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RUTGERS UNIVERSITY

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

1976-1978

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PREAMBLE

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth, and the School Maintenance Association of South Brunswick Township, New Jersey to be called the "Association" from this point forth, on the 1st day of July, 1976

## ARTICLE I

### Recognition

- A. The Board recognizes that all employees of the South Brunswick Schools have the right to contribute to, affiliate with or create employee associations and also the right to abstain from such activity for the purpose of participating with the Board in negotiations in accordance with Chapters 303, Public Laws of 1968 and 123, Public Laws of 1974 and within the framework described by the above cited statutes.
- B. The School Maintenance Association of South Brunswick has proven to the Board that they have obtained majority status. The Board, therefore, recognizes this Association to be the one and only representative for negotiating terms and conditions of employment for all school custodians, matrons, bus drivers, and buildings and grounds maintenance personnel under direct contract to the Board.
- C. The term "custodian", unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in paragraph B above but shall not be confused with the sub-classification "School Custodian" which will be used when making reference to those charged with the care and maintenance of a specific school plant.

## ARTICLE II

### Principles

- A. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to the proper interpretation or implementation of this agreement and accordingly herein agree upon a grievance procedure for the processing of such disputes.
- C. The Board and the Association, parties of the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.
- D. Each party will provide the other, upon written request, with a written notification of those personnel who have been authorized to act in their behalf in contract negotiations.
- E. The provisions of this Agreement constitute a binding obligation on the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy rule or regulation of the Board which is in direct conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing terms and conditions of employment will operate retroactively unless expressly so stated.

## ARTICLE III

### Association Rights

- A. The Board agrees to furnish the Association, in response to reasonable request from time to time, available information in the public domain.
- B. Grievance conferences, proceedings and negotiations including any impasse activities shall normally be scheduled at times other than regular working hours. However, when the Board or its representatives require or agrees to the attendance of any member of the unit to participate in any such activity during regular working hours, he shall suffer no loss in pay for such time spent.
- C. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings, upon prior notice and approval by the building principal.
- D. The Association may be permitted the use of school facilities and office equipment, upon prior notice and approval by the building principal, at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association shall have in each building work location adequate bulletin board space for the posting of Association notices. All such notices shall bear the signature of an Association official, and only an authorized representative

of the Association shall be employed to post these materials on the board. Copies of all such notices and material shall be given to the Director of Personnel prior to posting. Bulletin boards shall not be used for the posting of derogatory or controversial material.

- F. The Association shall be permitted the reasonable use of the inter-school mail facilities and school mail boxes for Association business only.
- G. In the event there is no Association representative in any work location, an authorized representative from another work location may be designated the authorized representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of Association representatives as set forth in this Agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours, nor interfere with the work being performed by other employees.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organization.

## ARTICLE IV

### Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the first full week of December of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all association members. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and the Association, and be adopted by the Board.
- B. Representatives: Neither the Board nor the Association shall control or attempt to control the procedure governing the selection of the other group's representatives. Each group shall be empowered to propose, counterpropose and either accept or reject proposals being considered.
- C. Meetings: Meetings shall be regularly scheduled until negotiations are considered completed by the the representatives of the Board and the Association. Should either group feel the need to meet with the other group at times not regularly scheduled the group initiating the request will submit to the other group a written statement detailing the reasons for the meeting. This special meeting will take place ten (10) calendar days after receipt of the written request.



- D. Consultants: The Board and the Association each reserve the right to bring consultants to the collective negotiations sessions. Should both groups agree to engage in joint contract to bring consultants or clerical assistants to the negotiating sessions, costs between the Board and the Association will be shared equally. The time and degree of participation of these consultants and clerks shall be determined by mutual agreement between the Board and the Association.
- E. Sharing of Information: The Association shall have access to public information relating to the school district's financial resources upon request.
- F. Impasse in Negotiations: In the event that either party feels that an impasse has been reached in negotiations, they may utilize the procedures available under Chapter 123 to avail themselves of mediation and fact-finding. In the event participating Association representatives are required to attend mediation or fact-finding sessions during regular working hours, they shall do so with no loss of pay. The Association agrees that a maximum of two representatives would be required for such sessions.

## ARTICLE V

### Grievance

- A. Definition: A grievance is a claim by an employee or his representative that involves the appeal of an interpretation, application or violation of policies, agreements or administrative decisions affecting him. As used in this definition, the term employee shall mean also a group of employees having the same grievance.
- B. Purpose: The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept confidential except where otherwise stated in this agreement.
- C. Rights of the Aggrieved: Any individual employee represented by the Association shall be ensured freedom from restraint, interferences, coercion, descrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative of the Association, or other persons of his own choosing to appear with him at any step in the grievance procedure. Whenever he chooses to have other persons appear with him, the Association will have the option of being present.
- D. Grievance Notification: The Association shall be notified in advance of any grievance meeting which involves an employee who has chosen to be represented by the Association in that grievance.

E. Procedure:

1. Conditions:

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit 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 constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any step of the procedure.
- b. During and notwithstanding the pendency of any grievance, employees shall 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.
- c. All meeting and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

2. Level One

- a. An employee with a grievance shall first discuss it with his immediate supervisor within thirty (30) calendar days of its occurrence. The employee shall state at

the outset that he is initiating Level One of the Grievance Procedure.

- b. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to his immediate supervisor specifying:
  - i. the nature of the grievance
  - ii. the nature and extent of injury, loss or inconvenience,
  - iii. the results of previous discussions and
  - iv. his dissatisfaction with the decision previously rendered.

The supervisor shall communicate his decision to the employee in writing within three (3) working days of receipt of the written grievance.

3. Level Two

No later than five (5) days after receipt of the supervisor's decision, the employee may appeal the supervisor's decision to the Director of Personnel. The appeal to the Director of Personnel must be in writing and must state the grievance submitted to the supervisor as specified above and the employee's dissatisfaction with the supervisor's decision. The Director of Personnel shall attempt to resolve the matter as quickly as possible, but

within a period not to exceed ten (10) working days.

The Director of Personnel shall communicate his decision in writing to the employee and the supervisor.

4. Level Three

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. This request must be submitted no later than five (5) working days after receipt of the Business Manager's decision. The request shall be submitted in writing through the Director of Personnel who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance and shall at the option of the Board, hold a hearing with the employee, and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. Arbitration

a. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he shall so notify the Board through the Director of Personnel within ten (10) working days of receipt of the Board's decision, except in the case of grievances involving any of the following points:

i. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any

- matter which according to law is either
- (a) beyond the scope of Board authority or
  - (b) limited to action by the Board alone.
- ii. A complaint of a non-tenure employee which arises by reason of his not being re-employed.
  - iii. A complaint of an employee in a non-tenured position which is made solely by reason of his not being employed, re-employed, retained or continued in his position.
- b. The following will be used to secure the services of an arbitrator:
- i. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - ii. If the parties are unable to determine, within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else.

He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

- d. The parties involved in the arbitration shall be responsible for all costs incurred by each and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half (1/2).

## ARTICLE VI

### Job Security and Seniority

- A. The Board will act with respect to promotions, transfers and assignments and layoffs as follows: The Board will give primary consideration to the best interest of the school district including as its primary consideration qualifications to perform the work and then seniority.
- B. Seniority shall be defined as length of continuous, unbroken service of an employee within a specific classification within the school district. Seniority shall be defined on two (2) levels as follows:
- (1) District-wide seniority shall begin the first day of employment in the district and shall end with the termination of employment;
  - (2) Job Classification seniority shall begin on the first day of employment in that job classification and shall cease to accumulate on the last day of service in that job classification.
- C. Notices of all vacancies shall be posted in each school by the Director of Personnel. The notice shall be posted for five (5) working days and employees interested must submit a written application to the Director of Personnel within the aforementioned five (5) working days posting period to be considered for the vacancy. The notice shall state the title of the job and its location.
- Employees who have acquired experience, skill and ability physical or otherwise, to do the work required in the job,



without training, shall be given consideration before an applicant outside the school system. All such applicants shall be considered and will be given a reply to their application. The Director of Personnel shall determine the qualifications and abilities of the employees who apply; and in the event that two (2) applicants are of equal experience, skill and ability, the applicant with the greater seniority shall be awarded the job.

The decision of the Director of Personnel in determining promotions, transfers and assignments for the filling of vacancies and new position, shall be final.

- D. A custodian shall acquire tenure status on July 1, 1971, and each July 1st thereafter under the following conditions:
1. He has devoted his full time to the duties of his position and served therein for three (3) consecutive calendar years from the date of his employment.
  2. He shall have been recommended for tenure by the Superintendent of Schools on the basis of satisfactory performance.

A custodian shall hold his position under tenure during good behavior and efficiency in the performance of his duties. The Board shall retain the right to withhold the granting of tenure to any custodian who does not meet both conditions listed above in sections 1 and 2. Where doubt exists about the custodian's ability to properly perform in his position, the Board may request the custodian's resignation, or may continue his employment on a probationary basis for one full

school year under a term contract.

E. In the event a reduction in force is required, such a reduction will take place in accordance with the following provisions:

1. The least senior employee in the classification affected shall be laid off. In this event this employee being laid off had previously worked in the same or lower classification, he may displace a less senior employee in such classification and that employee shall be laid off, subject to the senior employee's ability to perform the work.
2. In the event that within eighteen (18) months from the date of his layoff a vacancy occurs in a classification which he previously held, a laid-off employee shall be entitled to recall thereto in the order of his seniority if he had notified the Director of Personnel, in writing, within sixty (60) to ninety (90) days from his date of layoff that he desires to be placed on the recall list.
3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within three (3) days receipt of such notice of recall, the employee shall notify the Director of Personnel, in writing, whether or not he desires to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within two (2) days from the

date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of Personnel or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

- F. An employee who has accepted an assignment in a classification lower than the classification he held prior to a reduction in force, shall be entitled to be assigned, in the order of seniority to the first vacancies which become available in their former classification.
- G. Two (2) weeks notice of lay-off shall be given to any employee.

## ARTICLE VII

### Payment of Salaries and Hours of Work

- A. The day shift shall consist of eight and one half (8 1/2) hours including one half (1/2) hour for lunch. The night shift shall consist of eight (8) hours including one half (1/2) hour for dinner. The basic work week is forty (40) hours for day shift personnel and thirty-seven and one half (37 1/2) hours for night shift personnel.
- B. Overtime performed on weekdays, Saturdays and Sundays shall be paid at the rate of 1 1/2 times the custodian's hourly rate, except as noted below.
- The hourly rate shall be determined by dividing the annual salary rate by two thousand and eighty (2,080) hours for day shift custodians and one thousand nine hundred and fifty (1,950) hours for night shift custodians. Double time shall be paid for work performed on Sundays and holidays when the Board of Education requires work on those days. Time and a half shall be paid for Saturdays boiler checks in a building, but not to exceed one and a half hours. If the custodian is specifically requested by management to take compensatory time in lieu of overtime within the same week and he agrees, the custodian shall receive one and a half (1 1/2) hours off for each overtime hour performed.
- C. All overtime shall be assigned at the discretion of the Director of Personnel. However, building custodians shall be given first consideration for overtime for approved after school functions that occur in their building.

- D. All custodians, be they newly hired or not, may be required to obtain, within one (1) year, a black-seal fireman's license. The Board shall pay all costs and expenses to secure said license. The Board also agrees to pay all yearly renewals for said licence while the employee is employed by the Board.
- E. Pay checks will be issued on the fifteenth (15th) and thirtieth (30th) of each month. If such a pay day falls on a weekend, a school holiday or vacation period, the checks shall be issued on the last previous work day. All checks will be issued to employees without delay.

ARTICLE VIII

Health Benefits

- A. During the 1976-77 Contract year all employees and their eligible dependents will receive the following benefits with 100% of the cost paid by the Board:
- (1) Blue Cross, Blue Shield, Rider J, and Major Medical benefits through the N. J. State Employees Health Benefits program.
  - (2) Dental Insurance for employee only through the N. J. Dental Service Plan with a \$25.00 deductible.
- B. On April 1, 1977, all employees and family will receive a pharmaceutical plan as provided in the Memorandum of Agreement.
- C. During the 1977-78 Contract year all health benefits will be provided in accordance with the Memorandum of Agreement of January 24, 1977.

ARTICLE IX

Leaves of Absence

A. Sick Leave

1. Employees shall earn thirteen (13) days of sick leave for twelve (12) months of service, at the rate of one and one twelfth day for each month in which at least ten (10) days of service have been performed. Each day of absence covered by sick leave shall constitute service performed.
2. Employees shall be entitled to apply unearned sick leave against absence up to thirteen (13) days in any year.
3. New employees who do not have a full twelve months of service in this system by July 1st shall be entitled to apply unearned sick leave against absence as per the following schedule:

	Unearned Sick Leave Days To Be
<u>Starting Employment In</u>	<u>Applied Against Absence</u>
August . . . . .	12 days
September . . . . .	11 days
October . . . . .	10 days
November . . . . .	9 days
December . . . . .	8 days
January . . . . .	7 days
February . . . . .	6 days
March . . . . .	5 days
April, May and June . . . . .	0 days

4. Sick leave not taken during the year shall be credited and accumulated from year to year without limit.

B. Health or Hardship Leave Extended Total Disability Sick Leave Benefit

1. Total Disability shall mean one which:
  - a. results from bodily injuries or disease, and
  - b. wholly prevents the employee from engaging in his occupation, or assuming duties assigned by his supervisor, taking into consideration the nature and degree of the disability.
  - c. the employee must be under the care of a physician.  
The Board may require examinations and statements from doctors of its own choosing as frequently as it is deemed necessary.
2. Eligibility
  - a. Extended total disability benefits shall be payable to all full-time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
  - b. Benefits shall not be available to any employee who has been notified in writing that his services are to be terminated or his contract not renewed, prior to the start of total disability, except as provided in paragraph D below.



- c. Benefits shall also not be available to any employee who submits his resignation in writing prior to the start of his total disability.
- d. Benefits to an employee whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided employee is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- a. The amount and duration of such benefits shall be determined by the employee's current salary, length of service, and the number of sick days utilized prior to the commencement of this benefit.
- b. The amount of the monthly payments shall be determined in the following manner:
  - i. The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.
  - ii. Ten (10) month employees (from September to June) shall not be eligible for benefit payments

under this program during the months of July and August.

- iii. Benefit payments shall be increased by one half percent (1/2%) above the basic fifty percent (50%) payment for each sick day used after the first thirty (30) calendar days of total disability and prior to the commencement of benefit payments; e.g., an employee used forty (40) sick days, after the first thirty (30) calendar day waiting period, to cover his absence under this program.

On the basis of one half percent (1/2%) for each of these days, the percentage factor would be added to the basic fifty percent (50%) or seventy percent (70%). The employee, in this case, would be entitled to a monthly benefit of seventy percent (70%) of his regular monthly contract salary.

- c. Monthly benefit payments shall not exceed eighty percent (80%) of an employee's regular contract salary. (60 or more sick days provides an eighty percent (80%) factor.)
- d. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service by four (4). Benefits also shall be payable for a portion of a month.
- e. In no case shall benefits be payable concurrently with payments received by an employee for retirement or disability under the Social Security Program or any state employees or teachers pension plan.

f. Benefits under this program shall be reduced by the amount of any Workman's Compensation payable.

<u>Sick Leave Used After the First Thirty (30) Days of Total Disability</u>	<u>Perecentage Factor to be Applied in Computing Monthly Payments Under This Benefit Program</u>
1	50.5
2	51.0
3	51.5
4	52.0
5	52.5
6	53.0
7	53.5
8	54.0
9	54.5
10	55.0
11	55.5
12	56.0
13	56.5
14	57.0
15	57.5
16	58.0
17	58.5
18	59.0
19	59.5
20	60.0

Total Disability

This Benefit Program

21	60.5
22	61.0
23	61.5
24	62.0
25	62.5
26	63.0
27	63.5
28	64.0
29	64.5
30	65.0
31	65.5
32	66.0
33	66.5
34	67.0
35	67.5
36	68.0
37	68.5
38	69.0
39	69.5
40	70.0
41	70.5
42	71.0
43	71.5
44	72.0
45	72.5

<u>Total Disability</u>	<u>This Benefit Program</u>
46	73.0
47	73.5
48	74.0
49	74.5
50	75.0
51	75.5
52	76.0
53	76.5
54	77.0
55	77.5
56	78.0
57	78.5
58	79.0
59	79.5
60 or more	80.0

4. Exclusion of Benefits

a. Benefits shall not be payable for a disability resulting from:

- i. a pregnancy
- ii. disease or bodily injury willfully and intentionally self-inflicted.
- iii. injury incurred or disease contracted prior to becoming an employee of the South Brunswick School System, unless employed for more than three (3) years in the system.
- iv. declared or undeclared war, insurrection,

invasion, rebellion, civil war, or civil riot.

- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

5. Procedure for Applying for Benefits:

- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the employee.
- b. An application for total disability shall be submitted only after the maximum sick leave days, determined by the employee, have been used to cover the absence resulting from his total disability.
- c. An employee need not use all sick leave days toward his absence when applying for benefits under this program, but only those days used shall be considered in computing the percentage factor for monthly benefits, as described under Item 3-b.

C. Maternity Leave

- 1. A leave of absence without pay shall be granted for maternity reasons to any female custodian subject to the following conditions:
  - a. Any requests for maternity leave shall normally be made three (3) months prior to the effective leave date. Said request shall be submitted both to the School Principal and Superintendent.

- b. Maternity leave can be continued until the beginning of the third school year after the school year containing the beginning of the maternity leave. If the employee so elects, she may return to her job at the beginning of either of the two (2) intervening school years. By mutual agreement between the employee and the Superintendent, she may return at any time during the two (2) intervening school years.
- c. The date when an employee shall continue her duties, shall be determined on an individual basis, in accordance with the physical well-being of the employee.
- d. The date of return from maternity leave shall be determined on an individual basis in accordance with the physical well-being of the employee.
- e. Medical Insurance  
The Board of Education shall pay the cost of medical insurance three (3) months following the start of the leave or one (1) month following the birth, which ever occurs first.

2. An employee not on tenure who becomes an expectant mother, shall give written notice of the fact at least three (3) months before the confinement date. The date of her resignation and termination of her services, shall be determined on an individual basis. Should she wish to return to the staff at a later date, careful consideration shall be given her application. If the date of termination should fall on or after

April 1st of the third year of the probation period and she is recommended for tenure, the date of her possible return shall be determined by the same policy as given a return of employees on tenure. (Board policy Section 3.17.3 adopted: October 24, 1962).

E. Personal Leave

Employees shall be entitled to two (2) full days or four (4) half days personal leave per year with pay. Personal leave shall not be cumulative, and must be applied for at the earliest possible date. Personal leaves of absence shall be limited to either two (2) persons or five percent (5%) of the members of the bargaining unit, whichever is larger, on any given work day. Personal leave may not be used to extend a vacation or holiday period.

F. Court Subpoena: No salary deduction shall be made for absence when subpoenaed to be a witness in court.

G. Jury Duty: Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

H. Absence for Death: A leave of up to three (3) days with pay shall be granted employees for death in the immediate family. Immediate family shall constitute parent, parent-in-law, sister, sister-in-law brother, brother-in-law, husband, wife, child, grandparent, grandchild, or relative living in the immediate household. Additional two (2) days leave may be granted for unusual and extenuating circumstances subject to the approval of the Director of Personnel.

I. Sick Leave for Service Connected Disability: Whenever any employee, entitled to sick leave under this section or under N.J.S.A. 18A:30-1 or 18A:30-2, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the



course of his employment, the Board shall pay to such employee the full salary of wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, of the Revised Statutes. Any payment of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workman's compensation award made for temporary disability.

- J. Applying for Leaves of Absence : All leaves of absence must be applied for in writing.
- K. Permission to Leave During Working Hours : A custodian may not leave his building during his assigned working day, without permission from his immediate supervisor.

ARTICLE X

Paid Vacations

- A. A custodian shall be entitled to a paid vacation each year according to the following schedule:

Continuous Service Performed

<u>Prior to July 1st.</u>	<u>Entitled to Paid Vacation Days</u>
3 Months or Less	none
4 Months	3
5 Months	4
6 Months	5
7 Months	6
8 Months	7
9 Months	7
10 Months	8
11 Months	9
1 Year, but less than 5 years	10
5 to 7 years	15
8 to 10 years	17
11 or more years	20

- B. A custodian with less than twelve (12) months of service, resigning from his/her position before July 1st, shall be entitled to a paid vacation as enumerated in Section A above.

- C. The Board will attempt to arrange vacations to suit the wishes of the employees with the understanding that, wherever possible, employees will be given a choice of vacation periods in order of their seniority within their classification.
- D. Normal periods of vacation will be from July 1 through the week of August 15. However, an employee may be granted vacation time throughout the year with the approval of the Director of Personnel.
- E. Employees with one or more years of service with the District, who retire or resign, shall be eligible for payment of accumulated vacation on a pro-rated monthly basis for time worked.

ARTICLE XI

Retirement

- A. Each custodian who shall have reached seventy (70) years of age shall be required to retire at the end of the school year in which he shall have attained his seventieth (70th) birthday.
- B. All employees who are full-time personnel, excluding term contract employees, have the advantages of the state law providing for retirement incomes for the employees of the school districts of New Jersey and of the federal social security benefits. All veterans receive the Public Employment Retirement benefits as provided by federal law.

ARTICLE XII

Holidays

A. Employees shall be entitled to paid holidays during the school year as listed herein:

Independence Day	1 day
Labor Day	1 day
Yom Kippur	1 day
Veteran's Day	1 day
N.J.E.A. Convention	1 day
Thanksgiving Day	1 day
Friday following Thanksgiving	1 day
December 24th	1 day
Christmas Day	1 day
December 31st	1 day
New Year's Day	1 day
Washington's Birthday	1 day
Good Friday	1 day
Easter Monday	1 day
Memorial Day	1 day
Another holiday of his/her choice	<u>1 day</u>
Total	16 days

B. If a holiday falls during a custodian's vacation period or on a weekend, he shall be entitled to an additional day off with pay.

C. For the duration of this contract, the amount of holidays shall not exceed the established Board policy nor the agreement as reached in the 1975-76 agreement.

ARTICLE XIII

Salary Schedule for 1976-77 - Effective July 1, 1976

A. Salaries for the 1976-77 contract year shall be paid according to the following schedule:

<u>Step</u>	<u>Head Cust. High School &amp; Crossroads</u>	<u>Buildings &amp; Grounds Main- tenance Man</u>	<u>Custodian Fireman's License</u>	<u>Custodian Number License</u>
1	\$8,200	\$7,570	\$7,360	\$7,045
2	8,520	7,885	7,675	7,360
3	8,940	8,200	7,990	7,675
4	9,360	8,570	8,305	7,990
5	9,830	8,935	8,620	8,305
6	10,305	9,305	8,940	8,620
7	10,830	9,675	9,360	9,040
8	11,355	10,305	9,885	9,570
9	11,880	10,910	10,450	10,170
10	12,485	11,450	11,225	10,910

- B. The Roving Custodian shall receive an additional \$250 per annum.\*
- C. The Night Custodian-Foreman at the High School and at Crossroads shall receive an additional \$350 per annum.\*
- D. One step credit will be allowed, up to the tenth step on the guide for each year of prior outside related experience. This provision applies to all of the above listed guides.
- E. All new personnel must be employed at least five (5) months prior to July 1st in order to be eligible for an annual increment the following year.

- F. Unless specified, all positions are on a twelve (12) month basis.
- G. Custodians with one or more years of continuous service prior to July 1st, 1976, in the school district, shall be entitled to an annual clothing and shoe allowance of one hundred dollars (\$100) without vouchers for the first year of the agreement.
- H. Increments, or other increases may be withheld for inefficiency or, other just cause. The custodian shall be given written notice stating the reasons said increments have been withheld. Upon receipt of such notification, the custodian may, within ten (10) school days, file a grievance in accordance with the prescribed procedure set forth in Article V of this agreement. Said grievance shall commence at the Director of Personnel's level.

\* Licensed

ARTICLE XIV

Joint-Committee

- A. The parties hereto believe that the efficiency of the respective employee's service to the student population of the schools and the welfare of the employees will be better served by periodic meeting of a joint-committee wherein both the employer and the employees may discuss and implement suggestions for improving the services of the employees.
- B. The committee shall consist of the Director of Personnel and two (2) other members designated by the Director of Personnel and three (3) members designated by the Association. The committee shall meet regularly each month during the school academic year, on the date and at the time to be mutually determined by the members of such committee.
- C. The feasibility and planning of in-service education and the establishment of a personnel advisory committee will be included in the scope of this committee.



ARTICLE XV

Deductions From Salary

- A. The Board agrees to deduct from the salaries of its employees dues for Associations as said employee individually and voluntarily authorize the Board to deduct in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15:9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the School Maintenance Association of South Brunswick by the fifteenth (15th) of each month following the monthly pay period in which deductions are made. The Association Treasurer shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The association guarantees that the Board will be saved-harmless from any and all legal actions that may arise regarding the collection, transfer, assessment, disbursement, misappropriation, loss or theft of these monies.

ARTICLE XVI

Management Rights

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State Law, retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations,
1. To hire, promote, transfer, assign and retain employees in positions within the school district, and for just cause to suspend, demote, discharge or take other disciplinary action against employees,
  2. To abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in administrative or supervisory organization of the district or for other good cause (18A:28-9),
  3. To maintain the efficiency of the school district operations entrusted to them,
  4. To determine the means by which such operations are to be conducted, and
  5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
- B. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XVII

Work Continuity Clause

- A. The Association agrees that for the life of this contract, there shall be no strike, slow down, sick out or other similar action, the result of which is a concerted effort or an individual effort by an employee or a group of employees to withhold an employee or a group of employees' services from the Board.
- B. The Board agrees that for the life of this agreement, there will be no lock out of employees or the Association.

ARTICLE XVIII

Miscellaneous Provision

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. It is understood by all parties that under the ruling of the Courts of New Jersey, and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- C. 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 applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

1. If by the Association to the Board at West New Road, Monmouth Junction, New Jersey 08852.
2. If by the Board, to the Association at the residence of the Secretary of the Association.

The Association shall file with the Board a letter designating the Secretary of the Association during the term of this agreement.

F. Any employee who is temporarily assigned to perform a job in a classification with a higher rate of pay for more than ten (10) consecutive working days or ten (10) days in any given pay period, shall receive a per diem allowance equal to the differential between the higher rate and the lower rate of pay at the current step on the guide.

G. This contract acknowledges and gives full force and effect to the terms of the Memorandum of Understanding of January 24, 1977.

ARTICLE XIX

Effect and Duration

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.
- B. Within sixty (60) days after this Agreement is adopted, copies shall be printed and distributed, at Board expense, to all persons included within the scope of said Agreement.
- C. This Agreement shall be effective as of July 1st, 1976 and shall continue in effect until June 30, 1978, with a reopener on salary for the 1977-78 school year.
- D. Should a change in this Agreement be mutually agreed upon, it shall be reduced to writing and signed by the Presidents of the respective parties, and adopted by the Board.

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH  
BRUNSWICK,

BY Ray W. Wilkinson  
President

BY Loretta Goss  
Secretary

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

BY Kathleen S. Wilkman  
President

BY J. Bruce Ryan  
Secretary

4/19/77  
Dated