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AGREEMENT

between the

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

and the

PISCATAWAY TOWNSHIP ASSOCIATION OF
SCHOOL CUSTODIANS AND MAINTENANCE PERSONNEL

X JULY 1, 1983 --- JUNE 30, 1986

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ARTICLE I

Preamble

- A. The agreement entered into this _____ 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.
- B. 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 committee or individual so assigned 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.

ARTICLE II

Recognition of Association

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

Custodians, floating custodians, courier, maintenance personnel, bus drivers, maintenance helper and assistant grounds personnel, maintenance helper and assistant head custodians. Food truck drivers and helpers will be classified as custodians.

- B. The Board does not recognize craft distinctions.

ARTICLE III

Rights, Authority, Responsibilities of the Board

Subject to rights and privileges granted to Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey including the right:

- A. 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.

- B. 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.
- C. 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.
- D. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment 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.

ARTICLE IV

Principles

- A. Attainment of the objectives of the educational program conducted in the School District of Piscataway Township requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other support personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- B. 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 II.
- C. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- D. The Board and the Association, parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.
- E. Despite references herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

- F. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changes by mutual consent in writing. Any previously adopted policy, rule or relation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE V

Association Rights and Responsibilities

- A. The Board recognizes the rights, duties and responsibilities of the Association towards its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by the Constitution and Statutes.
- B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information that shall assist the Association in developing intelligent and accurate programs on behalf of the employees, together with public information which may be necessary for the Association to process any grievance or complaint.
- C. Whenever any representative of the Association or any employee is scheduled by the parties to participate during working hours in meetings or conferences, the employee shall suffer no loss in pay.
- D. Representatives of the local, state and national associations shall be permitted to transact official association business on school property at all reasonable times upon notification to the building principal and provided the transaction of such business does not interfere with performance of normal duties of personnel involved.
- E. Subject to Board of Education policy and the approval of the building principal, the Association may use appropriate rooms for meetings, in a school building after school hours and until 5:00 PM. Rooms may be used for evening meetings after prior approval by the building principal and the Business Office.
- F. The Association shall have the right to use the inter-school mail facilities and the school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail.

ARTICLE VI

Negotiation Procedure

- A. The parties agree to initiate negotiations over a successor agreement in accordance with NJSA 34:13A-1 et. seq. and appropriate rules of the Public Employment Relations Commission.
- B. 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.

ARTICLE VII

Grievance Procedure

- A. Definition
 1. A grievance shall mean an appeal by an employee or the Association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.
 2. Notwithstanding anything in this ARTICLE to the contrary, the right to appeal administrative decisions and policies not arising out of the agreement, shall terminate at the Board of Education level.
 3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.
- B. Adjustment of Grievance
 1. The employee(s) or association shall present the grievance, either orally or in writing to his/her immediate supervisor within fifteen (15) school days following the treatment, act or condition which is the basis of his/her grievance and this initial grievance shall make known the full details of the grievance so that a decision can be based on total pertinent information. (The immediate supervisor's written decision shall be made to the employee and association within eight (8) school days after the grievance is received.)
 2. All grievances which are carried beyond the first step shall be processed by the Association. The employee shall have the right to have an association representative present at all steps in the grievance procedure.
 3. If the Association wishes to carry its appeal to the Business Administrator or designee, it shall present the full grievance in writing to the Business Administrator or designee within twenty (20) school days of occurrence. The Business Administrator or designee shall

review the materials submitted, may discuss the issue with the parties involved and shall render a written decision within eight (8) school days of the date of the appeal.

4. If the Association wishes to carry its appeal to the Superintendent or designee, it shall present the full grievance in writing to the Superintendent or designee within eight (8) school days. The Superintendent or designee shall review the material submitted, may discuss the issue with the parties involved and shall render a written decision within ten (10) calendar days of the date of the appeal.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) school days of of the Superintendent's or designee's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may hold a meeting and/or hearing with the grievants and representatives. If the grievants appeal is received by the Board Secretary at least the (10) school days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing not later than five (5) school days following the next regularly scheduled Board Meeting.

If the grievance appeal is received less than ten (10) school days prior to the Agenda Meeting or if a Grievance Meeting or Hearing cannot be concluded prior to the Board Agenda Meeting, the response of the Board of Education shall be delayed until five (5) school days following the second subsequent regularly scheduled Board Meeting.

6. If the Association is dissatisfied with the determination of the Board of Education, it may initiate binding arbitration within eight (8) school days of receipt of the Board's decision. Within the aforementioned time limit the Association must deliver to the Board a written notice of appeal, a request to arbitrate and the grounds thereof.
 - a. The Association may request the Public Employment Relations Commission to initiate arbitration procedures pursuant to the Commission's rules and regulations.
 - b. Rights, duties and jurisdiction of arbitrator:
 - (1). Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.
 - (2). Arbitrator will be limited to a consideration of the issues presented.
 - (3). Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the agreement.
 - (4). The determination of the arbitrator must be limited to the express terms and/or conditions of the agreement which are the subject of grievance.

- (5). The arbitrator's report shall be presented only to parties at interest.
 - (6). Disputes involving questions of unfair labor practice, scope of negotiations questions, questions of representation and any other matters within the jurisdiction of the Public Employment Relations Commission as well as constitutional issues shall not be arbitrable. Furthermore, either party shall have the right to challenge in court any arbitration award on the grounds that the arbitrator misconstrued or misapplied principles of law.
- c. Cost--The Board and the Association shall share equally the cost of the arbitrator.
7. Notwithstanding anything contained in this Article to the contrary all notices of appeal must be made in writing within eight (8) school days of written decision to the next highest authority, otherwise the appeal shall be deemed abandoned.
 8. No written decisions shall be required if the employee(s) in writing advises the hearing authority that its decision will not be appealed. (If a decision is not rendered within the specified time period, the employee and/or Association may appeal to the next higher authority.) All time limits may be extended by mutual consent.
 9. The number of days indicated at each level shall be the maximum and every effort shall be made to expedite the process. Time limits specified may, however, be extended by mutual agreement.
 10. In the event a grievance is brought up for consideration at the end of the school year and if the principal (or immediate supervisor if applicable) is not available after the closing of school for procedures outlined in Paragraphs B-1 and B-4, then the employee may proceed to the next appropriate level, with the "school day" defined as a working day for twelve month employees.

ARTICLE VIII

Job Security and Seniority

- A. Whenever the Board acts with respect to promotions, transfer, assignments and layoffs, the Board will consider the total seniority which any employee covered hereby may have throughout the Piscataway Township School System. However, determination of relevant criteria shall remain solely the prerogative of the Board of Education.
- B. Notice of all vacancies shall be posted in each building for five (5) work days and employees interested therein must submit a written application to the Personnel Office within the aforementioned five-work-day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same. Posting shall not be required for nonpromotional vacancies which have been created by the transfer of personnel to a duly posted vacancy.

- C. Probationary Period: Shall mean and be applied to newly-hired employees who are not under tenure. They shall be employed for their first 90 days at the sufferance of the Board. During the first 90 days any such employee may be discharged or suspended for any reason without cause.
- D. Nontenure personnel: Shall mean and apply to those employees who have completed their probationary period but have not been employed for three (3) consecutive years.
- E. Any nontenure employee who receives a notice of nonemployment may within five (5) working days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent or designee, which statement shall be give to the employee within ten (10) working days after receipt of such request.
- F. Any nontenure employee who has received such notice of nonemployment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Superintendent or designee within five (5) working days after receipt by the employee of the statement of reasons.
- G. The Board shall issue its written determination as to the employment or nonemployment of said nontenure employee within ten (10) working days after the next regular Board Meeting following the date of the hearing.
- H. Tenure personnel: Shall mean and be applied to any employee who has been employed for three(3) consecutive years. Such an employee shall be under tenure as provided in NJSA 18A:17-3 et. seq.
- I. Lay-Off and Recall
 - 1. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any employee covered herein, the following procedures shall be followed:
 - (a). The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
 - (b). Employees shall be selected for lay-off in inverse order of seniority within the following categories:
 - (1). Custodian and all other job titles not listed below
 - (2). Maintenance crew
 - (3). Heating and ventilation specialist
 - (4). Bus Driver
 - (5). Other positions differentiated from those above by reason of duties performed and skills required.
 - 2. When vacancy occurs, a laid-off employee shall be entitled to recall thereto in order of seniority on the appropriate list.
 - 3. Notice of recall to work shall be sent to the employee's last know address. Within seven (7) days of the receipt of such notice, the employee shall notify the Board of acceptance or rejection of this recall.

4. Any employee who fails to reply or who indicates a rejection of the recall, shall forfeit all seniority and all rights to further recall. Any employee who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any employee who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
5. Miscellaneous
 - (a). Employment in the Piscataway School District prior to the adoption of these rules shall be counted in determining seniority.
 - (b). Seniority shall be terminated upon resignation or dismissal for cause.
 - (c). New unit positions shall be placed in a category as agreed by the parties.
 - (d). Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one (1) of employment.
 - (e). Seniority shall continue in all categories if an employee moves from one category to another within the unit.

ARTICLE IX

Hours of Work and Overtime

- A. All employees to whom this agreement applies will be scheduled to work a 40 hour week as defined herein.
- B. Work Week and Payroll Week: Payroll week shall mean seven (7) days from 7:00 AM on Monday to 7:00 AM on the following Monday. Normal work week shall mean five (5) days from Monday through Friday. Exceptions to the normal work week may be made by the Board or designee.
- C.
 1. Overtime at time and one-half times base pay will be paid for authorized time worked over an eight (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 eight (8) hours in any work day.
 2. Whenever an employee is required to report for work prior to the start of his/her assigned shift, he/she shall be paid at the rate of time and one-half for all hours prior to normal starting time provided that he/she completes the assigned shift or leaves early due to illness covered by accumulated sick leave. In such situations, no employee shall be denied the right to complete the regularly assigned shift.

- D. No employee shall refuse to work overtime except on proof of good cause, if requested. Except in cases of emergency, adequate notice of overtime will be given.
- E. Personnel assigned to a regular eight (8) hour shift that requires working beyond 6:00 PM shall be paid a shift differential of 19 cents per hour for 1983-84, 23 cents per hour for 1984-85 and 27 cents per hour for 1985-86. Such differential shall be paid from September to June even though temporary alterations of the night shift may occur on school holidays. During July and August the shift differential shall be paid only when the above shift conditions are met.
- F. The assignment of additional custodians or other personnel after normal school hours for approved functions, may be made by the Superintendent or designee but such assignment shall not be in lieu of regularly assigned employees at the particular school. Extra custodians or other personnel are to be assigned for such purposes.
- G. There shall be three (3) normal work shifts in each work day. The Superintendent or designee 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 (3) shifts. Seniority will be considered in any shift assignment. Each shift shall include a nonpaid 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 here to and listed as Schedule D.
- H. Employees may be permitted to leave the school building during their lunch period provided that a black seal fireman's licensed custodian is on duty in the building.
- I. The Board or designee 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.
- J. Paychecks are issued on the 15th and 30th of each month. Overtime pay for work performed during a pay period will be compensated at the end of the next succeeding pay period. If such a day falls on a day when no work is scheduled, the checks shall be issued on the last previous work day.
- K. Whenever an employee is required to return to work for an "emergency call-out" which is separated in time from the assigned shift, he/she shall be guaranteed a minimum of two hours pay at time and one-half.
- L. Continuous overtime hours in excess of eight (8) hours within any 24 hour day shall be at double time. Hours in excess of 16 hours worked within any 24 hour period shall be paid at double time

ARTICLE X

Employee Rights and Responsibilities

- A. Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with employment with the Board.
- B. New employees must be fingerprinted and photographed at the Piscataway Township Police Headquarters at the request of the Board or designee at times designated by the Board or designee.
- C. A suspended employee, who, upon due process hearing, has been cleared of all charges, will be reinstated with full back pay. The Board reserves the right to reinstate any employee without back pay if the charges have been substantiated.
- D.
 - 1. All custodians hired before September 25, 1973, are required within one (1) year to obtain a black seal fireman's license and all custodians previously hired shall seek in good faith to obtain such license. The Board shall reimburse each employee the tuition costs to secure said license and all yearly renewals for said license while the employee is employed by the Board.
 - 2. All employees hired after September 25, 1973 are encouraged to obtain a black seal fireman's license. However, the boiler license salary differential will be paid only when an employee hired after September 25, 1973 is assigned to a position for which the license is a job requirement as determined by the Business Administrator or designee.
- E. Pursuant to NJSA 34:13A-1 et. seq., the Board agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection.
- F. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 et. seq. or other laws of New Jersey or of the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in Association activities, collective negotiations or institution of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- G. No employee other than probationary shall be disciplined, reprimanded or reduced in rank without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Maintenance and custodial personnel with statutory protection under the tenure laws or with alternate statutory appeal procedures may not submit disputes concerning disciplinary determination affecting them to binding arbitration. Personnel without such statutory protection or appeal procedure who have completed three (3) years of employment shall not be terminated without just cause.

H. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent during such meeting or interview.

I. Derogatory Material

No material unfavorable to a employee's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that such material was reviewed by the employee by affixing the employee's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The employee shall also have the right to submit a written answer to such material which will be attached to the file copy.

J. At least once each year maintenance and custodial employees shall have the right to indicate those documents and/or materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the nonarbitrable discretion of the Superintendent or designee they shall be either destroyed or retained.

ARTICLE XI

Health Insurance

- A. The Board agrees to provide for the employees covered by this agreement medical, hospitalization, dental and major medical insurance coverage with benefit levels in effect as of June 30, 1983 and as specified in the progressive dental plan.
- B. Effective July 1, 1984, the Board shall provide a premium of ninety-seven dollars and fifty cents (\$97.50) for pharmaceutical insurance for each maintenance and custodial employee employed twenty (20) hours or more.
- C. Effective July 1, 1984, part time maintenance and custodial employees shall be eligible to receive health insurance benefits on a "50/50 Co-pay" basis if they are employed for twenty-five (25) hours per week or more.
- D. Effective July 1, 1984, the major medical deductible shall be one hundred (\$100) dollars.

ARTICLE XII

Paid Vacation

- A. For each employee who has been employed by the Board for between six (6) months to one year of service beginning as of July 1 of each year, there shall be five (5) working days paid vacation.
- B. For each employee who has been employed by the Board for between one (1) full year and up to seven (7) years of service beginning as of July 1 of each year, there shall be ten (10) working days paid vacation.
- C. For each employee who has been employed by the Board for between seven (7) full years and up to fourteen (14) years of service beginning as of July 1 of each year, there shall be fifteen (15) working days paid vacation.
- D. For each employee who has been employed by the Board for fourteen (14) full years of service beginning as of July 1 of each year, there shall be twenty (20) working days paid vacation.
- E. Employees who have been employed by the Board for fifteen (15) years shall be granted one (1) additional vacation day for every two (2) years of experience beyond fifteen (15) years.
- F. The Board or designee will attempt to arrange vacation 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, however, an employee may be granted vacation time throughout the year.
- G. Any employee who retires or resigns and who has worked at least six (6) months commencing from July 1 in any contract year shall be eligible for payment of accumulated vacation on a prorated monthly basis of time worked.
- H. The calculation of vacation days shall be subject to the following rollover provisions:
 - 1. An employee who has worked at least six (6) years but less than seven (7) years by July 1 shall, in addition to the normal ten (10) days, be granted one (1) additional vacation day for every two (2) months worked beyond six (6) years. The maximum number of such additional vacation days shall be five (5).
 - 2. An employee who has worked at least thirteen (13) years but less than fourteen (14) years by July 1 shall, in addition to the normal fifteen (15) days vacation, be granted one (1) additional vacation day for every two (2) months worked beyond thirteen (13) years. The maximum number of such additional vacation days shall be five (5).

ARTICLE XIII

Dues Deduction

- A. The Board agrees to deduct from the salaries of its employees dues for the Piscataway Township Association of School Custodians and Maintenance Personnel, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, or anyone or any combination of such associations as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 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 Piscataway Township Association of School Custodians and Maintenance Personnel by the 15th of each month. The Association Treasurer shall disburse such monies to the appropriate association or associations.
- B. 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 deductions.
- C. 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.

ARTICLE XIV

Personal and Sick Leave

- A. Each nontenured employee shall be entitled to eleven (11) sick days per contract year. Each tenured employee shall be entitled to twelve (12) sick days per contract year. These days shall accumulate if not used but shall be forfeited upon justifiable termination such as dismissal or suspension of employment.
- B. Employee shall be reimbursed upon retirement for unused accumulated sick leave which has been accumulated from the school year 1969-70 to the year of retirement at the rate of fifteen dollars (\$15.00) for one half of the days accumulated except that no reimbursement shall be paid upon deferred retirement.
- C. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal disability due to nonjob related accident or illness including pregnancy and childbirth or because of exclusion from school or quarantine on account of a contagious disease. Pursuant to NJSA 18A:30-4, the Board of Education may require, in order to obtain sick leave, a physician's certificate to be filed with the Secretary of the Board of Education.

- D. 1. Each employee may have two (2) personal days leave each year. Such leave shall be noncumulative and shall be granted only after presentation of the emergency day request form. Whenever possible this request form shall be submitted in advance. Such leave shall not generally be granted on the day immediately before or after a school holiday or vacation, unless good and sufficient reason is provided.
2. Effective July 1, 1983, all unused personal days shall be converted to sick leave days.
3. Personal leave shall be limited to five (5) custodial and maintenance employees on any one day except for religious or emergency purposes.
- E. Each employee shall be entitled to three (3) days leave for death in the immediate family. "Immediate Family" is interpreted to include father, mother, spouse, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, or any other relative who makes his or her home with the family of the employee. In the case of a death in the immediate family, two (2) additional days may be granted by the Superintendent or designee for good and sufficient reasons.
- F. Funeral of a Relative -- One working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the employee.
- G. In the event any employee is required to serve Jury Duty, then such employee shall receive the difference between his/her normal or regular pay and the amount received for Jury Service.
- H. Child Care Leave
1. The Board shall grant a leave of absence without pay to any employee with tenure status for the purpose of caring for a newborn dependent child.
2. Utilization of sick leave for pregnancy and childbirth as described in this Article XIV may immediately proceed the commencement of child care leave.
3. Child care leave shall not extend beyond six (6) months after the birth of the child.

ARTICLE XV

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 and Annuity Fund. The employee rate of contribution under PERS shall be determined by age at the time of employment. As required by law, a contributory life insurance policy shall be compulsory for the first year of employment. The benefits thereunder, which are in addition to the state supported noncontributory insurance, are one and one-half times the base salary of the 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 the employee. Payments shall be made by deductions from the salary of qualifying employee after the probationary period.

ARTICLE XVI

Holidays

- A. There shall be a minimum of fourteen (14) paid holidays each year July 1 through June 30.
- B. Joint Committee as provided in Article XIX shall meet and confer prior to the designation of specific holidays for each contract year.
- C. In any emergency, or for good cause the Board or its authorized agent may require any employee to work on a designated paid holiday. Payment shall be at the rate of double time in addition to base pay for the day.
- D. If any of the designated holidays fall on a Saturday or Sunday, it is understood that either compensatory time off or an additional day's pay will be granted to each employee.
- E. If a holiday falls during an employee's vacation period, the employee shall receive an additional day off with pay.

ARTICLE XVII

Salary

- A. The salaries of maintenance and custodial personnel covered in this agreement shall be as set forth in Schedules A, B, and C and annexed hereto.
- B. During the contract year, in event of a transfer of an employee from one job classification to another, the employee's salary shall be adjusted by an amount equal to the differential between job classifications on a prorated basis. An employee temporarily assigned to a lower job classification shall maintain his/her contract.
- C. In the event that, in the absence of a head custodian the second day custodian, who is the holder of a black seal boiler's license assumes the duties of the head custodian, the second day custodian shall be compensated for such time at head custodian rates.

ARTICLE XVIII

Employee Facilities

- A. The Board will provide uniforms for all employees covered herein.
- B. The Board will make every effort to provide adequate lockers, lunch and sanitation facilities in each school.
- C. The Board will arrange for a telephoning system to enable employees to report unavailability for work.
- D. Protective rain gear will be made available for use of employees as follows:
 - 1. At least one set in each school
 - 2. Grounds Department
 - 3. Transportation Department
 - 4. Maintenance Department
 - 5. Food Service Department
- E. The Main Office will contact the head custodian when notice is received that an employee will be absent. When possible, the call will be made immediately.
- F. The Board will provide the following equipment for personnel employed on the maintenance and ground crews:
 - 1. Storm boots
 - 2. Winterized work jackets

ARTICLE XIX

Joint Committee

- A. The parties hereto believe that the efficiency of the respective employees' service to the student population of the schools and the welfare of the employees will be better served by periodic meetings 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 Superintendent or designee and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The Joint Committee shall meet upon the request of either the Superintendent's designee or the Association from time to time during the year on a date and time mutually determined by members of each committee.

ARTICLE XX

Employee Improvement

In an attempt to provide the most efficient and economical work force possible, the board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is required and/or requested by the Administration to take.
2. To cooperate with the Association in arranging in-service courses, workshops and programs designed to improve the quality of work performed by its employees. In-service programs shall be conducted during the normal work day.

ARTICLE XXI

Miscellaneous

- A. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status.
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision 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.
- C. 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.
- D. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed. The agreement shall be presented to all present employees and those employed during the life of the contract.
- E. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram, registered letter or receipted notice at the following addresses:
 1. If by Association, to the Secretary of the Board at the Administration Building, Willow Avenue, Piscataway, NJ 08854

2. If by Board, to the Association at the residence of the President of the Association. The Association shall file with the Board a letter designating the President of the Association during the terms of this agreement.

F. Ray Post Memorial Welfare Fund

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1984 an amount equal to \$30 for each unit member, January 1, 1985 an amount equal to \$30 for each unit member and January 1, 1986 an amount equal to \$33 for each unit member. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free to any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this revision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each unit member or applied to a mutually agreeable temporary disability insurance plan.

ARTICLE XXII

Duration of Agreement

- A. This agreement shall be effective from the date hereof and shall continue in effect until June 30, 1986 subject to the Association's right to negotiate over a successor agreement as provided in Article VI. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents and attested by their respective secretaries all on the day and year first above written.

Dated this 19th date of March, 1983.

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

Board of Education Township
of Piscataway

By Giovanna Musto
President

By Sheldon Medlow
President

Attest Catherine Giardino
Secretary

Attest Raymond A. ...
Secretary

SCHEDULE A
MAINTENANCE AND CUSTODIAL JOB RATES

Effective July 1, 1983

	<u>BASE RATE</u>
Specialist	19,025
Maintenance	17,665
Helper	16,045
Grounds	16,589
Floating Custodian Courier	16,968
Asst. Head Custodian	16,252
Custodian & Food Truck	15,500
Bus Driver	16,045

LONGEVITY INCREMENTS

Employed seven (7) years by 12/31/83	\$ 495
Employed ten (10) years by 12/31/83	1100

PROBATIONARY RATE

\$300 less than job rate listed above.

BLACK SEAL BOILERS LICENSE

\$300 more than job rate listed above.

HOURLY RATE OF PAY

Hourly pay equals the sum of the salary schedule amount, license fee, and longevity increment divided by two thousand eighty (2080) hours.

SCHEDULE B

MAINTENANCE AND CUSTODIAL JOB RATES

Effective July 1, 1984

	<u>BASE RATE</u>
Specialist	20,167
Maintenance	18,725
Helper	17,008
Grounds	17,584
Floating Custodian Courier	18,005
Asst. Head Custodian	17,227
Custodian & Food Truck	16,430
Bus Driver	17,008

LONGEVITY INCREMENTS

Employed seven (7) years by 12/31/84	\$ 686
Employed ten (10) years by 12/31/84	1525

PROBATIONARY RATE

\$300 less than job rate listed above.

BLACK SEAL BOILERS LICENSE

\$300 more than job rate listed above.

HOURLY RATE OF PAY

Hourly pay equals the sum of the salary schedule amount, license fee, and longevity increment divided by two thousand eighty (2080) hours.

SCHEDULE C

MAINTENANCE & CUSTODIAL JOB RATES

Effective July 1, 1985

	<u>BASE RATE</u>
Specialist	21,337
Maintenance	19,849
Helper	18,028
Grounds	18,639
Floating Custodian Courier	19,103
Asst. Head Custodian	18,261
Custodian & Food Truck	17,416
Bus Driver	18,028

LONGEVITY INCREMENTS

Employed seven (7) years by 12/31/85	\$ 940
Employed ten (10) years by 12/31/85	2040

PROBATIONARY RATE

\$300 less than job rate listed above.

BLACK SEAL BOILERS LICENSE

\$300 more than job rate listed above.

HOURLY RATE OF PAY

Hourly pay equals the sum of the salary schedule amount, license fee, and longevity increment divided by two thousand eighty (2080) hours.

SCHEDULE D

The following schedule of work shifts is presented as an example only and should not be construed to restrict or limit the establishment or alterations of actual work shifts as provided in Article IX, Paragraph G herein.

- First Shift:** 7:30 AM -- 4:30 PM or
8:00 AM -- 5:00 PM or
as the Superintendent or designee
determines
1 hour unpaid lunch period.
- Second Shift:** 3:00 PM -- 11:30 PM or
as the Superintendent or designee
determines
1/2 hour unpaid lunch period.
- Third Shift:** 6:00 PM -- 2:20 AM or
as the Superintendent or designee
determines
1/2 hour unpaid lunch period.
- Summer Shift:** During the summer vacation period
all custodial and maintenance
personnel will work from 7:00 AM
to 3:30 PM or as the Superinten-
dent or designee determines with
a 1/2 unpaid lunch period.

SCHEDULE E

ADMINISTRATIVE GUIDELINES FOR TRANSFER AND PROMOTION

1. The parties hereby expressly understand that this Schedule C shall not be subject to any contractual appeal including the grievance and/or arbitration procedure set forth in Article VII.
2. A transfer and promotion request file will be maintained in the Personnel Office.
3. Any employee wishing to be considered for a transfer or promotion may submit such a request at any time and the written request will be kept on active file for one (1) year from the date of submission.
4. Whenever a vacancy occurs and is posted pursuant to Article VIII-B of the Agreement, all employees who have requested transfer or promotion to such a position will be considered before the vacancy is filled. For promotional vacancies, all applicants will be interviewed unless they have been interviewed for a similar position within the previous six (6) months.
5. An applicant who was not selected to fill a promotional vacancy will, upon request, be granted an opportunity to discuss his/her candidacy with an administrator in an attempt to identify means by which the employee's promotional potential may be increased.

SCHEDULE F

INSERVICE STIPEND

Employees who participate in approved inservice training programs shall be eligible to receive an inservice stipend pursuant to the following provisions:

A. Participation in Inservice Programs

1. Employee participation must be wholly outside of normal working hours.
2. Participation must be approved in advance by the Superintendent or designee.
3. Inservice programs must be related to the occupation of the employee.
4. Inservice programs shall be approved and scheduled by the Superintendent or designee.

B. Inservice Credit

1. Inservice participants shall be awarded one (1) inservice credit for each fifteen (15) hours of instruction.
2. Inservice programs with a duration from one and one-half hours (.1 credit) up to 45 hours (3 credits) may be scheduled.
3. Inservice credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

C. Inservice Instructors

1. Inservice instructors must be approved in advance by the Superintendent or designee.
2. Inservice instructors must prepare and conduct inservice programs after normal working hours.
3. Inservice instructors shall be awarded twice the inservice credit of inservice participants. One (1) inservice credit for each 7-1/2 hours of instructions).

D. Payment of Stipend

1. Employees shall receive an annual stipend of \$119 for every 7 inservice credits up to a maximum of 63 credits.
2. The annual inservice stipend shall be added to and made a part of the annual salary of the employee.
3. The inservice stipend of each employee shall be determined at the start of each work year.