

BENEFITS 74-75

1. Leave

- a. Sick days - eleven (11) days, cumulative
- b. Personal days (see Exhibit I attached)
Personal day without reason
- c. Funeral days (see Exhibit I attached)

2. Vacation

Employment date for vacation purposes will be retroactive to the first day of employment, providing the employee receives an annual contract upon completion of 90 days probationary period.

Full years of employment are based on school year starting July 1 and ending June 30.

The custodial and maintenance men shall be entitled to the following vacation schedule:

0-11 months employment - one (1) day upon completion of each month of employment until June 30, but not exceeding 10 days during the first school year. Employee must work to June 30 before becoming eligible for this vacation time.

Completion of 1-4 full years employment	-	10	working	days	(July 1 - June 30)				
" " 5 th 10	"	"	"	"	"	-	15	"	"
" " 11th	"	"	"	"	"	-	16	"	"
" " 12th	"	"	"	"	"	-	17	"	"
" " 13th	"	"	"	"	"	-	18	"	"
" " 14th	"	"	"	"	"	-	19	"	"
" " 15th	"	"	"	"	"	-	20	"	"

Employees other than 0 - 11 months will be entitled to a prorated vacation period should they leave during the school year.

Vacation time may be taken from July 1 to June 30 for vacation earned the previous school year upon approval of the Business Office.

3. Holidays

Custodial and maintenance staff will receive 14 paid holidays each year of this contract. (See Exhibit II attached)

4. Hospitalization

(See Exhibit III attached)

5. Uniforms and Safety Equipment

The Board of Education will furnish each man with five (5) complete sets of uniforms, and it is each man's responsibility to see that the uniforms are laundered and neat in appearance when worn on their job. Twice yearly, worn out uniforms will be replaced to maintain five (5) sets of uniforms per man: July 1, 1973 - January 1, 1974.

Maintenance men, groundsmen and custodians will be furnished with one (1) set of foul weather gear.

ARTICLE VII

MISCELLANEOUS

1. Transfer and Promotions - all openings will be circulated among existing employees for a period of one week before public advertisement.

A. Transfers

1. School to School

All requests for transfer from one building to another must be in writing to the Assistant School Business Administrator. The requests will be evaluated on the following basis:

- a. Availability of a position
- b. Approval of the Principal to which the transfer is requested
- c. Reason for the request
- d. Evaluation of previous work record
- e. Length of service

2. Maintenance Crew

All requests for transfer to the maintenance crew must be in writing to the Assistant School Business Administrator for Non-Instructional Areas. The requests will be evaluated on the following basis:

- a. Job opening
- b. Qualifications for the position
- c. Evaluation of previous work record
- d. Length of service

B. Promotions

1. Head Custodian

The appointment of the head custodian in a building will be at the recommendation of both the Principal and Administrator in charge. Length of service will be a factor in the selection but it will not be the sole factor or the most important. The most important factor in the selection will be for the person to meet the requirements as outlined in the job responsibilities and qualifications. This can best be determined by the present attitude and quality of work performed.

2. Copies of this agreement shall be presented to all members of the Custodial and Maintenance staff and to each new employee in this classification hired by the Assistant School Business Administrator.

EXHIBIT II

CALANDAR HOLIDAYS

73-74

(14)

July 14, 1973

Labor Day - (September 3, 1973)

Columbus Day - (October 8, 1973)

Veterans Day - (October 22, 1973)

Thanksgiving Day (November 22, 1973)
November 23, 1973

December 24, 1973

" 25, 1973

" 31, 1973

January 1, 1974

Washington's Birthday (February 18, 1974)

Good Friday (April 12, 1974)

Easter Monday (April 15, 1974)

Memorial Day (May 27, 1974)

HOLIDAYS FOR 1974-75

All 12 month office and custodial and maintenance personnel
will be off on the following holidays:

July 4	Independence Day
July 5	Day after
September 2	Labor Day
October 14	Columbus Day
October 28	Veterans' Day
November 28	Thanksgiving Day
November 29	Day after
December 25	Christmas
December 26	Day after
December 27	2 days after Christmas
January 1	New Year's Day
February 17	Washington's Birthday
March 28	Good Friday
May 26	Memorial Day

Sent to above personnel on
June 21, 1974

mhd