

A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

Township of South Brunswick

and

Education Association

SOUTH BRUNSWICK SCHOOL
ADMINISTRATORS' ASSOCIATION

X July, 1979 - June, 1982

LIBRARY
SEP 28 1981
RUTGERS UNIVERSITY

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	i
ARTICLE I RECOGNITION	1
ARTICLE II NEGOTIATION PROCEDURES	3
ARTICLE III GRIEVANCE PROCEDURE	5
ARTICLE IV LEAVES OF ABSENCE	8
ARTICLE V SALARIES	10
ARTICLE VI SABBATICAL LEAVE	15
ARTICLE VII VACATIONS	17
ARTICLE VIII ADMINISTRATIVE VACANCIES	18
ARTICLE IX PARTICIPATION PLAN	19
ARTICLE X RIGHTS OF THE BOARD	21
ARTICLE XI INSURANCE	22
ARTICLE XII LEGALITY OF AGREEMENT	28
ARTICLE XIII DURATION OF AGREEMENT	29

P R E A M B L E

1. This agreement is entered into this 1st day of July, 1979, by and between
2. the Board of Education of the Township of South Brunswick, New Jersey,
3. hereinafter called the "Board" and the South Brunswick Administrator's
4. Association, South Brunswick Township, New Jersey hereinafter called the
5. "Association."

ARTICLE I: RECOGNITION

1. A. UNIT MEMBERSHIP

2. In accordance with Chapter 123, Public Laws of 1974, the Board hereby
3. recognizes the South Brunswick School Administrator's Association as the
4. exclusive and sole representative for the collective negotiation concern-
5. ing terms and conditions of employment for all Principals, Assistant Prin-
6. cipals, the Director of Instructional Development, the Director of Special
7. Services and any Administrative Assistants employed by the Board. Incum-
8. bents in already existing or newly created titles may be represented by the
9. Association. Incumbents in already existing or newly created titles may be
10. represented by the Association in accordance with the membership provisions
11. of the Association's by-laws and the appropriate laws of the State of New
12. Jersey.

13. 1) Existing Titles

14. Any such incumbent in a newly represented title shall be included in the
15. provisions of this contract at the beginning of the next fiscal year and
16. only after the Board is officially notified of such change.

17. 2) Newly Created Titles

18. Any incumbents, unless designated as an exempt employee, in titles created
19. after this contract becomes effective and prior to December 31, shall be
20. included in the provisions of this contract on January 1 of that school year.

21. B. DEFINITION

22. Unless otherwise indicated, the term "administrator" when used herein-
23. after in this agreement, shall refer to all professional employees rep-
24. resented by the Association in the negotiating unit as above defined, and
25. references to male administrators shall include female administrators.

ARTICLE II: NEGOTIATION PROCEDURES1. A. DEADLINE DATES

2. The parties agree to enter into collective negotiations over a succes-
3. sor agreement in accordance with Chapter 123, Public Laws of 1974 in a
4. good faith effort to reach agreement on the terms and conditions of
5. administrator's employment. The President of the Board and/or his/her
6. designee and the President of the Association shall determine the time,
7. date, and place of the first negotiations meeting according to the reg-
8. ulations of PERC. Negotiations shall begin no later than 120 days be-
9. fore the submission of the annual school budget to the public.

10. B. NEGOTIATING TEAM AUTHORITY

11. Neither party in any negotiations shall have any control over the sel-
12. ection of the negotiating representatives of the other party. The rep-
13. resentatives of both parties shall be empowered to make proposals, con-
14. sider proposals and make counter proposals in the course of negotiations
15. within the predetermined limits prescribed by the respective parties.

16. C. CONSULTANTS

17. When mutually agreed upon, clerical assistance and consultants shall be
18. contracted by both parties; in such case, the costs will be shared equal-
19. ly by the Association and the Board.

20. D. CONDUCT OF MEETINGS

21. At the beginning of negotiations, the negotiators shall adopt a written
22. set of procedures for conducting negotiations meetings.

23. E. EXCHANGE OF INFORMATION

24. The Association shall have access to all available information concern-
25. ing the financial resources of the district

26. F. AGREEMENTS

27. As tentative agreements are reached, these shall be reduced to writing,
28. dated and initialed by the spokesman for each group.

29. G. MODIFICATION

30. 1) Understanding of Parties

31. This agreement incorporates the entire understanding of the parties on
32. all matters which were or could have been the subject of negotiation.

33. Reopening of negotiations to consider any modification of this agreement
34. shall be made only by mutual consent of both parties. Any such modifica-
35. tion shall be effective only when agreed to in writing and duly executed
36. by both parties.

37. H. IMPASSE

38. In the event that the Board and the Association have failed to reach
39. agreement on all topics of negotiations, after genuine and sincere efforts
40. to negotiation, either the Board, the Association, or the two jointly, may
41. notify the Executive Director of the Public Employment Relations Commission
42. in writing that an impasse exists, and shall request the assignment of a
43. mediator, and follow the procedures and regulations as outlined in P.L. 123.

ARTICLE III: GRIEVANCE PROCEDURE1. A. DEFINITION

2. A grievance is a claim by an administrator or a representative of an
3. administrator that an allegation of a specific provision of this con-
4. tract has been violated, except that the term grievance shall not apply
5. to any matter as to which (a) a method of review is prescribed by law
6. or by any rule or regulation of the State Commissioner of Education,
7. or (b) the Board and/or Administrative officers are without authority
8. to act, or (c) a complaint of any employee represented by the Associa-
9. tion in a non-tenure position which arises solely by reason of his be-
10. ing not employed, re-employed, retained or continued in that position.
11. As used in this definition, the term Administrator shall also mean a
12. group of Administrators having the same grievance.

13. B. RIGHTS OF THE AGGRIEVED

14. 1) Any individual employee represented by the Association shall
15. be ensured freedom from restraint, interference, coercion, discrimina-
16. tion, or reprisal in presenting his appeal. He shall have the right to
17. present his own appeal or to designate a representative of the Associa-
18. tion, or other persons of his own choosing to appear with him at any
19. step in the grievance procedure. Whenever he chooses to have other per-
20. sons to appear with him, a representative of the Association will have
21. the option of being present.

22. C. PROCEDURE

23. 1) An employee with a grievance shall first discuss it with his
24. immediate supervisor within fifteen (15) work days from date party be-
25. comes aware of grievance with the object of resolving the matter inform-
26. ally, or the grievance shall be barred.

27. 2) If, as a result of the discussion, the matter is not resolved
28. to the satisfaction of the employee within five (5) work days, he shall,
29. within five (5) work days, set forth his complaint in writing to his
30. immediate supervisor, which shall include the policy agreement for ad-
31. ministrative decision which the grieving party claims has been violated
32. as to him/her. The supervisor shall communicate his decision to the
33. employee in writing within five (5) work days of receipt of the written
34. complaint.

35. 3) The employee may appeal the supervisor's decision to the Super-
36. intendent of Schools within a period of ten (10) work days. The appeal
37. to the Superintendent must be made in writing and must set forth the
38. grounds upon which the grievance is based. The Superintendent shall
39. request a report on the grievance from the supervisor, shall confer
40. with the employee or supervisor separately. He shall attempt to resolve
41. the matter as quickly as possible, but within a period of ten (10) work
42. days, the Superintendent shall communicate his decision in writing to
43. the employee and the supervisor.

44. 4) If the grievance is not resolved to the employee's satisfaction
45. within ten (10) work days, he may request a review by the Board. The re-
46. quest shall be submitted in writing through the Superintendent, who shall
47. attach all related correspondence and forward the request to the Board.
48. In the event that the Board decides not to hold a hearing, the Board shall
49. render a decision in writing within fifteen (15) calendar days of receipt
50. of the request. In the event that a hearing is held, said hearing shall
51. be scheduled within thirty (30) calendar days from the receipt of the re-
52. quest and render a decision in writing within thirty (30) calendar days
53. from the date when the hearing is complete.

54. 5) If the grievance is still not resolved to the satisfaction of
55. the aggrieved party, and the Grievance Committee of the Association
56. feels the grievance has merit, the grievance may be submitted to arbi-
57. tration by a written notice to the Board within ten (10) work days fol-
58. lowing receipt of the Board's decision.

59. 6) Within ten (10) work days after such written notice of submis-
60. sion to arbitration, a request for a list of arbitrators may be made to
61. the American Arbitration Association for the selection of an arbitrator.
62. If the parties are unable to agree upon an arbitrator, they shall re-
63. quest the American Arbitration Association to appoint an arbitrator.
64. The arbitrator's decision shall be in writing and shall be limited to
65. the issues submitted and shall consider nothing else. The arbitrator
66. can add nothing to, nor subtract anything from, the Agreement between
67. the parties. The arbitrator shall issue his decision not later than
68. thirty (30) calendar days from the close of the hearings.

ARTICLE IV: LEAVES OF ABSENCE

1. A. SICK LEAVE

2. 1) Accumulative

3. All full time administrators shall be entitled to twelve (12) days
4. sick per year. Unused days of sick leave shall be accumulated from
5. year to year.

6. 2) Transfer of Sick Leave

7. Any administrator appointed, effective July 1, 1974 or thereafter,
8. shall be entitled to transfer a maximum of twenty-five (25) accumula-
9. ted sick leave days to South Brunswick.

10. B. TEMPORARY LEAVES OF ABSENCE

11. All full time administrators shall be entitled to the following leaves
12. of absence with pay during each school year:

13. 1) Death in the Family

14. In the event of a death in the immediate family, an allowance up to
15. three (3) days leave shall be granted. "Immediate family" shall be
16. husband, wife, child, step-child, father, mother, brother, sister,
17. father-in-law, mother-in-law or any member of the administrator's
18. immediate household. Two additional days of leave may be granted upon
19. the approval of the Superintendent for unusual or extenuating circum-
20. stances.

21. 2) Funerals

22. An allowance of one (1) day shall be granted to attend the funeral of
23. other relatives or a close friend of the administrator.

24. 3) Personal

25. Absence of three (3) days per year may be granted to an administra-
26. tor without reduction in pay for personal business which cannot be
27. performed other than during hours of employment. Unused personal
28. leave days for each year shall be converted to sick days and added
29. to the administrator's accumulated sick leave at the end of each
30. school year.

31. 4) Legal Proceedings

32. Time necessary for appearances in any legal proceedings connected with
33. the school system or which involves a South Brunswick student which
34. the administrator is required or requested to attend shall be granted
35. without loss of pay. No salary deductions shall be made for absence
36. when subpoenaed to be a witness in court. Those regular employes
37. called for jury duty shall be paid at their regular rate less compensa-
38. ted fees for jury duty. (Board Policy 4151.5)

ARTICLE V: SALARIES1. B. ADMINISTRATOR'S SALARIES, 1979-80, 1980-81 and 1981-82

2. Administrators shall be paid an annual salary for each of the three
 3. years of this agreement in accordance with the amounts indicated in
 4. the Salary Distribution Plan for 1979-80, 1980-81 and 1981-82.

5. Percentages and amount of money that are involved are indicated
 6. below.

7. 1978-79 Base \$489,232.

8. <u>Contract Year</u>	<u>Percent of Increase</u>	<u>Dollar Amount</u>	<u>Dollar Increase</u>
9. 1979-80	6.00%	\$29,354.	\$518,586.
10. 1980-81	6.25%	32,412.	550,998.
11. 1981-82	6.75%	37,912.	588,190.

12. This amount of money covers:

13. 1) Annual salaries

14. 2) Drug plan

15. 3) Buy back of unused sick leave days - \$15/day - 50%/total days.

16. C. EVALUATION

17. Each administrator shall be evaluated by the Superintendent or the
 18. administrator's immediate supervisor at least once during the con-
 19. tract year. The purpose of the evaluation shall be to provide a
 20. basis for the improvement of performance and professional growth.

21. A written report of the evaluation shall be presented to the person
 22. evaluated. Any person who fails to correct deficiencies noted in
 23. the report by the end of that contract year, may be denied all or
 24. any portion of the scheduled increase.

25. D. SALARY OF NEWLY APPOINTED ADMINISTRATOR

26. The initial salary of a newly appointed administrator shall be nego-
 27. tiated between the administrator and the Board. The step numerals
 28. in the guide are intended to indicate an annual salary progression
 29. to be used in determining the next successive year's salary after

30. the entry level salary has been determined by the Board. These
31. numerals are not intended to indicate a quantity of previous ex-
32. perience.

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1979 - 1980 School Year

Step	High School Principal	Middle School Principal	Elementary School Principal	Director Special Services	Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt.	Adm. Asst. To H. S. Principal	Adm. Aide To H. S. Principal
1	\$24,250.	\$22,250.	\$20,250.	\$19,750.	\$18,250.	\$17,250.	\$16,250.
2	25,250.	23,250.	21,250.	20,750.	19,250.	18,250.	17,250.
3	26,250.	24,250.	22,250.	21,750.	20,250.	19,250.	18,250.
4	27,250.	25,250.	23,250.	22,750.	21,250.	20,250.	19,250.
5	28,250.	26,250.	24,250.	23,750.	22,250.	21,250.	20,250.
6	29,250.	27,250.	25,250.	24,750.	23,250.	22,250.	21,250.
7	30,250.	28,250.	26,250.	25,750.	24,250.	23,250.	22,250.
8	31,250.	29,250.	27,250.	26,750.	25,250.	24,250.	23,250.
9	32,250.	30,250.	28,250.	27,750.	27,493.	25,250.	24,250.
10	33,250.	31,250.	29,493.	28,750.	28,493.	26,493.	25,493.
11	34,493.	32,493.	30,493.	29,993.	29,493.	27,493.	26,493.

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1980 - 1981 School Year

Step	High School Principal	Middle School Principal	Elementary School Principal	Director Special Services	Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt.	Adm. Asst. To H. S. Principal	Adm. Aide To H. S. Principal
1	\$25,250.	\$23,250.	\$21,250.	\$20,750.	\$19,250.	\$18,493.	\$17,493.
2	26,250.	24,250.	22,250.	21,750.	20,250.	19,493.	18,493.
3	27,250.	25,250.	23,250.	22,750.	21,250.	20,493.	19,493.
4	28,250.	26,250.	24,250.	23,750.	22,250.	21,493.	20,493.
5	29,250.	27,250.	25,250.	24,750.	23,250.	22,493.	21,493.
6	30,250.	28,250.	26,250.	25,750.	24,250.	23,493.	22,493.
7	31,250.	29,250.	27,250.	26,750.	25,076.	24,493.	23,493.
8	32,250.	30,250.	28,250.	27,750.	27,076.	25,493.	24,493.
9	33,250.	31,250.	29,250.	28,750.	29,319.	26,493.	25,493.
10	34,493.	32,493.	31,319.	30,819.	30,319.	28,319.	27,319.
11	36,319.	34,319.	32,319.	31,819.	31,319.	29,319.	28,319.

ADMINISTRATORS' ASSOCIATION SALARY SCHEDULE

1981 - 1982 School Year

Step	High School Principal	Middle School Principal	Elementary School Principal	Director Special Services	Asst. Prin. Dir. Instr. Devel. Adm. Asst. To Supt.	Adm. Asst. To H. S. Principal	Adm. Aide To H. S. Principal
1	\$26,250.	\$24,250.	\$22,250.	\$21,750.	\$20,250.	\$19,493.	\$18,493.
2	27,250.	25,250.	23,250.	22,750.	21,250.	20,493.	19,493.
3	28,250.	26,250.	24,250.	23,750.	22,250.	21,493.	20,493.
4	29,250.	27,250.	25,250.	24,750.	23,250.	22,493.	21,493.
5	30,250.	28,250.	26,250.	25,750.	24,250.	23,493.	22,493.
6	31,250.	29,250.	27,250.	26,750.	25,250.	24,493.	23,493.
7	32,250.	30,250.	28,250.	27,750.	26,250.	25,493.	24,493.
8	33,250.	31,250.	29,250.	28,750.	27,076.	26,493.	25,493.
9	34,493.	32,493.	31,319.	30,819.	29,159.	28,319.	27,319.
10	36,319.	34,319.	33,402.	32,902.	31,402.	30,402.	29,402.
11	38,402.	36,402.	34,402.	33,902.	32,402.	31,402.	30,402.

ARTICLE VI: SABBATICAL LEAVE

1. All persons included in this proposal may be entitled to be granted
2. a sabbatical leave for study or other reasons valuable to the school
3. system subject to the following conditions.

4. A. DURATION

5. A sabbatical leave shall be for one (1) full year at half (1/2) sal-
6. ary or for half (1/2) a year or smaller fraction thereof at full sal-
7. ary.

8. B. ELIGIBILITY

9. Personnel are eligible to be granted a sabbatical leave after they have
10. completed seven (7) years of service in the South Brunswick Township
11. Schools.

12. C. LIMITATIONS

13. No more than one or the equivalent of one of the personnel included in
14. this Agreement shall be granted sabbatical leave during any school year.
15. When more than one person is granted sabbatical leave within the limita-
16. tions set forth above, the total time granted is not to exceed six (6)
17. months. The Superintendent may determine that additional leaves would
18. be of benefit to the school system.

19. D. TEMPORARY VACANCIES

20. When an administrator is granted a sabbatical leave, his position and
21. all other administrative positions in the school system will be filled
22. during such leave unless it is determined by the Superintendent and
23. the Principal of the building concerned, or solely the Superintendent
24. for Central Office positions, that it is inappropriate to fill the po-
25. sition during the person's absence. The Superintendent of Schools shall

26. be responsible for the development of appropriate rules and regula-
27. tions to implement this article.

ARTICLE VII: VACATIONS1. A. ALLOCATED DAYS

2. All personnel included in this agreement shall be entitled to 22 days
3. vacation each year and all holidays which occur when school is closed.
4. A flexible work schedule shall be in effect during Christmas and Easter
5. vacations. All vacations shall be arranged in accordance with the best
6. interests of the school system.

7. B. SEPARATION FROM DISTRICT

8. 1) A member who dies shall have payment for his unused vacation
9. days given to his estate.

10. 2) A member who resigns or retires during the contract year shall
11. receive cash payment for those unused vacation days accumulated up to
12. date of termination.

13. 3) Any administrator who has completed 15 yrs. of service in South
14. Brunswick, upon retirement from the district will receive payment
15. for sick days accumulated in South Brunswick. Payment for unused
16. accumulated sick leave will be for 50% of the eligible days at the
17. rate of \$15.00 per day.

ARTICLE VIII: ADMINISTRATIVE VACANCIES1. A. NOTIFICATION

2. Notices of Administrative Vacancies, including salary range, shall
3. be sent to each administrator not less than ten (10) work days prior
4. to the final date of application. In the event that an administrator
5. wishes to file for any vacancy which may occur during a leave of ab-
6. sence, said administrator shall notify the Superintendent of Schools
7. of said interest and the type of position for which application would
8. be made. The Superintendent of Schools shall make every effort to
9. notify the person of an existing vacancy.

10. B. APPLICATION

11. Applicants for administrative positions within the district shall be
12. given consideration for any position for which application is made,
13. including an interview with the appropriate personnel. Unsuccessful
14. applicants from within the district shall be notified in writing.

ARTICLE IX: PARTICIPATION PLAN1. A. PARTICIPATION

2. It shall be the right and responsibility of the administrative staff
3. to participate in the development and/or revision of:
4. 1) Board Policy
 5. 2) Administrative Rules and Regulations
 6. 3) Negotiated agreements when these affect the operation of a
7. building, educational program or personnel practices.
 8. 4) Use of Facilities
9. in accordance with rules and regulations to be adopted no later than
10. June 30, 1979.

11. B. DEFINITION OF PARTICIPATION

12. Participation shall mean taking part in a cooperative development of
13. policies through sharing of ideas, considerations, and concerns. Such
14. participation could take place during the fifth Monday of Month Meetings,
15. an appointed special committee, and Administrative Council Meetings.

16. C. NOTIFICATION OF INTENTION TO CHANGE POLICY

17. The Board shall notify the Association of its intention to change
18. policies and/or rules and regulations listed in the Board Policy Manual
19. and other items listed in Part A, at least thirty (30) calendar days
20. prior to action at a public Board meeting. Within ten (10) calendar
21. days of notification, the Association shall notify the Board in writing
22. whether or not it wishes to meet or consult with the Board on this matter.
23. If a meeting is desired by either party, it shall be held at

24. least ten (10) days prior to public action.

25. 2) Emergency

26. In the event that a situation should arise which requires an immedi-
27. ate change in policy or the adoption of a new policy, the notifica-
28. tion dates mentioned above shall be nullified. Either party may then
29. request an emergency meeting to discuss the situation and to develop
30. a policy statement for immediate adoption.

31. D. PROCEDURE FOR ESTABLISHING CALENDAR

32. A committee of five, two members chosen by the South Brunswick School
33. Administrator's Association and three members chosen by the South
34. Brunswick Education Association, will recommend a school calendar
35. for the coming school year. One person from the Central Office Ad-
36. ministration shall meet with the committee as a non-voting consultant.
37. The first meeting will be set by the Superintendent before March 1.
38. By the first Monday of April, the committee will report its recommenda-
39. tions to the Superintendent of Schools for approval. Any change in
40. the recommendations will be discussed with the committee by the Super-
41. intendent before adoption by the Board of Education. The school cal-
42. endar will be adopted no later than the first regular Board meeting
43. in May.

44. E. PROFESSIONAL DEVELOPMENT

45. The Board of Education shall budget annually a sum of money for pro-
46. fessional development. This money shall be used for conventions,
47. professional meetings, workshops and the like. Criteria for use
48. of these funds shall be developed by the Administrative Council
49. working with the Superintendent.

ARTICLE X: RIGHTS OF THE BOARD

1. A. The Board reserves to itself sole jurisdiction and authority
2. over matters of policy and according to provisions of State law,
3. retains the right, subject only to the limitations imposed by the
4. language of this Agreement, in accordance with applicable laws and
5. regulations,
6. (a) to hire, promote, transfer, assign and retain employees in
7. positions within the school district, and for just cause to sus-
8. pend, demote, discharge or take other disciplinary action against
9. employees,
10. (b) to abolish any such positions for reasons of economy or be-
11. cause of reduction in the number of pupils or of change in the ad-
12. ministrative or supervisory organization of the district or for
13. other good cause (18A:29-9),
14. (c) to maintain the efficiency of the school district operations
15. entrusted to them,
16. (d) to determine the means by which such operations are to be con-
17. ducted and,
18. (e) to take whatever actions may be necessary to carry out the mis-
19. sion of the school district in situation of emergency.
20. The rights of the Board shall include, but not be limited to, the pro-
21. visions set forth in this Article.
22. B. It is understood by all parties that under the rulings of the
23. courts of New Jersey and the State Commissioner of Education, the
24. Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XI: INSURANCE

1. The Board of Education shall provide for employee insurance program
2. as follows:

3. A. Blue Cross - Blue Shield - Rider J and Major Medical

4. B. Dental Insurance - Employee coverage only

5. C. Extended Disability; Health or Hardship Leave

6. 1) Total Disability

7. "Total disability" shall mean one which,

8. (a) results from bodily injuries or disease, and (b) wholly prevents
9. the employee from engaging in his regular occupation; or assuming du-
10. ties assigned by his superior taking into consideration the nature
11. and degree of the disability. (c) The employee must be under the
12. care of a physician. The Board may require examinations and statements
13. from doctors of its own choosing as frequently as it is deemed neces-
14. sary.

15. 2) Eligibility

16. (a) Extended total disability benefits shall be payable to all full
17. time employees who are on an annual contractual arrangement with the
18. South Brunswick School System, regardless of the term of service pre-
19. viously performed prior to total disability.

20. (b) Benefits shall not be available to any employee who has been no-
21. tified in writing that his services are to be terminated or his con-
22. tract not renewed, prior to the start of total disability, except as
23. provided in paragraph (d) below.

24. (c) Benefits shall also not be available to any employee who submits
25. his resignation in writing prior to start of his total disability.

26. (d) Benefits to an employee whose services are to be terminated by
27. a specific date, for whatever reason, and whose total disability pre-

28. ceded the notice of termination of such services, shall be paid
29. only to the date of such termination provided employee is total-
30. ly disabled at that time.

31. (e) A recurrence of the same disability within 180 days or dis-
32. continuance of benefits shall be considered a continuation of the
33. original disability.

34. 3) Benefits

35. (a) The amount and duration of such benefits shall be determined
36. by the employee's current salary, length of service, and the num-
37. ber of sick days utilized prior to the commencement of this benefit.

38. (b) The amount of the monthly payments shall be determined in the
39. following manner:

40. 1) The basic monthly salary shall be computed by dividing the an-
41. nual salary by the number of months the employee is required to per-
42. form service, as provided in the annual contract.

43. 2) Benefit payments shall be increased by 1/2 percent above the
44. basic 50% payment for each sick day used after the first thirty cal-
45. endar days of total disability, and prior to the commencement of
46. benefit payments; e.g., an employee uses 40 sick days, after the
47. first 30 calendar day waiting period, to cover his absence under
48. this program. On the basis of 1/2% for each of these days, the
49. percentage factor would be added to the basic 50% or 70%. Employee,
50. in this case, would be entitled to a monthly benefit of 70% of his
51. regular monthly contract salary.

52. (c) Monthly benefit payments shall not exceed 80% of an employee's
53. regular monthly contract salary. (60 or more sick days provided
54. an 80% factor.)

55. (d) The number of months that benefits shall be payable shall be

56. determined by dividing the total number of service as an employee
57. by four. Benefits shall be payable for a portion of a month.
58. (e) In no case shall benefits be payable concurrently with pay-
59. ments received by an employee for retirement or disability under
60. the Social Security Program or any state employees or teachers pen-
61. sion plan.
62. (f) Benefits under this program shall be reduced by the amount of
63. any Workmen's Compensation payable.

64. 4) Exclusions of Benefits

65. (a) Benefits shall not be payable for a disability resulting from:
66. 1. Disease or bodily injury willfully and intentionally self-
67. inflicted.
68. 2. Injury incurred or disease contracted prior to becoming an em-
69. ployee of the South Brunswick School System, unless employed for
70. more than three years in this system.
71. 3. Declared or undeclared war, insurrection, invasion, rebellion,
72. revolution, Civil War, or Civil Riot.
73. (b) Benefits shall not be payable while a salary is being paid through
74. the use of accumulated sick leave.

75. 5) Procedure for Applying for Benefits

76. (a) An application for total disability benefits under this program
77. must be accompanied by a physician's certificate listing the nature of
78. the condition and the probable length of total disability of the em-
79. ployee.
80. (b) An application for total disability shall be submitted only after
81. the maximum sick leave days, determined by the employee, have been used
82. to cover absence resulting from his total disability.

83. (c) An employee need not use all sick leave days toward his ab-
84. sence when applying for benefits under this program, but only those
85. days used shall be considered in computing the percentage factor
86. for monthly benefits, as described under item (b) of Benefits.

87. OFFICIAL LEAVE OF ABSENCE

88. The Board shall provide, at the Administrator's expense, for con-
89. tinuance of health-care insurance and during an official leave of
90. absence on the terms detailed in the master policies and contracts
91. agreed upon by the Board and the Association.

92. RETIREMENT COVERAGE

93. The Board shall provide, at the Administrator's expense, for con-
94. tinuance of health-care insurance after retirement on the terms
95. detailed in the master policies and contracts agreed upon by the
96. Board and the Association.

Sick Leave Used After the
First 30 Calendar Days of
Total Disability:

Percentage Factor to be Applied
in Computing Monthly Payments
Under this Program:

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
21	60.5
22	61.0
23	61.5
24	62.0
25	62.5
26	63.0

Sick Leave Used After the
First 30 Calendar Days of
Total Disability:

Percentage Factor to be Applied
in Computing Monthly Payments
Under this Program:

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
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

ARTICLE XII: LEGALITY OF AGREEMENT

1. This agreement shall be binding upon the Board and the Association
2. to the extent permitted under the laws of the State of New Jersey
3. and the United States.

ARTICLE XIII: DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1979 and shall
2. continue in effect until June 30, 1982 subject to the Association's
3. right to negotiate over a successor agreement as provided in the
4. Negotiations Procedure of Article V, with the understanding that
5. the dates mentioned there refer to the year immediately preceding
6. the expiration of this contract. It is understood that such suc-
7. cessor rights depend upon the continued certification of the
8. Association as the exclusive bargaining agent for the South Bruns-
9. wick School District unit set forth in Article I, such continued
10. certification being subject to the procedures established by the
11. Public Employment Relations Commission of the State of New Jersey.
12. This Agreement shall not be extended orally and it is expressly
13. understood that it shall expire on the date indicated.
14. In witness whereof the parties hereto have caused this Agreement
15. to be signed by their respective Presidents, attested by their
16. respective secretaries.

FOR THE ASSOCIATION

FOR THE BOARD

John Long
 President
 8/28/80

Robert Vilkomerson
 President

Edward J. Kahan
 Secretary

Frank J. Newman
 Secretary

August 28, 1980
 Date