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THIS BOOK DOES  
NOT CIRCULATE

CONTRACT

NORTH BRUNSWICK BOARD OF EDUCATION

AND

NORTH BRUNSWICK CUSTODIAL AND MAINTENANCE UNIT

JULY 1, 1972

June 30, 1973

ARTICLE

TITLE

Recognition

Negotiation Procedure

Grievance Procedure

Salaries and Differentials

Terms and Conditions of Employment

1. Working day
2. Summer hours and school holidays
3. Snow days
4. Weekend security check

Benefits

1. Leave
2. Vacations
3. Holidays
4. Insurance
5. Uniforms and safety equipment
6. Boiler License

Miscellaneous

Authorization

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Committee as the majority representative for collective negotiation concerning the terms and conditions of employment for all persons of the Custodial Unit, including:

1. Custodian-in-charge of each school
2. School Custodian
3. Maintenance Men

B. Unless otherwise indicated, the term "Custodial Unit" shall refer to all employees as defined in Article I, Section A and references to male staff shall include female staff.

ARTICLE 14

NEGOTIATION PROCEDURES

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 March 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 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 to said agreement shall be in writing, and shall be signed by both parties. No verbal agreements, understandings or arrangements shall be recognized by either party, unless they have been reduced to writing and signed by both parties.

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 internally. 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 restraints, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance at any step or to designate a representative(s) of the Committee or other person of his own choosing to appear with him at any step.

**E. Limitation**

1. An employee or group of employees shall not have the right to refuse to follow an administrative or union 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 therefor, 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.

ARTICLE V

SALARIES AND PAYROLLS

CUSTODIAN

	HOURLY	YEARLY
1 - 4 years service credit	\$ 3.45	\$ 7,259.20
5 - 9 " " " "	3.89	8,091.20
10 or more years	4.28	8,819.20

Custodian in charge plus \$500 over base

1. Any custodian who from July 1, 1971 held 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 after 12 years

MAINTENANCE

1 - 4 years service credit	\$ 3.99	\$ 8,299.20
5 - 9 " " " "	4.14	8,819.20
10 or more years	4.99	9,339.20

Longevity pay - \$150 after 12 years



## ARTICLE V

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 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.

ARTICLE VI

BENEFITS

1. Leave

- A. Sick days (see Policy #4234)
- B. Personal days (see Policy #4154)
- C. Funeral days (see Policy #4154)

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 1 full year
6-10 "	15 " "
11th "	16 " "
12th "	17 " "
13th "	18 " "
14th "	19 " "
15th "	20 " "

Custodial and Maintenance men who are eligible for more than two weeks vacation may, with approval of the Assistant Business Manager, take their accrued time in successive weeks.

3. School Holidays

July 3, 1972	November 24, 1972
September 4, 1972	December 25, 1972
September 18, 1972	December 26, 1972
October 9, 1972	January 1, 1973
October 23, 1972	February 19, 1973
November 23, 1972	April 20, 1973
	April 23, 1973
	May 28, 1973

4. Hospitalization

See insurance benefits 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.

A new man will not be eligible for uniforms until the expiration of the ninety (90) day probationary period.

Maintenance men and groundsmen will be furnished with one (1) set of foul weather gear. All schools will be furnished with one (1) set of foul weather gear for the use of the custodians.

Maintenance men will be furnished with one (1) set of winter coveralls, 1 pair of heavy gloves, 1 safety helmet, 1 pair of safety shoes, and 1 pair of safety goggles. The gloves and shoes will be replaced on an as need basis.

6. Boiler License

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

7. Tool Allowance

Each maintenance man shall be furnished with a complete set of hand tools that will be replaced on an as needed basis. Maintenance men will use only Board of Education tools.

## INSURANCE BENEFITS

The North Brunswick Board of Education for the 1972-73 school year will pay for every eligible employee according to his/her marital status:

- 100% of the cost of Blue Cross/Blue Shield membership.
- 10% of the cost of present Major Medical coverage.
- 100% of the cost of Rider J.

### Eligibility for Board payment:

For Blue Cross/Blue Shield, employees must work 24 or more hours per week.

For Major Medical Insurance, employees must work 15 or more hours per week.

ARTICLE VII

MISCELLANEOUS

1. Transfers 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 School Administrator for Non-Instructional Areas. 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 School Administrator for Noninstructional 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 the agreement shall be presented to all members of the Custodial and Maintenance staff and to each new employee in this classification hired by the Board of Education.

ARTICLE VIII

ADMINISTRATION

The terms of this agreement shall be effective as of July 1, 1972 unless otherwise specified, and shall be in effect until and including June 30, 1973.

This agreement was approved at a regular scheduled meeting of the Board of Education on April 11, 1972 by a 7 to 0 roll call vote.

On This 17<sup>th</sup> Day of April, 1973.

For the North Brunswick Board of Education:

Christine Krauss  
Christine Krauss, President

Maurice E. Meloon  
Maurice E. Meloon, Secretary

For the North Brunswick Custodial and Maintenance Units:

Samuel J. Santor  
Samuel Santor  
Michael Kozup

Charles F. Biggestaff  
Thomas J. McClain  
Donald Laruse