

14-30016
12-17
The agreement entered into this 23rd day of June 1969

between the Board of Education Piscataway Township hereafter referred to as Board and Piscataway Township Association of School Custodians and Maintenance Personnel hereafter referred to as Association.

Despite reference herein to Board or Association as such, each reserves the right to act hereunder by Committee or individual whether or not a member. However, each party shall provide on request satisfactory evidence of authority to act. Association shall also submit the name of all members of Association, negotiating team and grievance team.

Recognition of Association

The Association as the representative of at least a majority of the following units is recognized as the exclusive negotiating representative for all full time personnel in the following units, categories or classifications of employment:

Custodians, head custodians, matrons, maintenance personnel, bus drivers, mechanical specialists, groundsman personnel, construction specialists, groundsman specialists.

The Board does not recognize craft distinctions.

As to every employee to whom this Agreement applies, the Board shall deduct the sum of One Dollar (\$1.00) per month over the contract year. Said monies shall be remitted to ^{from the bonafide employees designated by the employees} Association or a bonafide employee organization. The Board has no responsibility and/or liability to any person, corporation, or association for any failure, error, omission, mistake or loss in making said deduction. Before any deduction is made, written authorization, consistent with this Article, shall be submitted on behalf of every employee affected, on forms approved by the Board.

duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey including the right:

1. To the executive management and administrative control of the School System and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
2. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, demotion, promotion, transfer or to take what disciplinary action as may be required.
3. To determine work schedules; routes; driver schedules; places of work; transfers of employees; the right to contract or subcontract any work to any person, persons, corporation or association; the right to eliminate any job and/or job classifications as designated herein, except as provided in this agreement.
4. To require any employee to undergo a medical examination at least once each year as the board may require, and may require additional individual psychiatric or medical examinations of any employee as it deems advisable, a violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.
5. To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.
6. To require each driver to furnish the Board his name, address, photograph and fingerprints whenever the Board may require. Such information may be used as the Board deems proper.

The exercise of the foregoing powers, right, authority, duties and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, and the Constitution and laws of the United States.

Negotiation Procedure

On or before the 15th day of October in the school year that the Agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein.

1. Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.

2. A mutually convenient time shall be set within 5 days exclusive of Board designated holidays, or vacations.

During the term of this Agreement and/or during negotiations including impasse, no sanctions, slowdown or strikes shall be engaged in by any employee or their agents. A violation of this agreement shall be deemed misbehavior in office. A direct violation or breach of this agreement shall subject any employee who participates or directly induces a breach to dismissal and/or loss of compensation unless waived by the Board. There shall be no lock out.

Grievance Procedure

The Board recognizes the right of an employee who has a grievance the right to carry his appeal to the Board. The Board recognizes the

rights of public employees, guaranteed to them by the New Jersey Constitution, and in P.L. 1941 c. 100 as amended and supplemented by c. 303, Laws of 1968 N.J.S.A. 34:13A-1 et seq as to presenting and processing a grievance.

1. Definition - A "Grievance" shall mean a complaint by an employee in the bargaining unit that (1) there has been to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement except that grievance shall not apply to any matter as to which (2) a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education having the force and effect of law, or (3) the Board of Education is without authority to act, or (4) a complaint of a non-tenure employee which arises by reason of his not being re-employed, or (5) a complaint by any employee occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

2. The employee may appeal a decision to each next higher authority in turn. The sequence shall be (Beginning at the lowest appropriate level): (1) immediate supervisor if any, (2) Supervisor of Buildings and Grounds, (3) School Business Administrator or his appointee, (4) Board of Education. Prior to each appeal, the employee shall inform the authority who last rendered a decision of his intention to appeal to the next highest authority. In any event, at each stage in the proceedings, any pleadings shall be submitted to the next, higher authority, the Association and employee.

3. All notices of appeals must be made in writing within 10 days

of receipt of the written decision including the day of the decision to
the next highest authority otherwise the appeal shall be deemed abandoned.

4. To appeal to the Board, the Association or the employee shall in writing notify the School Business Administrator within the designated time of his intention to appeal. The Board or at least five Board Members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within 10 days of the hearing which, together with any pleadings shall be submitted to the employee and the Association. Notwithstanding anything contained in this appeal procedure to the contrary, no written decision is required if the employee in writing advises the hearing authority that its decision will not be appealed. The employee shall at all steps be permitted to be joined or represented by the Association.

Job Security and Seniority

Whenever the Board acts with respect to promotions, transfers, assignments and lay offs, the Board will consider the total seniority which any employee covered hereby may have throughout the Piscataway Township school system. Each employee shall be afforded a reasonable opportunity to learn of any job opening or vacancy.

Nothing herein shall diminish any rights vested in any employee by tenure and the Statutes of New Jersey.

Definitions

1. Work Week and Payroll Week: Payroll week shall mean seven days from 7 A.M. on Monday to 7 A.M. on the following Monday. Normal work week shall mean 5 days from Monday to Friday. Exceptions to the normal work week may be made by the Board.

2. **Probationary Period:** Shall mean and be applied to newly hired employees who are not under tenure. They shall be employed for their first ninety days at the sufferance of the Board. During the first ninety days any such employee may be discharged or suspended for any reason and without cause.

3. **Tenure:** Any employee to whom this agreement applies who might be employed for three consecutive years shall be vested with tenure as to his or her term.

Hours of Work and Overtime

1. All employees to whom this agreement applies will be scheduled to work a 40 hour week as defined herein.

2. Overtime at time and one half times base pay will be paid for authorized time worked over an 8-hour shift or over a 40 hour week. Overtime pay will not be pyramided nor shall overtime include any shift premiums. In order to be paid overtime the employee must in fact have worked 40 hours in any work week or 8 hours in any work day.

3. Employee shall not refuse to work overtime except on proof of good cause, if requested.

4. The assignment of additional custodians, matrons or other personnel after normal school hours for approved functions, may be appointed by the Board's School Business Administrator but such assignment shall not be in lieu of regularly assigned employees at the particular school. Extra custodians, matrons or other personnel are to be assigned for such purposes.

5. There shall be three normal work shifts in each work day.

The School Business Administrator or his assignee has the right to determine which shift any employee shall work and to redetermine at any time what hours should compose any of the three shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be either one hour or one-half hour depending upon the length of each work shift. Examples of work shifts are annexed hereto and listed as Schedule A.

6. Employees may be permitted to leave the school building during his lunch period provided that a black seal fireman's licensed custodian is on duty in the building.

7. All newly hired custodians after the 1968-69 school year are required within one year to obtain a Black Seal Fireman's License; and all custodians previously hired shall seek in good faith to obtain such license. Employees shall pay all costs and expenses to secure said license, however, once said license is obtained as provided herein, then the Board shall pay employee \$200. for the possession of said license; payable \$100. for the contract year 1969-70 and \$100. for the contract year 1970-71 and \$200. for each subsequent year. Board also agrees to pay all yearly renewals for said license while employee is employed by Board.

8. Personnel assigned to a regular 8 hour shift that requires working beyond 6:00 P.M. shall be paid a shift differential of an additional \$300. over their place on the salary schedule. However, the employees salary status shall remain unchanged.

9. Veterans of the Armed Forces honorably discharged of the U.S.A. are eligible to receive \$200 per year for a maximum of 2 years

over and and above the base starting salary provided such additional amount shall not exceed the maximum in the appropriate level in the salary schedule.

Employee Requirements

1. The Board may change the assignments within any shift category in any emergency situation. Any change in regular assignment or transfers will consider seniority and will be on notice to the Association and employee.

2. Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with their employment with the Board of Education.

3. Newly hired employees are required to serve a ninety-day probationary period as defined herein.

4. From time to time employees may be required to undergo a physical and/or psychiatric examination at the Board's expense on reasonable notice. In addition, any employee with the Board's approval may choose and have an examination as mentioned herein at his own cost and expense.

5. New employees must be fingerprinted and photographed at Police Headquarters at the request of the Board at times designated by the Board.

Medical - Hospital Insurance

Each full time employee shall be covered by full family type N. J. Blue Cross - Blue Shield with Rider J coverage together with Connecticut General Major Medical benefits provided at Board expense. This insurance

Coverage
~~It~~ shall not be applicable to any probationary employee. The Board reserves the right to substitute any substantially similar coverage.

Personal and Sick Leave

1. Each employee shall be entitled to 11 sick days per year. These days shall accumulate if not used but shall be forfeited upon justifiable termination such as dismissal or suspension of employment. Any employee who retires shall be ineligible for payment of accumulated sick days.

2. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee on notice to the employee. Adequate proof of illness may be required as sufficient proof of need of sick leave as defined herein.

3. Each employee may have two personal days leave each year. This shall be non-cumulative.

4. Each employee shall be entitled to three days leave for death in the immediate family and one day leave in the case of a close relative.

5. In the event any employee is required to serve jury duty, then such employee shall receive the difference between his normal or regular pay and the amount received for jury service.

Paid Vacation

1. For each employee who has been employed by the Board for between 6 months to one year of service beginning as of July 1 of each

year, there shall be 5 working days paid vacation.

2. For each employee who has been employed by the Board for between one full year and up to ten (10) years of service beginning as of July 1 of each year, there shall be 10 working days paid vacation.

3. For each employee who has been employed by the Board for between 10 (ten) full years and up to 20 (twenty) years of service beginning as of July 1 of each year, there shall be 15 working days paid vacation.

4. For each employee who has been employed by the Board for twenty (20) full years of service beginning as of July 1 of each year, there shall be 20 working days paid vacation.

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation periods in order of seniority, however, no vacation schedule shall interfere with the orderly operation of the plant. Normal periods for vacation will be from July 1 through the week of August 15. Notwithstanding anything in this agreement to the contrary.

Any employee who retires or resigns and who has worked at least six months commencing from July 1st in any contract year shall be eligible for payment of accumulated vacation on a pro-rated monthly basis of time worked.

Pension

All employees to whom the Public Employees Retirement System applies and are qualified shall be required to be members of said system unless they are members of the Teachers Pension Plan. The employee rate of

of contribution under P.E.R.S. shall be determined by age at the time of employment. As required by law, a life insurance policy shall be compulsory for the first year of employment. The benefits thereunder are one and one half times the base salary of employee or as prescribed by law and the cost shall be 1% of the base salary of the employee, or as prescribed by law, to be paid by employee. Payments shall be made by deductions from the salary of qualifying employee after the probationary period.

Pay Periods

Pay checks are issued on the 15th and 30th of each month. Overtime pay, authorized throughout the 25th of the month, will be paid for in the first check of the next month and the balance will be paid for in the first check of the next consecutive month.

Holidays

The following designated days shall be deemed holidays on which no employee covered hereby shall be obligated to work for the 1969-70 school year:

- | | |
|------------------|-------------------------------|
| July 4 | |
| September 1 | Labor Day |
| November 27 & 28 | Thanksgiving |
| December 25 & 26 | Christmas |
| January 1 & 2 | New Year's |
| January 15 | Martin Luther King's Birthday |
| February 23 | Washington's Birthday |
| March 27 | Good Friday |
| March 30 | Easter Monday |
| May 30 | Memorial Day |

provided however in an emergency, or for good cause the Board or its authorized agent may require any employee to work. Payment shall be at the rate of time and one half *in addition to base pay for the day* *EM/A*

If any of the legal holidays fall on a Saturday, it is understood that no additional time off will be granted.

~~Salary~~

Board agrees to pay to each employee the following salary for the contract year 1969-70:

Six Hundred Dollars (\$600.)

over the yearly base salary earned by each employee for the contract year 1968-69.

During the contract year, in the event of any change in an employees job classification, then the employees salary shall be adjusted by an amount equal to the ^{past} 1968-1969 salary ^{grade} differential of the minimal starting salary between job classifications on a pro rated basis. An employee temporarily assigned to a lower job classification shall maintain his contract salary *EM AH.*

This Agreement shall be effective 1st day of July 1969 and shall terminate the 30th day of June 1970.

In witness whereof the parties hereto have caused those presents to be signed by their proper corporate officers the day and year first above written.

Piscataway Township Association of School Custodians and Maintenance Personnel, Inc.

by Clarence Moore
CLARENCE MOORE, President

Attest: Christine Jones Esq.

Board of Education
Township of Piscataway

by W.A. Brennan

Attest: Theodore R. Seitz

Agreed to by Board of Education negotiating committee 6/14/69
W. H. H. Fur
Weston J. Giffen

SCHEDULE A

Examples

FIRST

~~FIRST~~ SHIFT:

7:30 A.M. - 4:30 P.M. or
8:00 A.M. - 5:00 P.M. as the
Business Administrator determines
1 hour unpaid lunch period

SECOND SHIFT:

3:00 P.M. - 11:30 P.M.
 $\frac{1}{2}$ hour unpaid lunch period

THIRD SHIFT:

11:30 P.M. - 8:00 A.M.
 $\frac{1}{2}$ hour unpaid lunch period

SUMMER SHIFT:

During the summer vacation period
all custodial and maintenance
personnel will work from 7:00 A.M.
to 3:30 P.M. with $\frac{1}{2}$ hour unpaid
lunch period.