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#### AGREEMENT

between

THE BOARD OF EDUCATION

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THE TOWNSHIP OF SOUTH BRUNSWICK

and

SOUTH BRUNSWICK SCHOOL ADMINISTATOR'S ASSOCIATION

JULY, 1977 - JUNE, 1979

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#### ARTICLE I: RECOGNITION

#### 1. A. UNIT MEMBERSHIP

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

#### 14. Existing Titles -

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

- 19. Newly Created Titles -
- 20. Any incumbents, unless designated as an exempt employee,
- 21. in titles created after this contract becomes effective
- 22. and prior to December 31, shall be included in the pro-
- 23. visions of this contract on January 1 of that school year.

## 24. B. DEFINITION

- 25. Unless otherwise indicated, the term "administrator"
- 26. when used hereinafter in this agreement, shall refer to
- 27. all professional employees represented by the Association
- 28. in the negotiating unit as above defined, and references
- 29. to male administrators shall include female administrators.

#### ARTICLE II. NEGOTIATION PROCEDURES

- A. DEADLINE DATES
- 2. The parties agree to enter into collective negotiations
- 3. over a successor agreement in accordance with Chapter
- 4. 123, Public Laws of 1974 in a good faith effort to reach
- 5. agreement on the terms and conditions of administrator's
- 6. employment. The President of the Board and the President
- 7. of the Association shall determine the time, date, and
- 8. place of the first negotiations meeting according to the
- 9. regulations of PERC. Negotiations shall begin no later
- 10. than 120 days before the submission of the annual school
- 11. budget to the public.
- 12. B. NEGOTIATING TEAM AUTHORITY
- 13. Neither party in any negotiations shall have any control
- 14. over the selection of the negotiating representatives of
- 15. the other party. The representatives of both parties
- 16. shall be empowered to make proposals, consider proposals
- 17. and make counter proposals in the course of negotiations
- 18. within the predetermined limits prescribed by the res-
- 19. pective parties.

- 20. C. CONSULTANTS
- 21. When mutually agreed upon, clerical assistance and
- 22. consultants shall be contracted by both parties; in
- 23. such case, the costs will be shared equally by the
- 24. Association and the Board.
- 25. D. CONDUCT OF MEETINGS
- 26. At the beginning of negotiations, the negotiators shall
- 27. adopt a written set of procedures for conducting nego-
- 28. tiations meetings.
- 29. E. EXCHANGE OF INFORMATION
- 30. The Association shall have access to all available in-
- 31. formation concerning the financial resources of the
- 32. district.
- 33. F. AGREEMENTS
- 34. As tentative agreements are reached, these shall be
- 35. reduced to writing, dated and initialed by the spokes-
- 36. man for each group.

- 37. G. MODIFICATION
- 38. Understanding of Parties -
- 39. This agreement incorporates the entire understanding
- 40. of the parties on all matters which were or could have
- 41. been the subject of negotiation. Reopening of nego-
- 42. tiations to consider any modification of this agree-
- 43. ment shall be made only by mutual consent of both
- 44. parties. Any such modification shall be effective
- 45. only when agreed to in writing and duly executed by
- 46. both parties.
- 47. H. IMPASSE
- 48. In the event that the Board and the Association have
- 49. failed to reach agreement on all topics of negotiations,
- 50. after genuine and sincere efforts to negotiate, either
- 51. the Board, the Association, or the two jointly, may
- 52. notify the Executive Director of the Public Employment
- 53. Relations Commission in writing that an impasse exists,
- 54. and shall request the assignment of a mediator, and follow
- 55. the procedures and regulations as outlined in PL. 123.

## ARTICLE III. GRIEVANCE PROCEDURE

#### 1. A. DEFINITION

- 2. A grievance shall mean a complaint by an Administrator
- 3. that there has been as to him a violation, misinterpre-
- 4. tation, or mis-application of a written policy, written
- 5. agreement, or an administrative decision, only these
- 6. effect terms and conditions of employment and except
- 7. that the term grievance shall not apply to any matter
- 8. as to which (a) a method of review is prescribed by law
- 9. or by any rule or regulation of the State Commissioner
- 10. of Education, or (b) the Board and/or Administrative
- 11. officers are without authority to act, or (c) a com-
- 12. plaint of any employee represented by the Association
- 13. in a non-tenure position which arises solely by reason
- 14. of his being not employed, re-employed, retained or
- 15. continued in that position. As used in this definition,
- 16. the term Administrator shall also mean a group of
- 17. Administrators having the same grievance.

#### 18. B. RIGHTS OF THE AGGRIEVED

19. 1) Any individual employee represented by the Association

- 20. shall be ensured freedom from restraint, interference,
- 21. coercion, discrimination, or reprisal in presenting his
- 22. appeal. He shall have the right to present his own
- 23. appeal or to designate a representative of the Associ-
- 24. ation, or other persons of his own choosing to appear
- 25. with him at any step in the grievance procedure. When-
- 26. ever he chooses to have other persons to appear with
- 27. him, the Association will have the option of being
- 28. present.
- 29. 2) The Association shall have access to all available
- 30. information which may be necessary to process any
- 31. grievance.

#### 32. C. PROCEDURE

- 33. 1) An employee with a grievance shall first discuss it
- 34. with his immediate supervisor within fifteen (15) work
- 35. days from date party becomes aware of grievance with the
- 36. object of resolving the matter informally, or the griev-
- 37. ance shall be barred.
- 38. 2) If, as a result of the discussion, the matter is not

- 39. resolved to the satisfaction of the employee within five
- 40. (5) work days, he shall, within five (5) work days, set
- 41. forth his complaint in writing to his immediate super-
- 42. visor, which shall include the policy agreement for
- 43. administrative decision which the grieving party claims
- 44. has been violated as to him/her. The supervisor shall
- 45. communicate his decision to the employee in writing
- 46. within five (5) work days of receipt of the written
- 47. complaint.
- 48. 3) The employee may appeal the supervisor's decision to
- 49. the Superintendent of Schools within a period of ten (10)
- 50. work days. The appeal to the Superintendent must be
- 51. made in writing and must set forth the grounds upon
- 52. which the grievance is based. The Superintendent shall
- 53. request a report on the grievance from the supervisor,
- 54. shall confer with the concerned parties, and upon re-
- 55. quest, with the employee or supervisor separately.
- 56. He shall attempt to resolve the matter as quickly as
- 57. possible, but within a period of ten (10) work days.
- 58. the Superintendent shall communicate his decision in
- 59. writing to the employee and the supervisor.

- 60. 4) If the grievance is not resolved to the employee's
- 61. satisfaction within ten (10) work days, he may request
- 62. a review by the Board. The request shall be submitted
- 63. in writing through the Superintendent, who shall attach
- 64. all related correspondence and forward the request to
- 65. the Board. The Board or committee of the Board (con-
- 66. sisting of not less than three (3) members) shall re-
- 67. view the grievance and may at its option hold a hear-
- 68. ing with the employee. In the event that the Board
- 69. decides not to hold a hearing, the Board shall render
- 70. a decision in writing within fifteen (15) calendar
- 71. days of receipt of the request. In the event that a
- 72. hearing is held, said hearing shall be scheduled within
- 73. twenty-one (21) calendar days from the receipt of the
- 74. request and render a decision in writing within fifteen
- 75. (15) calendar days from the date when the hearing is
- 76. complete. In the event that a committee of the Board
- 77. shall hold the hearing, the Board shall proceed as though
- 78. the evidence had been heard by the Board as a whole.
- 79. 5) If the grievance is still not resolved to the satis-

- 80. faction of the aggrieved party, and the Grievance Com-
- 81. mittee of the Association feels the grievance has merit,
- 82. the grievance may be submitted to arbitration by a
- 83. written notice to the Board within ten (10) work days
- 84. following receipt of the Board's decision.
- 85. 6) Within ten (10) work days after such written notice
- 86. of submission to arbitration, the Board and the Grievance
- 87. Committee shall attempt to select a mutually acceptable
- 88. arbitrator and shall obtain a commitment from said
- 89. arbitrator to serve. If the parties are unable to agree
- 90. upon an arbitrator or to obtain such a commitment within
- 91. the specified period, a request for a list of arbitrators
- 92. may be made to the American Arbitration Association for
- 93. the selection of an arbitrator. If the parties are still
- 94. unable to agree upon an arbitrator, they shall request
- 95. the American Arbitration Association to appoint an
- 96. arbitrator.
- 97. 7) The arbitrator so selected shall confer with the
- 98. representatives of the Board and the Grievance Committee
- 99, and hold hearings promptly and shall issue his decision

- 100. not later than thirty (30) calendar days from the close
- 101. of the hearings, or if oral hearings have been waived,
- 102. then from the date the issues are submitted to him.
- 103. The arbitrator's decision shall be in writing and shall
- 104. set forth his findings of fact, reasoning and conclu-
- 105. sions on the issues submitted. The decision of the
- 106. arbitrator shall be submitted to the Board and the
- 107. Association and shall be final and binding on both
- 108. parties.

## ARTICLE IV SALARY AND FRINGE BENEFITS

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SALARY GUIDE JUNE 1, 1977 THROUGH JUNE 30, 1979

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- 1. B. ADMINISTRATOR'S SALARIES, 1977-78 AND 1978-79
- 2. Administrators shall be paid an annual salary for each
- 3. of the two years of this agreement in accordance with
- 4. the amounts indicated in the Salary Distribution Plan
- 5. for 1977-78 and 1978-79.

# 6. C. NONFORFEITABLE ANNUITY BENEFITS

- 7. The Board shall purchase for the employee, an nonfor-
- 8. feitable tax deferred annuity contract, for the total
- 9. amount indicated in the Salary Distribution Plan for
- 10. 1977-78 and 1978-79. All such monies shall be paid by
- 11. the Board in equal quarterly installments, at the
- 12. Variable Annuity Life Insurance Company for the purchase
- 13. of said annuities.

#### 14. D. EVALUATION

- 15. Each administrator shall be evaluated by the Superinten-
- 16. dent or the administrator's immediate supervisor at
- 17. least once during the contract year. The purpose of
- 18. the evaluation shall be to provide a basis for the im-

- 19. provement of performance and professional growth. A
- 20. written report of the evaluation shall be presented
- 21. to the person evaluated. Any person who fails to cor-
- 22. rect deficiencies noted in the report by the end of
- 23. that contract year, may be denied all or any portion
- 24. of the scheduled increase.

## 25. E. SALARY OF NEWLY APPOINTED ADMINISTRATORS

- 26. The initial salary of a newly appointed administrator
- 27. shall be negotiated between the administrator and the
- 28. Board. The step numerals in the guide are intended to
- 29. indicate an annual salary progression to be used in
- 30. determining the next successive year's salary after the
- 31. entry level salary has been determined by the Board.
- 32. These numerals are not intended to indicate a quan-
- 33. tity of previous experience.

## ARTICLE V. LEAVES OF ABSENCE

- 1. A. SICK LEAVE
- 2. 1) Accumulative -
- 3. All full time administrators shall be entitled to twelve
- 4. (12) days sick per year. Unused days of sick leave
- 5. shall be accumulated from year to year.
- 6. 2) Transfer of Sick Leave -
- 7. Any administrator appointed effective July 1, 1974 or
- 8. thereafter shall be entitled to transfer a maximum of
- 9. twenty-five (25) accumulated sick leave days to South
- 10. Brunswick.
- 11. B. TEMPORARY LEAVES OF ABSENCE -
- 12. All full time administrators shall be entitled to the
- 13. following leaves of absence with pay during each school
- 14. year:
- 15. 1) Death in the Family -
- 16. In the event of a death in the immediate family, an al-
- 17. lowance up to three (3) days leave shall be granted.
- 18. "Immediate family" shall be husband, wife, child, step-
- 19. child, father, mother, borother, sister, father-in-law,
- 20. mother-in-law, or any member of the administrator's

- 21. immediate household. Two additional days of leave
- 22. may be granted upon the approval of the Superinten-
- 23. dent for unusual or extenuating circumstances.
- 24. 2) Funerals -
- 25. An allowance of one (1) day shall be granted to attend
- 26. the funeral of other relatives or a close friend of
- 27. the administrator.
- 28. 3) <u>Personal</u> -
- 29. Absence of three (3) days per year may be granted to an
- 30. administrator without reduction in pay for personal
- 31. business which cannot be performed other than during
- 32. hours of employment.
- 33. 4) Legal Proceedings -
- 34. Time necessary for appearances in any legal proceedings
- 35. connected with the school system or which involves a
- 36. South Brunswick student which the administrator is re-
- 37. quired or requested to attend shall be granted without
- 38. loss of pay. No salary deductions shall be made for

- 39. absence when subpoenced to be a witness in court.
- 40. Those regular employees called for jury duty shall
- 41. be paid at their regular rate less compensated fees
- 42. for jury duty. (Board Policy section 3.3.17.1,
- 43. Adopted March 28, 1962).

# ARTICLE VIA SABBATICAL LEAVE

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

#### 5. A. DURATION

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

## 9. B. ELIGIBILITY

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

## 13. C. LIMITATIONS

- 14. No more than one or the equivalent of one of the per-
- 15. sonnel included in this Agreement shall be granted
- 16. sabbatical leave during any school year. When more
- 17. than one person is granted sabbatical leave within the
- 18. limitations set forth above, the total time granted is

- 19. not to exceed six (6) months. The Superintendent may
- 20. determine that additional leaves would be of benefit
- 21. to the school system.

# 22. D. TEMPORARY VACANCIES

- 23. When an administrator is granted a sabbatical leave,
- 24. his position and all other administrative positions in
- 25. the school system will be filled during such leave un-
- 26. less it is determined by the Superintendent and the
- 27. Principal of the building concerned, or solely the
- 28. Superintendent for Central Office positions, that it
- 29. is inappropriate to fill the position during the per-
- 30. son's absence. The Superintendent of Schools shall be
- 31. responsible for the development of appropriate rules
- 32. and regulations to implement this article.

#### ARTICLE VII. VACATIONS

## 1. A. ALLOCATED DAYS

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

## 9. B. SEPARATION FROM DISTRICT

- 10. 1) A member who dies shall have payment for his un-
- 11. used vacation days given to his estate.
- 12. 2) A member who resigns or retires during the contract
- 13. year shall receive cash payment for those unused vaca-
- 14. tion days accumulated up to date of termination.

## ARTICLE VIII: ADMINISTRATIVE VACANCIES

## 1. A. NOTIFICATION

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

#### 12. B. APPLICATION

- 13. Applicants for administrative positions within the dis-
- 14. trict shall be given consideration for any position
- 15. for which application is made, including an interview
- 16. with the appropriate personnel. Unsuccessful appli-
- 17. cants from within the district shall be notified in
- 18. writing.

## ARTICLE IX. PARTICIPATION PLAN

- 1. A. RIGHTS AND RESPONSIBILITIES
- 2. It shall be the right and responsibility of the admin-
- 3. istrative staff to participate in the development of
- 4. the educational program and professional practices
- 5. in accordance with the procedures described in Board
- 6. policy and/or rules and regulations. It shall also
- 7. be the right and responsibility of the administrative
- 8. staff to participate in the development and/or revi-
- 9. sion of policies or rules and regulations or nego-
- 10. tiated agreements which govern the development of the
- 11. educational program, student, professional and non-
- 12. professional personnel practices, determination of
- 13. educational materials, and use of school facilities.
- 14. These policies and rules and regulations shall include
- 15. matters covered in the Board Policy Manual as well as
- 16. any negotiated agreements with other professional
- 17. groups.

- 18. B. DEFINITION OF PARTICIPATION
- 19. Participation shall mean taking part in a cooperative
- 20. development of policies through sharing of ideas, con-
- 21. siderations, and concerns. Such participation could
- 22. take place during the fifth Monday of Month Meetings,
- 23. an appointed special committee, and Administration
- 24. Council Meetings.
- 25. C. NOTIFICATION OF INTENTION TO CHANGE POLICY
- 26. 1) The Board shall notify the Association of its in-
- 27. tention to change policies and/or rules and regulations
- 28. listed in the Board Policy Manual and other items listed
- 29. in Part A, at least thrity (30) calendar days prior
- 30. to action at a public Board meeting. Within ten (10)
- 31. calendar days of notification, the Association shall
- 32. notify the Board in writing whether or not it wishes
- 33. to meet or consult with the Board on this matter. If
- 34. a meeting is desired by either party, it shall be held
- 35. at least ten (10) days prior to public action.
- 36. 2) Emergency -
- 37. In the event that a situation should arise which re-

- 38. quires an immediate change in policy or the adoption
- 39. of a new policy, the notification dates mentioned above
- 40. shall be nullified. Either party may then request an
- 41. emergency meeting to discuss the situation and to
- 42. develop a policy statement for immediate adoption.

## 43. D. PROCEDURE FOR ESTABLISHING CALENDAR

- 44. A committee of five, two members chosen by the South
- 45. Brunswick School Administrator's Association and three
- 46. members chosen by the South Brunswick Education Associ-
- 47. ation, will recommend a school calendar for the coming
- 48. school year. One person from the Central Office Admin-
- 49. istration shall meet with the committee as a non-voting
- 50. consultant. The first meeting will be set by the Super-
- 51. intendent before March 1. By the first Monday of April,
- 52. the committee will report its recommendations to the
- 53. Superintendent of Schools for approval. Any change in
- 54. the recommendations will be discussed with the commit-
- 55. tee by the Superintendent before adoption by the Board
- 56. of Education. The school calendar will be adopted no
- 57. later than the first regular Board Meeting in May.

#### ARTICLE X. RIGHTS OF THE BOARD

- 1. A. The Board reserves to itself sole jurisdiction and
- 2. authority over matters of policy and according to pro-
- 3. visions of State law, retains the right, subject only
- 4. to the limitations imposed by the language of this
- 5. Agreement, in accordance with applicable laws and
- 6. regulations,
- 7. (a) to hire, promote, transfer, assign and retain
- 8. employees in positions within the school district, and
- 9. for just cause to suspend, demote, discharge or take
- 10. other disciplinary action against employees,
- 11. (b) to abolish any such positions for reasons of economy
- 12. or because of reduction in the number of pupils or of
- 13. change in the administrative or supervisory organi-
- 14. zation of the district or for other good cause (18A:29-9),
- 15. (c) to maintain the efficiency of the school district
- operations entrusted to them,
- 17. (d) to determine the means by which such operations
- 18. are to be conducted and,

- 19. (e) to take whatever actions may be necessary to
- 20. carry out the mission of the school district in
- 21. situation of emergency.
- 22. The rights of the Board shall include, but not be
- 23. limited to, the provisions set forth in this Article.
- 24. B. It is understood by all parties that under the
- 25. rulings of the courts of New Jersey and the State
- 26. Commissioner of Education, the Board is forbidden
- 27. to waive any rights or powers granted it by law.

#### ARTICLE XI INSURANCE

- 1. The Board of Education shall provide for employee
- 2. insurance program as follows:
- 3. A. Blue Cross Blue Shield Rider J and Major Medical
- 4. B. Dental Insurance Employee coverage only
- 5. C. Extended disability; Health or Hardship Leave:
- 6. 1) Total Disability -
- 7. "Total disability" shall mean one which,
- 8. (a) results from bodily injuries or disease, and
- 9. (b) wholly prevents the employee from engaging in his
- 10. regular occupation; or assuming duties assigned by his
- 11. superior taking into consideration the nature and degree
- 12. of the disability.
- 13. (c) The employee must be under the care of a physician. The
- 14. Board may require examinations and statements from doctors
- 15. of its own choosing as frequently as it is deemed necessary.
- 16. 2) Eligibility -
- 17. (a) Extended total disability benefits shall be payable
- 18. to all full time employees who are on an annual con-
- 19. tractual arrangement with the South Brunswick School

- 20. System, regardless of the term of service previously
- 21. performed prior to total disability.
- 22. (b) Benefits shall not be available to any employee
- 23. who has been notified in writing that his services
- 24. are to be terminated or his contract not renewed,
- 25. prior to the start of total disability, except as
- 26. provided in paragraph (d) below.
- 27. (c) Benefits shall also not be available to any emplo-
- 28. yee who submits his resignation in writing prior to
- 29. start of his total disability.
- 30. (d) Benefits to an employee whose services are to be
- 31. terminated by a specific date, for whatever reason,
- 32. and whose total disability preceded the notice of
- 33. termination of such services, shall be paid only to
- 34. the date of such termination provided employee is
- 35. totally disabled at that time.
- 36. (e) A recurrence of the same disability within 180 days
- 37. of discontinuance of benefits shall be considered a
- 38. continuation of the original disability.
- 39. 3) Benefits -
- 40. (a) The amount and duration of such benefits shall be

- 41. determined by the employee's current salary, length
- 42. of service, and the number of sick days utilized prior
- 43. to the commencement of this benefit.
- 44. (b) The amount of the monthly payments shall be deter-
- 45. mined in the following manner:
- 46. 1) The basic monthly salary shall be computed by
- 47. dividing the annual salary by the number of months
- 48. the employee is required to perform service, as pro-
- vided in the annual contract.
- 50. 2) Benefit payments shall be increased by 1/2 percent
- 51. above the basic 50% payment for each sick day used
- 52. after the first thirty calendar days of total disabil-
- 53. ity, and prior to the commencement of benefit payments;
- 54. e.g., an employee uses 40 sick days, after the first
- 55. 30 calendar day waiting period, to cover his absence
- 56. under this program. On the basis of 1/2% for each of
- 57. these days, the percentage factor would be added to
- 58. the basic 50% or 70%. Employee, in this case, would be en-
- 59. titled to a monthly benefit of 70% of his regular mon-
- 60. thly contract salary.
- 61. (c) Monthly benefit payments shall not exceed 80% of

- 62. an employee's regular monthly contract salary. (60 or
- 63. more sick days provides an 80% factor.)
- 64. (d) The number of months that benefits shall be pay-
- 65. able shall be determined by dividing the total number
- 66. of service as an employee by four. Benefits shall be
- 67. payable for a portion of a month.
- 68. (e) In no case shall benefits be payable concurrently
- 69. with payments received by an employee for retirement
- 70. or disability under the Social Security Program or
- 71. any state employees or teachers pension plan.
- 72. (f) Benefits under this program shall be reduced by
- 73. the amount of any Workmen's Compensation payable.
- 74. 4) Exclusions of Benefits -
- 75. (a) Benefits shall not be payable for a disability re-
- 76. sulting from:
- 77. 1. Pregnacy
- 78. 2. Disease or bodily injury willfully and inten-
- 79. tionally self-inflicted.
- 80. 3. Injury incurred or disease contracted prior to
- 81. becoming an employee of the South Brunswick School
- 82. System, unless employed for more than three years

- 83. in this system.
- Declared or undeclared war, insurrection,
- 85. invasion, rebellion, revolution, Civil
- 86. War, or Civil Riot.
- 87. (b) Benefits shall not be payable while a salary is
- 88. being paid through the use of accumulated sick leave.
- 89. 5) Procedure for Applying for Benefits -
- 90. (a) An application for total disability benefits under
- 91. this program must be accompanied by a physician's cer-
- 92. tificate listing the nature of the condition and the
- 93. probable length of total disability of the employee.
- 94. (b) An application for total disability shall be sub-
- 95. mitted only after the maximum sick leave days, deter-
- 96. mined by the employee, have been used to cover absence
- 97. resulting from his total disability.
- 98. (c) An employee need not use all sick leave days to-
- 99. ward his absence when applying for benefits under this
- 100. program, but only those days used shall be considered
- 101. in computing the percentage factor for monthly bene-
- 102. fits, as described under item (b) of Benefits.

- 103. OFFICIAL LEAVE OF ABSENCE
- 104. The Board shall provide, at the Administrator's ex-
- 105. pense, for continuance of health-care insurance and
- 106. during an official leave of absence on the terms
- 107. detailed in the master policies and contracts agreed
- 108. upon by the Board and the Association.
- 109. RETIREMENT COVERAGE
- 110. The Board shall provide, at the Administrator's
- 111. expense, for continuance of health-care insurance
- 112. after retirement on the terms detailed in the
- 113. master policies and contracts agreed upon by the
- 114. Board and the Association.

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

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

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# ARTICLE XII. LEGALITY OF AGREEMENT

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

#### ARTICLE XIII. DURATION OF AGREEMENT

- 1. This Agreement shall be effective as of July 1, 1977
- and shall continue in effect until June 30, 1979,
- 3. subject to the Association's right to negotiate over
- 4. a successor agreement as provided in the Negotiations
- 5. Procedure of Article V, with the understanding that
- 6. the dates mentioned there refer to the year immediate-
- 7. ly preceding the expiration of this contract. It is
- 8. understood that such successor rights depend upon the
- 9. continued certification of the Association as the
- 10. exclusive bargaining agent for the South Brunswick
- 11. School District unit set forth in Article I, such con-
- 12. tinued certification being subject to the procedures
- 13. established by the Public Employment Relations Com-
- 14. mission of the State of New Jersey. This Agreement
- 15. shall not be extended orally and it is expressly under-
- 16. stood that it shall expire on the date indicated.

- 17. In witness whereof the parties hereto have caused
- 18. this Agreement to be signed by their respective
- 19. Presidents, attested by their respective secretaries.

FOR THE ASSOCIATION

FOR THE BOARD

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