

# **AGREEMENT**

**BETWEEN THE  
PISCATAWAY TOWNSHIP BOARD OF EDUCATION  
AND THE  
PISCATAWAY TOWNSHIP EDUCATION ASSOCIATION**

**JULY 1, 2011 TO JUNE 30, 2014**

PISCATAWAY TOWNSHIP BOARD OF EDUCATION  
1515 Stelton Road  
Piscataway, NJ 08855-1332  
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MEMBERS

Paula A. Y. Maas, President  
Thomas Mosier, Vice President  
Margaret King  
Catherine Sucher Greeley  
Thomas Connors  
Jerry Szymonowicz  
Alexandra Lopez  
Mark Okomoto  
Russell E. Stoddard

NEGOTIATING TEAM

Teresa Rafferty, Assistant Superintendent  
Carolyn Keck, Assistant Superintendent Curriculum and Instruction  
Brian P. De Lucia, Business Administrator  
Catherine Sousa, Director of Human Resources  
Raymond A. Cassetta, Consultant to the Board

PISCATAWAY TOWNSHIP EDUCATION ASSOCIATION

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OFFICERS

Andrea Wallace	President
Colleen Ettenhuber	1 <sup>st</sup> Vice President/Treasurer
Lisa Young	2 <sup>nd</sup> VP Teachers/Certified Personnel
Toby Gibbs	2 <sup>nd</sup> VP Custodian/Maintenance Personnel
Gwen Crews	2 <sup>nd</sup> VP Paraprofessionals
Terri Briggs	2 <sup>nd</sup> VP Secretaries/Clerks
Michael Handley	2 <sup>nd</sup> VP Transportation

NEGOTIATING TEAM

Nancy Grbelja	NJEA
Andrea Wallace	President
Gwen Crews	Paraprofessional
Colleen Ettenhuber	1 <sup>st</sup> Vice President/Treasurer
Toby Gibbs	Custodian/Maintenance
Caroline Goniea	Teacher
Michael Handley	Transportation
Mary Ann Szymonowicz	Teacher
Steve Weisman	Teacher
Terri Briggs	Secretary

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**ARTICLE I**  
**RECOGNITION**

A. **UNIT**

The Piscataway Township Board of Education hereby recognizes the Piscataway Township Education Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all non-supervisory personnel whether under contract, on leave, presently employed, or hereafter employed by the Board in the classifications described below:

Classroom Teacher  
School Nurse  
Guidance Counselor  
Librarian  
Social Worker  
Psychologist  
Teacher-Coordinator  
Learning Disabilities Teacher- Consultant  
Speech Therapist  
English as a Second Language Instructor  
Paraprofessional

Full-time Custodian, Maintenance Personnel, Grounds Personnel, Specialist Full time is defined as persons working in these job categories for twenty-five (25) or more hours per week on a regularly scheduled basis.

Clerk, Secretary

Registered Nurse, Truant Officer

Bus Driver and Bus Aide

B. **DEFINITION**

1. Unless otherwise indicated, the term employee shall refer to all persons in the job categories represented by the Association in the negotiations unit as described above. The term "teacher" shall refer to persons in the positions of classroom teacher, nurse, guidance counselors, librarian, social worker, psychologist, teacher-coordinator, learning disability teacher-consultant, speech therapist, English as a second language instructor, unless otherwise indicated. The term "custodian" shall refer to full-time custodians, floating custodians, maintenance personnel, grounds personnel, specialist, unless otherwise indicated. The term "paraprofessional" shall refer to ESL, Basic Skills, Special Education,

Kindergarten, LPN and Security Aides. The term "secretary" shall include secretaries and clerks unless otherwise indicated. The terms Registered Nurse, Truant Officer, Bus Driver and Bus Aide shall refer respectively to those positions only.

2. The bargaining unit shall not include supervisory personnel as defined by NJSA 34: 13A-1 et seq. or positions which require the incumbent to be the holder of an appropriate administrative certificate issued by the New Jersey State Board of Examiners.

## ARTICLE II

### NEGOTIATION PROCEDURE

#### A. APPLICABILITY OF NEGOTIATIONS

This Agreement incorporates the entire understanding of the parties. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, unless by mutual consent in writing. Any previously adopted policy, rule or regulation of either party in conflict with this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which might alter pre-existing policy, rule or regulation will be retroactive unless expressly stated.

#### B. REPRESENTATION

Despite reference to Board or Association, as such, each reserves the right to act hereunder by a duly authorized committee or individual whether or not a member. However, such a committee or individual shall provide on request satisfactory evidence of authority to act on behalf of the Board or Association.

#### C. SUCCESSOR AGREEMENT

In accordance with NJSA 34:13A-1 et seq. the Association and the Board agree to negotiate over a successor Agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel units described in ARTICLE I, shall be reduced to writing and signed by the Board and Association. Requests from the Association will be made through the Superintendent. Requests from the Superintendent or the Board or their representatives will be made to the President of the Association. A mutually convenient meeting date shall be set for the first meeting within fifteen (15) working days of the date of such request.

D. MAINTENANCE OF WORK RULES

Proposed new rules or modifications of existing rules governing legally recognized working conditions shall be negotiated with the majority representatives before they are established.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

A. DEFINITION

1. A Grievance shall mean an appeal by an employee or the Association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.
2. Notwithstanding anything in this ARTICLE to the contrary, the right to appeal administrative decisions and policies not arising out of the Agreement, shall terminate at the Board of Education level.
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 in order to resolve a claim.
4. The word "days" when used in this Article shall mean days as defined in the school calendar for ten (10) month employees and days as defined as the work year for twelve (12) month employees.

B. ADJUSTMENT OF GRIEVANCE

1. Any employee who claims to be aggrieved shall first discuss the problem with the lowest appropriate supervisor within fifteen (15) work days of the treatment, act or the initiating of a condition which is the basis of the claim, with the object of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with this Agreement.
2. All grievances beyond B-1 above shall be processed by the Association.
3. If no formal resolution has been reached within the fifteen (15) day period pursuant to B-1 above, the employee may initiate a formal grievance by submitting the matter in writing to the next higher authority within five (5) work days of the expiration of the aforementioned fifteen (15) day period. This initial written grievance shall make known the full details of the situation so that a decision can be based on total pertinent information. The written grievance shall specify the interpretation, application, or violation of policies, agreements and administrative decision giving rise to the grievance and the proposed remedy,

which remedy shall not limit the Association and the Board from agreeing to nor an arbitrator from awarding other appropriate remedies. The Association shall simultaneously deliver a copy of the formal written complaint to the lowest appropriate supervisor with whom an informal resolution was sought and this Supervisor shall be afforded the opportunity of submitting a written comment for attachment to the formal complaint and consideration by the next higher authority. The Supervisor to whom the written grievance has been submitted shall review the material presented, may discuss the issue with the parties involved, and shall render a written decision within eight (8) work days after the grievance was received.

4. The Association may appeal a decision in writing to each higher administrative level in turn. For grievances originating at the High School, the sequence shall be: immediate Supervisor, Principal, Superintendent. At all other schools, the sequence shall be: Building Principal, Superintendent. For grievances involving custodians, the sequence shall be: immediate Supervisor, Business Administrator, Superintendent. Each written appeal shall be made within eight (8) work days of the preceding Supervisor's decision or within eight (8) work days of the expiration of the time limit for such a decision as specified in B-3 and B-11 herein.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) work days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may hold a meeting and/or hearing with the grievant and representatives. If the grievant's appeal is received by the Board Secretary at least ten (10) work days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing not later than five (5) work days following the regularly scheduled Board Meeting.

If the grievance appeal is received less than ten (10) work days prior to the Agenda Meeting or if a Grievance Meeting or Hearing cannot be concluded prior to the Board Agenda Meeting, the response of the Board of Education shall be delayed until five (5) work days following the second subsequent regularly scheduled Board Meeting.

6. If the Association is dissatisfied with the determination of the Board of Education, it may, within eight (8) work days, initiate binding arbitration by submitting to the Board of Education a written notice of its intent to arbitrate.
  - a. The Association may request the Public Employment Relations Commission to initiate arbitration procedures pursuant to the Commission's rules and regulations.
  - b. Rights, duties, and jurisdiction of arbitrator:

- (1) Before the submission of a grievance to arbitration each party shall, in writing, set forth the issue or issues to be determined and /or considered by the arbitrator.
- (2) The arbitrator must be limited to a consideration of the issues presented.
- (3) The arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.
- (4) The determination of the arbitration must be limited to the express terms and/or conditions of the Agreement which are the subject of the grievance.
- (5) Disputes involving questions of unfair labor practice, scope of negotiations questions, questions of representation and any other matters within the jurisdiction of the Public Employment Relations Commission as well as constitutional issues shall not be arbitrable. Furthermore, either party shall have the right to challenge in court any arbitration award on the grounds that the arbitrator misconstrued or misapplied principals of law.

c. Cost: The Board and the Association shall share equally the cost of the arbitrator.

7. Notwithstanding anything contained in this Article to the contrary, all notices of appeal must be made in writing within eight (8) work days of written decision to the next higher authority, otherwise the appeal shall be deemed abandoned. No written decisions shall be required if the employee(s) in writing advises the hearing authority that its decision will not be appealed.
8. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
9. All meetings and hearings under this procedure, as stated in this ARTICLE III in its entirety, shall be conducted in private and shall include only such parties in interest and their designated representatives.
10. In the event a grievance is brought up for consideration during the summer recess and if the Principal (or immediate Supervisor if applicable) is not available after the closing of school for procedures outlined in Paragraphs B-1 and B-4, then the employee may proceed to the next appropriate level, with the "school day" defined as a normal work day.

11. In the event that a meeting is held to review the grievance at any level, the time limit for the Supervisor's response shall be extended by eight (8) work days.
12. The Association shall have the right to present grievances on behalf of itself or any member of the bargaining unit. Arbitration of such grievance shall, if legally permissible, be limited to five (5) per contract year and retroactive compensation, if any, shall be computed from no earlier than the date of initial submission of the grievance. Arbitration costs for such grievances shall be assumed by the Association.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable request from time to time all available public information concerning the financial resources of the district, including: annual financial reports and audits, register of certified personnel, agendas and minutes of all Board meetings, Superintendent's reports, school census data, individual and family group health insurance premiums and names and addresses of all employees.

#### B. BULLETIN BOARDS

The Association shall have the exclusive use of a bulletin board in each school building.

#### C. MEETING FACILITIES

Subject to Board of Education policy and the approval of the Building Principal, the Association may use appropriate rooms for meetings in the school building after school hours. Rooms may be used for evening meetings after prior approval by the Building Principal and the Business Office.

#### D. MAIL FACILITIES

1. The Association shall have the right to place Association material in school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail. The Association shall not utilize inter-school mail deliveries for the distribution of material relating to candidates seeking public office. The Board of Education, its agents or assignees, shall bear no responsibility and/or liability to any person, corporation or association for any failure, error, omission, mistake or loss with regard to the use of the interschool facilities.
2. The Association shall be permitted to utilize the district's e-mail in the transmission of messages.

#### E. FACULTY MEETINGS

An Association Representative may speak to the teachers at the end of any faculty meeting for at least fifteen (15) minutes on the request of the representative; however, the Association Representative may speak before the meeting with the consent of the Administrator.

F. ASSOCIATION - BOARD LIAISON

The Board of Education, or a committee of the Board will meet whenever necessary with a committee of the Association appointed by the Association to discuss matters of relevance to the school system. The Board and the Association will meet within two (2) weeks of a request for such a meeting.

G. ASSOCIATION LEAVE

1. The Board agrees that two (2) employees with tenure status and designated by the Association shall, upon request, be granted leaves of absence without pay for the purpose of engaging in activities of the Association. However, this section shall not apply to any employee who has applied for and has been refused a leave of absence for any other purpose.
2. The President of the Association shall be credited with salary guide and longevity credit for time spent as President.
3. Every effort shall be made to provide time, exclusive of work duties, in the schedule of the President of the Piscataway Township Education Association for the pursuit of Association business.
4. Whenever any representative of the Association or any employee is scheduled by the parties to participate during working hours in meetings or conferences, the employee shall suffer no loss in pay. The Board shall allow up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of affiliated professional organizations without pay.
5. Negotiations sessions or grievance proceedings or arbitration proceedings shall not be held during the school day except by mutual agreement. If meetings are held, employees shall suffer no loss of pay.

H. RIGHTS OF REPRESENTATION

Pursuant to NJSA 34:13A - 1 et seq. the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for purpose of collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A - 1 et seq. or other laws of the State of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, collective negotiations with the Board, or the institutions of any grievance,

complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

I. ORIENTATION OF NEW TEACHERS

New teachers will be dismissed one (1) hour before the conclusion of the orientation so that they may meet with representatives of the Association.

J. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**ARTICLE V**

**BOARD RIGHTS AND RESPONSIBILITIES**

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by statutes and the Constitution of New Jersey and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
2. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, demotion, promotion, transfer or to take what disciplinary action as may be required.

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

## ARTICLE VI

### DEDUCTIONS FROM SALARY

#### A. DUES DEDUCTIONS

##### 1. Procedure

The Board agrees to deduct dues from the salaries of its employees for the PTEA, the MCEA, the NJEA and the NEA as said employees individually and voluntarily, and in writing authorize the Board to deduct. Such deductions shall be made in twenty equal payments and in compliance with Chapter 123, Public Laws of 1969 (NJSA 52:14-15 9e) and under the rules established by the State Department of Education. Said monies together with record of any corrections shall be transmitted to the Treasurer of the PTEA or its designated representative by the 5th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or Associations. The Board has no responsibility and/or liability to any person, corporation or Association for any failure, error, omission, mistake or loss in making said deduction.

##### 2. Certification of Dues

To assist in the administration of the program each bona fide employee organization should provide the Secretary of the Board of Education, by August 1, an alphabetized list of members authorizing payroll deductions, indicating the amount of each member's deduction, based on twenty (20) equal semi-monthly deductions.

##### 3. Authorization

For individual authorization received after the initial certification of dues, deductions shall begin as soon as possible but not later than two (2) pay periods following receipt of the authorization.

#### B. REPRESENTATION FEE

##### 1. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current, academic year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 3 below.

3. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct if possible the unpaid portion of the fee from the last paycheck paid to said employee during the academic year in question.

5. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

7. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

C. OTHER DEDUCTIONS

The Board agrees to provide opportunities to deduct tax sheltered annuities, credit union savings, or other deductions sponsored by the Association and approved by the Board of Education. Payments shall be transmitted in a timely manner.

## ARTICLE VII

### HEALTH CARE COVERAGE

#### A. HOSPITALIZATION AND MEDICAL INSURANCE

1. The Board agrees to provide, in accordance with Chapter 78, Public Laws of 2011, for all eligible employees and their dependents represented by the Association, medical, hospitalization and major medical coverage through one of the following plans, Traditional, Preferred Provider Organization (PPO) or Point of Service (POS) at the employee's option.
2. The Traditional Indemnity insurance program shall include the following components.
  - a. Voluntary second surgical opinion for non-emergency surgery.
  - b. Major Medical annual deductibles shall be \$200 for individual; \$400 for family.
  - c. The Major Medical co-insurance factor shall be 80% of \$3,000 after annual deductible is met. Covered expenses beyond \$3,000 will be payable at the rate of 100%.
  - d. Employees who were enrolled in the Traditional insurance program prior to July 1, 2005, shall be permitted to remain in the Traditional insurance program for the duration of this Agreement. Employees who were enrolled in the Traditional insurance program and contributed to the cost of enrollment prior to July 1, 2005, will be permitted to continue their enrollment in the Traditional insurance program by paying the cost differential between the Traditional insurance program and the Preferred Provider Plan in addition to State mandated premium contribution. Effective July 1, 2005, employees other than those specified above will not be permitted to enroll in the Traditional insurance program.
3. The Board agrees to provide for all eligible employees with twenty-five (25) or more years of service in the district health insurance at retirement pursuant to rules and regulations of the New Jersey Division of Pension and Benefits.
4. Preferred Provider Program (PPO)

All employees who are either hired or become eligible for insurance benefits on or after October 1, 2005, who do not waive insurance coverage, will be required to enroll in either the Preferred Provider Program (PPO) or the Point of Service

(POS). If the employee elects to enroll his/her dependents, the employee and his/her dependents must be enrolled in the Point of Service (POS) program. After five (5) years of employment with insurance benefits eligibility the employee and his/her dependents may be enrolled in the Preferred Provider Program (PPO) at no cost to the employee.

B. DENTAL INSURANCE

1. The Board agrees to provide dental insurance, in accordance with Chapter 78 Public Laws of 2011, for all employees and their dependents represented by the Association through either a dental HMO or a Traditional/Preferred Provider Program. The choice of plans shall be the employee's. The Class I Preventive coverage shall be one hundred percent (100%) when services are provided by an in network dentist and eighty percent (80%) out of network.

C. PHARMACEUTICAL INSURANCE

The Board agrees to provide pharmaceutical insurance, in accordance with Chapter 78 Public Laws of 2011, for all employees and their dependents represented by the Association.

1. Effective December 1, 2008, all current employees who were employed and eligible for insurance benefits on or before November 30, 2008, will pay co-pays as follows:

a.	Non-preferred	\$30
	Preferred	\$15
	Generic preferred	\$10
b.	Mail Order co-pay—90 days	
	Non-preferred	\$60
	Preferred	\$30
	Generic preferred	\$20

2. All employees who are initially hired or become eligible for insurance on or after December 1, 2008, will pay co-pays as follows:

a.	Non-preferred	\$ 50
	Preferred	\$ 25
	Generic preferred	\$ 10
b.	Mail Order co-pay—90 days	
	Non-preferred	\$100
	Preferred	\$ 50
	Generic preferred	\$ 20

D. MINIMUM HOURS REQUIRED

All employees, except bus drivers and bus aides, will be required to work a minimum of twenty-five (25) hours per week to be eligible for insurance benefits. Bus drivers and bus aides will be required to work a minimum of thirty (30) hours per week to be eligible for insurance benefits.

E. MEDICAL INSURANCE WAIVER OPTION

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits, (medical, dental and prescription plan) as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies two thousand five hundred dollars (\$2,500) which shall be payable at the rate of one thousand two hundred fifty dollars (\$1250) in January and one thousand two hundred fifty dollars (\$1250) in July. Once an employee makes an election to waive insurance coverage, he/she may only return to insurance coverage during the year as a result of a life-changing event such as death of the insured or loss of insurance coverage by the insured. Employees hired during the year who elect not to take coverage, or employees terminating their employment prior to July 1 shall have the above payments prorated on a monthly basis for the number of months of employment.

The employee electing to waive health insurance must show proof of insurance through a family member.

**ARTICLE VIII**

**CHILD CARE LEAVE**

A. NON-CERTIFICATED PERSONNEL

1. Members of the non-certificated staff who have received tenure or have completed three years of service and have been renewed for another year shall be granted, upon receipt of a written request, a child care leave to extend up to the end of the employee's work year. Child-care leave of less than the remainder of the work year may be granted subject to Board approval. Said written request for child-care leave shall be made as soon as possible.
2. Such leave shall take the following factors into consideration.
  - a. Utilization of sick leave benefits may immediately precede the commencement of said leave.
  - b. The reasonableness of dovetailing staff changes with the school calendar.
  - c. Said child care leave shall be granted in accordance with applicable laws and regulations.

3. Child care leave shall be without pay for the period outside of sick leave as may be medically certified.
4. Child care leave shall be extended, if requested, for an additional period up to one full work year. Such requests must be filed no later than sixty days prior to the expiration of the initial leave.
5. Any employee with tenure status, or who has completed three years of service and has been renewed for another year, who is adopting an infant preschool child may receive a leave similar to that for child care leave, and which shall commence upon receiving the actual custody of said infant or earlier if necessary to fulfill the requirements for adoption.

B. TEACHERS/CERTIFICATED PERSONNEL

1. The Board shall grant upon receipt of a written request a Child Care Leave to extend to the end of the teacher's contract or school year, whichever is applicable. Said written request for "Child Care Leave" shall be made as soon as possible.
2. Such leave shall take the following factors into consideration.
  - a. Utilization of sick leave benefits as outlined in Section A of this Article may immediately precede the commencement of said leave.
  - b. The reasonableness of dovetailing staff changes with the school calendar.
  - c. Said Child Care Leave shall be granted in accordance with applicable laws and regulations.
3. "Child Care Leave" shall be without pay for the period outside the period of sick leave as may be medically certified.
4. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year.
5. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted infant child leave shall, on the basis of said leave be denied the opportunity to substitute in the Piscataway Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.

6. Employees on leave under this article shall notify the Board in writing no later than April 1 of the last year of their leave of their intent to return or not return to the district.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

#### A. DISCRIMINATION

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement or in the performance of the employee's duties on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or sexual orientation.

#### B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### C. SEPARABILITY

If any provision of this Agreement or any designated application of this Agreement to any employee as in ARTICLE I is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

#### D. INDIVIDUAL CONTRACT

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

#### E. PRINTING AGREEMENT

Copies of this Agreement shall be duplicated with the expense shared equally between the Board of Education and the Piscataway Township Education Association. This Agreement shall be presented to all employees now employed or hereafter employed by the Board.

F. NOTICE

When any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, registered letter, or receipted notice at the following addresses:

1. If by the Association, to the Board Administration Building, 1515 Stelton Road, P. O. Box 1332, Piscataway, New Jersey 08855-1332.
2. If by the Board, to the Association Office, 31 Stelton Road, Suite 6, Piscataway, New Jersey, 08854.

G. TITLES

Titles for ARTICLES, Sections, or paragraphs of this Agreement are intended to be utilized as an aid to indexing and not to be interpreted as adding or subtracting from the language of the Agreement.

H. SUBCONTRACTING NOTICE

The Board will provide notice to the Association of any decision to subcontract work currently performed by unit members at least sixty (60) days prior to the effective date.

I. REIMBURSEMENT FOR DAMAGE

1. Reimbursement for Personal Property Damage
  - a. An employee shall be reimbursed within the limits of 3 below by the Board's insurance company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his employment. Each item for which compensation is requested must be reported to the Building Principal or immediate Supervisor within (3) days of the assault. This time limit must be met unless the employee is incapable of filing such report as a result of the assault.
  - b. An employee shall also be reimbursed within the limits of 3 below for malicious damage done to his/her passenger vehicle parked on the Board of Education property, while that employee is required to be present on Board property, as a function of his/her position as an employee. Reimbursement shall only be made for damage not covered by the employee's personal insurance carrier.

- c. The clothing or personal property damaged or destroyed shall have been of such a character that would be considered common to the daily exercise of the employee's assignment.
  2. In order for an employee to be eligible for reimbursement under 1 above, he/she must do the following:
    - a. Immediately, upon learning of the damage, inform the Principal or Supervisor.
    - b. Allow the Principal or Supervisor to make a visual inspection of the damage.
    - c. Obtain and present to the Principal or Supervisor copies of repair estimates.
    - d. Provide to the Principal or Supervisor certification that said damage has been repaired and the cost of that repair.
    - e. Complete required sections of the district and state vandalism reports.
    - f. Inform the Principal or Supervisor of the terms of the employee's car insurance provisions.
    - g. Provide the Principal or Supervisor with a copy of the local police report.
  3. Payments under 1.a. and 1.b. above shall be limited to \$300 per occurrence. Total Board liability under this Section I above shall be limited to \$12,000 during the term of this contract.

J. PAY DAYS

Effective as soon as possible after March 1, 2012, all employees will be paid by direct deposit. All compensation will be paid on the fifteenth and thirtieth of the month unless the pay day falls on a weekend or holiday in which case the direct deposit will be made on the last business day prior to the weekend or holiday including June compensation which will be paid on the employee's last work day.

Employees as defined in Article I may individually elect to have increments of their compensation deducted on a semi-monthly basis and deposited in the Central Jersey Federal Credit Union. An employee who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Credit Union or for any deduction made by the Board of Education pursuant to this paragraph.

K. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any teacher such rights as said teacher may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

L. PERSONNEL RECORDS AND COMPLAINTS

1. Personnel Records

a. File

An employee shall have the right upon request to review and receive copies of any evaluation made by an administrator of the Piscataway Public Schools regarding that employee's job performance.

b. Derogatory Material

No material unfavorable to a employee's conduct, service, character or personality originated by an employee, parent, student, or Board member shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that such material was reviewed by the employee by affixing the employee's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The employee shall also have the right to submit a written answer to such material which will be attached to the file copy.

c. Obsolete Material

At least once each year employees shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the non-arbitrable discretion of the Superintendent or designee they shall be either destroyed or retained.

2. Complaints

Any complaints regarding an employee made to any member of the Administration by any parent, student or other person shall be promptly investigated and if used for evaluation, called to the attention of the employee.

The employee shall be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

## **ARTICLE X**

### **IN-SERVICE STIPEND**

- A. Employees who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:
1. Participation in In-service Programs
    - a. Participation must be wholly outside of normal working hours.
    - b. Participation must be approved in advance by the Superintendent or designee.
    - c. In-service programs must be related to the occupation of the employee.
    - d. In-service programs shall be approved and scheduled by the Superintendent.
  
  2. In-Service Credit
    - a. In-service participants shall be awarded one (1) in-service credit for each fifteen (15) hours of instruction.
    - b. In-service programs with a duration from one and one-half hour (.1 credit) up to 45 hours (3 credits) may be scheduled.
    - c. In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.
  
  3. In-Service Instructors
    - a. In-service instructors must be approved in advance by the Superintendent or designee.
    - b. In-service instructors must prepare and conduct in-service programs after normal working hours.
    - c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.

4. Payment of Stipend

- a. Employees shall receive an annual stipend pursuant to the following pattern up to a maximum of 945 hours:

	<u>Non-Certified</u>	<u>Certified</u>
Less than 60 hours	0	0
60 to 104.5 hours	\$128	\$150
105 to 164.5 hours	\$255	\$300
165 to 209.5 hours	\$383	\$450
210 to 269.5 hours	\$510	\$600
270 to 314.5 hours	\$638	\$750
315 to 374.5 hours	\$765	\$900
375 to 419.5 hours	\$893	\$1,050
420 to 479.5 hours	\$1,020	\$1,200
480 to 524.5 hours	\$1,148	\$1,350
525 to 584.5 hours	\$1,275	\$1,500
585 to 629.5 hours	\$1,403	\$1,650
630 to 689.5 hours	\$1,530	\$1,800
690 to 734.5 hours	\$1,658	\$1,950
735 to 794.5 hours	\$1,785	\$2,100
795 to 839.5 hours	\$1,913	\$2,250
840 to 899.5 hours	\$2,040	\$2,400
900 to 944.5 hours	\$2,168	\$2,550
945 hours or more	\$2,295	\$2,700

- b. The in-service stipend of each employee shall be determined at the start of each work year.

**ARTICLE XI**

**TEMPORARY LEAVE OF ABSENCE**

A. **Sick Leave**

1. Definition of Sick Leave—NJSA 18A:30-1.

“Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district’s medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.” Plus any future legislative amendments.

2. Number of Days

- a. Twelve (12) month employees shall be granted eleven (11) sick days per year.
- b. Ten (10) month employees shall be granted ten (10) sick days per year.
- c. Employees whose first day of employment is later than the start of the work year for his/her classification of employee shall receive one (1) sick leave day per month of employment up to June 30 following their appointment. Appointment before the fifteenth (15<sup>th</sup>) of the month shall count as a full month of employment.
- d. Unused sick days each year shall be accumulated without limit.

3. Physician's Certificate

Pursuant to NJSA 18A:30-4 the Board may require, in order to obtain sick leave, a physician's certificate to be filed with the Secretary of the Board.

4. Work Related Injury

Pursuant to NJSA 18A:30-2.1 any employee absent from her/his post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment shall not have such absence charged against annual or accumulated sick leave.

**B. Personal Leave**

1. All employees shall be granted leave with full pay in addition to sick leave and bereavement. Such leave shall not generally be granted on the day immediately before or after a school holiday, vacation or during the first or last week of school unless good and sufficient reason is provided. Documentary evidence of the reason for such absence shall be submitted when requested by the Superintendent or the Superintendent's designee.
2. Twelve (12) month employees shall be granted three (3) personal days each year.
3. Ten (10) month employees shall be granted three (3) personal days each year.
4. Unused personal leave shall be accumulative as sick leave.
5. Other requests for personal leave may be granted at the sole discretion of the Superintendent with loss of pay at the employee's daily rate.
6. Application for personal leave shall be submitted in advance whenever possible.

7. Limitations on Personal Leave

- a. Personal leave shall be limited to five (5) custodial and maintenance employees on any one day except for religious or emergency purpose.
- b. Personal leave shall be limited to five (5) paraprofessionals on any one day except for religious or emergency purpose.
- c. Personal leave shall be limited to five (5) secretarial employees on any one day except for religious or emergency purpose.
- d. No more than ten percent (10%) of the teachers in a school or six (6) teachers in a school, whichever is greater, may be permitted to take a personal day on any one day. However, this limitation shall not apply to personal leave for religious or emergency purpose.

C. Bereavement Leave

1. Each employee shall be entitled to three (3) days leave for a period of grief or legal matters attendant to a death in the immediate family. The "Immediate Family" is interpreted to include father, mother, spouse, sole bona fide domestic partner, brother, sister, son, daughter, step-child, mother-in-law, father-in-law, grandmother, grandfather or any other relative who makes his or her home with the family of the employee. In the case of a death in the immediate family, two (2) additional days may be granted by the Superintendent or designee for good and sufficient reason. These additional two (2) days shall be used either within two (2) weeks of the utilization of the initial three (3) days or within one (1) year of the utilization of the three (3) days above for the purpose of attending memorial services.
2. One (1) working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the employee.

**ARTICLE XII**

**DURATION OF AGREEMENT**

A. Period

This agreement shall be effective July 1, 2011 and shall continue in effect until June 30, 2014, subject to the Association's rights to negotiate over a successor agreement as provided in ARTICLE II.

B. Ratification

The terms of this agreement were set forth in a Memorandum of Agreement dated January 30, 2012, and ratified by the respective parties.

By the Piscataway Township Education Association on February 23, 2012.

President: \_\_\_\_\_  
Andrea Wallace

Secretary: \_\_\_\_\_  
Eileen Kinney

By the Piscataway Township Board of Education on February 23, 2012.

President: \_\_\_\_\_  
Paula A. Y. Maas

Secretary: \_\_\_\_\_  
Brian P. De Lucia

## ARTICLE XIII

### CUSTODIANS/MAINTENANCE

#### A. JOB SECURITY AND SENIORITY

1. Whenever the Board acts with respect to promotions, transfer, assignments and layoffs, the Board will consider the total seniority which any custodian covered hereby may have throughout the Piscataway Township School System. However, determination of relevant criteria shall remain solely the prerogative of the Board of Education.
2. Notice of all vacancies shall be posted in each building for five (5) work days and custodians interested therein must submit a written application to the office of Human Resources within the aforementioned five-work-days posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same. Posting shall not be required for non-promotional vacancies which have been created by the transfer of personnel to a duly posted vacancy.
3. Notice of permanent transfers and reassignments shall be fourteen (14) calendar days, except in emergencies or if the position has been vacated with less than fourteen (14) days notice to the Board.
4. Probationary Period: Shall mean and be applied to newly hired custodians who are not under tenure. They shall be employed for their first ninety (90) days at the sufferance of the Board. During the first ninety (90) days any such custodian may be discharged or suspended for any reason without cause.
5. Non-tenure personnel shall mean and apply to those custodians who have completed their probationary period but have not achieved tenure status pursuant to Paragraph 9 of this section.
6. Any non-tenure custodian who receives a written notice of non-employment may within ten (10) working days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent or designee, which statement shall be given to the custodian within ten (10) working days after receipt of such request.
7. Any non-tenure custodian who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the Office of the Superintendent or designee within ten (10) working days after receipt by the custodian of the statement of reasons.

8. The Board shall issue its written determination as to the employment or non-employment of said non-tenure custodian within ten (10) working days after the next regular Board Meeting following the date of the hearing.
9. Tenure Personnel shall mean and be applied to any custodian, other than those newly hired after July 1, 1995, who has been employed for three (3) consecutive years. Such a custodian shall be under tenure as provided in NJSA 18A:17-3 et seq. Any employee, who as a result of a reduction in force, is recalled to the district shall not be considered newly hired.
10. Lay Off and Recall
  - a. Whenever the Board acts, by reason of a reduction in force, to terminate the employment of any custodian covered herein, the following procedures shall be followed:
    - (1) The Board shall provide a written notice of lay off at least four (4) weeks prior to the effective date.
    - (2) Employees shall be selected for lay off in inverse order of seniority within the following categories:
      - (a) Custodian and all other job titles not listed below
      - (b) Maintenance Crew
      - (c) Heating and Ventilation Specialists
      - (d) Other positions differentiated from those above by reason of duties performed and skills required.
  - b. When vacancy occurs, a laid off custodian shall be entitled to recall thereto in order of seniority on the appropriate list.
  - c. Notice of recall to work shall be sent to the custodian's last known address by registered mail. Within seven (7) days of the receipt of such notice, the custodian shall notify the Board of acceptance or rejection of this recall.
  - d. Any custodian who fails to reply or who indicates a rejection of the recall, shall forfeit all seniority and all rights to further recall. Any custodian who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in written extension of time granted by the Board or designee. Any custodian who fails to report to work as described herein shall forfeit all seniority and all rights to recall.

e. Miscellaneous

- (1) Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.
- (2) Seniority shall be terminated upon resignation or dismissal for cause.
- (3) New unit positions shall be placed in a category as agreed by the parties.
- (4) Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one of employment.
- (5) Seniority shall continue in all categories if a custodian moves from one category to another within the unit.

11. Administrative Guidelines for Transfer and Promotion

- a. The parties hereby expressly understand that this Section 11 shall not be subject to any arbitration procedure set forth in ARTICLE III.
- b. A transfer and promotion request will be maintained in the office of Human Resources.
- c. Any employee wishing to be considered for a transfer or promotion may submit such a request at any time and the written request will be kept on active file for one (1) year from the date of submission.
- d. Whenever a vacancy occurs and is posted pursuant to this Section, all employees who have requested transfer or promotion to such a position will be considered before the vacancy is filled. For promotional vacancies, all applicants will be interviewed unless they have been interviewed for a similar position within the previous six (6) months.
- e. An applicant who was not selected to fill a promotional vacancy will, upon request, be granted an opportunity to discuss his/her candidacy with an administrator in an attempt to identify means by which the employee's promotional potential may be increased.

B. HOURS OF WORK AND OVERTIME

1. All custodians to whom this Agreement applies will be scheduled to work a forty (40) hour week.
2. Work Week and Work Day
  - a. Except in those mutually agreed situations, a normal work week shall be five consecutive days Monday through Saturday. The Administration may occasionally schedule five non-consecutive days in a week, as an exception to the rule of five consecutive days. Anyone working on Sunday shall be paid at a rate of time and one half.
  - b. Except in emergencies, all custodians shall work a normal shift assignment of eight (8) continuous hours per day exclusive of lunch and breaks.
3. Overtime at time and one-half times base pay will be paid for authorized time worked over a forty (40) hour week. Overtime pay will not be pyramided. In order to be paid overtime, the custodian must in fact have worked beyond forty (40) hours in any work week, except that personal leave shall count as work time for the purpose of qualifying for overtime payment.
4. No custodian shall refuse to work overtime except on proof of good cause, if requested. Except in case of emergency, adequate notice of overtime will be given.
5. The assignment of additional custodians or other personnel after normal school hours for approved functions may be made by the Superintendent or designee but such assignment shall not be in lieu of regularly assigned custodians at the particular school. Extra custodians or other personnel are to be assigned for such purposes. The parties agree that this section shall not be interpreted to restrict the establishment of flexible work schedules nor require the employment of personnel in addition to regularly assigned custodians.
6. The Superintendent or designee has the right to determine which shift any custodian shall work and to re-determine at any time what hours should compose any shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be either one hour or one-half hour depending upon the length of each work shift. Examples of work shifts are annexed hereto and listed as Paragraph 12.
7. Employees may be permitted to leave the school building during their lunch period provided that a black seal fireman's licensed custodian is on duty in the building.

8. The Board or designee may change assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider seniority and will be on notice to the Association and custodian.
9. Overtime pay for work performed during a pay period will be compensated at the end of the next succeeding pay period. If such a day falls on a day when no work is scheduled, the checks shall be issued on the last previous work day.
10. Whenever a custodian is required to return to work for an "emergency call-out" which is separated in time from the assigned shift, he/she shall be guaranteed a minimum of two (2) hours pay.
11. Custodians temporarily required to perform duties of another custodian whose job category is compensated at a higher rate of pay shall be compensated at said higher rate of pay. Custodians shall receive the higher rate of pay when they are officially assigned to fill in for an absent person in a higher pay category.
12. The following schedule of work shifts is presented as an example only and should not be construed to restrict or limit the establishment or alterations of actual work shifts as provided in Paragraph 6 of this Section.

First Shift	7:30 AM - 4:30 PM or 8:00 AM- 5:00 PM or as the Superintendent or designee determines. (Includes a one (1) hour unpaid lunch period.)
Second Shift	3:00 - 11:30 PM or as the Superintendent or designee determines. (Includes a one half (½) hour unpaid lunch period.)
Third Shift	6:00 PM - 2:30 AM or as the Superintendent or designee determines 1/2 hour unpaid lunch period.
Fourth Shift	11:00 PM to 7:00 AM including a ½ hour paid lunch during which the employee must remain in the building.
Summer Shift	During the summer vacation period, all custodial and maintenance personnel will work from 7:00 AM to 3:30 PM or as the Superintendent or designee determines with a 1/2 hour unpaid lunch period.

C. CUSTODIAL RIGHTS AND RESPONSIBILITIES

1. Custodians recognize that their obligation to the Board is primary. Therefore, no custodian shall hold any additional job that interferes with employment with the Board.

2. A suspended custodian, who, upon due process hearing, has been cleared of all charges, will be reinstated with full back pay. The Board reserves the right to reinstate any custodian without back pay if the charges have been substantiated.
3. All custodians hired after July 1, 1989 shall obtain a Black Seal License within one (1) year of employment. Failure to obtain such a license shall result in dismissal. The Board shall reimburse each custodian the tuition cost to secure said license and all yearly renewals for said license while the custodian is employed by the Board.
4. No custodian other than probationary shall be disciplined, reprimanded or reduced in rank without just cause. Any such action asserted by the Board or any agent or representative thereof, shall not be made public and be subject to the grievance procedure herein set forth. Personnel who have completed three (3) years of employment shall not be terminated without just cause. However, no imposed discipline shall be reversed, expunged or mitigated as a result of a finding that a Supervisor may have made public comments during the emergent situation which prompted the disciplinary action.
5. Whenever any custodian is required to appear before the Board concerning any matter which could adversely affect the continuation of that custodian in employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent during such meeting or interview.
6. During the term of this agreement and/or during negotiations including impasse, no sanctions, slowdowns or strikes shall be engaged in by any employee or their agents. A violation of this agreement shall be deemed misbehavior in office. A direct violation or breach of this agreement shall subject any employee who participates or directly induces a breach to dismissal and/or loss of compensation unless waived by the Board. There shall be no lockout.

D. PAID VACATION

Employees who are employed on a twelve (12) month basis shall be entitled to the following paid vacation time.

- |    |  |                   |
|----|--|-------------------|
| 1. | More than six (6) months but less than one (1) year by July 1    | Five (5) days     |
| 2. | At least one (1) year but less than six (6) years by July 1      | Ten (10) days     |
| 3. | At least six (6) years but less than twelve (12) years by July 1 | Fifteen (15) days |
| 4. | At least twelve (12) years                                       | Twenty (20) days  |

5. Employees who received more than twenty (20) vacation days per year prior to July 1, 2006, will continue to receive the higher number of days for the duration of their employment.
6. The Board or designee will attempt to arrange vacation to suit the wishes of the custodians with the understanding that custodians will be given a choice of vacation periods in order of seniority; however, no vacation schedule shall interfere with the orderly operation of the plant. Normal periods for vacation will be from July 1 through the week of August 15; however, a custodian may be granted vacation time throughout the year. Where a request for vacation is denied, reasons for said denial shall be specified. Appeals may be made to the Superintendent or the Superintendent's designee.
7. Any custodian who retires or resigns and who has worked at least six (6) months commencing from July 1 in any contract year shall be eligible for payment of accumulated vacation on a prorated monthly basis of time worked.

E. PERSONAL AND SICK LEAVE

1. Custodians shall be reimbursed upon retirement for unused accumulated sick leave accumulated since initial employment to the year of retirement at the rate of twenty-five dollars (\$25), except that no reimbursement shall be paid upon deferred retirement.
2.
  - a. After one (1) full year of employment, leave of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
  - b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
  - c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.

F. HOLIDAYS

1. There shall be a minimum of fourteen (14) paid holidays each year July 1 through June 30.
2. A joint Committee as provided in Section I shall meet and confer prior to the designation of specific holidays for each contract year.

3. In any emergency or for good cause, the Board or its authorized agent may require any custodian to work on a designated paid holiday. Payment shall be at the rate of double time in addition to base pay for the day.
4. If any of the designated holidays fall on a Saturday or Sunday, it is understood that either compensatory time off or an additional day's pay will be granted to each custodian.
5. If a holiday falls during a custodian's vacation period, the custodian shall receive an additional day off with pay.

G. SALARY

1. The salaries of maintenance and custodial personnel covered in this Agreement shall be as set forth in Section K of this Article.
2. During the contract year, in event of a transfer of a custodian from one job classification to another, the custodian's salary shall be adjusted by an amount equal to the differential between job classifications on a prorated basis. A custodian temporarily assigned to a lower job classification shall maintain his/her contract.
3. In the event that, in the absence of a custodial supervisor, a custodian who is the holder of a black seal boiler license assumes the duties of the custodial supervisor, said custodian shall be compensated for such time at an additional \$1.25 per hour.
4. The Board shall compensate maintenance and grounds employees three hundred dollars (\$300.00) in addition to those rates set fourth in section M for a certificate of advanced training that meets the following criteria:
  - a. The employee must complete at least thirty (30) hours of instruction during non-working hours.
  - b. The training must be directly related to the maintenance and ground employee's current assignment and not to an assignment to which the employee is occasionally assigned.
  - c. The employee must receive advanced approval for all new training from the Administration stating that the training qualifies for the additional compensation.

H. CUSTODIAN FACILITIES

1. The Board will provide uniforms for all custodians covered herein.

2. The Board will make every effort to provide adequate lockers, lunch and sanitation facilities in each school.
3. The Board will arrange for a telephone system to enable custodians to report unavailability for work.
4. Protective rain gear and storm boots will be made available to the custodial department for their use
5. The Main Office will contact the Custodial Supervisor when notice is received that a custodian will be absent. When possible, the call will be made immediately.
6. Protective rain gear, storm boots and winterized jackets will be provided for all grounds and maintenance department employees. The Board of Education will provide maintenance and grounds employees an allowance of one hundred and fifty dollars (\$150) at a store of the Board of Education's choice for the purchase of boots and equipment.

I. JOINT COMMITTEE

1. The parties hereto believe that the efficiency of the respective custodians' service to the student population of the schools and the welfare of the custodians will be better served by periodic meetings of a joint committee wherein both the employer and the custodians may discuss and implement suggestions for improving the services of the custodians.
2. The committee shall consist of the Superintendent or designee and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The Joint Committee shall meet upon the request of either the Superintendent's designee or the Association from time to time during the year on a date and time mutually determined by members of each committee.

J. CUSTODIAL IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, training sessions, or other sessions which a custodian is required and/or requested by the Administration to take.
2. The Board agrees to pay up to two hundred and twenty-five (\$225) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such course, workshops, training sessions, or

other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approve criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.

3. The Board and Association may agree to exceptions without prejudice to any other request.
4. The Board agrees to cooperate with the Association in arranging in-service course, workshops and programs designed to improve the quality of work performed by its custodians. In-service programs shall be conducted during the normal work day.

**K. SALARY SCHEDULES FOR CUSTODIANS, MAINTENANCE, SPECIALIST**

**2011-2012**

**2012-2013**

<b>Step</b>	<b>Cust.</b>	<b>Maint.</b>	<b>Spec.</b>			<b>Step</b>	<b>Cust.</b>	<b>Maint.</b>	<b>Spec.</b>
<b>1</b>	35,836	39,803	42,692			<b>1</b>	36348	40372	43302
<b>2</b>	36,136	40,137	43,049			<b>2</b>	36648	40705	43659
<b>3</b>	36,736	40,803	43,764			<b>3</b>	37248	41372	44374
<b>4</b>	37,336	41,469	44,479			<b>4</b>	37848	42038	45089
<b>5</b>	38,447	42,703	45,803			<b>5</b>	38959	43272	46413
<b>6</b>	39,229	43,572	46,734			<b>6</b>	39741	44141	47344
<b>7</b>	40,032	44,464	47,691			<b>7</b>	40544	45033	48301
<b>8</b>	40,858	45,381	48,675			<b>8</b>	41370	45950	49285
<b>9</b>	41,706	46,323	49,685			<b>9</b>	42218	46892	50295
<b>10</b>	42,578	47,292	50,724			<b>10</b>	43090	47860	51334
<b>11</b>	43,474	48,287	51,791			<b>11</b>	43986	48856	52401
<b>12</b>	44,395	49,310	52,889			<b>12</b>	44907	49879	53498
<b>Off 8</b>	52,743	58,582	62,834			<b>Off 8</b>	53255	59151	63444
<b>Off 9</b>	53,921	59,890	64,237			<b>Off 9</b>	54433	60459	64847
<b>Off 10</b>	55,131	61,234	65,678			<b>Off 10</b>	55643	61803	66288
<b>Off 11</b>	56,375	62,616	67,160			<b>Off 11</b>	56887	63185	67770
<b>Off 12</b>	57,651	64,033	68,680			<b>Off 12</b>	58163	64602	69290

**2013-2014**

<b>Step</b>	<b>Cust.</b>	<b>Maint.</b>	<b>Spec.</b>
<b>1</b>	36,841	40,920	43,889
<b>2</b>	37,141	41,253	44,247
<b>3</b>	37,741	41,919	44,961
<b>4</b>	38,341	42,586	45,676
<b>5</b>	39,452	43,820	47,000
<b>6</b>	40,234	44,688	47,931
<b>7</b>	41,037	45,580	48,888
<b>8</b>	41,863	46,497	49,872
<b>9</b>	42,711	47,439	50,882
<b>10</b>	43,583	48,408	51,921
<b>11</b>	44,479	49,403	52,988
<b>12</b>	45,400	50,426	54,086
<b>Off 8</b>	53,748	59,698	64,031
<b>Off 9</b>	54,926	61,007	65,434
<b>Off 10</b>	56,136	62,350	66,876
<b>Off 11</b>	57,380	63,732	68,358
<b>Off 12</b>	58,656	65,149	69,878

Custodians shall receive longevity pay as follows:

After the tenth year       \$300  
After the fifteenth year   \$500  
After the twentieth year   \$1000

Hourly rate = salary + longevity divided by 2080 hours

Longevity is based on continuous years of service. A break in service occurs when an employee resigns or declines an offer of re-employment after a layoff.

**ARTICLE XIV**

**PARAPROFESSIONALS**

A. **LEAVES**

1. Paraprofessionals shall be reimbursed upon retirement for unused accumulated sick leave accumulated since initial employment to the year of retirement at the rate of seventeen dollars (\$17), except that no reimbursement shall be paid upon deferred retirement.
2. **Leave of Absence Without Pay**
  - a. After one (1) full year of employment, leaves of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
  - b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
  - c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.

B. **COMPENSATION**

1. Rates of pay are listed in Section H of this Article
2. **Definitions**
  - a. A year of service shall mean employment as a paraprofessional in Piscataway Township Schools for the ten (10) month academic year or major fraction thereof.
  - b. **Service Categories**
    - (1) Less than one (1) year of service by September 1.
    - (2) At least one (1) year but less than six (6) years of service by September 1.
    - (3) Six (6) or more years of service by September 1.
3. **Annualized Salary**

- a. Paraprofessionals shall be paid on an annualized basis in twenty (20) equal payments.
  - b. The annualized salary calculation shall be made by multiplying the appropriate hourly rate by the scheduled yearly work hours and adding ten (10) paid holidays.
  - c. The scheduled yearly work hours shall include as full work days all school days, orientation days, workshop days, and the day prior to Thanksgiving; and as partial days, all four (4) hour conference days, and four (4) hour end-of-year days.
  - d. No payroll deduction will be made for emergency school closing, and no extra compensation will be paid for any “make-up” days.
  - e. Additional hours worked beyond the scheduled annual work hours shall be compensated at the appropriate hourly rate.
4. An hourly rate differential will be paid to any paraprofessional who possesses a teacher aide certificate, an Associate Degree as a teacher assistant or a regular teacher certificate.

C. WORKING CONDITIONS

1. Paraprofessionals who work five (5) hours or more daily shall be entitled to a duty-free lunch period without pay for at least thirty (30) consecutive minutes.
2. Paraprofessionals who work five (5) hours or more daily shall receive two (2) break periods of ten (10) minutes each day.
3. Whenever any paraprofessional is required or requested by a supervisor to work more than the scheduled number of daily work hours, such additional time shall be paid at the appropriate hourly rate or through the practice of compensatory time off subject to the approval of both the paraprofessional and the immediate supervisor.
4. Whenever a paraprofessional is required or requested by an authorized supervisor to attend any workshop, seminar, or other in-service training session, the paraprofessional shall receive payment for the time in attendance at such session (subject to 3 above) as well as reimbursement for reasonable expenses including fees, meals and transportation. Requests for such reimbursement shall be documented.
5. No paraprofessional shall be disciplined or reprimanded without just cause. No paraprofessional who has completed a probationary period of three (3) years of employment shall be terminated without just cause. Any such action asserted by

the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged or mitigated as a result of finding that a supervisor may have made public comments during the emergent situation which prompted the disciplinary action.

6. By June 30 of each year, every effort will be made to notify each paraprofessional of re-employment status for the following academic year.
7. Paraprofessionals shall not be required to attend workshops without pay.
8. Paraprofessionals shall be afforded the option, unless so required, not to work any half-days at the end of the academic year without pay.

D. EVALUATION

1. Formal monitoring of the work performance of a paraprofessional shall be conducted openly and with full knowledge of the paraprofessional. A paraprofessional shall be given a copy of any evaluation report prepared by his/her evaluator before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the paraprofessional has received the report. The paraprofessional shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The paraprofessional shall have the right to submit a written response which will be attached to the file copy.
2.
  - a. A paraprofessional shall have the right upon request to review the contents of his/her personnel file in the presence of the Director of Human Resources or designee.
  - b. At least once each year, paraprofessionals shall have the right to indicate those documents and/or materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and be either destroyed or retained.

E. TRANSFER AND REASSIGNMENT

1. Paraprofessionals desiring a transfer shall make a request in writing to the Director of Human Resources. Consideration shall be given to individuals requesting transfer when positions become available. Prior consideration will be given to candidates within the system.
2. In the event of an involuntary transfer, the paraprofessional so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.

3. The Director of Human Resources shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.

F. LAY-OFF AND RECALL

1. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any paraprofessional covered herein, the following procedure should be followed:
  - a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  - b. Employees shall be selected for lay-off in inverse order of seniority within the following categories:
    - (1) Special Education Paraprofessionals
    - (2) Compensatory Education Paraprofessionals
    - (3) ESL Paraprofessionals
    - (4) Security Aides
    - (5) Kindergarten and Pre-school
    - (6) Licensed Practical Nurse
    - (7) Other positions differentiated from those above by reason of duties performed and skills required.
2. When vacancy occurs, a laid-off paraprofessional shall be entitled to recall thereto in order of seniority on the appropriate list.
3. Notice of recall to work shall be sent to the paraprofessional's last known address. Within seven (7) days of the receipt of such notice, the paraprofessional shall notify the Board of acceptance or rejection of this recall.
4. Any paraprofessional who fails to reply or who indicates a rejection of recall, shall forfeit all seniority and all rights to further recall. Any paraprofessional who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board of designee. Any paraprofessional who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
5. Miscellaneous
  - a. Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.

- b. Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day (1) of employment.
- c. New unit position shall be placed in a category as agreed by the parties.
- d. Seniority shall continue in all categories if a paraprofessional moves from one category to another within the unit.
- e. Seniority shall be terminated upon resignation or dismissal for cause.

G. PARAPROFESSIONAL IMPROVEMENT

- 1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expense incurred in connection with any courses, workshops, training sessions, or other such sessions which a paraprofessional is required and/or requested to take by the Administration.
- 2. The Board agrees to pay up to two hundred and twenty-five (\$225) dollars for the cost of tuition and other reasonable expenses incurred in connection with the other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training session, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subjected to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of approval receipts.
- 3. The Board and Association may agree to exceptions without prejudice to any other request.

H. RATES OF PAY FOR PARAPROFESSIONALS

2011-2012

<u>Step</u>	<u>Without Certificate</u>	<u>With Certificate</u>
0	23.68	25.58
1-5	24.44	26.40
6+	25.21	27.23

**2012-13**

<u>Step</u>	<u>Without Certificate</u>	<u>With Certificate</u>
0	24.11	26.04
1-5	24.87	26.86
6+	25.64	27.69

**2013-2014**

<u>Step</u>	<u>Without Certificate</u>	<u>With Certificate</u>
0	24.51	26.47
1-5	25.27	27.29
6+	26.04	28.12

**Paraprofessionals shall receive longevity pay as follows:**

After the tenth year	\$300
After the fifteenth year	\$500
After the twentieth year	\$1000

Longevity is based on continuous years of service. A break in service occurs when an employee resigns or declines an offer of re-employment after a layoff.

**ARTICLE XV**

**SECRETARIES/CLERKS**

**A. SECRETARY RIGHTS**

1. Nothing contained herein shall be deemed to deny or restrict any rights secretaries may have under the New Jersey State Law or other applicable laws or regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
2.
  - a. No secretary with tenure status shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged or mitigated as a result of a finding that a supervisor may have made public comments during the emergent situation which prompted the disciplinary action. Secretaries and clerks with statutory protection under the tenure laws or with alternate statutory appeal procedures may not submit disputes concerning disciplinary determination affecting them to binding arbitration.
  - b. Non-tenure secretaries who have completed the probationary period may grieve under the provisions of 2.a. above, only up to the level of the Board of Education.
  - c. Notwithstanding anything contained in this Agreement to the contrary, a probationary secretary shall have no right to grieve by reason of not being re-employed.
3. Whenever any secretary is required to appear before the Superintendent or designee for a conference to determine whether or not charges should be preferred against him or her, then he/she shall be given prior written notice of the reason for such meetings or interview and shall be entitled to have a representative of his/her choice present to advise and represent them during such meeting or interview.
4. Secretaries notified of termination pursuant to Section B 3 of this Article shall, upon written request, be given a written statement of reasons for termination of his/her employment.
5. When an individual secretary requests of his/her immediate supervisor a change in classification of position, the supervisor shall respond within thirty (30) school days.

B. SECRETARY EMPLOYMENT

1. Classification of Positions - Subject to Administrative Review and Revision.

Level I

Clerk 1  
Library Clerk 1 (Elementary)  
Receptionist

Level II

Adult Education Clerk 2  
AESOP Administrator/Personnel Clerk  
Attendance Clerk  
Clerk 2  
Library Clerk 2 (MS & HS)  
Maintenance Office Secretary  
Secretary 2

Level III

Accounts Payable Clerk  
Accounts Payable/Receivable Clerk  
Adult School Office Manager  
Athletic Department Secretary  
Budget Control Clerk  
Office of Curriculum and Instruction Clerk  
Employee Benefits Clerk  
High School Activities Comptroller  
Curricular Technology Secretary  
Child Study Team Secretary  
Secretary 3

Level IV

Payroll Clerk  
Secretary 4

2. Salary guides for all secretaries/clerks are attached hereto in Section H of this Article of the Agreement.

3. Termination of Employment

a. Written notice shall be submitted at least two (2) weeks prior to the effective date of a secretary's resignation.

b. Written notice of termination of employment shall be submitted to non-tenure secretaries at least two (2) weeks prior to the effective date of such termination.

- c. Upon request, a secretary so notified shall be given a written statement of reasons for termination of his/her employment.
- 4. Secretaries temporarily required to perform duties of another secretary whose job category is compensated at a high rate of pay shall be compensated at said higher rate of pay beginning with the fifth (5th) day of reassignment, or sooner with the approval of the Superintendent or the Superintendent's designee.

C. WORKING CONDITIONS

1. Ten (10) Month Work Year

The work year for ten (10) month secretaries shall consist of one hundred and ninety-five (195) work days beginning not earlier than four (4) work days prior to the first teacher work day and ending not later than seven (7) work days after the last teacher work day.

2. Hours

- a. A normal work week for secretaries in those personnel units designated in Article I shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday and Friday.
- b. A normal workweek shall consist of thirty-five (35) hours (excluding lunch).
- c. Each workday shall include a 15-minute coffee/rest break period in the morning as well as a 15-minute coffee/rest break period in the afternoon.
- d. Each workday shall have a lunch period of one (1) hour which shall not be included in or considered part of the workday.

3. Overtime

- a. Although overtime is understood to be a necessary condition of employment, the scheduling of overtime hours shall be mutually agreed upon by the secretary and immediate supervisor.
- b. A secretary who works more than 35 hours but not more than 40 hours in any one week shall be compensated on a straight hourly rate for the time worked.
- c. A secretary who works more than 40 hours shall be compensated on the basis of time and a half for each hour beyond the 40th hour worked in any one week.

4. Holidays

- a. There shall be a minimum of fourteen (14) paid holidays each contract year. July 1-June 30 for secretaries working a twelve (12) month schedule.
- b. If a holiday falls during a secretary's vacation period, the secretary shall receive an extra day off with pay.

5. Inclement Weather

- a. No secretary in those personnel units designated in Article I shall be required to work on any day the schools have been closed due to inclement weather. Such school closing may only be initiated by the Superintendent of Schools. On early dismissal days caused by inclement weather school building secretaries may be required to remain on the job until either all children from the secretary's school have been discharged from the buses or not more than one hour after the bus leaves the building.
- b. On delayed opening days, clerks and secretaries will make all reasonable efforts to arrive at work as close to the normal starting time as possible.

D. VACANCIES AND TRANSFERS

- 1. Notice of all vacancies shall be posted in each building.
- 2. Office personnel who desire a change in assignment may file a written statement of such desire with the Director of Human Resources.
- 3. Where qualified personnel make such application, they shall receive prior consideration in filling the vacancy.
- 4. In the case of an involuntary transfer, the Board or its designee shall discuss the transfer with the secretary and/or representative and shall make the final assignment in writing.

E. SICK LEAVE, PAID VACATION AND OTHER LEAVES OF ABSENCES

1. Sick Leave and Personal Leave

Secretaries shall be reimbursed for accumulated sick leave upon retirement at the rate of twenty-five dollars (\$25) per day except that no reimbursement shall be made upon deferred retirement.

2. Leaves of Absence

- a. After one (1) full year of employment, leave of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
- b. Other leaves of absence including medical leave extensions, may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
- c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.
- d. A leave without pay for military service shall be granted.
- e. Return from Leave

Personnel on Military Leave or any other extended leave shall, in writing, inform the Superintendent of intention to return as follows:

- (1) If a date of return is the start of school in September, notice should be received not later than the preceding April 1.
- (2) In other cases, notice must be received at least sixty (60) days before the scheduled date of return.

3. Paid Vacation

Employees who are employed on a twelve (12) month basis shall be entitled to the following paid vacation time.

- a. More than six (6) months but less than one (1) year by July 1-Five (5) days
- b. At least one (1) year but less than six (6) years by July 1-Ten (10) days
- c. At least six (6) years but less than twelve (12) years by July 1-Fifteen (15) days
- d. At least twelve (12) years--Twenty (20) days
- e. Secretaries may submit for full payment of up to two (2) vacation days each year.

F. PROFESSIONAL IMPROVEMENT

1. Secretarial personnel who attend the annual convention of the New Jersey Education Association shall notify their immediate supervisor at least one week in advance of the actual convention. After his/her return to school each secretary shall submit a Certificate of Attendance furnished by the NJEA.
2. Reimbursement of Tuition and Expenses
  - a. The Board shall reimburse at the rate of 100% expenditures for tuition, fees and books incurred in taking course or for fees charged for attending professional workshops when such attendance is requested by the Board or its designee.
  - b. The Board agrees to pay up to two hundred and twenty-five dollars (\$225) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.
  - c. The Board and Association may agree to exceptions without prejudice to any other request.
3. The Board shall grant each secretary one (1) request per contract year to attend a professional workshop or course sponsored by the New Jersey Association of Educational Secretaries provided that such workshops or courses are not conducted during the normal work day. Reimbursement, not to exceed \$10 will be made upon presentation of documentary evidence of attendance at an approved workshop or course.
4. All secretaries will be required to attend one (1) in-service day per year. The in-service will be held between September 1<sup>st</sup> and June 30<sup>th</sup> on a day when students are not present. The Association shall be responsible for planning and implementation.

G. LAY-OFF AND RECALL

1. Whenever the Board acts, by reason of reduction-in-force, to terminate the employment of any secretary covered herein:

- a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  - b. Secretaries and clerks shall be selected for lay-off in inverse order of seniority within the following categories:
    - (1) Clerks within each salary level or successive lower salary levels if the individual possesses the skills required.
    - (2) Secretaries within each salary level or successive lower salary levels if the individual possesses the skills required.
2. When a vacancy occurs, a laid-off secretary shall be entitled to recall thereto in order of seniority on the appropriate list.
  3. Notice of recall to work shall be sent to the secretary's last known address. Within seven (7) days of the receipt of such notice, the secretary shall notify the Board of acceptance or rejection of this recall.
  4. Any secretary who fails to reply or who indicates a rejection to the recall, shall forfeit all seniority and all rights to further recall. Any secretary who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any secretary who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
  5. Miscellaneous
    - a. Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.
    - b. Seniority shall be terminated upon resignation or dismissal for cause.
    - c. New unit position shall be placed in a category as agreed by the parties.
    - d. Seniority rights shall commence in each category after probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one (1) of employment.
    - e. Seniority shall continue in all categories if a secretary moves from one category to another within the unit.

H. SECRETARIAL SALARY GUIDES

2011-2012

Step	10mth Level 1	10mth Level 2	10mth Level 3	12mth Level 1	12mth Level 2	12mth Level 3	12mth Level 4
1	28,221	31,325	34,429	33,865	37,590	41,315	45,859
2	28,321	31,436	34,551	33,985	37,723	41,461	46,021
3	28,421	31,547	34,673	34,105	37,856	41,608	46,184
4	28,521	31,658	34,795	34,225	37,990	41,754	46,346
5	29,250	32,467	35,685	35,100	38,961	42,821	47,531
6	30,005	33,305	36,606	36,006	39,966	43,927	48,758
7	30,786	34,172	37,558	36,943	41,006	45,070	50,027
8	31,594	35,069	38,544	37,912	42,083	46,253	51,340
9	32,430	35,997	39,564	38,916	43,196	47,477	52,698
10	33,295	36,957	40,619	39,954	44,348	48,743	54,104
11	34,189	37,949	41,710	41,026	45,539	50,052	55,557
12	36,228	40,213	44,198	43,473	48,255	53,037	58,870

**2012-2013**

Step	10mth Level 1	10mth Level 2	10mth Level 3	12mth Level 1	12mth Level 2	12mth Level 3	12mth Level 4
1	28,662	31,815	34,968	34,395	38,178	41,961	46,576
2	28,762	31,926	35,090	34,515	38,311	42,108	46,739
3	28,862	32,037	35,212	34,635	38,444	42,254	46,901
4	28,962	32,148	35,334	34,755	38,578	42,401	47,064
5	29,691	32,957	36,223	35,629	39,549	43,468	48,248
6	30,446	33,795	37,144	36,535	40,554	44,573	49,475
7	31,227	34,662	38,097	37,473	41,595	45,717	50,744
8	32,035	35,559	39,083	38,442	42,671	46,899	52,057
9	32,871	36,487	40,103	39,445	43,784	48,123	53,416
10	33,736	37,447	41,158	40,483	44,937	49,390	54,821
11	34,630	38,439	42,249	41,556	46,127	50,699	56,274
12	36,669	40,703	44,736	44,003	48,843	53,684	59,587

**2013-2014**

Step	10mth Level 1	10mth Level 2	10mth Level 3	12mth Level 1	12mth Level 2	12mth Level 3	12mth Level 4
1	29,160	32,368	35,575	34,992	38,841	42,690	47,385
2	29,260	32,479	35,697	35,112	38,975	42,837	47,548
3	29,360	32,590	35,819	35,232	39,108	42,983	47,710
4	29,460	32,701	35,941	35,352	39,241	43,130	47,873
5	30,189	33,510	36,831	36,227	40,212	44,197	49,057
6	30,944	34,348	37,752	37,133	41,218	45,302	50,284
7	31,725	35,215	38,705	38,070	42,258	46,446	51,553
8	32,533	36,112	39,690	39,040	43,334	47,629	52,866

9	33,369	37,040	40,710	40,043	44,448	48,852	54,225
10	34,234	38,000	41,766	41,081	45,600	50,119	55,630
11	35,128	38,992	42,856	42,154	46,791	51,428	57,083
12	37,167	41,256	45,344	44,601	49,507	54,413	60,397

After the tenth year       \$300  
 After the fifteenth year   \$500  
 After the twentieth year   \$1000

Longevity is based on continuous years of service. A break in service occurs when an employee resigns or declines an offer of re-employment after a layoff.

**ELEMENTARY LIBRARY CLERKS**

The work year for elementary school library clerks shall be the same as the teacher work year.

**3 HOURS PER DAY**

<b><u>Step</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>	<b><u>2013-2014</u></b>
1	11,053	11,225	11,421
2	11,092	11,265	11,460
3	11,131	11,304	11,499
4	11,170	11,343	11,538
5	11,456	11,628	11,824
6	11,751	11,924	12,119
7	12,057	12,230	12,425
8	12,374	12,547	12,742
9	12,701	12,874	13,069
10	13,040	13,213	13,408
11	13,390	13,563	13,758
12	14,188	14,361	14,556

**ELEMENTARY LIBRARY CLERKS**

**3.5 HOURS PER DAY**

<b><u>Step</u></b>	<b><u>2011-2012</u></b>	<b><u>2012-2013</u></b>	<b><u>2013-2014</u></b>
1	12,895	13,096	13,324
2	12,940	13,142	13,370
3	12,986	13,188	13,415
4	13,032	13,233	13,461
5	13,365	13,567	13,794
6	13,710	13,912	14,139
7	14,067	14,268	14,496
8	14,436	14,638	14,865
9	14,818	15,020	15,247
10	15,213	15,415	15,642
11	15,622	15,823	16,051
12	16,553	16,755	16,983

## ARTICLE XVI

### TEACHERS/CERTIFIED PERSONNEL

#### A. TEACHER RIGHTS

##### 1. Just Cause

No teacher, tenured or non-tenured, shall be disciplined, reprimanded, or deprived of any increment without just cause; however, no teacher shall have the right to arbitrate a denial of increment. Notwithstanding anything contained in this Article or in this Agreement to the contrary, a non-tenured teacher shall have no right to arbitrate by reason of his/her not being re-employed. Nor shall any teacher have the right to arbitrate due to an appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is not possible or not required. Teachers with statutory protection under the tenure laws or any alternate statutory appeal procedures may not submit disputes concerning disciplinary determination affecting them to binding arbitration.

##### 2. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent, the Superintendent's designee, Board or any committee, member, representative or agent thereof concerning any matter which may be recorded and could adversely affect the continuation of that teacher in any office, position or employment or the salary or any increments pertaining thereto, then the teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent said teacher during such meeting or interview.

#### B. TEACHER EMPLOYMENT

##### 1. Adjustment on Salary Guide

Each teacher, except those who have been denied an increment, shall be placed on the proper step of the salary levels as of the beginning of each school year in accordance with the adopted salary guide. Any teacher employed after July 1, 1978 shall be given credit for one (1) year of service towards the next increment if said teacher was employed for more than one half the teacher work days during the year in question.

##### 2. Credit for Experience

The placement of newly appointed teachers on the salary guide shall be established by agreement between the Board and the individual teacher. Newly appointed teachers may be granted credit on the salary guide for approved

teaching or non-teaching experience. A teacher and the Board may agree to placement on the salary guide at a level below a teacher's total years of previous experience.

3. Military Service Credit

Salary credit for new teachers employed after July 1, 1978 with honorable discharge shall be equal to one (1) step on the salary guide for each year of such military service or major fraction thereof up to a maximum of four (4) years.

4. Peace Corps, VISTA, and National Teacher Corps Experience not to exceed two (2) years in the Peace Corps, VISTA, and the National Teacher Corps will be given upon initial employment after notification of satisfactory performance.

5. Industrial Experience

Credit on the salary guide at the time of employment for fully certified industrial arts and vocational education teachers shall be for up to a maximum of five (5) steps at the rate of one (1) year credit for each year of approved industrial experience.

6. Returning to District

Teachers with previous teaching experience in Piscataway Township district shall, upon returning to the system, receive full credit on the salary schedule for all approved outside teaching experience, military experience, or other experience as indicated by the Peace Corps, VISTA, or the National Teacher Corps.

7. Increments

Annual increment for merit under the teacher's basic ten (10) months salary scale shall be according to the teachers' salary guide, upon written recommendation of the Superintendent and approved by the Board of Education.

8. Previous Sick Leave Accumulation

Previous accumulated sick leave shall be restored to all returning teachers except in the case of a voluntary quit for those hired after July 1, 1998.

9. Reduction of Teachers

The Board agrees that it shall abide by those laws and regulations which may be concerned with a reduction in the number of teaching staff members for the purpose or intention of undermining the Association or discriminating against any of its members.

C. TEACHING HOURS AND TEACHING LOAD

1. Teacher Work Day

a. Reporting and Departing Procedure

Teachers shall indicate their presence for and absence after duty each day by placing their initials in the appropriate column of the faculty "sign in" roster upon arrival and departure respectively.

b. Arrival and Departure Time

No teacher, unless on special assignment, shall be required to report for duty earlier than twenty (20) minutes prior to the times designated as the start of the school day (late bell) for pupils. All teachers shall be permitted to leave the building ten (10) minutes after the close of school day except when on special assignment or when required to attend a professional meeting. Special assignment shall be defined as any assignment which exists by reason of uncontrolled or abnormal circumstances.

c. High School Homeroom and Rotating Duty Assignment Procedure

Except in cases of emergency, the following procedure shall be followed when selecting teachers for assignment to homeroom or rotating duty roster in each building of the high school.

(1) Homeroom Assignment

(a) Teachers shall be selected for homeroom assignment from among priority groups as listed below in descending order. All members of a higher priority group must be assigned before members of the next priority groups are considered. Separate priority lists shall be established for each building of the high school.

[1] Volunteers

[2] Teachers scheduled to teach five (5) classes and conduct one (1) duty or study period.

[3] Teachers scheduled to teach six (6) classes within contractually established limit of "preparation".

[4] Teachers scheduled to teach five (5) or more classes exceeding the contractually established limit of "preparation".

- (b) Teachers shall be assigned to a priority group based upon the tentative schedule in effect as of August 15 prior to any school year and shall remain in that priority group for the entire school year. Teachers assigned to both high school buildings will be placed on the priority list of the building in which they are assigned first period (second period if the first period is preparation time).
- (c) Each priority group shall be internally ranked by consecutive years of homeroom assignment and if tied, by random selection.

(2) Assignment to Rotating Duty Roster

Rotating duty roster shall be made up of all teachers in priority groups [1] and [2] as well as those teachers in priority group [3] who have not been assigned a homeroom.

(3) High School Detention Duty Assignment Procedure

Except in cases of emergency, the following regulations shall be followed when assigning after school detention duty at Piscataway High School.

(a) Teacher Volunteer

After school central detention duty at Piscataway High School shall be performed by a teacher volunteer who teaches no more than five (5) classes (assuming a seven (7) period schedule) and is assigned no other teaching or non-teaching duty during the school day on which detention duty is performed.

(b) First Period

Every effort shall be made to schedule said teacher volunteer with a duty-free first period permitting said teacher to report to school sixty (60) minutes later than the normal reporting time established for all other teachers.

(c) No Volunteer

If for any reason and at any time a teacher volunteer is not forthcoming, the Campus Administrator or designee may assign a teacher or teachers to central detention duty pursuant to paragraph a. and b. above.

(d) Seven Period Day

If the existing seven (7) period day is modified to a larger or smaller number of periods, all time limits contained herein shall be appropriately prorated.

(4) District-Wide Rotating Duty Assignment Procedure

Except in cases of emergency, the following regulations shall be followed when assigning rotating duty before and after school.

(a) Reporting Time

No teacher shall be required to report for work earlier than twenty (20) minutes prior to the time designated as the start of the school day (late bell) for pupils.

(b) Assignment Time

No teacher shall be assigned to duty prior to the time designated for them to report for work.

(c). After School

No teacher shall be required to serve on rotating duty after school for more than ten (10) minutes after the close of the school day (dismissal bell) for pupils except for circumstances beyond the control of the building administrator in which case a teacher may be required to remain on duty until such time as students are safely dismissed.

(5) Extra Curricular Activities

Teacher participation in extra-curricular activities shall be paid according to Section X of this Article.

2. Teaching Load

a. High School Teachers

- (1) The daily teaching load of high school teachers (grades 9-12) shall be six (6) teaching periods and the assignment of a supervised study or another non-teaching activity period, exclusive of preparation time, shall be considered one of the six (6) periods. Any teacher in the High School who teaches seven (7) classes shall be paid an additional salary amount equal to 1/6th of his/her annual salary. All reasonable efforts shall be made for all teachers in the senior high school to have one (1) preparation period per day. Subject to the above, senior high school classroom teachers shall not be required to make more than three (3) preparations at one time in not more than two (2) subject areas. If, because of the number of classroom teachers in a particular subject, more than three (3) preparations are required, senior high school personnel concerned shall have a daily teaching load of five (5) teaching periods and no supervised study period or other non-teaching activity shall be assigned.
- (2) The Board shall seek to make 6th period assignments in an equitable manner taking into account the requests of individual teachers, but final assignment will remain the prerogative of the Superintendent or designee.

b. Middle School Teachers

All reasonable efforts shall be made for middle school teachers, grades 6-8, to have one (1) preparation period per day. To the extent that the team planning requirement is continued as determined by the Board or its designee, all reasonable efforts shall be made for all academic area middle school teachers to have a common grade level planning period per day.

c. Elementary School Teachers

All reasonable efforts shall be made for elementary teachers to have five (5) preparation periods per five (5) day week with each period corresponding to the length of the special area subject period during which it is taken, whether it be art, music, physical education or library. During this time the elementary teachers shall not be assigned to any other duties unless it is an emergency situation as determined by the Principal. Such preparation time shall be within staff and budgetary limitations as determined by the Board or its designee.

d. Loss of Preparation Period

Teachers who are required to substitute for an absent teacher and who subsequently loses their preparation period shall be compensated at a rate equal to a prorated portion of \$60 per day for the length of preparation period time lost. This provision shall apply only under the following circumstances:

- (1) The absent teacher is not available for reason of approved leave of absence and the Board has failed to provide a substitute.
- (2) A teacher is asked to absorb the students of an absent teacher where item one applies. In the event the total number of students is divided among several classes, the maximum payment per day shall be prorated. This provision shall not apply when absent teacher is engaged or participating in a school activity and a substitute is not normally hired.

- e. When participating in a state mandated provisional teacher program, mentored and mentoring teachers shall be allowed time up to 3 days per year in the aggregate as may be approved by the Principal or Supervisor. Mentors and mentees shall have one common planning period per month

3. Lunch Periods

a. Elementary School Teachers

Every effort shall be made to provide elementary teachers with a duty-free lunch period as close to the students' period as possible except in emergencies or inclement weather.

b. Middle School Teachers

All reasonable efforts shall be made for middle school teachers (grades 6-8) to have a duty-free lunch period per day.

c. High School Teachers

High school teachers (grades 9-12) shall be assigned a duty-free lunch period per day.

- d. Teachers may leave the building without requesting permission during their scheduled lunch periods providing they notify the Principal.

4. Meetings

Teachers may be required to remain after the end of the regular workday for the purpose of attending up to four (4) meetings per month, not including those meetings outlined in Article X. The notice of an agenda of any faculty meeting may be given to teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. Staff shall not be required to attend more than four (4) district-wide departmental meetings per year. These meetings shall start no later than 15 minutes later than the dismissal time of the latest school. Building faculty and building departmental meetings shall begin no later than 10 minutes after student dismissal time.

D. SALARIES

The salaries of all teachers covered by this agreement shall be pursuant to Section W of this Article of the Agreement.

E. EXTENDED LEAVE OF ABSENCE

1. The Board of Education shall grant leave of absence, as specified below, to all teachers described in ARTICLE I of this agreement. All requests, extensions or renewal of leave shall be applied for in writing. Board of Education decisions shall be communicated in writing to the applicant.

2. Military Leave

a. Armed Forces

If, during the employment by the Board of Education, a teacher enters the military, naval or associated organizations, either by voluntary enlistment or pursuant to or in connection with the operation of any system of selective service, said teacher shall be granted a leave of absence without pay for the duration of service. All increments given to the other teachers and which such a person would have enjoyed had they not entered such military, naval, or associated service, shall apply in computing the annual salary upon the resumption of service in Piscataway Township Public Schools.

3. Sabbatical Leave

a. Sabbatical leave for the ten (10) month school year with sixty percent (60%) pay shall be granted during the term of this agreement for up to two (2) but not less than one (1) teacher per year.

b. Reason for Sabbatical

(1) Study

- (2) Research
- (3) Travel

c. Eligibility

- (1) Eligibility for Sabbatical Leave shall be based on a minimum of seven (7) years of service in Piscataway Township Schools.
- (2) Seniority in the district and the earliest dated application shall be considered when granting a sabbatical leave.

d. Application/ Contract

(1) Travel

Application for Sabbatical Leave for travel shall include an itinerary and an explanation of the benefit to the school system and the teacher to be realized for such travel.

(2) Study and Research

Application for study or research shall include a detailed description of the program of studies or research.

(3) Deadline and Reply

Application for Sabbatical Leave shall be made as far in advance as possible but not later than March 1 of the year prior to the leave. The Board shall indicate approval or disapproval of such application by April 30.

e. Return from Sabbatical

Teachers granted a Sabbatical Leave shall agree to return to their teaching position in Piscataway Township Schools for the two (2) school years next succeeding the year of the leave. Failure to return to teaching duties shall result in forfeiture of all salary paid during the sabbatical leave.

4. Other Leaves

a. International and Federal Programs

A leave without pay for up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers Corps, or

serves as an exchange teacher or overseas teacher, as a full-time participant in either research programs or accepts a Fulbright Scholarship.

b. Outside Teaching

A teacher on tenure may be granted a leave of absence without pay for one or two years to teach in an accredited college or university.

c. Political

The Board may grant a leave of absence without pay to any tenure teacher to serve in public office.

d. Illness in Family

A leave of absence without pay for one (1) year may be granted to a tenure teacher for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the recommendation of the Superintendent and at the discretion of the Board.

e. Other Leaves

Other leaves of absence without pay may be granted to tenure teachers by the Board of Education upon the recommendation of the Superintendent.

5. Return from Leave

Teachers on leave under this Article shall notify the Board in writing no later than April 1 of the last year of their leave of their intent to return or not return to the district. All benefits to which a teacher was entitled at the time said teacher's leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon the teacher's return.

F. TEMPORARY LEAVES OF ABSENCE

The Board of Education shall grant temporary leave of absence, as specified below, to all teachers covered by this Agreement.

1. Sick Leave

a. Arrangements for Substitutes

In case of absence, the call for substitute teachers should be made as early as possible according to the procedure prescribed by the Superintendent of Schools.

- b. Teachers shall be reimbursed upon retirement for unused accumulated sick leave which has been accumulated from initial employment to the year of retirement at the rate of thirty-four dollars (\$34) per day except that no reimbursement shall be paid upon deferred retirement.

2. Visitation to Other Schools

Two (2) days are allowed without loss of pay for each teacher annually for visitation to other schools. The request showing the location, school and grades to be visited, approved by the principal, must be submitted to the Superintendent for approval at least one (1) week before the date of the visit. The request should also show the nature of the arrangements made with the Principal of the school to be visited. A form, prepared by the Superintendent, shall be used for this purpose.

3. Other Leaves

The Board shall allow leave with pay for the time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

## G. TEACHER ASSIGNMENT

### DEFINITION:

Assignment shall mean the subject area taught by a teacher in a senior high school or a special teacher in an elementary school or middle school, or the grade level taught by a teacher in an elementary school, or the grade level or subject level (whichever is appropriate) taught by an academic area middle school teacher.

1. Notification

- a. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules by June 15 and written notice or posting of a tentative assignment for the forthcoming year not later than July 1. Teachers shall be notified of any changes in their tentative assignment no later than August 15.

- b. New Teachers

The Superintendent shall notify all newly appointed personnel of their specific positions within the subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of this assignment to new teachers as soon as practicable and except in cases of emergency, no later than August 15.

c. Revision

In the event that a change in assignment is proposed, any returning teacher affected shall be notified in writing and, upon request of the teacher, the change shall be promptly reviewed.

2. Voluntary Reassignments

Teachers who desire a change in assignment may file a written statement of such desire with the Superintendent not later than February 28. Such statement shall include the type of change desired and the order of preference should there be several alternatives.

a. Notice of Vacancies

Not later than February 28 of each school year known vacancies shall be listed in the Superintendent's staff bulletin and distributed to staff members.

b. Association Notified of Reassignments

A copy of all reassignments will be sent to the Association by September 15.

3. Involuntary Reassignment Procedure

The procedure for involuntary reassignment shall include:

a. A list of open positions in the school district shall be made available to all teachers being involuntarily reassigned. Such teachers may request the positions in order of preference to which they may be reassigned.

b. At the request of the teacher, a meeting between the principal and/or supervisor shall be arranged so as to inform the teacher the reasons for the reassignment.

c. A teacher, upon request, may meet with each person in line of authority up to the Assistant Superintendent or counterpart.

d. Teachers, may at their option, have a local Association representative present at meetings with any person designated in this Section.

4. Traveling Teachers

Teachers who are required to use their own automobiles in the performance of their duties after their arrival at base school or office and teachers who are

assigned to more than one (1) school per day shall be reimbursed for all approved travel at the rate mandated by State regulations in effect as of July 1 of each school year. Such travel reimbursement request shall be documented.

5. During-the-Year Vacancies

Whenever a non-promotional vacancy, resulting from the promotion or resignation of an incumbent, occurs during the academic year, any teacher who applies for the position shall be considered to fill the vacancy. If the applicant is found acceptable to fill the vacancy, a transfer or reassignment shall be made as soon as practicable without disrupting the continuity of any educational program but in no case later than the next succeeding September 1st.

H. TRANSFER

DEFINITION:

A transfer shall mean a change in the school in which a teacher works full time.

1. Teacher Request

Teachers who desire to transfer to another school may file a written statement of such desire with the Superintendent no later than February 28. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.

2. Notice of Vacancies

Not later than February 28 of each school year, known vacancies shall be listed in the Superintendent's Staff Bulletin and distributed to staff members.

3. Notice of Transfers

A notice of transfer shall be made to teachers as soon as practicable and except in cases of emergency, not later than April 1. A copy of all transfers will be sent to the Association by June 1.

4. Involuntary Transfer Procedure

a. Notice of Open Positions

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred. Such teachers may request the positions in order of preference to which they desire to be transferred.

b. Meeting with Principal

At the request of the teacher, a meeting shall be held between the teacher involved and the building Principal at which time the teacher shall be notified of the reasons thereof.

c. Appeals

A teacher, upon request, may meet with each person in line of authority up to the Assistant Superintendent or counterpart.

5. Representation

A teacher may, at the teacher's option, have an Association representative present at meetings with any person designated in this Section.

I. PROMOTION PROCEDURE

DEFINITION:

A promotional position shall mean a full time, certificated position which commands a salary in excess of those salaries specified on the salary guide for certificated personnel. Whenever vacancies occur in new or existing "promotional positions" these procedures shall be followed by the Administration.

1. Notification

Notify by e-mail or through the Piscataway School District Website.

2. Applications

Ask all candidates from within and outside the system to submit written application and credentials for consideration.

3. Review all applications and interview all qualified candidates from within the system.

4. Notice of Decision

Notify within reasonable time all candidates of the decision reached with reference to filling the position.

J. TEACHER EVALUATION

1. General Criteria

a. All formal monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

b. Certified Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction by persons designated by the Superintendent.

c. Copies and Conferences

A teacher shall be given a copy of any class visit or evaluation report prepared by the teacher's evaluators prior to any conference to discuss it. If the evaluation is unfavorable to the teacher, a request for a twenty-four (24) hour delay in the conference schedule shall be granted.

2. Evaluation Procedure

a. Communication

Prior to any annual evaluation report, the immediate Supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Paragraph b below, with said teacher regarding the teacher's performance as a teacher.

b. Supervisory Reports

Supervisory reports shall be presented to the teacher by the Principal or counterpart Supervisor periodically in accordance with the following procedures:

(1) Such reports shall be issued in the name of the appropriate Supervisor.

(2) Such reports shall be addressed to the teacher.

(3) Such reports shall be written and shall include, when pertinent:

(a) Strengths of the teacher as evidenced during the period since the previous report.

- (b) Weaknesses of the teacher as evidenced during the period since the previous report.
  - (c) Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.
- (4) All teachers will be entitled to at least one (1) supervisory report resulting from administrative observations not later than March 15 each year. Non-tenure teachers employed prior to November 1 will be entitled to at least three (3) supervisory reports resulting from administrative observations not later than March 15 each year. If possible, the first of these reports shall be issued no later than November 15. Teachers employed after November 1 shall be entitled to two (2) reports.
  - (5) Such reports shall be provided to each teacher within five (5) school days of the observation covered by the report.

3. Final Evaluation

Final evaluation of a teacher upon termination of the teacher's employment shall be conducted prior to severance and no documents and/or material shall be placed in the personnel file of each teacher after severance or otherwise in accordance with the procedure set forth in this Section.

K. FAIR DISMISSAL PROCEDURE

1. Notification of Status

a. Date

On or before May 15 of each year, the Superintendent shall give to each non-tenure teaching staff member continuously employed since the preceding September 30 either:

- (1) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increase in salary benefits as may be required by law or agreement between the Superintendent and the Association, or
- (2) A written notice that such employment shall not be offered.

b. Reasons

Any non-tenure teacher who has received a notice pursuant to (2) above may, within fifteen (15) calendar days, request in writing a statement of reasons from the Board which statement shall be furnished to the teacher within thirty (30) calendar days.

c. Informal Appearance Before the Board

Any non-tenure teacher who has received a notice that re-employment will not be offered and who has requested and received a statement of the reasons therefore, may request an informal appearance before the Board. Such request shall be in writing and shall be filed within ten (10) calendar days after the receipt of the reasons from the Board. The informal appearance shall be scheduled within thirty (30) calendar days from the receipt of the request for such informal appearance. A non-tenure teacher's appearance before the Board regarding non re-employment shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the teacher to convince the members of the Board to offer re-employment. The Board shall determine a reasonable length of time for the proceeding and provide adequate written notice to the teacher regarding the date and time of the informal appearance. The non-tenure teacher may choose a representative of the Association to be present at the hearing. Witnesses may appear on behalf of the teacher. Such witnesses need not present testimony under oath and shall not be cross-examined by the Board. Witnesses shall be called into the meeting to address the Board one at a time and shall be excused from the meeting after making their statements. Within three (3) days following the informal appearance, the Board shall notify the affected teacher, in writing, of its final determination.

2. Failure to Comply

Should the Superintendent fail to give a non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, all within the time and in the manner provided in this section, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon terms and conditions of employment as may be required by law or agreement between the Board and the Association.

3. Notification of Intention to Return

If the teacher desires to accept such employment, the teacher shall notify the Board of such acceptance, in writing, on or before June 1, in which event such

employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue employment of the teacher.

4. The aforementioned provisions of this Section K shall not be subject to arbitration.

L. TEACHER ADMINISTRATION LIAISON

1. The Association members of each building shall elect members to serve on an Advisory Council which shall meet with the Building Administrators to review and discuss building problems and practices.
2. The Association's representative shall meet with the Superintendent and, if possible, the Central Administrators during the school year to review and discuss current school problems and practices and the administration of this Agreement.

M. PROTECTION OF TEACHERS AND PROPERTY

1. Disorder

In the event of any disorder in the school program, the faculty shall meet with the administration as soon as possible to discuss appropriate course of action.

2. Assault

- a. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.
- b. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent.

3. Transportation of Students

- a. The Board shall provide liability insurance coverage for all teachers who voluntarily transport students in their respective cars in the case of principal-approved extra curricular activities before, during, and after school.
- b. Teachers shall not be required nor shall they be requested to volunteer to transport students in their respective cars.

N. DISCIPLINE PROCEDURES

The Building Advisory Council may make recommendations regarding student discipline procedure for the consideration of the building principal.

O. PERSONAL AND ACADEMIC FREEDOM

1. Citizenship

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

2. Controversial Issues

The consideration of controversial questions has a legitimate place in the curriculum of the public schools. Such studies should involve presentation of all sides of the question under consideration and should at no time be based upon the assumption that there is only one correct point of view.

P. PROFESSIONAL MEETINGS

1. Eligibility to Attend

a. Eligibility to attend meetings of county, state, and national professional organizations involving absence from a teacher's position shall be based on the relevance of the meeting to the teacher's assignment within the district, leadership in positions of local, county and state affiliations and/or participation in the program of the meeting.

b. Teachers will be reimbursed the full cost of registration fees, travel, and other reasonable expenses for any workshops, seminars or other professional meetings as may be approved by the Superintendent or designee. Less than full reimbursement may be approved after agreement with the Association.

2. A report by the teacher on the activities of the meeting or conference shall be filed with the building principal and a copy sent to the Superintendent of Schools.

3. Mileage

Mileage reimbursement shall be computed at the rate mandated by State regulations effective July 1st of each contract year.

4. Vouchers

All vouchers for reimbursement shall be supported by attached receipts or other documentation.

5. NJEA Convention

Teachers attending the annual convention of the NJEA shall receive reimbursement of ten dollars (\$10) for expense upon submission of receipts for expenditures of educational materials and a receipt of certificate of attendance furnished by the NJEA.

6. Suicide prevention and all other district or State mandated training shall receive hour for hour professional credit toward the State's mandated one hundred (100) hours of professional development.

Q. SCHOOL CALENDAR

1. School Calendar

The Superintendent shall prepare the annual school calendar consistent with NJSA 18A:25-3 and other pertinent regulations of the State Board of Education. The Superintendent shall meet and confer with the representative of the Association to discuss distribution of holidays.

2. Work Year

The total in-school work year for teachers shall not exceed one hundred eighty-six (186) scheduled work days which shall be reduced by emergency closing except that teachers may be required to report for work during unscheduled emergency closing resulting from student disruption or situations which require the participation of teachers in the solution, problems or the planning of procedures dealing with the emergency.

3. State Aid

In the event of any emergency, or unusual reason notwithstanding anything contained in the Section to the contrary, the Board may require a teacher to work in order to meet the minimum requirements of the law to receive state aid.

4. New Teacher Orientation

Newly hired teachers will be required to attend two (2) orientation days without additional compensation. The days will be scheduled during the week preceding Labor Day. Teachers hired after the start of the school year will be given in-service training after school hours.

R. PART-TIME TEACHERS

1. Salary

Part-time teachers shall be paid a prorated portion of the appropriate salary as listed in this section of the Agreement.

2. Full Time Equivalency

The full time equivalency of each part-time teacher shall be determined by dividing the number of daily scheduled work hours by six (6) or, in the case of unequal daily hours, dividing the number of weekly scheduled work hours by thirty.

4. Other Rights and Benefits

a. Prorated benefits

Except as otherwise specified, part time teachers shall receive a prorated portion of all benefits applicable to full time teachers.

b. Section C of this Article of the Agreement shall not be applicable to part-time teachers.

c. The daily time schedule of part time teachers shall include a prorated portion of preparation time. In the elementary schools such preparation time shall be calculated at the rate of five (5) minutes for each hour of scheduled work per pay.

d. After School Meetings

Part-time teachers may be required to attend up to four (4) meetings per month after the end of the workday. When meetings are scheduled at a time which is not contiguous with the teacher's normal dismissal time, attendance is normally expected unless otherwise arranged with the immediate Supervisor.

e. Arrival and Departure

Part-time teachers shall indicate their presence for work each day by placing their initials in the appropriate column of the faculty "sign-in" roster prior to the start of their scheduled workday and again upon departure.

f. Scheduled Work Hours

The scheduled work hours of part-time teachers shall be defined as assigned teaching and preparation time and, except in the cases of emergency, such teachers shall not be obligated to perform duty before or after their scheduled work hours.

g. Extra Curricular Activities

Participation of part-time teachers in extra-curricular activities shall be paid according to Section X of this Article.

S. TUITION REIMBURSEMENT

All full time certified staff members shall be eligible to receive reimbursement of tuition cost, in accordance with N.J.S.A. 18A: 6-8.5, for courses taken in a college or university pursuant to the following provisions.

1. Courses must be related to the educator's profession and be approved in advance by the Superintendent or designee.
2. Courses to be approved shall be those not required for full certification for the position held by the teacher.
3. Teachers with tenure status shall be eligible for reimbursement at the rate of two hundred and fifty dollars (\$250) per credit for up to twelve (12) credits of study.
4. Non-tenure teachers shall be eligible for courses taken during the period of July 1 to June 30, for reimbursement at the above rate for up to nine (9) credits of study but only after one (1) year of satisfactory service in Piscataway Township Schools.
5. Reimbursement will be made when a teacher submits a receipt (or copy) of tuition paid and a copy of the course credit form indicating a grade of "B" or better received when the course is completed.
6. Tuition reimbursement for part-time teachers shall be based upon a number of credits prorated according to the full time equivalency.
7. The Board's annual expenditure for tuition reimbursement shall not exceed one hundred thousand dollars (\$100,000) per year.

Courses shall be charged against the one hundred thousand dollar (\$100,000) limit based on the course completion date between July 1 and June 30.

T. SALARIES FOR CERTIFIED PERSONNEL

1. Eligibility for placement on the BA+15 schedule is subject to the following conditions:
  - a. Credits must have been earned by September 1.
  - b. Credits must have been earned after the awarding of the Bachelor's Degree
  - c. Documentation of credits earned above the Bachelor's Degree must be provided by the teacher no later than November 15.
  - d. All credits above the Bachelor's level must be approved by the Superintendent.

U. EXTRA DUTY COMPENSATION

1. Whenever vacancies occur in new or existing "Extra Duty" positions these procedures shall be followed by the Administration.
  - a. Not later than May 1, staff members shall be notified of all extra duty vacancies for the coming school year.
  - b. A review shall be made of all applications and all qualified candidates from within the system shall be interviewed.
  - c. All candidates shall be notified within a reasonable period of time of the decision reached with reference to filling the position.
  - d. Staff members may place their name on file for consideration of an extra duty position at any time. The administration shall keep a file in the event that a vacancy occurs during the school year.
  - e. Preferential consideration shall be given to all candidates from within the district.
  - f. After the general posting, extra-curricular vacancies shall be posted individually during the academic year. The Association shall be notified of said vacancies during the summer recess.
  - g. Extra-duty contracts shall be issued no later than thirty (30) days after teachers have been appointed to such positions by the Board.
2. The method of payment for extra-curricular compensation shall be as follows:

- a. Full year activities shall be compensated at the teacher's option as follows:
  - (1) One installment at the last pay date of the academic year.
  - (2) Two installments at January 30 and the last pay date of the academic year.
- b. Single session activities shall be compensated with one (1) payment at the next succeeding payroll after the Director of Human Resources is notified of assignment completion.

3. Extra Duty Compensation

Extra Duty Salary Guides are attached hereto in Section W.

W. SALARY GUIDES

**2011-2012 and 2012-13**

**Guide starts on February 1, 2012**

**Teachers remain on the same step for the 2011-12 and 2012-13 school years.**

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>6TH YR.</u>	<u>DOC</u>
1	45,367	48,223	49,193	51,273	53,733	56,233
2	46,025	48,923	49,893	51,973	54,433	56,933
3	46,683	49,623	50,593	52,673	55,133	57,633
4	47,451	50,440	51,410	53,490	55,950	58,450
5	49,601	52,727	53,697	55,777	58,237	60,737
6	52,650	55,971	56,941	59,021	61,481	63,981
7	55,805	59,327	60,297	62,377	64,837	67,337
8	59,179	62,917	63,887	65,967	68,427	70,927
9	62,784	66,752	67,722	69,802	72,262	74,762
10	66,752	70,973	71,943	74,023	76,483	78,983
11	71,282	75,792	76,762	78,842	81,302	83,802
12	76,801	81,663	82,633	84,713	87,173	89,673

**2013-2014**

Step	ND	BA	BA+15	MA	SIXTH YR.	DOC
1	46,681	49,537	50,507	52,587	55,047	57,547
2	47,339	50,237	51,207	53,287	55,747	58,247
3	47,997	50,937	51,907	53,987	56,447	58,947
4	48,765	51,754	52,724	54,804	57,264	59,764
5	50,915	54,041	55,011	57,091	59,551	62,051

6	53,964	57,285	58,255	60,335	62,795	65,295
7	57,119	60,641	61,611	63,691	66,151	68,651
8	60,493	64,231	65,201	67,281	69,741	72,241
9	64,098	68,066	69,036	71,116	73,576	76,076
10	68,066	72,287	73,257	75,337	77,797	80,297
11	72,596	77,106	78,076	80,156	82,616	85,116
12	78,115	82,977	83,947	86,027	88,487	90,987

1. For other personnel with ten month contracts, add the indicated amount to the base salary:

(a)	Social Worker	\$1,040
(b)	Learning Disability Teacher Consultant	\$1,040
(c)	School Psychologist	\$1,040

2. Salaries for School Psychologists who were employed prior to July 1, 1989 shall be increased by a percentage equal to the percentage increase of the maximum salary in the appropriate training level.

3. All certificated staff shall receive longevity pay as follows:

**2011-14**

After the fifteenth year	\$750
After the twentieth year	\$1,250
After the twenty-fifth year	\$2,500
After the thirtieth year	\$3,000

Longevity is based on continuous years of service. A break in service occurs when a employee resigns or declines an offer of re-employment after a layoff.

**Extra Duty Salary Guide**

<b><u>Curricular</u></b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Technology Coordinators	\$5004	\$5104	\$5206
Subject Area Specialists	\$5004	\$5104	\$5206
K-12 Area Coordinators	\$5785	\$5900	\$6019
Team Leader/GLA	\$4277	\$4362	\$4450
<b><u>Extra Curricular</u></b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
Yearbook Editorial	3872	3949	4028
Yearbook-Business	2926	2985	3045
Chieftain-Editorial	3440	3509	3579
Chieftain-Business	2726	2781	2837
Drama Advisor	3975	4054	4136

Assistant Drama Advisor	3108	3170	3234
Choral Director	5236	5340	5447
Band Director	8789	8965	9144
Band Front Director	2394	2442	2491
Student Government Advisor	4080	4162	4245
Radio Station Advisor	6465	6594	6726
Math League Advisor	4652	4745	4840
Honor Society Advisor	3107	3169	3232
Key Club Advisor	3108	3170	3234
Stage Advisor	5068	5170	5273
Literary Magazine Advisor			
Editorial	3108	3170	3234
Business	3108	3170	3234
FBLA Advisor	3108	3170	3234
Performing Arts Ensemble Advisor	3978	4058	4139
Performing Arts Assistant Advisor	3108	3170	3234
Class Advisor			
Senior	6416	6544	6675
Junior	4842	4939	5038
Sophomore	3268	3333	3400
Freshman	3268	3333	3400
Science League (Coordinator)	429	438	447
(Chaperone)	952	971	990
Biology I Team Advisor	791	806	822
Biology II Team Advisor	791	806	822
Chemistry I Advisor	791	806	822
Chemistry II Advisor	791	806	822
Physics I Team Advisor	791	806	822
Physics II Team Advisor	791	806	822
Mock Trial	791	806	822
Home Instructor Facilitator	5004	5104	5206
Int. Club Cultural Arts Advisor	3108	3170	3234
SMAP & SO & RACC	1462	1491	1521
Odyssey of the Mind	791	806	822
Robotics	791	806	822
Audio Specialist	791	806	822
AFJROTC Drill Advisor	5791	5906	6024
Musical Director	3543	3614	3687
Music/Vocal Co-Director	2345	2392	2440
Music/Co-Director	2345	2392	2440
Musical Producer	2775	2831	2888
Piano	1033	1054	1075
Stage Manager	1261	1286	1312
Choreographer	2345	2392	2440
Sound/Lighting	1261	1286	1312
Production Admin.	1033	1054	1075

Athletic Coaches

	2011-12			2012-13			2013-14		
	G-1	G-2	G-3	G-1	G-2	G-3	G-1	G-2	G-3
Football Head	8258	8838	9471	8423	9015	9660	8592	9195	9853
1st Assistant	5302	5707	6117	5408	5821	6239	5516	5937	6364
2nd Assistant	5004	5435	5817	5104	5543	5933	5206	5654	6052

Basketball/Wrestling  
Gymnastics/Swimming

Head	7710	8455	9056	7864	8624	9237	8022	8796	9421
Assistant	4888	5302	5715	4986	5408	5829	5085	5516	5946

Baseball/Spring Track/Soccer  
Field Hockey/Softball/Volleyball

Head	7426	8022	8623	7574	8183	8796	7726	8346	8971
Assistant	4686	5068	5500	4780	5170	5610	4875	5273	5722

Tennis/Golf/Bowling

Head	4570	5004	5435	4661	5104	5543	4754	5206	5654
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Cross Country

Head	4458	5218	5617	4548	5323	5729	4639	5429	5844
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Winter Track

Head	5068	5500	5933	5170	5610	6052	5273	5722	6173
Assistant	4254	4686	5068	4340	4780	5170	4426	4875	5273

Cheerleaders

Fall-Head	2660	2862	3075	2713	2919	3137	2768	2978	3200
Fall-Assistant	2279	2461	2697	2324	2510	2751	2371	2561	2806
Winter-Head	2660	2862	3075	2713	2919	3137	2768	2978	3200
Winter-Assistant	2279	2461	2697	2324	2510	2751	2371	2561	2806

Middle School Intramurals

Three Season	3669	4056	4488	3742	4137	4578	3817	4219	4669
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Middle School Athletics

Coach	3669	4056	4488	3742	4137	4578	3817	4219	4669
Coordinator	4209	4607	5039	4293	4699	5140	4379	4793	5242

## ARTICLE XV11

### BUS DRIVERS AND BUS AIDES

#### A. DRIVER AND AIDE RIGHTS

1. No driver or aide shall be disciplined, reprimanded, reduced in rank, or compensation without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged, or mitigated as a result of a finding that a Supervisor may have made public comments during the emergent situation which prompted the disciplinary action.
2. No material unfavorable to a driver's or aide's conduct, service character or personality originated by a driver, parent, student or board member shall be placed in the driver's personnel file unless the driver has had an opportunity to review the material. The driver or aide shall acknowledge that such material was reviewed by the driver affixing the driver's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The driver shall also have the right to submit a written answer to such material which will be attached to the file copy.
3. Subject to limitations of law and confidentiality of student records, the Board will inform each driver and aide as to any special care or attention which may be required in the transporting of students who, in the judgment of the Board's designee, may display unusual physical or emotional characteristics.
4. Probationary Period  

The first ninety (90) days of active employment shall be the employee's probationary period. During this ninety (90) day probationary period the driver or aide may be disciplined or discharged for any reason without recourse to the grievance procedure.
5. Termination of Employment
  - a. Drivers shall submit written notice of at least two (2) weeks prior to the effective date of any resignation.
  - b. The Board of Education shall provide written notice of termination of employment at least two (2) weeks prior to the effective date except when the termination is for cause in which case the termination will be effective immediately.

6. Lay-Off and Recall

- a. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any drivers or aides covered herein, the following procedures shall be followed:
  - (1) The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  - (2) Drivers or aides shall be selected for lay-off in inverse order of seniority.
  - (3) Laid-off drivers and aides will be placed on a recall list for a period of twelve (12) months following the lay-off.
- b. When vacancy occurs, a laid-off driver or aide on the recall list shall be entitled to recall thereto in order of seniority on the appropriate list.
- c. Notice of recall to work shall be sent to the driver's last known address. Within seven (7) days of the receipt of such notice, the driver shall notify the Board of acceptance or rejection of this recall.
- d. Any driver who indicates an acceptance of the recall shall arrange to report for work within fourteen (14) calendar days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any driver who fails to report to work as described herein shall forfeit all seniority and all rights to recall.

7. Seniority

- a. Employment including paid leaves of absence and unpaid leaves of absence of less than thirty (30) calendar days shall be counted in determining seniority.
- b. Seniority shall be terminated upon resignation or dismissal for cause.
- c. Seniority rights shall commence in each category driver or aide after the probationary period and shall be retroactive to first date of continuous employment.

B. ABSENCES AND PAY FOR UNUSED SICK LEAVE

- 1. Drivers and aides shall be reimbursed for accumulated sick leave upon retirement at the rate of seventeen dollars (\$17) per day except that no reimbursement shall be made upon deferred retirement.

2. When drivers or aides report out sick they are required to call the Transportation Coordinator not later than one (1) hour prior to their reporting time. Drivers and aides with runs that are scheduled on days when the Piscataway schools are closed may call the Transportation garage.

3. Leave of Absence Without Pay

After one (1) full year of employment other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.

## C. WORK YEAR AND WORK DAY

1. Work Year

The work year shall consist of a minimum one hundred and eighty (180) student days and two (2) run orientation days. Orientation or training days shall not exceed four (4) hours in duration. Out of district drivers and aides may be required to work on days that the Piscataway schools are closed but their assigned schools are open. Out of district drivers who have less than 180 student driving days shall be required to report to the transportation garage for substitute work on days when the out of district school is closed and the Piscataway schools are open. Any required work days above the minimum one hundred eighty (180) student driving days shall be paid at the driver or aide hourly rate.

2. Work Day

The daily work day for bus drivers shall include fifteen (15) minutes prior to the start of the driver's first run of the day to perform pre-trip vehicle inspection responsibilities and related paperwork and fifteen (15) minutes after the last run ends for fueling, cleaning and post-trip inspections.

3. Orientation or Training Days

The two (2) days for orientation of bus runs and in-service training will be held during the last week in August. Drivers will be notified of the dates not later than July 15<sup>th</sup>.

## D. COMPENSATION

1. Annual Salary

The annual salary shall be determined by multiplying the hourly rate times the number of scheduled to and from hours determined for each route package.

2. Shortened Work Year

In the event that a driver or aide resigns, retires or is terminated prior to the end of the 180 day work year the driver or aide’s last pay check will be adjusted to reflect payment for the actual number of days worked prior to separation from employment. Example: The school year begins on September 3. The driver resigns effective December 31.

MONTH	NUMBER OF DRIVING/ ORIENTATION DAYS	DAYS PAID
August & September	22	18
October	23	18
November	15	18
Through December 15th	11	9
December 16 to 23	6	To be determined*
TOTAL	77	63

\*In this example the driver will be paid for 14 days.

3. Aides whose work schedule permits the calculation of annual compensation will be paid as in C.1. and C.2. above. All other aides shall be paid at an hourly rate for all hours actually worked.

4. Extra compensation

All required work time beyond the driver or aide’s regular work day shall be paid at the hourly rate to the nearest quarter hour. Example, thirty-five minutes of extra time is paid at one half hour and forty minutes of extra time is paid at three quarters of an hour.

5. Snow Days

No payroll deduction will be made for emergency school closing, and no extra compensation will be paid for any “make up” days.

6. Field Trips and Extra Runs

Field trips and other non route package trips shall be paid on an hourly basis in addition to the annual salary remuneration. Any extra run which is not connected to any other runs either directly or through layover and which is under one (1) hour shall be paid as one (1) hour at the driver’s and aide’s hourly rate.

7. Run Cancellation

a. When a driver is notified that an extra run is cancelled prior to midnight of that day there shall be no compensation but the driver will be placed next on the extra run selection list. When the driver receives notification that

the run has been cancelled after midnight but before his/her arrival at the Transportation garage the driver shall receive pay for one hour. When a driver is notified that an extra run has been cancelled after the driver reports to start the run the driver shall be paid for three (3) hours unless other work is available for the driver.

- b. When a field trip is postponed after the start of the trip or shortened because of inclement weather and rescheduled the driver who was on the trip shall have first choice to take that rescheduled trip.

8. Overtime

Overtime at the rate of one and one half times the employee's hourly rate will be paid for all work in excess of forty (40) paid hours per week. The week begins at 12:00 AM Sunday. All Sunday work shall be paid at one and one half times the employee's regular hourly rate. Hours worked shall include all hours worked regardless of the applicable pay rate per hour. Overtime will be paid based on the lowest pay rate worked.

9. Emergency Call-in Pay

Any employee called in to work outside the regularly scheduled hours will be guaranteed a minimum of two (2) hours pay. This provision is applicable only when the employee has completed the daily run and signed out for the day and is not applicable in the event of additional assigned work immediately before or after the employee's regularly scheduled work day. When there is a break of thirty minutes or less between the employee's regular work day and the extra assignment this minimum pay provision shall not apply.

10. Summer Pay

All summer trip opportunities, starting the day after the last student day and ending the day before the driver's run orientation day will be paid the extra-curricular rate. All summer to and from runs, starting the day after the last student day and ending the day before the driver's run orientation day will be paid the regular to and from rate.

E. ASSIGNMENTS

1. Summer Work Hours

Summer work shall be offered on a rotating basis to volunteers. Seniority will be one of the factors considered in assigning summer work.

2. Regular Route Assignments

- a. All drivers and aides must report to the Transportation compound prior to starting their daily assignment. On days when the opening of school is delayed for students, drivers and aides are required to report to work with sufficient time to prepare their vehicle for on time student pickup.
- b. When a regularly assigned run is shortened or cancelled on a daily basis the driver will be paid for his/her regularly scheduled time provided that the driver remains at work and is available for work as needed.

3. Vehicle Assignment

The Board reserves the right to assign vehicles to routes. Vehicles will be cycled throughout all routes in order to ensure proper maintenance and wear.

4. Change in Route Package

If the driver leaves the system, the Transportation Supervisor or the School Business Administrator's designee shall assign a replacement for said driver's regular A.M. and P.M. runs. The Transportation Supervisor or the School Business Administrator's designee shall have the right to cancel or alter any route assignment as the situation demands.

5. Regular Run Extra Curricular Assignments

Any trip scheduled on a regular weekly basis will be called Extra Curricular Regular Run and will be included in the driver's daily contracted hours including but not limited to high school athletic and activity runs at 3:30 PM and 5:30 PM

6. Assignments of Field Trips, Athletic Trips and Extra-curricular Runs

Assignment to field trips and extra runs will be given to those drivers who have signed up for extra work.

7. Trip Sheets and Bus Stops

- a. Trip sheets shall include all authorized stops except in case of emergency. Any additional stops must be approved by the Transportation Supervisor or the School Business Administrator's designee by radio prior to making the stop except in emergencies.
- b. The Administration shall notify the parents at the beginning of the year that drivers are not authorized to change established stops.

F. CREDENTIALS AND TESTS

- 1. All drivers must possess a current and valid Commercial Drivers License with the appropriate endorsements for student transportation in the Board's vehicles.

2. All drivers must submit to and pass a bi-annual physical examination except for drivers who have reached age seventy (70) and must have an annual physical. All drivers must provide the Board with a certification from a licensed physician stating that the driver is physically fit to drive a school vehicle. Physical examinations may be performed by the school physician at no cost to the employee. If the driver elects to use another doctor for the physical examination the driver shall be responsible for the cost.

3. Drug Testing

The Board may require a driver to be tested for controlled substances (drugs and alcohol) under the following circumstances. The Board shall pay for the test when the Board requires a driver to be tested for controlled substances. Failure to successfully pass the test for controlled substance shall be cause for immediate discharge. Employees who fail the test shall have the cost of the test deducted from the employee's last paycheck.

- a. At the time of hire
- b. Following an accident
- c. Randomly
- d. Upon suspicion of abuse

4. Fingerprinting

The Board shall pay for the cost of fingerprinting for drivers upon renewal of their CDL. The driver is responsible for the initial fingerprinting at the time of hire.

## G. DRIVER IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expense incurred in connection with any courses, workshops, training session, or other such sessions which a driver is required and/or requested by the Administration to take.
2. The Board agrees to pay up to two hundred and twenty-five (\$225) dollars for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such session which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approve criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.

3. The Board and Association may agree to exceptions without prejudice to any request.

H. UNIFORMS

The Board shall provide each driver and aide with three (3) polo shirts, a jacket and an optional hat each year. These items must be worn when the employee is on duty. All employees must also wear a Board issued photo identification badge while on duty. Full length pants or knee length shorts must be worn when on duty. If the employee elects to wear a hat while on duty the hat must include a Piscataway logo. Drivers are prohibited from wearing open toe shoes.

I. WORK RULES

1. The Board shall have the right to establish and post work rules that are not inconsistent with the terms of this Agreement.
2. Drivers are subject to the rules, regulations and statutes of the Board and the State.
3. Accidents must be reported to the Transportation Supervisor immediately after the occurrence.
4. Any concerns the driver has with the vehicle must be written up and submitted to the Transportation Supervisor for inspection or repair.
5. At the conclusion of each run or trip the driver is required to walk to the back of the bus to insure that no students remain on the bus.

J.	<u>SALARY GUIDES</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
	Driver	\$16.69	\$17.02	\$17.33
	Aides	\$13.35	\$13.62	\$13.87
	Extra-Curricular	\$13.35	\$13.62	\$13.87

Differentials

Drivers who are assigned to perform driver training shall be paid a differential of one dollar (\$1.00) per hour for all time on that assignment.

Drivers shall receive a \$.50 an hour differential for working runs that start after 5:00 p.m.

## ARTICLE XVIII

### TRUANT OFFICER AND REGISTERED NURSE

#### A. WORKING CONDITIONS

1. No truant officer or registered nurse shall be reprimanded without just cause. Any such actions asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. No truant officer or registered nurse who has completed a probationary period of three (3) years of employment shall be terminated without just cause. However, no imposed discipline shall be reversed, expunged or mitigated as a result of a finding that a Supervisor may have made public comments during the emergent situation which prompted the disciplinary action.
2. By June 30 of each year every effort will be made to notify each truant officer and registered nurse of reemployment status for the following academic year.
3. Registered nurses shall indicate their presence for and absence after duty each day by placing their initials in the appropriate column of the faculty "sign in" roster upon arrival and departure respectively.
4. No registered nurse, unless on special assignment, shall be required to report for duty earlier than twenty (20) minutes prior to the time designated as the start of the school day (late bell) for pupils. All registered nurses shall be permitted to leave the building ten (10) minutes after the close of the school day except when on special assignment or when required to attend a professional meeting. Special assignment shall be defined as any assignment which exists by reason of uncontrolled or abnormal circumstances.
5. Registered nurses may be required to remain after the end of the regular workday for the purpose of attending up to four (4) meetings per month. The notice of an agenda of any faculty meeting may be given to registered nurses involved at least two (2) days prior to the meeting, except in an emergency. Registered nurses shall have the opportunity to suggest items for the agenda.
6. The total in-school work year for registered nurses shall not exceed one hundred eighty six (186) scheduled work days which shall be reduced by emergency closing except that registered nurses may be required to report for work during unscheduled emergency closing resulting from student disruptions or situations which require the participation of registered nurses in the solution, problems or the planning of procedures dealing with the emergency.
7. The work day for the truant officer shall be maintained pursuant to the existing practice. The work year for the truant officer shall be twelve months.

8. a. Whenever the Board acts, by reason of reduction-in-force, to terminate the employment of any employee covered herein, the following procedures shall be followed:
  - (1) The Board shall provide a written notice of lay off at least two (2) weeks prior to the effective date
  - (2) Employees shall be selected for lay off in inverse order of seniority
- b. When a vacancy occurs, a laid off employee shall be entitled to recall thereto in order of seniority on the appropriate list (i.e. truant officer and registered nurse).
- c. Notice of recall to work shall be sent to the employee's last known address. Within seven (7) days of the receipt of such notice, the employee shall notify the Board of acceptance or rejection of this recall.
- d. Any employee who fails to reply or who indicates a rejection of this recall, shall forfeit all seniority and all rights to further recall. Any employee who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the recall or within such period of time as may be set forth in written extension of time granted by the Board or designee. Any employee who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
- e. Miscellaneous
  - (1) Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.
  - (2) Seniority shall be terminated upon resignation or dismissal for cause.

## B. EVALUATION

1. Formal monitoring of the work performance of a truant officer and registered nurse, shall be conducted openly and with full knowledge of the truant officer and registered nurse. A truant officer and registered nurse shall be given a copy of any evaluation report prepared by his/her evaluator before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the truant officer and registered nurse have reviewed the report. The truant officer and registered nurse, shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The truant officer and

registered nurse shall have the right to submit a written response which will be attached to the file copy.

2. A truant officer and registered nurse, shall have the right upon request to review the contents of his/her personnel file in the presence of the Director of Human Resources or designee.
3. At least once each year a truant officer and registered nurse shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and shall be either destroyed or retained.
4. No material unfavorable to a truant officer's or registered nurse's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the truant officer's or registered nurse's personnel file unless the truant officer or registered nurse has had the opportunity to review the material. The truant officer or registered nurse shall acknowledge that such material was reviewed by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement without the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The truant officer and registered nurse shall also have the right to submit a written answer to such material which will be attached to the file copy.

C. SICK LEAVE

1. Truant officers and registered nurses shall be reimbursed upon retirement for unused accumulated sick leave at the rate of twenty-five dollars (\$25), except that no reimbursement shall be made upon deferred retirement.
2. Extended Leave
  - a. After one (1) full year of employment, leaves of absence without pay for certified medical disabilities shall be granted for the remainder of the school year. Medical leaves of less than two months in any school year may be extended up to one (1) calendar year thereafter.
  - b. Other leaves of absence, including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
3. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.

D. PROFESSIONAL IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshop, training session, or other sessions which a truant officer or registered nurse, is required and/or requested by the Administration to take.
2. The Board agrees to pay up to two hundred (\$200) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approve criteria set forth above, shall be made after successful completion of such activities and submission of appropriate receipts.
3. The Board and Association may agree to exceptions without prejudice to any other request.

E. SALARIES

1. The truant officer's salary schedule shall be as follows. The salary will be renegotiated after the incumbent retires/resigns.

<b>2011-2012</b>	68,707
<b>2012-2013</b>	70,081
<b>2013-2014</b>	71,378

2. The registered nurse's salary schedule shall be as follows:

	<b>REGISTERED NURSE</b>		
<b>Step</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
<b>1</b>	44,897	45,761	46,574
<b>2</b>	44,997	45,861	46,674
<b>3</b>	45,097	45,961	46,774
<b>4</b>	45,197	46,061	46,874
<b>5</b>	45,297	46,161	46,974
<b>6</b>	45,397	46,261	47,074
<b>7</b>	45,497	46,361	47,174