

4-3015  
12-21

A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

COUNTY OF MIDDLESEX, NEW JERSEY

and

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH BRUNSWICK

APR 14 1985  
MIDDLESEX COUNTY CLERK

PREAMBLE

1. This document constitutes an agreement entered into by
2. the Board of Education of the Township of South Brunswick,
3. New Jersey, to be called the "Board" from this point forth,
4. and the School Maintenance Association of South Brunswick
5. Township, New Jersey to be called the "Association" from
6. this point forth, on the 1st day of November, 1971.

ARTICLE I

Recognition

1. A. The Board recognizes that all employees of the South
2. Brunswick Schools have the right to contribute to, affiliate
3. with or create employee associations for the purpose of
4. participating with the Board in negotiations in keeping
5. with Chapter 303, Public Laws of 1968 and within the
6. framework described by said laws.
7. B. The School Maintenance Association of South Brunswick has
8. proven to the Board that they have obtained majority status.
9. The Board, therefore, recognizes this Association to be the
10. one and only representative for negotiating terms and
11. conditions of employment for all school custodians, matrons,
12. bus drivers, and buildings and grounds maintenance personnel
13. under direct contract to the Board.
14. C. The term "custodian", unless otherwise stated, shall
15. henceforth mean all employees in the negotiating unit defined
16. in paragraph B above but shall not be confused with the
17. sub-classification "School Custodian" which will be used when
18. making reference to those charged with the care and maintenance
19. of a specific school plant.

ARTICLE II

Principles

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

ARTICLE III

Association Rights

1. A. The Board agrees to furnish the Association, in response to
2. reasonable request from time to time, available information
3. in the public domain.
4. B. Grievance conferences, proceedings and negotiations shall
5. normally be scheduled at times other than regular work hours.
6. However, when the Board or its representatives required or
7. agrees to the attendance of any member of the unit to
8. participate in any such activity during regular working hours
9. he shall suffer no loss in pay for such time spent.
10. C. The association and its representatives may be permitted to
11. use school buildings at reasonable hours for meetings, upon
12. prior notice and approval by the Building principal.
13. D. The Association may be permitted the use of school facilities
14. and office equipment, upon prior notice and approval by the
15. building principal, at reasonable times when such equipment
16. is not otherwise in use. The Association shall pay for the
17. cost of all materials and supplies incident to such use and
18. for any repairs necessitated as a result thereof.
19. E. The Association shall have in each building work location
20. adequate bulletin board space for the posting of Association
21. notices. All such notices shall bear the signature of an
22. Association official, and only an authorized representative

23. of the Association shall be employed to post these materials  
24. on the board. Copies of all such notices and material shall  
25. be given to the Business Manager prior to posting. Bulletin  
26. boards shall not be used for the posting of derogatory or  
27. controversial material.

28. F. The Association shall be permitted the reasonable use of the  
29. inter-school mail facilities and school mail boxes.

30. G. In the event there is no Association representative in any  
31. work location, an authorized representative from another work  
32. location may be designated the authorized representative of  
33. the Association by a letter of authorization signed by the  
34. President of the Association, to carry out all duties and  
35. responsibilities of Association representatives as set forth  
36. in this Agreement, except that such representative shall not  
37. be entitled to leave the premises of the work location in  
38. which he works during his working hours, nor interfere with  
39. the work being performed by other employees.

40. H. The rights and privileges of the Association and its  
41. representatives as set forth in this Agreement shall be  
42. granted only to the Association as the exclusive representative  
43. of the employees, and to no other organization.

## ARTICLE IV

### Negotiation Procedure

1. A. The committee: Representatives of the Board and representatives
2. of the Association shall form a committee for the express
3. purpose of conducting negotiations.
4. B. Representatives: Neither the Board nor the Association shall
5. control or attempt to control the procedures governing the
6. selection of the other group's representatives. Each group
7. shall be empowered to propose, counterpropose and either
8. accept or reject proposals being considered.
9. C. Meetings: Meetings shall be regularly scheduled until
10. negotiations are considered completed by the representatives
11. of the Board and the Association. Should either group feel
12. the need to meet with the other group at times not regularly
13. scheduled the group initiating the request will submit to the
14. other group a written statement detailing the reasons for the
15. meeting. This special meeting will take place ten (10)
16. calendar days after receipt of the written request.
17. D. Scope of Negotiations: The Board and the Association both
18. agree to negotiate terms and conditions of employment as well
19. as grievance procedures as described in Chapter 303, Public
20. Laws 1968.
21. E. Consultants: The Board and the Association each reserve the
22. right to bring consultants to the collective negotiations
23. sessions. Should both groups agree to engage in joint contract

24. to bring consultants or clerical assistants to the negotiating  
25. sessions, costs between the Board and the Association will  
26. be shared equally. The time and degree of participation of  
27. these consultants and clerks shall be determined by mutual  
28. agreement between the Board and the Association.

29. F. Sharing of Information: The Association shall have access  
30. to information relating to the school district's financial  
31. resources upon request.

32. G. Agreements: Agreements between the Board and the Association  
33. shall be put in written form and signed by the presidents of  
34. both the Board and the Association. These agreements shall  
35. be held binding upon both groups to the extent allowed under  
36. the laws of the State of New Jersey and the United States.

37. H. Impasse in Negotiations: In the event that either party feels  
38. that an impasse has been reached in negotiations, they may  
39. utilize the procedures available under Chapter 303 to avail  
40. themselves of mediation and fact-finding. In the event  
41. participating Association representatives are required to  
42. attend mediation or fact-finding sessions during regular  
43. working hours, they shall do so with no loss of pay. The  
44. Association agrees that a maximum of two representatives  
45. would be required for such sessions.



## ARTICLE V

### Grievance

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

24. E. Procedure:

25. 1. Conditions

26. a. Failure at any step of this procedure to communicate  
27. the decision on a grievance within the specified  
28. time limit shall permit the aggrieved employee to  
29. proceed to the next step. Failure at any step of  
30. this procedure to appeal a grievance to the next  
31. step within the specified time limits shall  
32. constitute acceptance of the decision rendered at  
33. that step. The time limits specified may be extended  
34. or reduced by mutual agreement of the parties  
35. involved at any level of the procedure.

36. b. During and notwithstanding the pendency of any  
37. grievance, employees shall continue to observe all  
38. assignments and applicable rules and regulations of  
39. the Board until such grievance and any effect thereof  
40. shall have been fully determined.

41. c. All meeting and hearings under this procedure shall  
42. be conducted in private and shall include only the  
43. parties in interest and their designated or selected  
44. representatives.

45. 2. Level One

46. a. An employee with a grievance shall first discuss it  
47. with his immediate supervisor within 30 calendar  
48. days of its occurrence. The employee shall state at

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

51. b. If as a result of the discussion, the matter is not  
52. resolved to the satisfaction of the employee within  
53. five (5) working days, he shall set forth his  
54. grievance in writing to his immediate supervisor  
55. specifying:

56. i. the nature of the grievance,
57. ii. the nature and extent of injury, loss or  
58. inconvenience,
59. iii. the results of previous discussions and
60. iv. his dissatisfaction with the decision previously  
61. rendered.

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

65. 3. Level Two

66. No later than five (5) days after receipt of the  
67. supervisor's decision, the employee may appeal the  
68. supervisor's decision to the Business Manager. The  
69. appeal to the Business Manager must be in writing and  
70. must state the grievance submitted to the supervisor as  
71. specified above and the employee's dissatisfaction with  
72. the supervisor's decision. The Business Manager shall  
73. attempt to resolve the matter as quickly as possible, but

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

75. The Business Manager shall communicate his decision in

76. writing to the employee and the supervisor.

77. 4. Level Three

78. If the grievance is not resolved to the employee's

79. satisfaction, he may request a review by the Board of

80. Education. This request must be submitted no later than

81. five (5) working days after receipt of the Business

82. Manager's decision. The request shall be submitted in

83. writing through the Business Manager who shall forward

84. it along with all related papers to the Board of

85. Education. The Board shall review the grievance and shall

86. at the option of the Board, hold a hearing with the

87. employee, and shall render a decision in writing within

88. thirty (30) calendar days of receipt of the grievance by

89. the Board.

90. 5. Arbitration

91. a. If the decision of the Board does not resolve the

92. grievance to the satisfaction of the employee and

93. the employee wishes review by a third party, he shall

94. so notify the Board through the Business Manager

95. within ten (10) working days of receipt of the Board's

96. decision, except in the case of grievance involving

97. any of the following points:

98. i. Any matter for which a method of review is

99. prescribed by law or any rule of regulation of  
100. the State Commissioner of Education or any  
101. matter which according to law is either  
102. (a) beyond the scope of Board authority or  
103. (b) limited to action by the Board alone.

104. ii. A complaint of a non-tenure employee which  
105. arises by reason of his not being re-employed.

106. iii. A complaint of an employee in a non-tenure  
107. position which is made solely by reason of his  
108. not being employed, re-employed, retained, or  
109. continued in his position.

110. b. The following will be used to secure the services  
111. of an arbitrator:

112. i. A joint request will be made to the American  
113. Arbitration Association to submit a roster of  
114. persons qualified to function as an arbitrator  
115. in the dispute in question.

116. ii. If the parties are unable to determine, within  
117. ten (10) working days of the initial request  
118. for arbitration, a mutually satisfactory  
119. arbitrator from the submitted list, the  
120. American Arbitration Association may be  
121. requested by either party to designate an  
122. arbitrator.

123. c. The arbitrator shall limit himself to the issues  
124. submitted to him and shall consider nothing else.

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

133. c. The parties involved in the arbitration shall be  
134. responsible for all costs incurred by each and only  
135. the fee and expenses, if any, of the arbitrator shall  
136. be shared by each party paying one-half.

ARTICLE VI

Job Security and Seniority

1. A. The Board will act with respect to promotions, transfers and
2. assignments and layoffs as follows: The Board will give
3. primary consideration to the best interest of the school
4. district including as its primary consideration qualifications
5. to perform the work and then seniority.
6. B. Notices of all vacancies shall be posted in each school by
7. the Business Manager. The notice shall be posted for five
8. (5) working days and employees interested must submit a
9. written application to the Business Manager within the afore-
10. mentioned five (5) working days posting period to be
11. considered for the vacancy. The notice shall state the title
12. of the job and its location.
13. Employees who have acquired experience, skill and ability,
14. physical or otherwise, to do the work required in the job,
15. without training, shall be given consideration before an
16. applicant outside the school system. All such applicants
17. shall be considered and will be given a reply to their
18. application. The Business Manager shall determine the
19. qualifications and abilities of the employees who apply; and
20. in the event that two applicants are of equal experience and
21. ability, the applicant with the greater seniority shall be
22. awarded the job.

23. The decision of the Business Manager in determining promotions,  
24. transfers and assignments for the filling of vacancies and new  
25. positions, shall be final and not subject to the grievance  
26. procedure.

27. C. A custodian shall acquire tenure status on July 1, 1971, and  
28. each July 1st thereafter under the following conditions:

29. 1. He has devoted his full time to the duties of his position  
30. and has served therein for three consecutive calendar years  
31. from the date of his employment.

32. 2. He shall have been recommended for tenure by the  
33. Superintendent of Schools on the basis of satisfactory  
34. performance.

35. A custodian shall hold his position under tenure during good  
36. behavior and efficiency in the performance of his duties.

37. The Board shall retain the right to withhold the granting of  
38. tenure to any custodian who does not meet both conditions  
39. listed above in sections 1 and 2. Where doubt exists about  
40. the custodian's ability to properly perform in his position,  
41. the Board may request the custodian's resignation, or may  
42. continue his employment on a probationary basis for one full  
43. school year under a term contract.

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

46. 1. The least senior employee in the classification affected  
47. shall be laid off. In this event this employee being  
48. laid off had previously worked in the same or lower



49. classification, he may displace a less seniored employee  
50. in such classification and that employee shall be laid  
51. off, subject to the senior employee's ability to perform  
52. the work.

53. 2. In the event that within eighteen months from the date  
54. of his layoff a vacancy occurs in a classification which  
55. he previously held, a laid-off employee shall be  
56. entitled to recall thereto in the order of his seniority  
57. if he had notified the Business Manager, in writing,  
58. within sixty to ninety days from his date of layoff that  
59. he desires to be placed on the recall list.

60. 3. Notice of recall to work shall be addressed to the  
61. employee's last address appearing on the records of the  
62. school district, by certified mail, return receipt  
63. requested. Within three (3) days receipt of such notice  
64. of recall, the employee shall notify the Business Manager,  
65. in writing, whether or not he desires to return to the  
66. work involved in the recall. If he fails to reply or if  
67. he indicates that he does not desire to return to such  
68. work, he shall forfeit all of his seniority and all  
69. rights to recall. If he indicates that he desires to  
70. return to the work involved in the recall notice, then  
71. he shall report for such work within two (2) days from  
72. the date he receives the recall notice or within such  
73. period of time as is set forth in a written extension of

74. time signed by the Business Manager or his designee. In  
75. the event he shall fail to so report to work, he shall  
76. forfeit all of his seniority and all rights to recall.
77. E. An employee who has accepted an assignment in a classification  
78. lower than the classification he held prior to a reduction in  
79. force, shall be entitled to be assigned, in the order of  
80. seniority, to the first vacancies which become available in  
81. their former classification.
82. F. Two weeks notice of lay-off shall be given to any employee.

ARTICLE VII

Payment of Salaries and Hours of Work

1. A. The day shift shall consist of  $8\frac{1}{2}$  hours including  $\frac{1}{2}$  hour for
2. lunch. The night shift shall consist of 8 hours including  $\frac{1}{2}$
3. hour for dinner. The basic work week is 40 hours for day
4. shift personnel and  $37\frac{1}{2}$  hours for night shift personnel.
5. B. Overtime performed on weekdays, Saturdays and Sundays shall
6. be paid at the rate of  $1\frac{1}{2}$  times the custodian's hourly rate,
7. except as noted below.
8. The hourly rate shall be determined by dividing the annual
9. salary rate by 2080 hours for day custodians and 1950 hours
10. for night custodians.
11. Double time shall be paid for work performed on Sundays and
12. holidays when the Board of Education requires work on those
13. days. Time and a half shall be paid for Saturday boiler
14. checks in a building, but not to exceed one and a half hours.
15. Upon approval by the Business Manager, compensatory time may
16. be taken in straight time in place of payment for overtime,
17. C. Assignment of additional custodians, matrons or other
18. personnel after normal school hours for approved functions
19. will be made by the Business Manager and such assignment shall
20. not be in lieu of regularly assigned employees at the
21. particular school. Extra custodians, matrons, or other
22. personnel will be assigned for such purposes at the discretion
23. of the Business Manager.

24. D. All newly hired custodians may be required to obtain, within  
25. one year, a black-seal fireman's license. The Board shall pay  
26. all costs and expenses to secure said license. The Board  
27. also agrees to pay all yearly renewals for said license while  
28. the employee is employed by the Board.
29. E. Pay checks will be issued on the 15th and 30th of each month.  
30. If such a day falls on a weekend, school holiday or vacation  
31. period, the checks shall be issued on the last previous work  
32. day. All checks will be issued to the employees without delay.

ARTICLE VIII

Insurance Protection

1. A. The present insurance benefits now in effect shall continue
2. for the 1971-1972 contract year.
3. B. The Board shall provide to each employee a description of the
4. health care insurance coverage under this Article.

ARTICLE IX

Leaves of Absence

1. A. Sick Leave

2. 1. Employees shall earn ten days of sick leave for twelve  
3. months of service, at the rate of 5/6 of a day for each  
4. month in which at least ten days of service have been  
5. performed. Each day of absence covered by sick leave  
6. shall constitute service performed.
7. 2. Employees shall be entitled to apply unearned sick leave  
8. against absence up to ten days in any year.
9. 3. New employees who do not have a full twelve months of  
10. service in this system by July 1st shall be entitled to  
11. apply unearned sick leave against absence as per the  
12. following schedule:

13.	Starting Employment In	Unearned Sick Leave Days To Be
14.		<u>Applied Against Absence</u>
15.	August.....	9 days
16.	September.....	8 days
17.	October.....	8 days
18.	November.....	7 days
19.	December.....	6 days
20.	January.....	5 days
21.	February.....	4 days
22.	March.....	3 days
23.	April, May, and June.....	0 days

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

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

28. 1. Total Disability shall mean one which

29. a. results from bodily injuries or disease, and

30. b. wholly prevents the employee from engaging in his  
31. occupation, or assuming duties assigned by his  
32. supervisor, taking into consideration the nature  
33. and degree of the disability.

34. c. The employee must be under the care of a physician.

35. The Board may require examinations and statements  
36. from doctors of its own choosing as frequently as  
37. it is deemed necessary.

38. 2. Eligibility

39. a. Extended total disability benefits shall be payable  
40. to all full time employees who are on an annual  
41. contractual arrangement with the South Brunswick  
42. School System, regardless of the term of service  
43. previously performed prior to total disability.

44. b. Benefits shall not be available to any employee who  
45. has been notified in writing that his services are  
46. to be terminated or his contract not renewed, prior  
47. to the start of total disability, except as provided  
48. in paragraph d below.

49. c. Benefits shall also not be available to any employee  
50. who submits his resignation in writing prior to  
51. start of his total disability.
52. d. Benefits to an employee whose services are to be  
53. terminated by a specific date, for whatever reason,  
54. and whose total disability preceded the notice of  
55. termination of such services, shall be paid only to  
56. the date of such termination provided employee is  
57. totally disabled at that time.
58. e. A recurrence of the same disability within 180 days  
59. of discontinuance of benefits shall be considered  
60. a continuation of the original disability.

61. 3. Benefits

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



74. under this program during the months of July  
75. and August.

76. iii. Benefit payments shall be increased by  $\frac{1}{2}\%$  above  
77. the basic 50% payment for each sick day used  
78. after the first thirty calendar days of total  
79. disability and prior to the commencement of  
80. benefit payments; e.g., an employee uses 40 sick  
81. days, after the first 30 calendar day waiting  
82. period, to cover his absence under this program.  
83. On the basis of  $\frac{1}{2}\%$  for each of these days, the  
84. percentage factor would be added to the basic  
85. 50%, or 70%. The employee, in this case, would  
86. be entitled to a monthly benefit of 70% of his  
87. regular monthly contract salary.

88. c. Monthly benefit payments shall not exceed 80% of an  
89. employee's regular contract salary. (60 or more  
90. sick days provides an 80% factor.)

91. d. The number of months that benefits shall be payable  
92. shall be determined by dividing the total number of  
93. months of service by four. Benefits also shall be  
94. payable for a portion of a month.

95. e. In no case shall benefits be payable concurrently  
96. with payments received by an employee for retirement  
97. or disability under the Social Security Program or  
98. any state employees or teachers pension plan.

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

101. Sick Leave Used After the Percentage Factor to be Applied in  
102. First 30 Calendar Days of Computing Monthly Payments Under  
103. Total Disability This Benefit 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

103.

Total Disability

This Benefit Program

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

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

104. 4. **Exclusion of Benefits**
105. a. Benefits shall not be payable for a disability
106. resulting from:
107. i. a pregnancy.
108. ii. disease or bodily injury willfully and
109. intentionally self-inflicted.
110. iii. injury incurred or disease contracted prior
111. to becoming an employee of the South Brunswick
112. School System, unless employed for more than
113. three years in the system.
114. iv. declared or undeclared war, insurrection,

115. . invasion, rebellion, civil war, or civil riot.
116. b. Benefits shall not be payable while a salary is
117. being paid through the use of accumulated sick leave.
118. 5. Procedure for Applying for Benefits
119. a. An application for total disability benefits under
120. this program must be accompanied by a physician's
121. certificate listing the nature of the condition and
122. the probable length of total disability of the
123. employee.
124. b. An application for total disability shall be
125. submitted only after the maximum sick leave days,
126. determined by the employee, have been used to cover
127. the absence resulting from his total disability.
128. c. An employee need not use all sick leave days toward
129. his absence when applying for benefits under this
130. program, but only those days used shall be considered
131. in computing the percentage factor for monthly
132. benefits, as described under Item 3-b.
133. C. Maternity Leave
134. 1. A leave of absence without pay may be granted for
135. maternity reasons to all tenure employees upon the
136. recommendation of the Superintendent.
137. 2. Written application shall be made at least six
138. months before the expected confinement date. It
139. shall be determined on an individual basis as to

140. when the employee shall discontinue her school duties.  
141. The maternity leave may extend until the beginning of  
142. the school year following the expiration of a period of  
143. six months after the termination of the pregnancy.  
144. 3. Before returning to her position, the employee shall  
145. submit satisfactory evidence that she is in fit physical  
146. condition to perform the duties of her school position.  
147. 4. In the event of the death of the child within the period  
148. of the maternity leave, the length of leave may be  
149. relaxed so long as the employee submits satisfactory  
150. evidence of fit physical condition.  
151. 5. A married employee not on tenure who becomes an expectant  
152. mother shall give written notice of the fact at least  
153. six months before the confinement date. The date of her  
154. resignation and termination of her services shall be  
155. determined on an individual basis. Should she wish to  
156. return to the staff at a later date, careful consideration  
157. shall be given her application. If the date of termination  
158. should fall on or after April 1 of the third year of the  
159. probation period and she is recommended for tenure, the  
160. date of her possible return shall be determined by the  
161. same policy as governs the return of employees on tenure.  
162. D. Military Leave: A leave of absence without pay shall be  
163. employees for military service in accordance with N.J.S.A.  
164. 18A:6-33.

165. E. Personal Leave: Employees shall be entitled to two full days  
166. or four half days personal leave per year with pay. Personal  
167. leave shall not be cumulative, and must be applied for at the  
168. earliest possible date.
169. F. No salary deduction shall be made for absence when subpoenaed  
170. to be a witness in court.
171. G. Those regular employees called for jury duty shall be paid at  
172. their regular rate less compensated fees for jury duty.
173. H. Death in Family: A leave of up to three days with pay shall  
174. be granted employees for death in the immediate family.  
175. Immediate family shall constitute parent, parent-in-law, sister,  
176. sister-in-law, brother, brother-in-law, husband, wife, child  
177. or relative living in the immediate household.
178. I. Whenever any employee, entitled to sick leave under this  
179. section or under N.J.S.A. 16A:30-1 or 16A:30-2, is absent  
180. from his post of duty as a result of a personal injury caused  
181. by an accident arising out of and in the course of his employment,  
182. the Board shall pay to such employee the full salary or wages  
183. for the period of such absence for up to one calendar year  
184. without having such absence charged to the annual sick leave  
185. or the accumulated sick leave. Salary or wage payments shall  
186. be made for absence during the waiting period and during the  
187. period the employee received or was eligible to receive a  
188. temporary disability benefit under Chapter 15 of Title 34, of  
189. the Revised Statutes. Any payment of salary or wages paid or

190. payable to the employee pursuant to this section shall be  
191. reduced by the amount of any workmen's compensation award  
192. made for temporary disability.
193. J. All leaves of absence must be applied for in writing.
194. K. Non-certified employees may not leave the schools in which  
195. they work during their assigned working day without permission.



ARTICLE X

Paid Vacations

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

3.	Continuous Service Performed	<u>Entitled to Paid Vacation Days</u>
4.	<u>Prior to July 1st</u>	
5.	3 months or less	none
6.	4 months	3
7.	5 months	4
8.	6 months	5
9.	7 months	6
10.	8 months	7
11.	9 months	7
12.	10 months	8
13.	11 months	9
14.	1 year, but less than 5 years	10
15.	5 years	12
16.	6 years	14
17.	7 years	15
18.	8 years	16
19.	9 years	17

20. B. A custodian with less than twelve months of service resigning  
21. from his position before July 1st shall not be entitled to  
22. any paid vacation.

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

ARTICLE XI

Retirement

1. A. Each custodian who shall have reached 70 years of age shall
2. be required to retire at the end of the school year in which
3. he shall have attained his 70th birthday.
4. B. All employees who are full time personnel, excluding term
5. contract employees, have the advantages of the state law
6. providing for retirement incomes for the employees of the
7. school districts of New Jersey and of the federal social
8. security benefits. All veterans receive the Public Employees
9. Retirement benefits as provided by federal law.

ARTICLE XII

Holidays

1. A. Employees shall be entitled to paid holidays during the school
2. year as listed herein:
3. Independence Day 1 day
4. Labor Day 1 day
5. N.J.E.A. Convention-Friday 1 day
6. Thanksgiving Day 1 day
7. Friday following Thanksgiving 1 day
8. December 24th 1 day
9. Christmas Day 1 day
10. December 31st ½ day
11. New Year's Day 1 day
12. Lincoln's Birthday 1 day (if school is closed)
13. Washington's Birthday 1 day (if school is closed)
14. Good Friday 1 day
15. Easter Monday 1 day
16. Memorial Day 1 day
17. Total 13½ days
18. B. If a holiday falls during an employee's vacation period, the
19. employee shall receive an additional day off with pay.

ARTICLE XIII

Salary

1. A. Salaries during the term of this Agreement shall be paid
2. according to the following schedule:
3. Head Cust. Buildings & Custodian- Custodian Matron
4. High School Grounds Main- Fireman's No
5. Step & Crossroads tenance Man License License \_\_\_\_\_
6. 1 \$6690 \$6105 \$5865 \$5645 \$4970
7. 2 7005 6360 6095 5850 5175
8. 3 7325 6685 6420 6175 5440
9. 4 7655 7015 6750 6505 5700
10. 5 7980 7330 7075 6830 5955
11. 6 8300 7650 7400 7155 6215
12. 7 8630 7980 7715 7480 6480
13. 8 8955 8305 8040 7805 6740
14. 9 9280 8630 8365 8130 6990
15. E. The Moving Custodian shall receive an additional \$150 per annum.
16. C. The High Custodian-Foreman at the High School and at Crossroads
17. shall receive an additional \$300 per annum
18. D. One step credit will be allowed, up to the fourth step on the
19. guide, for each year of prior outside related experience.
20. This provision applies to all of the above listed guides.
21. E. All new personnel must be employed at least five (5) months
22. prior to July 1st in order to be eligible for an annual
23. increment the following year.
24. F. Unless specified, all positions are on a 12 month basis.

ARTICLE XIV

Joint Committee

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

ARTICLE XV

Deductions From Salary

1. A. The Board agrees to deduct from the salaries of its employees
2. dues for Associations as said employee individually and
3. voluntarily authorize the Board to deduct in compliance with
4. Chapter 510, Public Laws of 1967 (H.J.S.A. 52:14-15.9c) and
5. under rules established by the State Department of Education.
6. Said monies together with records of any corrections shall be
7. transmitted to the Treasurer of the School Maintenance Association
8. of South Brunswick by the 15th of each month following the
9. monthly pay period in which deductions are made. The Association
10. Treasurer shall disburse such monies to the appropriate
11. association or associations.
12. B. Each of the associations named above shall certify to the
13. Board, in writing, the current rate of its membership dues.
14. Any association which shall change the rate of its membership
15. dues shall give the Board written notice prior to the
16. effective date of such change.

ARTICLE XVI

Miscellaneous

1. A. The Board and the Association agree that there shall be no
2. discrimination, and that all practices, procedures, and
3. policies of the school system shall clearly exemplify that
4. there is no discrimination in the hiring, training, assignment,
5. promotion, transfer, or discipline of employees or in the
6. application or administration of this Agreement on the basis
7. of race, creed, color, religion, national origin, sex,
8. domicile, or marital status.
9. B. If any provisions of this Agreement or any application of
10. this Agreement to any employee or group of employees is held
11. to be contrary to law, then such provisions or applications
12. shall not be deemed valid and subsisting, except to the extent
13. permitted by law, but all other provisions or applications
14. shall continue in full force and effect.
15. C. Any individual contract between the Board and an individual
16. employee, heretofore or hereafter executed, shall be subject
17. to and consistent with the terms and conditions of this
18. Agreement. If an individual contract contains any language
19. inconsistent with this Agreement, this Agreement, during its
20. duration, shall be controlling.
21. D. Whenever any notice is required to be given by either of the
22. parties to this Agreement to the other, pursuant to the
23. provisions of this Agreement, either party shall do so by



24. telegram or registered letter at the following addresses:

25. 1. If by the Association to the Board at West New Road,

26. Monmouth Junction, New Jersey 08852.

27. 2. If by the Board, to the Association at the residence of

28. the Secretary of the Association.

29. The Association shall file with the Board a letter designating

30. the Secretary of the Association during the term of this

31. Agreement.

ARTICLE XVII

Effect and Duration

1. A. This Agreement constitutes Board policy for the term of said
2. Agreement, and the Board shall carry out the commitments
3. contained herein and give them full force and effect as Board
4. policy.
5. B. Within sixty (60) days after this Agreement is adopted, copies
6. shall be printed and distributed, at Board expense, to all
7. persons included within the scope of said Agreement.
8. C. This Agreement shall be effective as of July 1, 1971, and
9. shall continue in effect until June 30, 1972.
10. D. Should a change in this Agreement be mutually agreed upon,
11. it shall be reduced to writing and signed by the Presidents
12. of the respective parties, and adopted by the Board.

SCHOOL MAINTENANCE ASSOCIATION OF SOUTH BRUNSWICK

By: \_\_\_\_\_  
President

SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

By: \_\_\_\_\_  
President