

4-3006
12-17

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

J U L Y 1, 1 9 7 3 ----- J U N E 30, 1 9 7 6

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ARTICLE I

Preamble

- A. The agreement entered into this _____ between the Board of Education Piscataway Township hereafter referred to as Board and Piscataway Township Association of School Custodians and Maintenance Personnel hereafter referred to as Association.
- B. Despite reference herein to Board or Association as such, each reserves the right to act hereunder by committee or individual whether or not a member. However, each committee or individual so assigned shall provide on request satisfactory evidence of authority to act. Association shall also submit the name of all members of Association negotiating team and grievance team.

ARTICLE II

Recognition of Association

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

Custodians, head custodians, matrons, maintenance personnel, bus drivers, mechanical specialists, maintenance specialists, groundsmen personnel, construction specialists, groundsmen specialists, and warehouseman. Food truck drivers and helpers will be classified as custodians.

- B. The Board does not recognize craft distinctions.

ARTICLE III

Rights, Authority, Responsibilities of the Board

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

- A. To the executive management and administrative control of the School System and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.

Article III Rights, Authority, Responsibilities of the Board cont'd

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

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 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.

Article IV Principles continued

- 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 changed 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 superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE V

Association Rights and Responsibilities

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 Constitution and Statutes.

ARTICLE VI

Negotiation Procedure

- A. On or before the 15th day of October in the school year that the Agreement should expire, the parties agree to initiate negotiation over a successor agreement.
- B. Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.
- C. A mutually convenient time shall be set within 5 days exclusive of Board designated holidays, or vacations.
- D. 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 his appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution, and in P. L. 1041 c. 100 as amended and supplemented by c. 303, Laws of 1968 N.J.S.A. 34: 13A-1 et seq as to presenting and processing a grievance.
- B. Definition
1. A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been to him 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 immediate supervisor within twenty calendar days following the treatment, act or condition which is the basis of his 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 calendar days after the grievance is received.)
 2. All notices of appeals must be made in writing within 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 his designee, it shall present the full grievance in writing to the Business Administrator or his designee. The Business Administrator or his designee shall review the materials submitted to him, may discuss the issue with the parties involved, and shall render a written decision within ten calendar days of the date of the appeal,

Article VII Grievance Procedure continued

4. If the Association wishes to carry its appeal to the Superintendent or his designee, it shall present the full grievance in writing to the Superintendent or his designee. The Superintendent or his designee shall review the material submitted to him, 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 ten (10) calendar days of the Superintendent' or his designee's decision and notify the Superintendent or his 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 his 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 Boards 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 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 names, the Board two 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 must limit himself to a consideration of the issues presented.

Article VII Grievance Procedure continued

3. Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.
 4. The determination of the arbitrator must be limited to the express terms and/or conditions of the Agreement which are the subject of grievance.
 5. The arbitrator's report shall be presented only to the parties at interest.
- d. Costs -- 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, transfers, assignments and lay offs, the Board will consider the total seniority which any employee covered hereby may have throughout the Piscataway Township School System.
- B. Notice of all vacancies shall be posted in each building for five 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 non promotional 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 ninety days at the sufferance of the Board. During the first ninety days any such employee may be discharged or suspended for any reason without cause.

Article VIII Job Security and Seniority continued

- D. Non-tenure personnel -- shall mean and apply to those employees who have completed their probationary period but have not been employed for three consecutive year.
- E. Any non-tenure employee who receives a notice of non-employment may within five (5) working days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent or his designee, which statement shall be given to the employee within ten (10) working days after receipt of such request.
- F. Any non-tenure employee who has received such notice of non-employment 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 his 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 non-employment of said non-tenure employee within ten (10) working days after completion of the hearing.
- H. Tenure personnel -- shall mean and be applied to any employee who has been employed for three consecutive year. Such an employee shall be under tenure as provided in Chapter 137, Public Laws 1960 (18A:17-3 and 18A:17-4).
- I. An employee who has accepted an assignment in a classification lower than the classification he 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 the order of his 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 he desires to return to work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within twenty (20) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent or his

Article VIII Job Security and Seniority continued

designee. In the event he shall fail to so report to work, he shall forfeit all of his 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 days from 7 A.M. on Monday to 7 A.M. on the following Monday. Normal work week shall mean 5 days from Monday to Friday. Exceptions to the normal work week may be made by the Board or designee.
- C. 1. Overtime at time and one half times base pay will be paid for authorized time worked over an 8-hour shift or over a 40 hour week. Overtime pay will not be pyramided nor shall overtime include any shift premiums. In order to be paid overtime the employee must in fact have worked 40 hours in any work week or 8 hours in any work day.
2. Whenever an employee is required to report for work prior to the start of his assigned shift, he shall be paid at the rate of time and one-half for all hours prior to normal starting time provided that he completes his 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 his 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. 1. Personnel assigned to a regular 8 hour shift that requires working beyond 6 P.M. shall be paid a shift differential of an additional \$300 over the job rate of his classification. However, the employees job rate shall remain unchanged.
2. Effective July 1, 1974 personnel assigned to a regular 8 hour shift that requires working beyond 6 P.M. 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, matrons, or other personnel after normal school hours for approved functions, may be appointed by the Board's Superintendent or designee but such assignment shall not be in lieu of regularly assigned employees at the particular school. Extra custodians, matrons or other personnel are to be assigned for such purposes.

- G. There shall be three normal work shifts in each work day. The Superintendent or his assignee has the right to determine which shift any employee shall work and to redetermine at any time what hours should compose any of the three shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be either one hour or one-half hour depending upon the length of each work shift. Examples of work shifts are annexed hereto and listed as Schedule D.
- H. Employees may be permitted to leave the school building during his lunch period provided that a black seal fireman's licensed custodian is on duty in the building.
- 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. Pay checks are issued on the 15th and 30th of each month. Overtime pay, authorized through the 25th of the month, will be paid for in the first check of the next month and the balance will be paid for in the first check of the next consecutive month. If such a day falls on a weekend, school holiday, or vacation period, the checks shall be issued on the last previous work day.
- K. Effective July 1, 1974 -- Whenever an employee is required to return to work for an "emergency call-out" which is separated in time from his assigned shift, he shall be guaranteed a minimum of two hours pay at time and one-half.

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 his employment with the Board.
- B. From time to time employees may be required to undergo a physical and/or psychiatric examination at the Board's expense on reasonable notice. In addition, any employee, with the Board's, or its designee's approval, may choose and have an examination as mentioned herein at his own cost and expense.
- C. 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.
- D. No employee other than probationary, shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure set forth in Article VII herein.

Article X Employee Rights and Responsibilities continued

- E. Whenever any employee, other than probationary, is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview
- F. 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.
- G 1. All custodians hired before September 25, 1973 are required within one year to obtain a Black Seal Fireman's License and all custodians previously hired shall seek in good faith to obtain such license. 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 his designee.

ARTICLE XI

Medical - Hospital Insurance

All full time employees covered by this Agreement shall receive health insurance benefits equal to those provided for the unit represented by the P.T.E.A.

ARTICLE XII

Paid Vacation

- A. For each employee who has been employed by the Board for between 6 months to one year of service beginning as of July 1 of each year, there shall be 5 working days paid vacation.
- B. For each employee who has been employed by the Board for between one full year and up to eight (8) 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 eight (8) full years and up to sixteen (16) years of service beginning as of July 1 of each year, there shall be 15 working days paid vacation.

Article XII Paid Vacation continued

- D. For each employee who has been employed by the Board for sixteen (16) full years of service beginning as of July 1 of each year, there shall be twenty (20) working days paid vacation.
- E. The Board or its 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.
- F. Any employee who retires or resigns and who has worked at least six 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.
- G. Effective July 1, 1974 the number of years as specified in paragraph B above shall be changed from eight (8) to seven (7) and the number of years as specified in paragraph C above shall be changed from sixteen (16) to fourteen (14).
- H. The following vacation rollover provisions shall become effective July 1, 1974:
 - 1. An employee who has worked at least 6 years but less than seven years by July 1 shall, in addition to the normal 10 days, be granted one additional vacation day for every two months worked beyond 6 years. The maximum number of such additional vacation days shall be 5.
 - 2. An employee who has worked at least 13 years but less than 14 years by July 1 shall in addition to the normal 15 days vacation, be granted one additional vacation day for every two months worked beyond 13 years. The maximum number of such additional vacation days shall be 5.

ARTICLE XIII

Dues Deduction

- A. The Board agrees to deduct from the salaries of its employees dues for the Piscataway Township Association of School Custodians and Maintenance Personnel, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, or 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 following the monthly pay period in which deductions were made. 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 non-tenure employee shall be entitled to eleven (11) sick days per contract year. Each tenure 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. Any employee who retires shall be ineligible for payment of accumulated sick days.

Article XIV Personal and Sick Leave continued

- B. Sick leave is hereby defined to mean absence from post of duty of an employee because of non job connected illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee on notice to the employer. Adequate proof of illness may be required as sufficient proof of need of sick leave as defined herein.
- C. Each employee may have two personal days leave each year. Such leave shall be non-cumulative 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.
- D. Each employee shall be entitled to three days leave for death in the immediate family and one day leave in the case of a close relative. "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.
- E. 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.
- F. In the event any employee is required to serve jury duty, then such employee shall receive the difference between his normal or regular pay and the amount received for jury service.
- G. Extended total Disability Leave
1. Total Disability
- "Total disability" shall mean one which,
- a. Results from bodily injuries or disease, and
 - b. Wholly prevents the employee from engaging in his regular occupation; or assuming duties assigned by his superior, taking into consideration the nature and degree of the disability.
 - c. The employee must be under the care of a physician. The Board may require examinations and statements from doctors of its own choosing at reasonable intervals.

Article XIV Personal and Sick Leave continued

2. Eligibility

- a. Extended total disability benefits shall be payable to all full time custodian and maintenance employees of the Piscataway School System, regardless of the term of service previously performed prior to total disability.
- b. Benefits shall not be available to any employee who has been notified in writing that his services are to be terminated or his contract not renewed, prior to the start of total disability.
- c. Benefits shall also not be available to any employee who submits his resignation in writing prior to the start of his total disability.
- d. A recurrence of the same disability within 130 days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Procedure for Applying for Benefits

- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the employee.
- b. An application for total disability shall be submitted only after the maximum sick leave days, determined by the employee, have been used to cover absence resulting from his total disability.
- c. An employee need not use all sick leave days toward his absence when applying for benefits under this program, but only those days used shall be considered in computing the percentage factor for monthly benefits, as described under item b of benefits.

4. Benefits

- a. The amount and duration of such benefits shall be determined by the employee's current salary, length of service, and the number of sick days utilized prior to the commencement of this benefit.
- b. The amount of daily benefits shall be determined in the following manner:
 1. The basic daily salary shall be computed by dividing the annual salary by 260.

Article XIV Personal and Sick Leave continued

2. Benefit payments shall be increased by $\frac{1}{2}\%$ above the basic 45% payment for each sick day used after the first 12 working days of total disability and prior to the commencement of benefit payments; e.g., an employee used 30 sick days after the first 12 working day waiting period to cover his absence under this program. On the basis of $\frac{1}{2}\%$ for each of these days, the percentage factor would be added to the basic 45%, or 60%. Employees in this case would be entitled to 60% of his monthly contract salary.
- c. Daily benefit payments shall not exceed 65% of an employees regular daily salary.
- d. The number of days that benefits shall be payable shall be determined by dividing the total number of days of service as an employee by 4. Except that benefits shall not be payable for a period of more than 1 calendar year, or 260 working days.
- e. In no case shall benefits be payable concurrently with payments received by an employee for retirement or disability under the Social Security Program or any state employees or teachers pension plan.
- f. Benefits under this program shall be reduced by the amount of any Workmen's Compensation payable.
- g. Table for computation of percentage of daily benefits:

Sick Leave used after the first 12 working days of total disability	Percentage factor to be applied in computing daily payments under this benefit program
---	--

1	45.5
2	46
3	46.5
4	47
5	47.5

continues to

35	62.5
37	63
37	63.5
38	64
39	64.5
40	65

Article XIV Personal and Sick Leave continued

5. Exclusions of Benefits

- a. Benefits shall not be payable for a disability resulting from:
 1. A pregnancy.
 2. Disease or bodily injury willfully and intentionally self-inflicted.
 3. Injury incurred or disease contracted prior to becoming an employee of the Piscataway School System, unless employed for more than three years in this system.
 4. Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

H. The Board of Education may, at its discretion, extend the above sick leave policy in individual cases.

I. Female employees shall notify the Superintendent of Schools of her pregnancy as soon as it is medically confirmed. Said employee shall be placed on maternity leave without pay commencing three (3) months prior to the anticipated date of birth and terminating twelve (12) months after the birth of the child. In the event of stillbirth or death of the child, the employee, if she so elects, may return to her position upon presentation of a Doctors certificate. Upon the recommendation of the Superintendent of Schools and the approval of the Board, an employee may leave at a later date or return at an earlier date than provided herewith.

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 P.E.R.S. 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 non-contributory 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 thirteen (13) paid holidays each contract year.
- B. The following designated days shall be deemed holidays on which no employee covered hereby shall be obligated to work for the 1973-74 contract year:

July	4	Independence Day
September	3	Labor Day
October	22	Veteran's Day
November	22-23	Thanksgiving Recess
December	24-25	Christmas Recess
December	31	New Year's Eve
January	1	New Year's Day
February	18	President's Day
April	12	Good Friday
April	15	Spring Recess
May	27	Memorial Day

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

- C. Designation of the thirteen paid holidays for each contract year shall be mutually agreed upon by the Board and the Association before July 1 and this designation shall necessarily conform to the official school calendar.
- 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 & C annexed hereto.
- B. During the contract year, in the event of a transfer of an employee from one job classification to another, then the employee's salary shall be adjusted by an amount equal to the differential between

Article XVII Salary continued

job classifications on a pro-rated basis. An employee temporarily assigned to a lower job classification shall maintain his contract salary.

- C. In the event that in the absence of a head custodian the second day man, who is the holder of a Black Seal Boilers License assumes the duties of the head custodian, the second day man 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 inavailability 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.

ARTICLE XII

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 committee shall meet regularly each month during the school academic year, on the date and at the time to be mutually determined by the members of each committee.

ARTICLE XIII

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 inservice courses, workshops, and programs designed to improve the quality of work performed by its employees. Inservice programs shall be conducted during the normal workday.

ARTICLE XIV

Miscellaneous

- A. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees 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.

Article III Miscellaneous continued

- 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 to 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 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 XXIII

Duration of Agreement

- A. This Agreement shall be effective from the date hereof and shall continue in effect until June 30, 1975 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 _____ day of _____, 1973.

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

Board of Education Township
of Piscataway

By _____
President

By _____
President

Attest _____
Secretary

Attest _____
Secretary

SCHEDULE A

Maintenance and Custodial Job Rates
Effective July 1, 1973 - June 30, 1974

	<u>Without License</u>	<u>With License</u>
Specialists		
Construction	\$10,370	\$10,670
Maintenance	10,370	10,670
Mechanical	10,370	10,670
Grounds	9,930	10,230
Maintenance Crew & Warehouseman	9,270	9,570
Maintenance Helper	7,960	8,260
Grounds Crew	8,400	8,700
Head Custodian	---	8,950
Custodian & Food Truck Driver	7,520	7,820
Matron	7,310	7,610
Bus Driver	7,960	8,260

Longevity Increments

Hired on or before 10/65 --- \$200
Hired on or before 10/62 --- 500

90 Day Probationary Rate - \$300 less than job rate listed above.

SCHEDULE B

Maintenance and Custodial Job Rates
Effective July 1, 1974 - June 30, 1975

	<u>Without License</u>	<u>With License</u>
Specialists		
Construction	\$10,797	\$11,097
Maintenance	10,997	11,097
Mechanical	10,797	11,097
Grounds	10,357	10,657
Maintenance Crew & Warehouseman	9,697	9,997
Maintenance Helper	8,387	8,687
Grounds Crew	8,827	9,127
Head Custodian	---	9,377
Custodian & Food Truck Driver	7,947	8,247
Matron	7,737	8,037
Bus Driver	8,387	8,687

Longevity Increments

Hired on or before 10/66 --- \$200

Hired on or before 10/63 --- 500

90 Day Probationary Rate - \$300 less than job rate listed above.

SCHEDULE C

Maintenance and Custodial Job Rates
Effective July 1, 1975 - June 30, 1976

	<u>Without License</u>	<u>With License</u>
Specialists		
Construction	\$11,297	\$11,597
Maintenance	11,297	11,597
Mechanical	11,297	11,597
Grounds	10,857	11,157
Maintenance Crew & Warehouseman	10,197	10,497
Maintenance Helper	8,887	9,187
Grounds Crew	9,327	9,627
Head Custodian	---	9,877
Custodian & Food Truck Driver	8,447	8,747
Matron	8,237	8,537
Bus Driver	8,887	9,187

Longevity Increments

 Hired on or before 10/67 --- \$200

 Hired on or before 10/64 --- 500

90 Day 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 9 Merin.

- First Shift: 7:30 a.m. -- 4:30 p.m. or
8:00 a.m. -- 5:00 p.m. or
as the Superintendent or designee determines.
1 hour unpaid lunch period.
- Second Shift: 8:00 p.m. -- 11:30 p.m. or
as the Superintendent or designee determines.
 $\frac{1}{2}$ hour unpaid lunch period.
- Third Shift: 11:30 p.m. -- 1:00 a.m. 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 a.m. to 3:30 p.m., or as
the Superintendent or designee determines,
with a $\frac{1}{2}$ hour unpaid lunch period.