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1976-1978 CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE PRINCETON REGIONAL SCHOOL DISTRICT

AND

THE PRINCETON REGIONAL SCHOOLS MAINTENANCE AND FACILITIES ASSOCIATION

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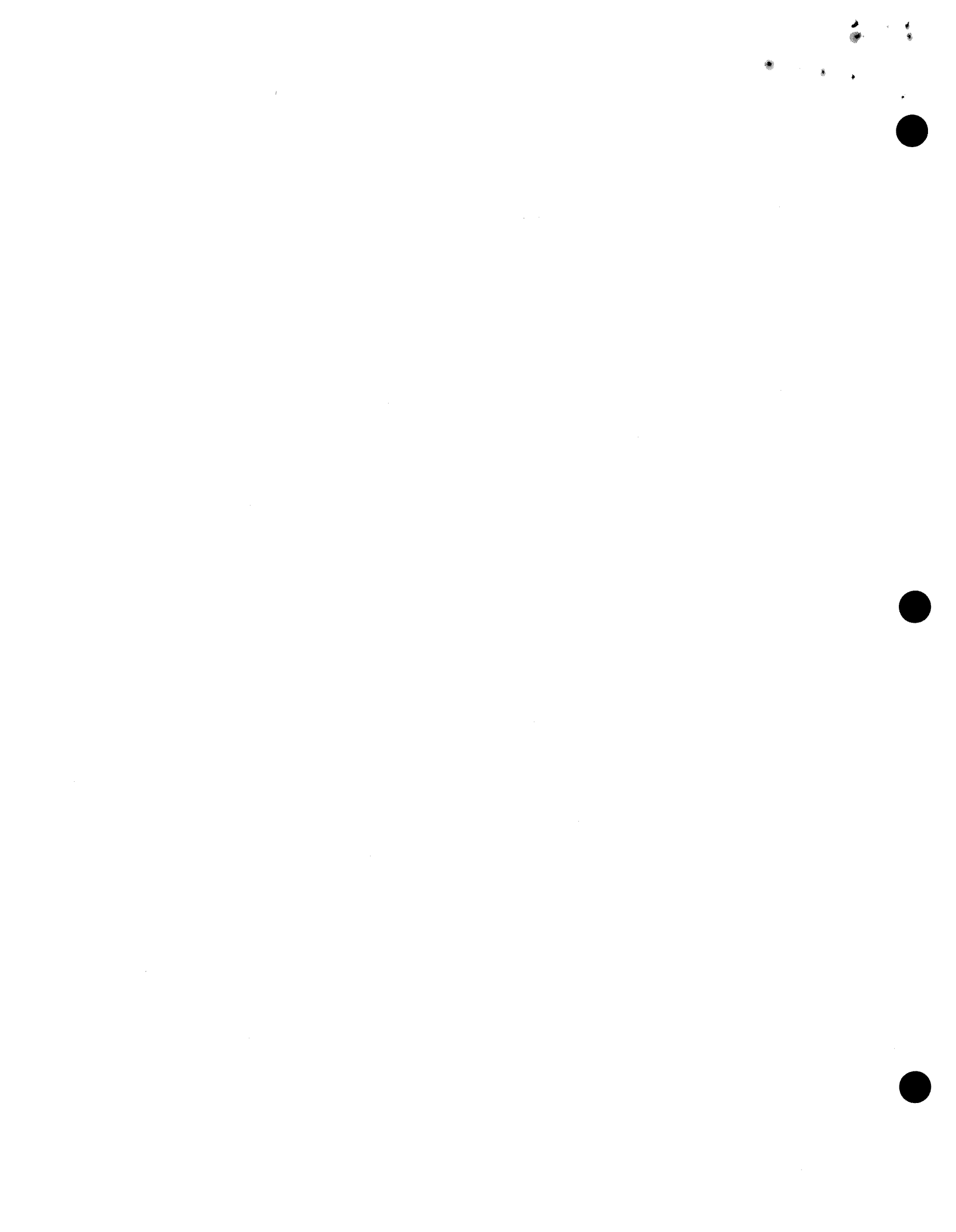
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PREAMBLE

002

002 This Agreement entered into this _____ day of

003 _____, by and between the Board of Education of the

004 Princeton Regional School District, Princeton, New Jersey, hereinafter

004 called the "Board" and the Princeton Regional Schools Maintenance and

005 Facilities Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

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008

008 A. The Board recognizes the Association as the exclusive representa-
009 tive for collective negotiation concerning the terms and condi-
010 tions of employment for the following designated personnel under
011 contract or employed by the Board:

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Supervisors

013

Supervisor Boilermen

013

Principal Carpenter

014

Assistant Supervisor and Chief Mechanic (H.S.)

015

Custodians

016

Custodian Boilermen

017

Custodian Firemen Standby

018

Custodian-Bus Driver

019

Matrons

020

Maintenance Men

022

Painter

023

Carpenter

024 B. Unless otherwise indicated, the term "employee(s)", when used
025 hereinafter in this Agreement, shall refer to all personnel
026 represented by the Association in the negotiating unit as above
027 defined.

027a C. Unless otherwise indicated, references to "Superintendent" when used
027b hereinafter in this Agreement, shall encompass the meaning of "Super-
027c intendent or his designee."

027d D. All gender references or titles of position which indicate gender
027e shall be construed to mean male or female.

ARTICLE 2

GRIEVANCE PROCEDURE

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030

030 A. Definition

031

1. A "grievance" is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

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034

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a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.

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b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.

039

040

041

042

c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:

043

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1. A complaint of an employee which arises by reason of his not being re-employed.

045

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2. A complaint by any employee occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position.

047

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2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-two (22) working days from the time the employee or group of employees knew or should have known of its occurrence.

050

051

052

053

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

054

055

056 B. Purpose

057 The purpose of this procedure is to secure, at the lowest possible
058 level, equitable solutions to the problems which may from time to
059 time arise affecting employees. Both parties agree that these
060 proceedings will be kept as informal and confidential as may be
061 appropriate at any level of the procedure.

062 C. Procedure

- 063 1. Since it is important that grievances be processed as rapidly
064 as possible, the number of days indicated at each level should
065 be considered as a maximum and every effort should be made to
066 expedite the process. The time limits specified may, however,
067 be extended by mutual agreement.
- 068 2. In the event a grievance is filed at such time that it can-
069 not be processed through all the steps in this grievance pro-
070 cedure by the end of the school year, then the time limits
071 set forth herein as working days shall be interpreted as
072 days when the central office is open.
- 073 3. Failure at any step of this procedure to communicate the
074 decision on a grievance within the specified time limits
075 shall permit the aggrieved to proceed to the next step.
- 076 4. Failure at any step of the procedure to appeal a grievance
077 to the next step within the specified time limits shall be
078 considered acceptance of the decision rendered at that step.
- 079 5. The Association may process a grievance through all levels of
080 the grievance procedure even though the aggrieved may not
081 wish to do so.

082 6. Level 1-A - Any employee who has a grievance shall discuss it
083 first with his principal or immediate supervisor in an
084 attempt to resolve the matter.

085 Level 1-B - If, as a result of the discussion, the employee
086 is not satisfied, then he may informally discuss the grievance
087 with the principal and/or the Manager of Facilities Services.

088 Level 2 - If, as a result of the discussion, the matter is
089 not resolved to the satisfaction of the employee within five
090 (5) working days, he shall set forth his grievance in
091 writing to the principal and Manager of Facilities Services,
092 with a copy to the immediate supervisor and the Association
093 specifying:

- 094 a. the matter at issue or in dispute
- 095 b. the reasons given by the supervisor for his decision
- 096 c. counter-arguments of the grievant
- 097 d. the grievant's request

098 The document shall contain all points to be included in the
099 grievance. Facts not contained in the document may be intro-
100 duced at higher levels in the procedure only with the consent
101 of all interested parties.

102 The principal or immediate supervisor shall respond in
103 writing specifically to the points raised by the grievant,
104 introduce any additional reasons for his decision, and con-
105 clude with his reasoned decision within six (6) working days
106 of receipt of the written grievance.

107 Level 3 - The employee, no later than six (6) working days
108 after receipt of the written decision, may appeal the decision
109 to the Superintendent of Schools.

110 The appeal shall be made in writing to the Superintendent
111 with a copy to the Association. The appeal shall include the
112 document submitted by the grievant at Level 2, a copy of the
113 Supervisor's reply, and the reasons for the appeal.

114 The Superintendent or his designee shall hold a hearing with
115 the parties to discuss the written documents and shall attempt
116 to resolve the matter as quickly as possible, but within a
117 period not to exceed ten (10) working days. The Superintendent
118 or his designee shall communicate his decision with reasons
119 in writing to the employee, the principal, Manager of
120 Facilities Services, immediate supervisor, the Association,
121 and other parties in interest within ten (10) working days.

122 Level 4 - If the grievance is not resolved to the employee's
123 satisfaction, he, not later than six (6) working days after
124 receipt of the Superintendent's decision, may request a review
125 by the Board.

126 The request shall be submitted in writing through the Secretary
127 to the Board. It shall include reasons for requesting the
128 review of the Superintendent's decision. The Secretary to
129 the Board shall request all related papers from the Superinten-
130 dent and forward them to the Board.

131 The Board, or a committee thereof, shall review the grievance
132 and in the case of a grievance which does not relate to a mat-
133 ter specifically part of this Agreement, shall hold a hearing
134 with the employee and render a decision with reasons in writing
135 to the employee and the Association within twenty-two (22)
136 working days of receipt of the grievance by the Board.

137 If the grievance relates to a matter specifically part of this
138 Agreement, the Board, at its option, may hold a hearing with

139 the employee. The Board shall render a decision with reasons
140 in writing to the employee and the Association within twenty-
141 two (22) working days of receipt of the grievance by the Board.
142 The Board shall notify the employee, the Association, and the
143 other parties in interest in writing of its decision not to
144 hold a hearing no later than ten (10) working days after
145 receipt of the grievance by the Board.

146 Level 5-A - If the decision of the Board does not resolve the
147 grievance to the satisfaction of the Association and the
148 Association wishes review by an arbitrator for a grievance
149 over the interpretation, application, or violation of this
150 Agreement, the Association shall so notify the Board through
151 the Secretary to the Board within ten (10) working days of
152 receipt of the Board's decision.

153 Level 5-B

- 154 a. The following procedure will be used to secure the ser-
155 vices of an arbitrator:
- 156 1. The Association shall request the American Arbitra-
157 tion Association (A.A.A.) to submit a roster of persons
158 qualified to function as an arbitrator in the dispute
159 in question.
 - 160 2. If the parties are unable to determine a mutually
161 satisfactory arbitrator from the submitted list, they
162 will request the A.A.A. to submit a second roster of
163 names.
 - 164 3. If the parties are unable to determine a mutually
165 satisfactory arbitrator from the second submitted list
166 within ten (10) working days of the initial request
167 for arbitration, the A.A.A. may be requested by either

168 party to designate an arbitrator. The parties shall
169 then be bound by the rules and procedures of the
170 American Arbitration Association in the selection of
171 an arbitrator.

172 b. The arbitrator so selected shall confer with the repre-
173 sentatives of the Association and the Board, and shall
174 hold hearings promptly, and shall issue his decision not
175 later than twenty (20) days from the date of the close of
176 the hearings, or, if oral hearings have been waived, then
177 he shall issue his decision not later than twenty (20)
178 days from the date on which the final statements and
179 proofs on the issues are submitted to him. The arbitra-
180 tor's decision shall be in writing and shall set forth
181 his finds of fact, reasoning and conclusions on the issues
182 submitted. The arbitrator shall be without power or autho-
183 rity to make any decision which requires the commission
184 of an act prohibited by law or which is violative of the
185 terms of this Agreement. The decision of the arbitrator
186 shall be submitted to the Board and the Association and
187 shall be binding on the parties.

188 c. Only the aggrieved, the Association and the Board shall
189 be given copies of the arbitrator's decision.

190 d. The Association and the Board shall be responsible for
191 all costs incurred by each and only the fee and expenses
192 of the arbitrator shall be shared by each party paying
193 one-half.

194 D. Rights of employees to representation

- 195 1. Any aggrieved person may be represented at all stages of the
196 grievance procedure by himself or, at his option, by a repre-
197 sentative selected or approved by the Association.
- 198 2. When an employee is not represented by the Association in the
199 processing of a grievance, the Association shall be notified
200 that the grievance is in process at the time of submission of
201 the grievance in writing. The Association shall have the
202 right to be present and present its position at all hearing
203 sessions held concerning the grievance and shall receive a
204 copy of all decisions rendered.
- 205 3. The Board and the Association shall assure all parties to a
206 grievance freedom from restraint, interference, coercion,
207 discrimination or reprisal in following the grievance pro-
208 cedure.

209 E. Miscellaneous

- 210 1. If, in the judgment of the Association, a grievance origi-
211 nates above the level of principal, it may be submitted in
212 writing by the Association directly to the Superintendent,
213 and the processing of such grievance shall be commenced at
214 Level 3.
- 215 2. All documents, communications, and records dealing with the
216 processing of a grievance shall be filed in a separate
217 grievance file and shall not be kept in the personnel file of
218 any of the participants.
- 219 3. Forms for filing grievances shall be prepared jointly by the
220 Superintendent or his designee and the Association and given
221 appropriate distribution so as to facilitate operation of the
222 grievance procedure.

- 223 4. All meetings and hearings under this procedure shall be con-
224 ducted privately and shall include only such parties in
225 interest and their designated or selected representatives
226 heretofore referred to in the ARTICLE.
- 227 5. In rendering decisions, the Superintendent's designee shall
228 not be a party in interest.

ARTICLE 3

EMPLOYEE RIGHTS AND PRIVILEGES

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231

231 A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees
232 that every member of the Association shall have and shall be pro-
233 tected in the exercise of the right, freely and without fear of
234 penalty or reprisal, to form, join and support the Association and
235 its affiliates for the purpose of engaging in collective negotia-
236 tions. The Board further agrees that it shall not discriminate
237 against any employee with respect to hours, wages, or any terms or
238 conditions of employment by reason of his membership in the Associa-
239 tion and its affiliates, his participation in any activities of the
240 Association and its affiliates, collective negotiations with the
241 Board, or his institution of any grievance, complaint or proceeding
242 under this Agreement or otherwise with respect to any terms or condi-
243 tions of employment.

244 B. Nothing contained herein shall be construed to deny or restrict to
245 any employee such rights or to relieve him from such obligations as
246 he may have under New Jersey School Laws.

247 C. No employee shall be disciplined, reprimanded, denied any employment
248 advantage or reduced in compensation without just cause. Any such
249 action asserted by the Board, or any agent or representative thereof,
250 shall not be made public and shall be subject to the grievance pro-
001 cedure herein set forth.

002 D. Whenever any employee is required to appear before the Superinten-
003 dent, Board, or any committee or member thereof concerning any mat-
004 ter which could adversely affect the continuation of that employee
005 in his position, employment, or salary or any increments pertaining

006 thereto, then he shall be given prior written notice of the reasons
007 for such meeting or interview and shall be entitled to have a repre-
008 sentative of the Association present to advise him and represent him
009 during such meeting or interview.

ARTICLE 4

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011

ASSOCIATION RIGHTS AND PRIVILEGES

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A. The Board agrees to furnish to the Association a copy of agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools, one copy of names and addresses of all employees covered by the unit, and, in response to reasonable requests from time to time, available public information concerning the school district which the Association may require. Nothing contained herein shall impose any obligation upon the Board to disclose any information which may be classified as privileged and/or confidential.

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B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, he shall suffer no loss in pay.

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C. The Association and its representatives may be permitted to use school buildings at reasonable hours for meetings. The principal of the building in question shall give approval in advance to the time and place of all such meetings, and such approval shall not be unreasonably withheld.

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D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organization(s) representing any portion of the unit.

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ARTICLE 5

FACILITIES SERVICES COUNCIL

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035 A. The parties agree to establish a Facilities Services Council to con-
036 sist of three members designated by the Association, at least one
037 of whom shall be a supervisor, and at least one member, but not
038 more than three, appointed by the Superintendent of Schools or his
039 designee to study matters of concern to the maintenance and custo-
040 dial staff.

041 B. Any parties mutually agreed to may be invited to attend a meeting
042 or meetings of the Council.

043 C. The Council shall meet regularly except when such meetings shall
044 be postponed or cancelled by mutual agreement.

045 D. The Council shall establish its own procedures.

046 E. The function of the Council is to recommend to the Superintendent
047 or his designee items for consideration concerning policies and
048 practices, subject to fiscal and legal limitations. The Council
049 shall meet in joint effort to promote harmonious working conditions
050 and increase morale. Areas for consideration may include, but not
051 be limited to, facilities and equipment needs, job descriptions, and
052 other working conditions.

053 F. The Facilities Services Council is directed to discuss and make
054 recommendations to the Superintendent concerning the deployment
055 of the total work force and the exploration of the possible use
056 of substitutes when vacancies occur through attrition.

ARTICLE 6

LEAVES OF ABSENCE

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060 A. Sick Leave

061

1. All employees shall be entitled to fourteen (14) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day.

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2. All unused sick leave days shall be accumulated from year to year, with no maximum accumulated limit.

065

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3. No later than December 1, employees shall be notified of their accumulated sick leave days as of June 30. In case of emergency, such as prolonged illness, the Superintendent will supply the information to the individual employee on request.

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068 B. Temporary Leaves

069

1. As of the beginning of the contract year, employees shall be entitled to a maximum of two (2) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request.

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2. Five days' leave of absence without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents and wife's parents.

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3. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) days.

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081 4. One day's leave of absence without loss of pay may be granted
082 upon request to attend the funeral of a relative or a close
083 friend.

084 5. Five days' leave of absence without loss of pay may be granted
085 upon request to care for a member of the immediate family who
086 is ill.

087 6. Leave of absence without loss of pay to attend religious ser-
088 vices will be granted upon request.

089 7. Three (3) days' leave of absence without loss of pay may be
090 granted for the purpose of marriage and honeymoon or up to two
091 (2) days for the purpose of attending the marriage of a member
092 of the immediate family.

093 9. Other leaves of absence without loss of pay may be granted by
094 the Board for good reason.

095 10. Leaves taken pursuant to Section I above shall be in addition
096 to any sick leave to which the employee is entitled.

097 C. Extended Leaves

098 1. A maternity leave of absence with pay will be granted according
099 to established policy and practice, and its provisions must
100 conform to the spirit of decisions by the Civil Rights Divi-
101 sion and the courts.

102 2. Any female employee adopting an infant child shall receive
103 similar leave which shall commence upon her receiving de facto
104 custody of said infant, or earlier if necessary to fulfill the
105 requirements for the adoption.

- 106 3. a. Brief leaves of absence without loss of pay will be
107 granted annually to personnel required to perform short
108 periods of military duty annually, pursuant to Section
109 38:23-1 of the New Jersey Statutes. A copy of the mili-
110 tary orders shall be filed with the Secretary to the Board.
111 b. Leaves of absence for military duty for an extended period
112 of time without pay will be granted upon request and upon
113 filing a copy of the military orders with the Secretary
114 to the Board. An extended leave must be renewed annually
115 if it extends beyond the end of one school year. An
116 extended period is defined as any period longer than
117 ninety (90) days.
- 118 4. A leave of absence without pay of up to one (1) year may be
119 granted for the purpose of caring for a sick member of the
120 employee's immediate family. Additional leave may be granted
121 at the discretion of the Board.
- 122 5. Other leaves of absence without pay may be granted by the Board
123 for good reason.
- 124 6. All applications and responses for leaves shall be presented
125 in writing on forms provided.

ARTICLE 7

PROTECTION OF EMPLOYEES

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128 A. As specified in 18A:6-1, an employee may, within the scope of his
129 employment, use and apply such amount of force as is reasonable and
130 necessary: to quell a disturbance threatening physical injury to
131 others; to obtain possession of weapons or other dangerous objects
132 upon the person or within the control of the pupil; for the purpose
133 of self-defense; and for the protection of persons or property.

134 B. Whenever any charge is brought against an employee before the
135 Commissioner of Education of the State of New Jersey which may
136 affect his employment or salary status, the Board shall reimburse
137 him for the cost of his defense if the action is dismissed, or
138 results in a final decision in favor of the employee. Financial
139 support shall be limited to reasonable legal fees.

140 C. 1. The Board shall give full support including legal and other
141 assistance for assault upon the employee while acting in the
142 discharge of this duties. Financial support shall be limited
143 to reasonable legal fees.

144 2. When absence arises out of or from such assault or injury, the
145 employee shall be entitled to full salary and other benefits as
146 provided by law for the period of such absence, but shall not
147 forfeit any sick leave or personal leave. Full salary will be
148 computed as follows:

149 a. Workmen's compensation payments.

150 b. Salary differential paid by the Board.

- 151 D. 1. Employees shall immediately report cases of assault suffered
152 by them in connection with their employment to their principal
153 or immediate supervisor, and to the Association.
- 154 2. Such notification shall be immediately forwarded to the Super-
155 intendent, who shall comply with any reasonable request from
156 the employee for information concerning the incident or the
157 persons involved, and shall act in appropriate ways as liaison
158 between the employee, the police, and the courts.
- 159 E. 1. Employees shall not be required to perform duties inconsistent
160 with their general job description.
- 161 2. In performing their daily duties, emergencies shall not consti-
162 tute a violation of the above.
- 163 F. Safety goggles shall be provided for use on jobs which the Super-
164 intendent or his designee designates as hazardous. If the Super-
165 intendent or his designee determines that an employee's regularly
166 assigned duties frequently expose him to the risk of eye injury,
167 he may authorize payment of up to twenty-five dollars (\$25) towards
168 the purchase of prescription safety glasses.

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ARTICLE 8

170

PERSONAL FREEDOM

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171 The personal life of an employee is not an appropriate concern or
172 attention of the Board except as it may directly or indirectly prevent
173 the employee from performing his assigned functions during the work day.

ARTICLE 9

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174

PROMOTIONS, VOLUNTARY TRANSFERS AND REASSIGNMENTS

175

175 A. Opportunity will be given to any employee meeting qualifications as
176 prescribed to apply for and receive fair consideration for any posi-
176 tion which becomes vacant.

177 B. Notice of any vacancy will be publicized throughout the membership
178 of the Association within six (6) working days of the known vacancy;
179 such circularization shall continue in effect for three (3) working
180 days. Applications in writing will be accepted from within and
180 without the school system.

181 C. All candidates meeting basic requirements will be eligible to apply
182 for the position-vacancy and will be given an opportunity for an
183 interview. The administration reserves the right to request from
184 the applicant any pertinent information deemed necessary to fairly
185 evaluate the qualifications of the applicant and may include tests
186 of proficiency on equipment related to the position-vacancy.
187 In filling such vacancies, consideration shall be given to qualified
188 employees already employed by the Board. Consideration will also be
188 given to seniority in the Princeton Regional School District. The
189 Association President shall be notified concerning those who have
189 applied.

001 D. Custodians, Custodian Boilerman, Custodian Firemen Standby,
002 Custodian-Bus Drivers, Matrons, and Maintenance Men hired from
003 outside the school system shall be employed at a Step no higher
004 than two (2) steps below the mid-level salary on the
005 salary guide, except after consultation with the Facilities
006 Services Council and with the approval of the Superintendent.

190 E. In the determination of requests for voluntary reassignment and/or
191 transfer, the wishes of the individual employee shall be honored to
192 the extent that the transfer does not conflict with the best interests
193 of the school system, and no such request shall be denied arbitrarily
193 or capriciously.

ARTICLE 10

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194

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

195

195 A. Notice of an involuntary transfer or reassignment shall be given to
195 the employee as soon as practicable.

196 B. When an involuntary transfer or reassignment is necessary, an
197 employee's area of competence and other relevant factors shall be
198 considered in determining which employee is to be transferred or
198 reassigned.

199 C. An involuntary transfer or reassignment shall be made only after a
200 meeting between the employee involved and the appropriate super-
201 visor, at which time the employee shall be notified in writing of
201 the reason thereof.

ARTICLE 11

REDUCTION IN RANK OR JOB CLASSIFICATION

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203 A. Employees shall not be reduced in rank or job classification without
203 just cause.

204 B. Any employee reduced in rank or job classification, regardless of
205 compensation, may request and receive from the Superintendent or his
206 designee reasons for such reduction. Requests shall be made within
207 fifteen (15) working days of either the effective date of reduction
208 in rank or job classification, or of the date on which the employee
208 was formally notified.

210 C. Any reduction in rank or job classification, regardless of compensa-
210 tion, shall be subject to the grievance procedure.

ARTICLE 12

EMPLOYMENT TERMINATION PROCEDURES

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212

212 A. Non-Tenure Dismissal

212 1. Date

213 On or before April 30 of each year, the Board shall give to
213 each non-tenure employee either:

214 a. A written offer of a contract for employment for the next
215 succeeding contract year with such changes in salary and
216 benefits as may be required by law or agreement between
216 the Board and the Association, or

217 b. A written notice that such employment shall not be offered.

218 2. Reasons

218 Any non-tenure employee who receives a notice of nonemployment
219 may within five (5) working days thereafter, in writing, request
220 a statement of reasons for such nonemployment from the supervi-
221 sor who did not recommend his re-employment, which statement
222 shall be given to the employee in writing within five (5)
222 working days after receipt of such request.

223 3. A non-tenure employee, no later than six (6) working days
224 after receipt of the supervisor's decision, may appeal the deci-
224 sion to the Superintendent.

225 4. The appeal shall be made in writing with a copy to the Associa-
226 tion. It shall include a copy of the supervisor's evaluation
226 as well as the reasons for the appeal.

227 5. The Superintendent or his designee shall meet with the parties
228 to discuss the written documents and shall attempt to resolve

229 the matter as quickly as possible, but within a period not to
230 exceed ten (10) working days. The Superintendent or his desig-
231 nee shall communicate his decision with reasons in writing to
231 the employee, the supervisor and the Association.

232 B. Termination Pay

232 A terminated employee shall receive two weeks notice of termination
233 or two weeks pay in lieu of notice, plus accumulated vacation pay
233 based on the proportion of full months worked in the contract year.

234 C Resignation

- 234 1. An employee who is resigning from his position shall give the
234 normal two weeks notice. The resignation may be in writing by
235 the employee or a written certification by the supervisor.
- 235 2. Earned vacation shall be paid according to the proportion of
236 full months worked to the total contract year, unless proper
236 notice has not been given.
- 237 3. If the full two weeks notice is not given, earned vacation
238 shall be paid only in the same proportion as the amount of
239 notice actually given. For this purpose, ten full working days
240 shall be used in calculating the amount of notice given by the
240 employee.

007 D. Reduction in Force

- 008 1. Definition - A reduction in force shall be deemed to have taken
009 place when the Board of Education, through the Superintendent,
010 has determined that the number of district employees covered by
011 this employee unit shall be reduced by laying off employees.
- 011a The outlined procedures are effective only when a reduction in
011b force has been authorized by the Board of Education.

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2. Seniority

- a. Seniority shall be based on uninterrupted service from the first day of work in that period.
- b. Non-tenured employees within each job classification shall be laid off first.
- c. If tenured employees must be laid off, those with least seniority in the classification shall be terminated, provided the remaining employees can fulfill the job requirements.
- d. If an employee must transfer to a position with a lower guide, he shall be given credit for no less than one Step for each year of employment within the system.

3. Procedure

- a. If a reduction in force is scheduled by the Board of Education, the Association shall be so notified in writing by the Superintendent or his designee.
- b. The Superintendent or his designee shall consult with the Facilities Services Council to discuss an orderly procedure for effecting the reduction.
- c. The Facilities Services Council shall receive a list of employees in each classification who might be affected by the reduction.
- d. A schedule of job assignments for the reduced force shall be prepared by the Superintendent or his designee and reviewed with the Facilities Services Council.
- e. Tenured employees who are laid off shall be recalled if an opening occurs in the classification within one hundred eighty (180) days of the termination date. A recall must be accepted within ten (10) days.
- f. During the temporary period of implementing a force reduction, if provisions of this ARTICLE conflict with provisions of other ARTICLES, this ARTICLE shall prevail.

ARTICLE 13

WORK SCHEDULE

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242 A. Work Hours

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008 B. Call Time and Overtime

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1. Schedule Posting - Work schedules showing the employees' shifts, work days, and hours shall be posted by the supervisor in each school.

2. Work Shift - Eight hours of work, exclusive of a 60-minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of ARTICLE 10 of this Agreement.

3. Work Week - A work week shall be considered the days Monday through Friday unless a specific position is defined otherwise. Any change in a work week shall be by mutual consent between the employee and the Superintendent.

4. Clean-up Period - Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.

1. Any employee called to return to work outside of his regular scheduled shift shall be paid a minimum of two hours.
2. Overtime shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the forty hours, the following shall count as eight-hour (8-hour) days:

- 015 a. Holidays
- 016 b. Paid sick days
- 017 c. Paid personal days
- 018 d. Paid vacation days
- 019 e. Other approved paid leaves
- 020 Unapproved absences shall not receive credit for overtime
- 021 purposes.
- 022 3. Emergency call-in work on Saturdays, Sundays, or scheduled holidays
- 023 which is required as the result of a fire, flood, vandalism or
- 024 snow removal shall be paid at double the hourly rate.
- 025 C. Vacation Schedule
- 026 1. Vacation eligibility shall be determined as of July 1 of each
- 027 year.
- 028 2. Vacation times shall be scheduled to coordinate with the work
- 029 schedule and shall be subject to the approval of the immediate
- 030 supervisor. Such approval shall not be arbitrarily withheld.
- 031 3. Employees shall be eligible for vacations on the following
- 032 basis:
- 033 a. First year personnel - one working day for each full month
- 034 of service up to a maximum of ten (10) working days.
- 035 b. Over one year but less than five (5) years of service -
- 036 ten (10) working days.
- 037 c. Over five (5) years, but less than ten (10) years of ser-
- 038 vice - fifteen (15) working days.
- 039 d. Over ten (10) years of service, twenty-two (22) working days.
- 040 4. Holidays falling within an employee's vacation period shall not
- 041 be counted as a vacation day.

042 D. Holiday Schedule

- 043 1. All holidays are scheduled on the premise that the buildings
044 will be closed. If the buildings are open on any of the listed
045 holidays, up to three (3) days of compensating days off (on a
046 day-to-day basis) shall be granted to those who work on those
047 days so that all employees receive a total of eighteen (18)
048 holidays: if more than three (3) days are required, compensa-
049 tion shall be paid at the time and one-half rate. Every effort
050 shall be made to schedule the compensating day at the convenience
051 of the employee; to cover the buildings, on the listed day,
052 supervisors shall request volunteers first, after which seniority
053 will be the determining factor.
- 054 2. A total of eighteen (18) holidays during the contract year shall
055 be scheduled after the academic calendar has been approved by
056 the Board.

059

ARTICLE 14

060

INSURANCE PROTECTION

061

061 A. The Board shall carry master insurance contracts which shall make
062 hospital-surgical and major medical protection available to each
063 employee.

064 B. The overall contract provisions shall be at least equivalent to
065 those of the master contracts which are on file in the Valley Road
066 Administration Building, as follows:

067 1. Blue Cross/Blue Shield coverage, including Rider J, prevailing
068 fee, and \$0.50 Co-Pay Prescription Program, as detailed in
069 Hospital Service Plan of New Jersey Contract #99225 dated July
070 1, 1973.

071 2. Major Medical Contract #GT14779 dated July 1, 1971, Prudential
072 Insurance Company of America.

073 C. For employees who enroll, the Board shall pay the premiums, including
074 family coverage where applicable.

075 D. It shall be the employee's responsibility to enroll in and revise
076 his medical program coverage in accordance with the needs of his
077 family.

078 E. Employees who retire on or after June 30, 1971, shall have the
079 privilege of being covered under the Major Medical Contract on pay-
080 ment of the appropriate premium.

081 F. Individuals on leave without pay have the privilege of being covered
082 under the group plans on payment of the appropriate premiums.

083 G. Any contemplated change in the carrier shall be discussed
084 and agreed to by the Board and the Association.

ARTICLE 15

CONDITIONS OF EMPLOYMENT

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087 A. Custodians hired after ratification of this contract shall obtain a
088 Black Seal License within one (1) year from the hiring date.

089 B. On the recommendation of the Supervisor, the Manager of Facilities
090 Services may grant two extensions of six (6) months each. With the
091 consent of the Business Administrator, he may waive the requirement.

092 C. The Board shall reimburse the custodians for costs incurred in
093 obtaining the license.

050 D. Custodian-Bus Driver - Upon obtaining the appropriate bus driver's
051 license, the Board shall reimburse the employee appointed to the
052 position for costs incurred in obtaining the license. The annual
053 physical examination required for licensing shall be provided by
054 the school physician, but an employee may elect to be examined by
055 his own physician at his personal expense.

ARTICLE 16

SALARIES

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096 A. The salaries of all employees covered by this Agreement are set
097 forth in Schedule A which is attached hereto and made a part thereof.

098 B. Pay dates shall be on the fifteenth (15th) and the last day of the
099 month unless either date falls on a weekend, holiday, or scheduled
100 school closing, at which time pay checks will be issued on the last
101 regular work day prior to the weekend, etc.

102 C. All employees shall be given written notice of their salary sched-
103 ules for the forthcoming year not later than June 1, or ten (10)
104 working days after ratification of this Agreement, whichever comes
105 later. Each employee shall be placed on the next step of the salary
106 schedule as of the beginning of the contract year, except that an
107 increment may be withheld for just cause.

108 D. Specific Salary Provisions

109 1. Supervisors - Based on size of building, age of building,
110 age level of children within the building, and other factors,
111 supervisors shall receive compensation based on the guide
112 salary for Custodian (#2) plus a Supervisor Differential for
113 each building as listed on Schedule A, Paragraph 4.

041 2. Principal Carpenter - Compensation for this position shall be
042 composed of the guide salary for Carpenter plus the amount
043 stipulated in Schedule A, Paragraph 6.

114 3. Assistant Supervisor and Chief Mechanic (Princeton High School) -
115 Compensation for this position shall be composed of the guide
116 salary for Custodian plus the amount stipulated in Schedule A,
117 Paragraph 5. If the incumbent is also a Boilerman, the base
118 shall include the compensation for Boilerman.

- 119 4. Night Premium - The amount per hour indicated on Schedule A,
120 Paragraph 9, shall be paid to employees who are scheduled to
121 work on the night shift. This amount shall be paid only for hours
122 worked on the night shift by employees assigned to the night shift.
123 It shall not be paid for holiday time. Employees assigned to
124 the day shift shall not be eligible to receive night premium
125 for work performed during evening hours.
- 126 5. Boilermen - Employees assigned as Boilermen shall hold Black
127 Seal Licenses. The additional pay indicated on the guide shown
128 in Schedule A, Paragraph 2, is to compensate the employee for
129 assuming the responsibility of the boiler operation.
- 130 6. Fireman-Standby - Employees assigned as Fireman-Standby shall
131 hold Black Seal Licenses. The additional pay received in
132 accordance with Schedule A, Paragraph 1, is to compensate him
133 for assuming the Boilerman's duties, including the weekend and
134 holiday check-ups, when the Boilerman is ill or unable to perform.
- 044 7. Custodian-Bus Driver - Compensation for this position shall
045 be composed of the guide salary for Custodian (#2) plus the
046 amount stipulated in Schedule A, Paragraph 3.
- 135 E. Tenure - All employees who have completed three years of service
136 as of July 1, 1970, shall be considered to have tenure. The annual
137 appointments shall be made for a fixed term terminating on June 30
138 of each contract year, but an employee who shall have completed 36
139 months of continuous satisfactory employment from the effective
140 date of his appointment shall receive tenure.

ARTICLE 17

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BOARD RIGHTS AND RESPONSIBILITIES

143

143 A. The Board, on its own behalf and on behalf of the electors of the
144 District, hereby retains and reserves unto itself all powers,
145 rights, authority, duties and responsibilities conferred upon and
146 vested in it by the laws and the Constitution of the State of New
147 Jersey and of the United States, including all decisional law and
148 rules and regulations of the State Department of Education and
149 Commissioner of Education of the State of New Jersey.

150 B. The exercise of the foregoing powers, rights, authority, duties
151 and responsibilities of the Board, the adoption of policies, rules,
152 regulations and practices in furtherance thereof, and the use of
153 judgment and discretion in connection therewith shall be limited
154 only by the specific and express terms of this Agreement and then
155 only to the extent such specific and express terms hereof are in
156 conformance with the Constitution and laws of New Jersey and of
157 the United States.

158 C. Nothing contained herein shall be construed to deny or restrict the
159 Board of its rights, responsibilities, and authority under New
160 Jersey Statutes Title 18A, Education, or any other national, state,
161 county, district, or local laws or regulations as they pertain to
162 education.

163

ARTICLE 18

164

SEPARABILITY AND SAVINGS

165

165 If any provision of this Agreement or any application of this Agreement
166 to any employee or group of employees is held to be contrary to law, then
167 such provision or application shall not be deemed valid and subsisting,
168 except to the extent permitted by law, but all other provisions or applica-
169 tions shall continue in full force and effect.

ARTICLE 19

FULLY-BARGAINED PROVISIONS

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172 A. This Agreement incorporates the entire understanding of the parties
173 on all matters which were or could have been the subject of negotia-
174 tions. During the term of this Agreement neither party shall be
175 required to negotiate with respect to any other matter, whether or
176 not covered by this Agreement or whether or not within the knowledge
177 or contemplation of either or both of the parties at the time they
178 negotiated or executed this Agreement, except as required by
179 Chapter 303 Public Laws 1968.

180 B. This Agreement shall not be modified in whole or in part by the
181 parties, except by an instrument in writing duly executed by both
182 parties.

ARTICLE 20

NEGOTIATION PROCEDURES

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185 A. Negotiations

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200 B.

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1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
 2. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate Resolution of the Board.
 3. Before adopting a ratifying resolution or signing an Agreement, the Board reserves the right to request a written certification, signed by an appropriate officer of the Association, that the Association has duly ratified the Agreement.
- This Agreement shall not be modified, in whole or in part, by the parties, except by an instrument in writing duly executed by both parties.

208

209

MISCELLANEOUS PROVISIONS

210

210 A. This Agreement shall be construed as Board policy for the term of
211 said Agreement, and the Board shall carry out the commitments con-
212 tained herein and give them full force and effect as Board policy,
213 subject to the legal authority and duty of the Board to change
214 policies when necessary in the public interest but consistent with
215 the New Jersey statutes on collective negotiations.

216 B. Any individual contract between the Board and individual employee,
217 heretofore or hereafter executed, shall be subject to and consistent
218 with the terms and conditions of this Agreement. If an individual
219 contract contains any language inconsistent with this Agreement,
220 this Agreement, during its duration, shall be controlling.

221 C. Copies of this Agreement shall be provided at the expense of the
222 Board within thirty (30) days after the Agreement is signed and
223 presented to all employees now employed or hereafter employed.

224 D. Deductions from Salary

225 1. The Board agrees to deduct from the salaries of its employees
226 dues for the Princeton Regional School Maintenance and Facilities
227 Association, the Mercer County Education Association, the New
228 Jersey Education Association, or any one or any combination of
229 such associations as said employees individually and voluntarily
230 authorize the Board to deduct. Such deductions shall be made
231 in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:
232 14-15-9e) and under rules established by the State Department
233 of Education. Said monies together with records of any correc-

234 tions shall be transmitted to the treasurer of the Princeton
235 Regional Schools Maintenance and Facilities Association by the
236 15th of each month following the monthly pay period in which
237 deductions were made. The Association treasurer shall disburse
238 such monies to the appropriate association or associations.

239 2. Each of the associations named above shall certify to the
240 Board, in writing, the current rate of its membership dues.
241 Any Association which shall change the rate of its membership
242 dues shall give the Board written notice prior to the effec-
243 tive date of such change.

244 E. Payment will be provided by the Board for the cost of courses or
245 other training sessions which an employee is required and/or
246 requested by his supervisor to take.

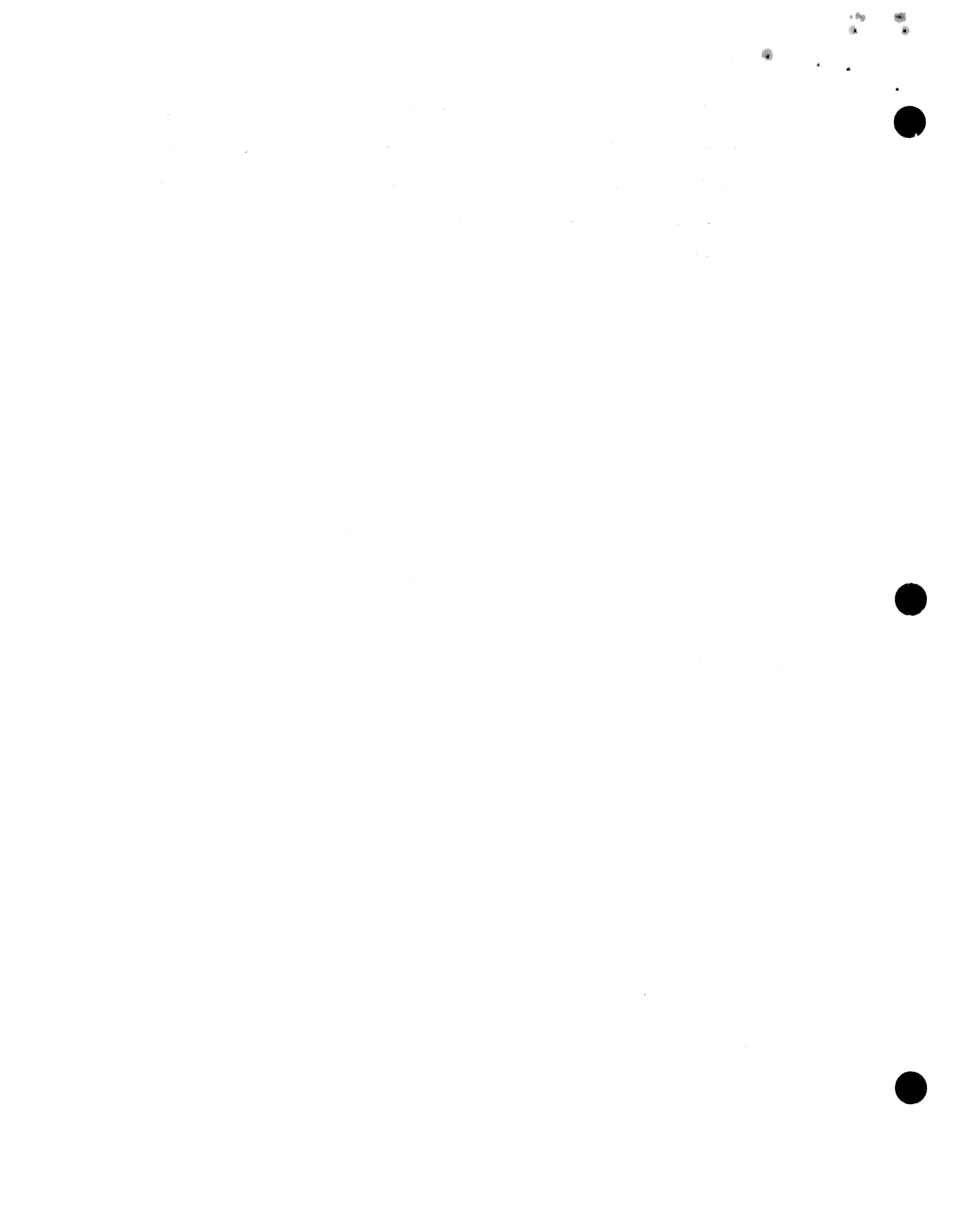
247 F. Whenever any notice is required to be given by either of the
248 parties to this Agreement to the other, pursuant to the provisions
249 of this Agreement, either party shall do so by telegram, registered
250 letter, or certified letter at the following addresses:

251 1. If by the Association, to the Board at:

252 Princeton Regional Board of Education
253 c/o Secretary to the Board
254 Valley Road Building
255 Post Office Box 711
256 Princeton, New Jersey 08540

257 2. If by the Board, to the Association at
258 President of PRSMFA
259 at the appropriate building

259a G. If the successor Agreement is ratified by the Association after
259b June 15 of the ending year of this Agreement, and the Board has
259c authorized the payment of salaries, actual payment may be delayed
259d if authorization is not received in time to meet the regular
259e payroll schedule.



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ARTICLE 22

261

DURATION OF AGREEMENT

262

262 A. This Agreement shall be effective as of July 1, 1976, and shall
 263 continue in effect until June 30, 1978. This Agreement shall not
 264 be extended orally and it is expressly understood that it shall
 265 expire on the date indicated, unless it is extended in writing.

266 B. In witness whereof the parties hereto have caused this Agreement
 267 to be signed by their respective presidents, attested by their
 268 respective secretaries, and their corporate seals to be placed
 269 hereon, all on the day and year first above written.

270

270 PRINCETON REGIONAL SCHOOLS
 271 MAINTENANCE AND FACILITIES
 272 ASSOCIATION

BOARD OF EDUCATION OF THE
 PRINCETON REGIONAL SCHOOL
 DISTRICT

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274

President

President

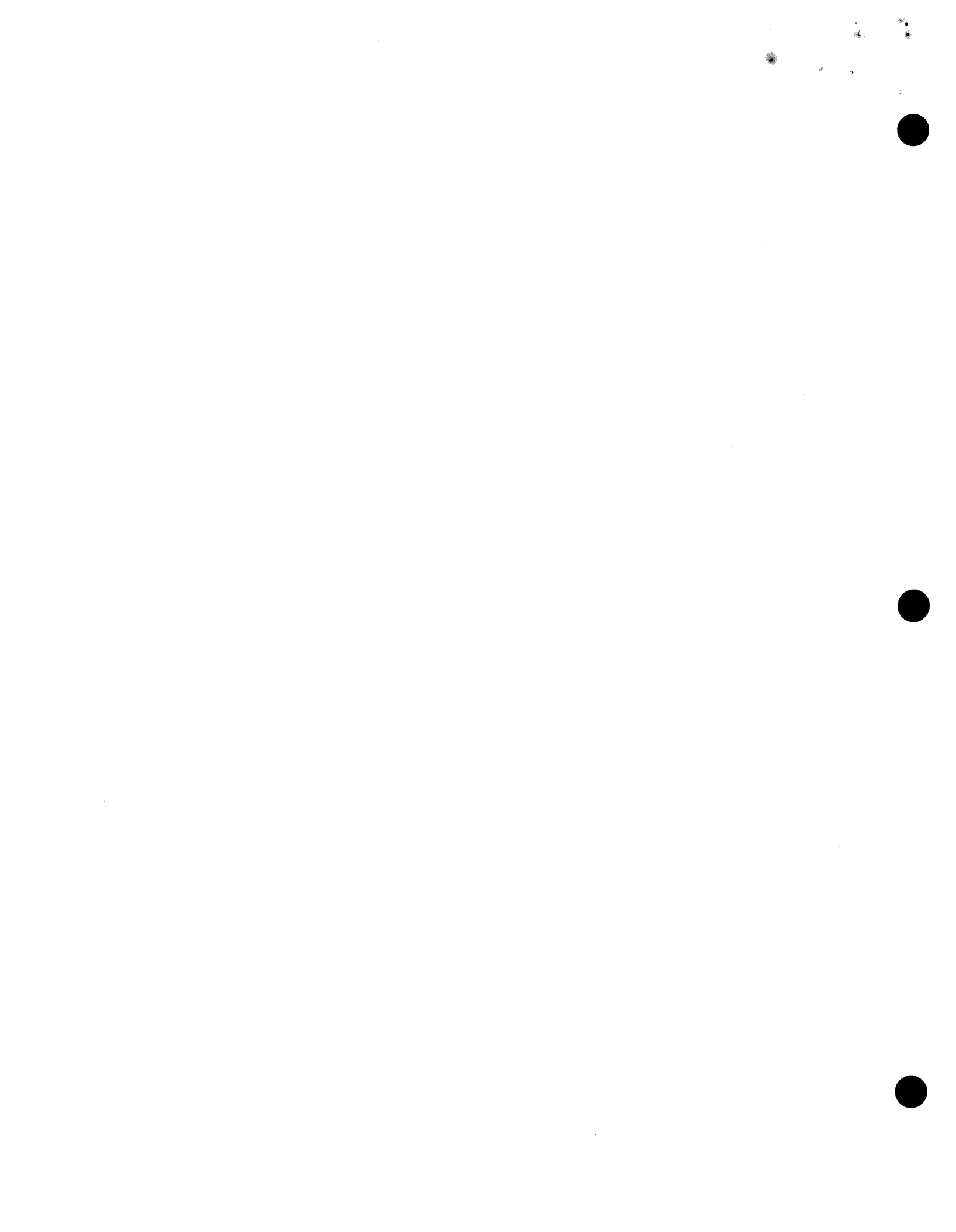
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Secretary

Secretary



SCHEDULE A
CUSTODIAL/MAINTENANCE SALARY GUIDE
1976 - 1977

Step	(1) Cleaner (Formerly Matron)	(2) Custodian	(3) Custodian Supervisor	(22) Painter	(23) Carpenter
B		6790		10890	11000
C		7070		11450	11560
D		7355		11910	12020
E		7650	8585	12370	12480
F		7980	9085	12930	13040
G		8390	9585	13800	13900
H		9050	10085		
I	9485	9985	10585		

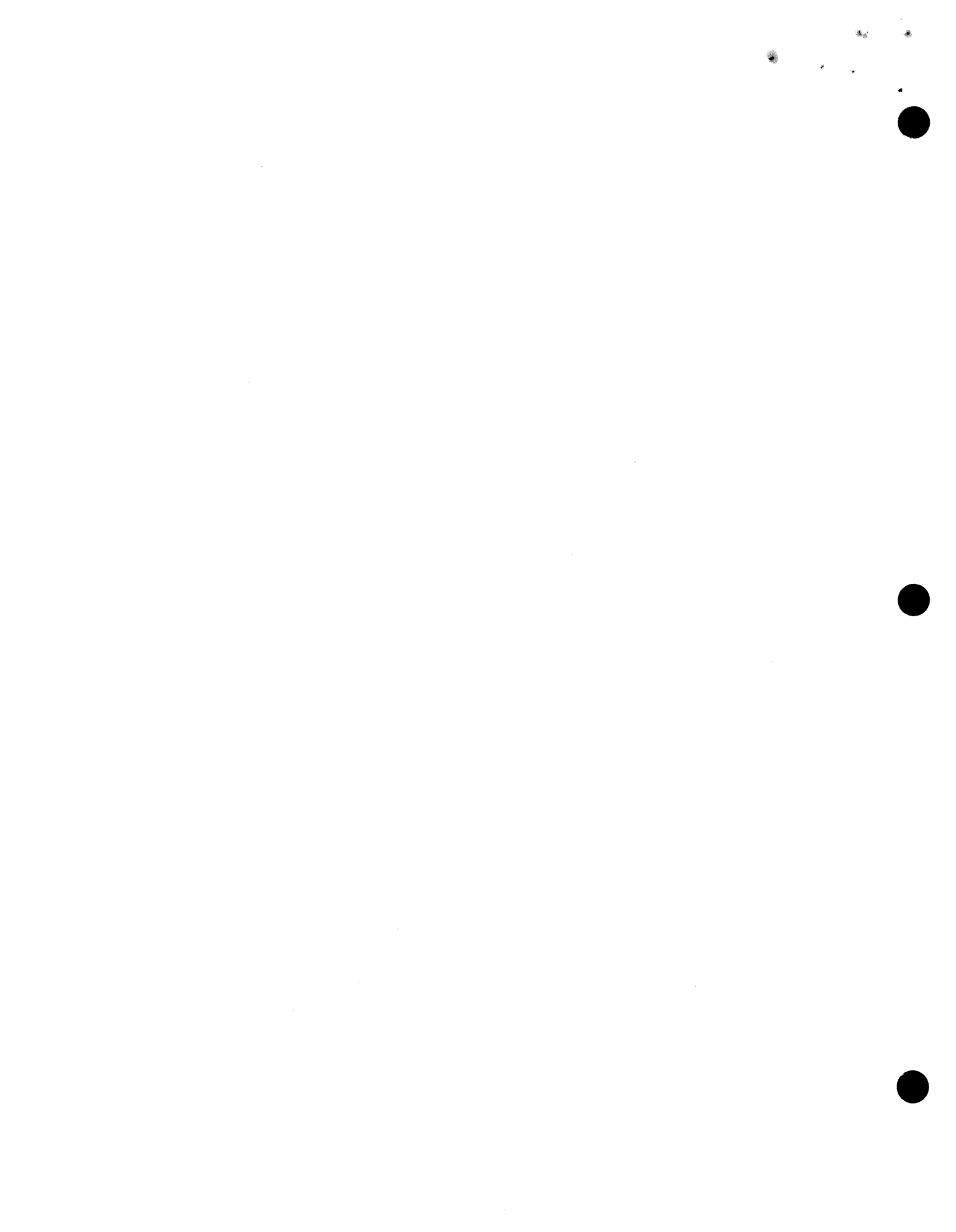
Contractual Premiums

1. Fireman Standby 160
2. Boilerman 375
3. Custodian-Bus Driver 375
4. Supervisor Differential (added to Custodian Supervisor base salary)

Building

Johnson Park	525
Littlebrook	770
Riverside	770
Community Park	1015
Valley Road	1060
John Witherspoon	1405
High School	1650

5. Assistant Supervisor/Chief Mechanic (added to Custodian base salary)
 - High School 615
6. Principal Carpenter (added to Carpenter base salary)
 - Facilities 770
7. Longevity (calculated as of the first working day in July of the employment contract year)
 - 20 years of continuous service 160
 - 15 years of continuous service 110
8. Night premium 15¢/hr.



SCHEDULE A
CUSTODIAL/MAINTENANCE SALARY GUIDE
1977 - 1978

<u>Step</u>	(2) <u>Custodian</u>	(3) <u>Custodian Supervisor</u>	(22) <u>Painter</u>	(23) <u>Carpenter</u>
B	7205		11080	11190
C	7480		11590	11700
D	7755		12100	12210
E	8055	9200	12610	12720
F	8365	9700	13120	13230
G	8680	10200	14450	14550
H	9385	10700		
I	10600	11200		

NOTE: If a (1) Cleaner is hired, the salary shall be at the appropriate level for (2) Custodian, less \$500.

Contractual Premiums

1. Fireman Standby 160
2. Boilerman 375
3. Custodian-Bus Driver 375
4. Supervisor Differential (added to Custodian Supervisor base salary)

Building

Johnson Park	625
Littlebrook	920
Riverside	920
Community Park	1060
Valley Road	1060
John Witherspoon	1405
High School	1650

5. Assistant Supervisor/Chief Mechanic (added to Custodian base salary)
High School 615
6. Principal Carpenter (added to Carpenter base salary)
Facilities 920
7. Longevity (calculated as of the first working day in July of the employment contract year)

20 years of continuous service	160
15 years of continuous service	110
8. Night Premium 15¢/hr.

JAN 12 9 42 AM '77

PERC

