

A G R E E M E N T

between the

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

and the

PISCATAWAY TOWNSHIP ASSOCIATION OF
SCHOOL CUSTODIANS AND MAINTENANCE PERSONNEL

JULY 1, 1979 ---- JUNE 30, 1982



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ARTICLE I

Preamble

- A. The agreement entered into this December 11, 1980 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, head custodians, maintenance personnel,
 - bus drivers, mechanical specialist, maintenance specialist,
 - grounds personnel, construction specialists, grounds specialists, 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

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 regulation 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. The Board recognizes the right of any employee who has a grievance the right to carry an appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution and in P.L. 1041 c. 100 as amended and supplemented by c. 303, Laws of 1968 NJSA 34:13A-1 et. seq. as to presenting and processing a grievance.
- B. Definition
 1. A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been to the employee a violation, misinterpretation or inequitable application of any of the provisions of the Agreement.
 2. Employees in the bargaining unit shall have the right to grieve administrative decisions, not arising out of the agreement, which are inequitable as to them. Notwithstanding anything in this article to the contrary the right to appeal such administrative decisions shall terminate at Board of Education level.
 3. 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.
- C. Adjustment of Grievance
 1. The employee(s) or association shall present the grievance, either orally or in writing to his/her immediate supervisor within twenty (20) calendar 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 ten (10) calendar days after the grievance is received.)

2. All notices of appeals must be made in writing within ten (10) working days of receipt of the written decision including the day of the decision to the next highest authority, otherwise the appeal shall be deemed abandoned.
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. 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 ten (10) calendar 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. 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 the ten (10) calendar days of the Superintendent's or designee's decision and notify the Superintendent or designee of its action. The Secretary shall promptly notify the Board and, within fifteen (15) calendar days, the Board shall meet and shall render a decision within ten (10) calendar days after meeting. The employee(s) and representatives shall be present.
6. a. If the association is dissatisfied with the determination of the Board of Education, it may initiate binding arbitration within ten (10) calendar 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.
b. Selection of arbitrator -- The Board and the Association shall attempt to agree on an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within ten (10) calendar days from the time that the request for arbitration is received, then the parties shall jointly request the American Arbitration Association to submit a list of five (5) names of qualified arbitrators. Upon receipt of the list, the Association shall strike two (2) names, the Board two (2) names and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.

c. 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 or not 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.

d. 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 ten (10) working 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.

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 given 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 consecutive years. Such an employee shall be under tenure as provided in NJSA 18A:17-3 et. seq.
- I. An employee who has accepted an assignment in a classification lower than the classification held prior to a reduction in force, shall be entitled to be assigned, in the order of seniority, to the first vacancies which become available in their former classification, providing health and physical condition permit.

- J. When a vacancy occurs, a laid-off employee shall be entitled to recall thereto in order of seniority.
- K. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Superintendent, in writing, whether or not the employee desires to return to work involved in the recall. If the employee fails to reply or indicates no desire to return to such work, shall forfeit all seniority and all rights to recall. If the employee indicates a desire to return to the work involved in the recall notice, then he/she shall report for such work within twenty (20) days from the date of receipt of the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent or designee. In the event the employee shall fail to so report to work, he/she shall forfeit all seniority and all rights to recall.
- L. Twenty (20) days notice of lay-off shall be given to any employee.

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¢ per hour. 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 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 hereto 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.

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.

- 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.

ARTICLE XI

Health Insurance

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 July 1, 1979 and as specified in the progressive dental plan.

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. Effective July 1, 1980, 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 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 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 due 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 any one 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 ten dollars (\$10.00) 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 N.J.S.A. 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. 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.
- 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 reason.
- 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 precede 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 an 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 time and one-half 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 annexed hereto.
- B. During the contract year, in the 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 the 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, Suttons Lane, 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 term of this agreement.

ARTICLE XXII

Duration of Agreement

- A. This agreement shall be effective from the date hereof and shall continue in effect until June 30, 1982 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 11th day of Dec, 1980.

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

By [Signature]
President

Attest [Signature]
Secretary

Board of Education Township
of Piscataway

By [Signature]
President

Attest [Signature]
Secretary

SCHEDULE A

Maintenance and Custodial Job Rates
Effective July 1, 1979 through June 30, 1980

| | <u>Without License</u> | <u>With License</u> |
|-------------------------------|----------------------------|-------------------------|
| Specialists | | |
| Construction | \$14,666 | \$14,966 |
| Maintenance | 14,666 | 14,966 |
| Mechanical | 14,666 | 14,966 |
| Heating & Ventilation | 14,666 | 14,966 |
| Grounds | 14,666 | 14,966 |
| | | |
| Maintenance Crew | 13,489 | 13,789 |
| Maintenance Helper | 12,087 | 12,387 |
| Grounds Crew | 12,558 | 12,858 |
| Head Custodian | - - - | 13,146 |
| Assistant Head Custodian | 12,266 | 12,566 |
| Custodian & Food Truck Driver | 11,616 | 11,916 |
| Bus Driver | 12,087 | 12,387 |

Longevity Increments

Employed seven (7) years by 12/31/79 - \$225
Employed ten (10) years by 12/31/79 - 575

Probationary Rate

\$300 less than job rate listed above

SCHEDULE B

Maintenance and Custodial Job Rates
Effective July 1, 1980 through June 30, 1981

| | <u>Without License</u> | <u>With License</u> |
|-------------------------------|----------------------------|-------------------------|
| Specialists | | |
| Construction | \$15,616 | \$15,916 |
| Maintenance | 15,616 | 15,916 |
| Mechanical | 15,616 | 15,916 |
| Heating & Ventilation | 15,616 | 15,916 |
| Grounds | 15,616 | 15,916 |
| | | |
| Maintenance Crew | 14,439 | 14,739 |
| Maintenance Helper | 13,037 | 13,337 |
| Grounds Crew | 13,508 | 13,808 |
| Head Custodian | - - - | 14,096 |
| Assistant Head Custodian | 13,216 | 13,516 |
| Custodian & Food Truck Driver | 12,566 | 12,866 |
| Bus Driver | 13,037 | 13,337 |

Longevity Increments

Employed seven (7) years by 12/31/80 - \$225
Employed ten (10) years by 12/31/80 - 575

Probationary Rate

\$300 less than job rate listed above

SCHEDULE C

Maintenance and Custodial Job Rates
Effective July 1, 1981 through June 30, 1982

| | <u>Without License</u> | <u>With License</u> |
|-------------------------------|----------------------------|-------------------------|
| Specialists | | |
| Construction | \$16,466 | \$16,766 |
| Maintenance | 16,466 | 16,766 |
| Mechanical | 16,466 | 16,766 |
| Heating & Ventilation | 16,466 | 16,766 |
| Grounds | 16,466 | 16,766 |
| | | |
| Maintenance Crew | 15,289 | 15,589 |
| Maintenance Helper | 13,887 | 14,187 |
| Grounds Crew | 14,358 | 14,658 |
| Head Custodian | - - - | 14,946 |
| Assistant Head Custodian | 14,066 | 14,366 |
| Custodian & Food Truck Driver | 13,416 | 13,716 |
| Bus Driver | 13,887 | 14,187 |

Longevity Increments

Employed seven (7) years by 12/31/81 - \$225
Employed ten (10) years by 12/31/81 - 575

Probationary Rate

\$300 less than job rate listed above

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
 $\frac{1}{2}$ hour unpaid lunch period.
- Third Shift: 6:00 PM -- 2:30 AM or
as the Superintendent or designee determines
 $\frac{1}{2}$ 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 Superintendent or
designee determines with a $\frac{1}{2}$ hour unpaid lunch
period.

SCHEDULE E

ADMINISTRATIVE GUIDELINES FOR TRANSFER AND PROMOTION

1. The parties hereby expressly understand that this Schedule E 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 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 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.