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NOT CIRCULATE

AGREEMENT
BY THE
SOUTH PLAINFIELD BOARD OF EDUCATION
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Local 1099

JULY 1, 1969
through
JUNE 30, 1970

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**SOUTH PLAINFIELD AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

Local 1099

Negotiating Committee

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TABLE OF CONTENTS

PREAMBLE	
ARTICLE I	RECOGNITION
ARTICLE II	GRIEVANCE PROCEDURE
ARTICLE III	SICK LEAVE
ARTICLE IV	TEMPORARY LEAVE OF ABSENCE
ARTICLE V	EXAMINATION AND FEES
ARTICLE VI	JURY DUTY
ARTICLE VII	LEAVE OF ABSENCE
ARTICLE VIII	LEAVING EMPLOYMENT
ARTICLE IX	APPLICATION FOR NEW POSITIONS
ARTICLE X	VACATIONS
ARTICLE XI	MILITARY LEAVES
ARTICLE XII	HOURS AND OVER-TIME
ARTICLE XIII	PAID HOLIDAYS
ARTICLE XIV	EMPLOYMENT
ARTICLE XV	TENURE
ARTICLE XVI	CLASSIFICATION
ARTICLE XVII	STEPS OR INCREMENTS
ARTICLE XVIII	EMERGENCY
ARTICLE XIX	DUES DEDUCTION
ARTICLE XX	SNOW DAYS
ARTICLE XXI	USE OF OWN VEHICLE
ARTICLE XXII	INSURANCE PROTECTION
ARTICLE XXIII	SALARIES
ARTICLE XXIV	MISCELLANEOUS PROVISIONS
ARTICLE XXV	DURATION OF AGREEMENT
SCHEDULE A	MAINTENANCE, CUSTODIAL AND MATRON GUIDE
SCHEDULE B	CAFETERIA PERSONNEL GUIDE

PREAMBLE

This Agreement, made the 1st day of July, 1969, by and between the Board of Education, South Plainfield, New Jersey, hereinafter referred to as the "Board", and the American Federation of State, County and Municipal Employees, Local 1099, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the "Union", wherein it is mutually agreed as follows:

ARTICLE I

RECOGNITION

Pursuant to Chapter 303, Laws of 1968 of the State of New Jersey known as the New Jersey Public Employers-Employees Relations Act, the South Plainfield Board of Education hereby recognizes Local 1099 AFSCHE, AFL-CIO as exclusive representative for the purpose of collective negotiations for all full-time personnel under contract to the South Plainfield Board of Education as included herein:

Maintenance Men
Custodians
Matrons
Cooks
Assistant Cooks
General Cafeteria Workers

but excluding:

- a. Foremen
- b. All other employees of the South Plainfield Public School.

ARTICLE II

GRIEVANCE PROCEDURE

Definition:

- A. A "Grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the time the employee knew or should know of its occurrence.
- B. 1) It is agreed by both parties that these proceedings will be kept as informal, and confidential as may be appropriate at any level of this procedure.

- 2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision as rendered at that step.
- 3) It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 4) 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.

C. Level One

Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, that matter is not resolved to the satisfaction of the employee within 5 school days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided.

The immediate superior shall communicate his decision to the employee in writing with reasons within 3 school days of receipt of the written grievance.

Level Three

The employee, no later than five school days after receipt of his immediate superior's decision, may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the immediate superior.

Level Four

If the grievance is not resolved to the employee's satisfaction, he, no later than five school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within 5 school days to the Board of Education. The Board

shall review the grievance and shall, at the option of the Board, or upon request of the employee hold a hearing with the employee and render a decision in writing with reasons within 35 working days of receipt of the grievance by the Board Secretary.

D. Rights of Employees to Representation.

- 1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Union.
- 2) When an employee is not represented by the Union in the processing of a grievance the Union shall at the time of submission of the grievance at level two, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

ARTICLE III

SICK LEAVE

- A. As of July 1, 1969, all employees shall be entitled to ten (10) sick leave days each year as of the first official day of said fiscal year whether or not they report for work on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Previously accumulated unused sick leave days, accumulated in the South Plainfield schools shall be reinstated upon employees return to the school system.
- C. Sick Leave Extended - The Board of Education agrees that in the event a tenure custodian utilized all his accumulated sick leave due to a protracted illness they will pay to him the difference, if any, between his contract salary and that of his replacement for the balance of the contract year or the duration of such illness whichever period is of a lesser duration.

ARTICLE IV

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1969-70 school year, employees shall be entitled to nonaccumulative leave of absence with full pay for the following reasons up to a maximum of five (5) days in any contract year:
 - 1) Marriage in immediate family.
 - 2) Graduation exercises of the employee or his children.
 - 3) Required appearance in court.
 - 4) Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.

- 5) One (1) day without specifying the reason if said day is considered to be of a personal nature.
- 6) Up to three days may be granted for serious illness in the immediate family (husband, wife, children, and other members of the same home; father, mother, brothers and sisters, grandfather, and grandmother, father-in-law and mother-in-law).

All leaves of absence referred to in this section are subject to the following conditions:

- a) At least twenty-four (24) hours notice shall be given in requesting a personal day through the immediate supervisor. Lacking such notice, the absence will be considered unauthorized and the employees pay will be deducted on a pro-rata basis of his annual salary. Deduction of salary will be waived in cases of extreme emergency.
 - b) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.
- B. Up to three (3) days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother, father-in-law and mother-in-law).
 - C. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.
 - D. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE V

EXAMINATION AND FEES

Examination by New Jersey Department of Labor and Industry-Fireman's License Examination will constitute part of a regular work day.

Fees - annual boiler license fees and school tuition for permanent employees under contract (or after signing a contract) to be paid by the Board of Education, if required by the Board.

ARTICLE VI

JURY DUTY

Any employee who is called for Jury Duty shall be paid his regular salary less whatever amounts he is paid for such duty. This will in no way be included in their vacation.

ARTICLE VII

LEAVE OF ABSENCE

Leave of absence up to one (1) year may be granted to all employees who have more than three (3) years of continuous service or who have tenure. Such leave, if approved, shall be without pay.

ARTICLE VIII

LEAVING EMPLOYMENT

It is agreed by both parties that his or her contract may at any time be terminated by either party giving to the other thirty (30) days notice in writing of intention to terminate same.

ARTICLE IX

APPLICATION FOR NEW POSITIONS

All job openings are to be posted on a bulletin board in each school and in the Administration Building thirty (30) days before a position is filled. In the event of an emergency situation, no less than five (5) working days notice may be given.

ARTICLE X

VACATIONS - MAINTENANCE, CUSTODIAN, MATRON ONLY

- A. Each employee shall receive a vacation as follows:
 - 1) 0 to one (1) year service.....up to 9 days with pay
 - 2) after one (1) year service.....2 weeks with pay
 - 3) after five (5) years service..... 3 weeks with pay
- B. The vacation pay shall be equal to the regular weeks pay received by the employee.
- C. If a holiday occurs while an employee is on vacation, the employee shall be entitled to an additional day of vacation due to the inclusion of a holiday in a vacation period, to be scheduled with the approval of the Superintendent of Schools.
- D. Vacations shall be granted on the basis of seniority, and shall be taken between July 1st and September 1st, after consultation and approval of the administration.
- E. Employees hired before February 1st shall be entitled to vacations as listed in Section A.
- F. Employees shall be entitled to actual vacations, and shall receive their vacation pay prior to going on vacation.
- G. Vacations are non-cumulative and must be taken during the year.

ARTICLE XI

MILITARY LEAVES

Military leaves may extend for the duration of national emergency plus sixty (60) days. Any employee who is in either the Army, Navy, Air Force, Coast Guard, Marines or National Guard units, and who is under contract, is entitled to his difference in pay during his two weeks of active duty. This will in no way be included in his regular vacation period.

ARTICLE XII

HOURS AND OVER-TIME

- A. The standard work week for all maintenance men, custodians and matrons shall consist of five (5) days of eight (8) hours each, Monday through Friday, excluding lunch periods. Starting times and lunch periods shall be determined in consultation with the Superintendent of Schools. It is agreed that any emergency matters requiring an employees attention beyond his regular hours, stated above, will be performed by him as part of his total job responsibility and in keeping with the terms of the Agreement contained herein.
- B. Overtime at the rate of one and one-half (1½) times the employees regular hourly rate shall be paid for all work performed in excess of eight (8) hours per day and forty (40) hours per week.
- C. Paid holidays shall have the same status as regular working hours.
- D. Afternoon and night employees shall receive a 10% differential in pay.
- E. The standard work week for all cafeteria personnel stipulated in Article I shall be in accordance with Schedule "B" which is appended to this Agreement.

ARTICLE XIII

PAID HOLIDAYS

(Twelve Month Personnel)

- | | | |
|----|--------------------------|-------------------|
| A. | 1. Independence Day | July 4, 1969 |
| | 2. Labor Day | September 1, 1969 |
| | 3. Columbus Day | October 12, 1969 |
| | 4. Veteran's Day | November 11, 1969 |
| | 5. Thanksgiving Day | November 27, 1969 |
| | 6. Christmas Day | December 25, 1969 |
| | 7. New Year's Day | January 1, 1970 |
| | 8. Washington's Birthday | February 22, 1970 |
| | 9. Good Friday | March 27, 1970 |
| | 10. Memorial Day | May 30, 1970 |

- B. Twelve Month Employees shall receive holiday pay at their regular straight time rate for the eight (8) hours not worked on a holiday. If work is performed on any of the holidays listed above, the employee shall receive pay at the rate of time and one-half for all work performed on each such holiday. In computing overtime pay for the work week an idle holiday shall be counted as eight hours time worked.

ARTICLE XIV

EMPLOYMENT

90 Days Trial

Each new employee shall be put on a 90 day trial basis. If his work merits, he shall be given a term contract and be considered a full-time employee.

ARTICLE XV

TENURE

(Maintenance, Custodians and Matrons Only)

Effective July 1, 1966, the following is to become policy regarding granting tenure to maintenance, matron and custodial employees. Each such employee of the South Plainfield Board of Education will be given term contracts each year for the next three (3) consecutive years. A term contract means one that is dated July 1st through June 30th in a given school year. If the custodial, matron or maintenance employee completes three consecutive years with a record of satisfactory service in the employment of the South Plainfield Board of Education, he/she will, at the beginning of the fourth year of employment, be awarded a "Notice of Employment". Such notice of employment will omit a terminal date and result in the award of tenure to the employee.

ARTICLE XVI

CLASSIFICATION

(Maintenance, Custodians and Matrons Only)

Classification of Employees

12 Month Employee

- A. Maintenance or Lead Custodian supervising four (4) or more persons
- B. Lead Custodian in Elementary Schools with less than four (4) persons
- C. Custodian holding at least Black Seal Boiler License
- D. Custodian
- E. Matron

ARTICLE XVII

STEPS OR INCREMENTS

Each employee is to move up one (1) step each year until he or she reaches the final step in salary in the respective classifications. Each employee when moving from one classification to another is to maintain his same step or higher in the next classification.

ARTICLE XVIII

EMERGENCY

When an employee is called in after work hours for any emergency, he or she shall be guaranteed a minimum of three hours pay.

ARTICLE XIX

DUES DEDUCTION

The Board agrees to make dues deductions. Such deductions shall be made in accordance with laws governing payroll deductions for employees.

ARTICLE XX

SNOW DAYS

- A. All maintenance and custodial employees will report to work at 6:00 a.m. immediately following a snow or ice storm.
- B. Entrances and sidewalks will be cleaned and "thaw" used when and if necessary.
- C. The maintenance foreman will see that all equipment is ready to go at 6:00 a.m. He will also see that there are men to operate the equipment and that all schools have enough manpower for cleaning the snow and ice.

ARTICLE XXI

USE OF OWN VEHICLE

Each employee, whose duties require traveling in his or her own car on school business authorized by the Superintendent of Schools, shall be paid traveling expenses at a rate set forth by the Board. A log shall be kept of all these trips and submitted monthly with a voucher for payment by the Board.

Each vehicle must be covered by the amount of insurance required by the State. (\$100,000./300,000. Bodily Injury Limits; \$25,000. Property Damage)

ARTICLE XXII

INSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage except that then it will pay one-third (1/3) family insurance coverage for a first-year employee, two-thirds (2/3) family insurance coverage for a second-year employee and full family coverage from that point on.

- 1) For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.
- 2) Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J and Major Medical as contained in the insurance existing as of this date. (Cafeteria employees not eligible for Major Medical Plan.)

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

The Board shall instruct the carrier to provide each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 1969-70 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XXIII

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule "A" and "B" which are attached hereto and made a part hereof.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.

Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

- 1) If by Union, to Board at Administration Building,
Foster and New Brunswick Ave., South Plainfield, N.J.
- 2) If by the Board, to Union, at the school address of
the Union President.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970, subject to the Union's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

The Board and the Union agree to begin negotiations over a successor Agreement no later than November 15, 1969.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SOUTH PLAINFIELD
Local 1099

Stanley L. Laird Sr.
President
Susan Gerak
Secretary

SOUTH PLAINFIELD
BOARD OF EDUCATION

Frank P. Licato
President
Donald H. Jarant
Secretary

SCHEDULE A

MAINTENANCE, CUSTODIAL AND MATRON GUIDE

<u>STEP</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
0	\$6600	\$5900	\$5600	\$5400	\$4700
1	6800	6100	5800	5600	4900
2	7000	6300	6000	5800	5100
3	7200	6500	6200	6000	5300
4	7400	6700	6400	6200	5500
5	7800	7100	6800	6600	5900

CLASSIFICATION: 12 Month Employee

- A. Maintenance or Lead Custodian supervising 4 or more persons
- B. Lead Custodian in Elementary Schools
- C. Custodian holding Black Seal Boiler License
- D. Custodian
- E. Matron

SCHEDULE B

CAFETERIA PERSONNEL GUIDE

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>
0	\$1.90	\$1.50	\$1.45
1	2.00	1.60	1.55
2	2.10	1.70	1.65
3	2.20	1.80	1.75

CLASSIFICATION: 10 Month Employee

A. Cook

B. Assistant Cook

C. General

Cafeteria workers are entitled to one day of bonus salary for each full twenty (20) days worked.