TOTAL CIRCULATE

# AGREEMENT

between

THE BOARD OF EDUCATION

OF

THE TOWNSHIP OF SOUTH BRUNSWICK
COUNTY OF MIDDLESEX. MEM JERSEY

and

SOUTH BRUNSHICK SCHOOL ADMINISTRATORS ASSOCIATION

effective: July 1, 1975 - June 30, 1977

LIBRARY Institute of Management and Labor Relations

S. S 1975

RUTGERS UNIVERSITY

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#### ARTICLE 1

### 1. A. UNIT MEMBERSHIP

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

### 11. Existing Titles

- 12. Any such incumbent in a newly represented title shall be included in the
- 13. provisions of this contract at the beginning of the next fiscal year and
- 14. only after the Board is officially notified of such change.
- 15. Newly Created Titles
- 16. Any incumbents in titles created after this contract becomes effective
- 17. and prior to December 31, shall be included in the provisions of this
- 18. contract on January 1 of that school year.

### 19. B. DEFINITION

- 20. Unless otherwise indicated, the term "administrator" when used hereinafter
- 21. in this agreement, shall refer to all professional employees represented
- 22. by the association in the negotiating unit as above defined, and referen-
- 23. ces to male administrators shall include female administrators.

### ARTICLE II. NEGOTIATION PROCEDURES

### 1. A. DEADLINE DATES

- 2. The parties agree to enter into collective negotiations over a successor
- 3. agreement in accordance with Chapter 123, Public Laws of 1974 in a good
- 4. faith effort to reach agreement on the terms and conditions of administra-
- 5. tor's employment. On or before September 30 of each year, the President
- 6. of the Board and the President of the Association shall determine the time,
- 7. date, and place of the first negotiations meeting. Negotiations shall
- 8. begin no later than 135 days before the submission of the annual school
- 9. budget to the public.

### B. NEGOTIATING TEAM AUTHORITY

- 11. Neither party in any negotiations shall have any control over the selection
- 12. of the negotiating representatives of the other party. The representatives
- 13. of both parties shall be empowered to make proposals, consider proposals
- 14. and make counter proposals in the course of negotiations within the pre-
- 15. determined limits prescribed by the respective parties.

### C. CONSULTANTS

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

### 20. D. CONDUCT OF MEETINGS

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

### 23. E. EXCHANGE OF INFORMATION

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

- 26. F. AGREEMENTS
- 27. As tentative agreements are reached these shall be reduced to writing.
- 28. dated and initialed by the spokesman for each group.
- 29. G. MODIFICATION
- 30. 1. Understanding of Parties
- 31. This agreement incorporates the entire understanding of the parties on all
- 32. matters which were or could have been the subject of negotiation. Reopen-
- 33. ing of negotiations to consider any modification of this agreement shall
- 34. be made only by mutual consent of both parties. Any such modification shall
- 35. be effective only when agreed to in writing and duly executed by both
- 36. parties.
- 37. H. IMPASSE
- 38. In the event that the Board and the Association have failed to reach agree-
- 39. ment on all topics of negotiations, after genuine and sincere efforts to
- 40. negotiate, either the Board, the Association, or the two jointly, may
- 41. notify the Executive Director of the Public Employment Relations Commission
- 42. in writing that an impasse exists, and shall request the assignment of a
- 43. mediator, and follow the procedures and regulations as outlined in P.L.123.

### ARTICLE III. GRIEVANCE PROCEDURE

### A. DEFINITION

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

# B. RIGHTS OF THE AGGRIEVED

- 15. 1. Any individual employee represented by the association shall be ensured
- 16. freedom from restraint, interference, coercion, discrimination, or reprisal
- 17. in presenting his appeal. He shall have the right to present his own appeal
- 18. or to designate a representative of the Association, or other persons of
- 19. his own choosing to appear with him at any step in the grievance procedure.
- 20. Whenever he chooses to have other persons to appear with him, the Associa-
- 21. tion will have the option of being present.
- 22. 2. The Association shall have access to all available information which
- 23. may be necessary to process any grievance.

# 24. <u>C. PROCEDURE</u>

25. 1. An employee with a grievance shall first discuss it with his immediate

- 26. supervisor within fifteen (15) work days from date party becomes aware of
- 27. grievance with the object of resolving the matter informally, or the grie-
- 28. vance shall be barred.
- 29. 2. If, as a result of the discussion, the matter is not resolved to the
- 30. satisfaction of the employee within five (5) work days, he shall, within
- 31. five (5) work days, set forth his complaint in writing to his immediate
- 32 supervisor, which shall include the policy agreement for administrative
- 33. decision which the grieving party claims has been violated as to him/her.
- 34. The supervisor shall communicate his decision to the employee in writing
- 35. within five (5) work days of receipt of the written complaint.
- 36. 3. The employee may appeal the supervisor's decision to the Superintendent
- 37. of Schools within a period of ten (10) work days. The appeal to the Sup-
- 38. erintendent must be made in writing and must set forth the grounds upon
- 39. which the grievance is based.' The Superintendent shall request a report
- 40. on the grievance from the supervisor, shall confer with the concerned
- 41. parties, and, upon request, with the employee or supervisor separately.
- 42. He shall attempt to resolve the matter as quickly as possible, but within
- 43. a period of ten (10) work days, the Superintendent shall communicate his
- 44. decision in writing to the employee and the supervisor.
- 45. 4. If the grievance is not resolved to the employee's satisfaction within
- 46. ten (10) work days, he may request a review by the Board. The request shall
- 47. be submitted in writing through the Superintendent, who shall attach all
- 48. related correspondence and forward the request to the Board. The Board
- 49. or committee of the Board (consisting of not less than three (3) members)
- 50. shall review the grievance and may at its option hold a hearing with the
- 51. employee. In the event that the Board decides not to hold a hearing the
- 52. Board shall render a decision in writing within fifteen (15) calendar days

- 53. of receipt of the request. In the event that a hearing is held said hear-
- 54. ing shall be scheduled within twenty-one (21) calendar days from the re-
- 55. ceipt of the request and render a decision in writing within fifteen (15)
- 56. calendar days from the date when the hearing is complete.
- 57. In the event that a committee of the Board shall hold the hearing the Board
- 58. shall proceed as though the evidence had been heard by the Board as a whole.
- 59. 5. If the grievance is still not resolved to the satisfaction of the ag-
- 60. grieved party, and the Grievance Committee of the Association feels the
- 61. grievance has merit, the grievance may be submitted to arbitration by a
- 62. written notice to the Board within ten (10) work days following receipt
- 63. of the Board's decision.
- 64. 6. Mithin ten (10) work days after such written notice of submission to
- 65. artibration, the Board and the Grievance Committee shall attempt to select
- 66. a mutually acceptable arbitrator and shall obtain a commitment from said
- 67. arbitrator to serve. If the parties are unable to agree upon an arbitra-
- 68. tor or to obtain such a commitment within the specified period, a request
- for a list of arbitrators may be made to the American Arbitration Associa-
- 70. tion for the selection of an arbitrator. If the parties are still unable
- 71. to agree upon an arbitrator, they shall request the American Arbitration
- Association to appoint an arbitrator.
- 73. 7. The arbitrator so selected shall confer with the representatives of
- 74. the Board and the Grievance Committee and hold hearings promptly and shall
- 75. issue his decision not later than thirty (30) calendar days from the close
- 76. of the hearings, or if oral hearings have been waived, then from the date
- 77. the issues are submitted to him. The arbitrator's decision shall be in
- 78. writing and shall set forth his findings of fact, reasoning and conclusions
- 79. on the issues submitted. The decision of the arbitrator shall be submitted

- 80. to the Board and the Association and shall be final and binding on both
- 31. parties.

# ARTICLE IV. SALARY AND FRINGE BENEFITS

# 1. A. SALARY GUIDE

July 1, 1975 - June 30, 1976

Steps	H.S. Prin.	M.S. Prin.	Elem. Prin. (351 or more st	Elem Prin. .) (350 or less s	Vice Prin. Admin. Asst. st.)D.I.D.
1	\$23,500	\$21,500	\$20,000	\$19,500	\$18,500
2	\$24,500	\$22,500	\$20,900	\$20,400	\$19,350
3	\$25,500	\$23,500	\$21,800	\$21,300	\$20,200
4	\$26,500	\$24,500	\$22,700	\$22,200	\$21,050
5	\$27,500	\$25,500	\$23,600	\$23,100	\$21,900
6	\$28,500	\$26,500	\$24,500	\$24,000	\$22,750
7	\$29,500	\$27,500	\$25,400	\$24,900	\$23,600
8	\$30,500	\$28,500	\$26,500	\$26,000	\$24,500

July 1, 1976 - June 30, 1977

Steps	H.S. Prin.	M.S. Prin.	Flem. Prin. (351 or more st.)	Elem Prin. (350 or less:	Vice Prin. Admin. Asst. st.)D.I.D.
1.	\$24,000	\$22,000	\$20,500	\$20,000	\$19,000
2	\$25,000	\$23,000	\$21,400	\$20,900	\$19,850
3	\$26,000	\$24,000	\$22,300	\$21,800	\$20,700
4	\$27,000	\$25,000	\$23,200	\$22,700	\$21,550
5	\$28,000	\$26,000	\$24,100	\$23,600	\$22,400
6	\$29,000	\$27,000	\$25,000	\$24,500	\$23,250
7	\$30,000	\$28,000	\$25,900	\$25,400	\$24,100
8	\$31,000	\$29,000	\$27,000	\$26,500	\$25,000

- 2. B. ADMINISTRATIVE ASSISTANTS IN INDIVIDUAL SCHOOLS
- 3. Administrative Assistants in individual schools will be paid a salary based
- on their step on the teachers contract plus \$3,000 for 12 months employment.
- 5. The maximum salary for this position is established at \$21,000. The same
- 6. fringe benefits granted to other 12 month employees in this bargaining unit
- will be granted to an individual in this position.
- 8. C. Administrators who do or will fall above the salary range established
- 9. for the 1975-76 or 1976-77 school year shall be granted an increase of \$500
- for each of these two years subject to the conditions stated in D. below.
- 11. D. EVALUATION
- 12. Each administrator shall be evaluated by the Superintendent or the adminis-
- 13. trator's immediate supervisor at least once during the contract year. The
- 14. purpose of the evaluation shall be to provide a basis for the improvement
- 15. of performance and professional growth. A written report of the evaluation
- 16. shall be presented to the person evaluated.
- 17. Any person who fails to correct deficiencies noted in the report by the end
- 18. of that contract year may be denied all or any portion of the scheduled
- 19. increase.
- 20. E. The initial salary of a newly appointed administrator shall be negotiated
- 21. between the administrator and the Board of Education.
- 22. F. The "Director of Personnel" with the primary responsibility for neg-
- 23. otiating and administering various group contracts is an "exempt" employee
- 24. and shall belong to no bargaining unit.

- A. SICK LEAVE
- 2. 1. Accumulative
- All full time administrators shall be entitled to twelve (12) days sick
- 4. per year. Unused days of sick leave shall be accumulated from year to
- 5. year.
- 6. 2. Transfer of Sick Leave
- 7. Any administrator appointed effective July 1, 1974 or thereafter shall be
- 8. entitled to transfer a maximum of twenty-five (25) accumulated sick leave
- 9. days to South Brunswick
- 10. B. TEMPORARY LEAVES OF ABSENCE
- 11. All full time administrators shall be entitled to the following leaves of
- 12. absence with pay during each school year.
- 13. 1. Death in the Family
- 14. In the event of a death in the immediate family, an allowance up to three
- 15. (3) days leave shall be granted. "Immediate family" shall be husband, wife,
- 16. child, stepchild, father, mother, brother, sister, father-in-law, mother-
- 17. in-law, or any member of the administrator's immediate household. Two
- 18. additional days of leave may be granted upon the approval of the Superin-
- 19. tendent for unusal or extenuating circumstances.
- 20. 2. Funerals
- 21. An allowance of one (1) day shall be granted to attend the funeral of
- 22. other relatives or a close friend of the administrator.
- 23. 3. Personal
- 24. Absence of three (3) days per year may be granted to an administrator with-
- 25. out reduction in pay for personal business which cannot be performed other
- 26. than during hours of employment.

# 27. 4. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or which involves a South Brunswick student which the administrator is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be a witness in court. Those regular employees called for jury duty shall be paid at their regular rate less compensated fees for jury duty. (Board Policy section 3.3.17.1 Adopted March 28, 1962).

### ARTICLE VI. SABBATICAL LEAVE

- 1. All persons included in this proposal shall be entitled to be granted a
- 2. sabbatical leave for study or other reasons valuable to the school system
- 3. subject to the following conditions:
- 4. A. DURATION
- 5. A sabbatical leave shall be for one (1) full year at half (1/2) salary or
- 6. for half (1/2) a year or smaller fraction thereof at full salary.
- 7. B. ELIGIBILITY
- 8. Personnel are eligible to be granted a sabbatical leave after they have
- 9. completed seven (7) years of service in the South Brunswick Township Schools.
- C. LIMITATIONS
- 11. No more than one or the equivalent of one of the personnel included in this
- 12. Agreement shall be granted sabbatical leave during any school year. When
- 13. more than one person is granted sabbatical leave within the limitations set
- 14. forth above, the total time granted is not to exceed six (6) months. The
- 15. Superintendent may determine that additional leaves would be of benefit to
- 16. the school system.
- 17. D. TEMPORARY VACANCIES
- 18. When an administrator is granted a sabbatical leave, his position and all
- 19. other administrative positions in the school system will be filled during
- 20. such leave unless it is determined by the Superintendent and the Principal
- 21. of the building concerned, or solely the Superintendent for Central Office
- 22. positions, that it is inappropriate to fill the position during the person's
- 23. absence. The Superintendent of Schools shall be responsible for the devel-
- 24. opment of rules and regulations to implement this policy.

### ARTICLE VII. VACATIONS

# 1. A. ALLOCATED DAYS

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

### 7. B. SEPARATION FROM DISTRICT

- 8. 1. A member who dies shall have payment for his unused vacation days given
- 9. to his estate.
- 10. 2. A member who resigns or retires during the contract year shall receive
- 11. cash payment for those unused vacation days accumulated up to date of term-
- 12. ination.

# ARTICLE VIII. ADMINISTRATIVE VACANCIES

### 1. A. NOTIFICATION

- 2. Notices of Administrative Vacancies, including salary range, shall be sent
- 3. to each administrator not less than ten (10) work days prior to the final
- 4. date of application.
- 5. In the event that an administrator wishes to file for any vacancy which may
- occur during the summer months or during a leave of absence, said adminis-
- 7. trator shall notify the Superintendent of Schools of said interest and the
- 8. type of position for which application would be made. The Superintendent
- 9. of Schools of shall make every reasonable effort to notify the person of
- an existing vacancy.
- 11. B. Applicants for administrative positions within the district shall be
- 12. given consideration for any position for which application is made, includ-
- ing an interview with the appropriate personnel.
- 14. C. Unsuccessful applicants from within the district shall be notified in
- 15. writing.

### ARTICLE IX. PARTICIPATION PLAN

1. A. RIGHTS AMD RESPONSIBILITIES

: ,

- 2. It shall be the right and responsibility of the administrative staff to
- 3. participate in the development of the educational program and professional
- 4. practices in accordance with the procedures described in Board policy and/
- 5. or rules and regulations. It shall also be the right and responsibility
- 6. of the administrative staff to participate in the development and/or rev-
- 7. ision of policies or rules and regulations or agreements to be negotiated
- 8. which govern the development of the educational program, student, profes-
- 9. sional and non-professional personnel practices, determination of education-
- 10. al materials, and use of school facilities. These policies and rules and
- 11. regulations shall include matters covered in the Board Policy Manual as
- 12. well as any negotiated agreements with other professional groups.
- 13. Since the authority and responsibilities of school administrators are det-
- 14. ermined by state law, Board Policy and rules and regulations, said authority
- 15. and responsibilities are not subject to change through negotiated agree-
- 16. ments with employee groups.
- 17. B. DEFINITION OF PARTICIPATION
- 18. Participation shall mean taking part in a collective development of policies
- 19. through a sharing of ideas, considerations, and concerns. Such participation
- 20. could take place during the fifth Monday of Month Meetings, an appointed
- 21. special committee, and Administration Council Meetings.
- 22. <u>C. NOTIFICATION OF INTENTION TO CHANGE POLICY</u>
- 23. I. The Board shall notify the Association of its intention to change policies
- 24. and/or rules and regulations listed in the Board Policy Manual and other
- 25. items listed in Part A at least thirty (30) calendar days prior to action

- 26. at a public Board meeting. Within ten (10) calendar days of notification,
- 27. the Association shall notify the Board in writing whether or not it wishes
- 28. to meet or consult with the Board on this matter. If a meeting is desired
- 29. by either party, it shall be held at least ten (10) days prior to public
- 30. action.
- 31. 2. Emergency
- 32. In the event that a situation should arise which requires an immediate
- 33. change in policy or the adoption of a new policy the notification dates
- 34. mentioned above shall be nullified. Either party may then request an
- 35. emergency meeting to discuss the situation and to develop a policy state-
- 36. ment for immediate adoption.
- 37. D. PROCEDURE FOR ESTABLISHING CALENDAR
- 38. A committee of five, two members chosen by the South Brunswick School
- 39. Administrators Association and three members chosen by the South Brunswick
- 40. Education Association, will recommend a school calendar for the coming
- 41. school year. One person from the Central Office Administration shall meet
- 42. with the committee as a non-voting consultant. The first meeting will be
- 43. set by the Superintendent before March 1. By the first Monday of April,
- 44. the committee will report its recommendations to the Superintendent of Schools
- 45. for approval. Any change in the recommendations will be discussed with the
- 46. committee by the Superintendent before adoption by the Board of Education.
- 47. The school calendar will be adopted no later than the first regular Board
- 48. Meeting in May.

### ARTICLE X. RIGHTS OF THE BOARD

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

### ARTICLE XI. INSURANCE

- I. The Board of Education shall provide for employee insurance program as
- 2. follows:
- 3. A. Blue Cross Blue Shield Rider J and Major Medical
- 4. B. Dental Insurance employee coverage only effective July 1, 1975 with
- 5. provision that family coverage will be provided effective July 1, 1976 if
- 6. granted to other groups at that time.
- 7. C. Extended disability; Health or Hardship Leave:
- 8. 1. Total Disability
- 9. "Total disability" shall mean one which,
- 10. (a) results from bodily injuries or disease, and
- 11. (b) wholly prevents the employee from engaging in his regular occupation;
- 12. or assuming duties assigned by his superior taking into consideration the
- nature and degree of the disability.
- 14. (c) The employee must be under the care of a physician. The Board may
- 15. require examinations and statements from doctors or its own choosing as
- 16. frequently as it is deemed necessary.
- 17. 2. Eligibility
- 18. (a) Extended total disability benefits shall be payable to all full time
- 19. employees who are on an annual contractual arrangement with the South
- 20. Brunswick School System, regardless of the term of service previously
- 21. performed prior to total disability.
- 22. (b) Benefits shall not be available to any employee who has been notified
- 23. in writing that his services are to be terminated or his contract not re-
- 24. newed, prior to the start of total disability, except as provided in
- 25. paragraph (d) below.

- 26. (c) Benefits shall also not be available to any employee who submits
- 27. his resignation in writing prior to start of his total disability.
- 28. (d) Benefits to an employee whose services are to be terminated by a
- 29. specific date, for whatever reason, and whose total disability preceded
- 30. the notice of termination of such services, shall be paid only to the
- 31. date of such termination provided employee is totally disabled at that
- 32. time.
- 33. (e) A recurrence of the same disability within 180 days of discontinuance
- 34. of benefits shall be considered a continuation of the original disability.
- 35. 3. Benefits
- 36. (a) The amount and duration of such benefits shall be determined by the
- 37. employee's current salary, length of service, and the number of sick days
- 38. utilized prior to the commencement of this benefit.
- 39. (b) The amount of the monthly payments shall be determined in the following
- 40. manner:
- 41. 1. The basic monthly salary shall be computed by dividing the annual salary
- 42. by the number of months the employee is required to perform service,
- 43. as provided in the annual contract.
- 44. 2. Benefit payments shall be increased by 1/2 percent above the basic 50%
- 45. payment for each sick day used after the first thirty calendar days of
- 46. total disability, and prior to the commencement of benefit payments; e.g.
- 47. an employee uses 40 sick days, after the first 30 calendar day waiting
- 48. period, to cover his absence under this program. On the basis of 1/2%
- 49. for each of these days, the percentage factor would be added to the basic
- 50. 50%, or 70%. Employee, in this case, would be entitled to a monthly
- 51. benefit of 70% of his regular monthly contract salary.

- 52. (c) Monthly benefit payments shall not exceed 80% of an employee's
- 53. regular monthly contract salary. (60 or more sick days provides an 80%
- 54. factor.)
- 55. (d) The number of months that benefits shall be payable shall be determined
- 56. by dividing the total number of months of service as an employee by four.
- 57. Benefits shall be payable for a portion of a month.
- 58. (e) In no case shall benefits be payable concurrently with payments
- 59. received by an employee for retirement or disability under the Social
- Security Program or any state employees or teachers pension plan.
- 61. (f) Benefits under this program shall be reduced by the amount of any
- 62. Workmen's Compensation payable.
- 63. 4. Exclusions of Benefits
- 64. (a) Benefits shall not be payable for a disability resulting from:
- 65.Pregnancy
- Disease or bodily injury willfully and intentionally self-inflicted.
- 67. 3. Injury incurred or disease contracted prior to becoming an
- 68. employee of the South Brunswick School System, unless employed
- 69. for more than three years in this system.
- 70. 4. Declared or undeclared war, insurrection, invasion, rebellion,
- 71. revolution, Civil War, or Civil Riot.
- 72. (b) Benefits shall not be payable while a salary is being paid through the
- use of accumulated sick leave.
- 74. 5. Procedure for Applying for Benefits
- 75. (a) An application for total disability benefits under this program must
- 76. be accompanied by a physician's certificate listing the nature of the con-
- 77. dition and the probable length of total disability of the employee.

- 78. (b) An application for total disability shall be submitted only after
- 79. the maximum sick leave days, determined by the employee, have been used
- 80. to cover absence resulting from his total disability.
- 81. (c) An employee need not use all sick leave days toward his absence when
- 82. applying for benefits under this program, but only those days used shall be
- 83. considered in computing the percentage factor for monthly benefits, as des-
- 84. cribed under Item b. of Benefits.
- 85. OFFICIAL LEAVE OF ABSENCE
- 86. The Board shall provide, at the Administrator's expense, for continuance of
- 87. health-care insurance and life insurance during an official leave of absence
- 88. on the terms detailed in the master policies and contracts agreed upon by
- 89. the Board and the Association.
- 90. RETIREMENT COVERAGE
- 91. The Board shall provide, at the Administrator's expense, for continuance
- 92, of health-care insurance after retirement on the terms detailed in the master
- 93. policies and contracts agreed upon by the 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. KNOWLEDGE OF AGREEMENT

- A. UNDERSTANDING OF AGREEMENT
- 2. This Agreement incorporates the entire understanding of the parties on all
- 3. matters which were or could have been the subject of negotiation. During
- 4. the term of this Agreement neither party shall be required to negotiate
- 5. with respect to any such matter whether or not covered by the Agreement
- 6. and whether or not within the knowledge or contemplation of either or both
- 7. of the parties at the time they negotiated or executed this Agreement.
- 8. B. LEGALITY
- 9. Any agreement shall be binding upon the Board and the Association only to
- 10. extent permitted under the laws of the State of New Jersey and the United
- 11. States.

### ARTICLE XIII. DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1975 and shall continue 2. in effect until June 30, 1977, subject to the Association's right to negotiate 3. over a successor agreement as provided in the Negotiations Procedure of Ar-4. ticle V, with the understanding that the dates mentioned there refer to the 5. year immediately preceding the expiration of this contract. It is under-6. stood that such successor rights depend upon the continued certification 7. of the Association as the exclusive bargaining agent for the South Brunswick 8. School District unit set forth in Artic's I, such continued certification 9. being subject to the procedures established by the PUblic Employment Relations 10. Commission of the State of New Jersey. This Agreement shall not be extended 11. orally and it is expressly understood that it shall expire on the date in-12. dicated. 13. In witness whereof the parties hereto have caused this Agreement to be

For the Association:

President

14.

Secretary

For the Board:

signed by their respective presidents, attested by their respective secretaries.

President

ecrétary

Indles