

COLLECTIVE BARGAINING AGREEMENT

Entered Into

Plainfield Board of Education
By
THE BOARD OF EDUCATION OF THE CITY OF PLAINFIELD

And

THE PLAINFIELD EDUCATION ASSOCIATION

Covering the Period

1987 - 1989

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PREAMBLE

This Agreement entered into this 29th day of April, 1988, by and between the Board of Education of Plainfield, the City of Plainfield, New Jersey, hereinafter called the "Board" and Plainfield Education Association, hereinafter called the "Association."

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Plainfield Board of Education hereby recognizes the Plainfield Education Association as the exclusive representative for the purpose of collective negotiations under N.J.S.A. 34:13A-1 et seq. for employees of the Board as follows:

A. 1. All professional staff personnel who are required to hold an appropriate certificate issued by the State Board of Examiners, except as listed below in B

2. Aides, including, but not limited to, attendance, lunchroom, teacher, clerical, library, bus, laboratory, and locker room

3. Custodial and maintenance personnel, including, but not limited to, head custodians, custodians, custodian-firemen, custodian-drivers, assistance custodians, maintenance mechanics, maintenance mechanics helpers

4. All secretaries and clerical employees

5. All security officers

6. All extra-curricular (athletic and non-athletic) advisors and coaches

B. but excluding:

1. Managerial executives

2. Supervisors within the meaning of N.J.S.A.

34:13A-5.3

3. Confidential employees within the meaning of N.J.S.A. 34:13A-5.3

4. Probationary custodians and maintenance personnel
5. Hourly or day-to-day substitutes
6. Temporary custodial/maintenance personnel employed for less than ninety (90) working days

7. Existing titles under the 1983-85 contracts currently excluded will not be challenged by the PEA provided the nature of the work of these titles remains unchanged

C. The term "employee" shall, when used hereinafter, refer to all employees as listed in the bargaining unit defined above in A.1-6. The terms teacher, aide, custodian, secretary, and security officer shall refer to the employees in classifications A.1-5, respectively, when used hereinafter.

D. References to males shall include females and references to females shall include males.

ARTICLE II
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all employees within the bargaining unit, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption after ratification by the Association.

B. The Board may be represented by a committee appointed by the president. The Association may be represented by a committee of its own choosing, not to exceed five (5) in number. The parties concerned may call upon competent, professional or lay representatives to assist them.

C. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiation sessions be conducted in private.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. This contract contains a full agreement between the parties. There shall be no verbal agreements, understandings,

or warranties and any change hereto shall be by an instrument in writing and duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. A "grievance" is defined as an appeal by an employee, or a group of employees or the Association, of the interpretations, application, or violation of the policies, agreements, and administrative decisions affecting them.

B. **Procedure**

Any grievance to be considered under this procedure must be initiated by the employee within thirty (30) work days of the time the employee knew or should have known of its occurrence. For the purpose of processing a grievance of an employee or homogeneous work-year class of employees, work day shall be defined as a day as scheduled on the work calendar for said individual or class (i.e., for teachers - days for which school's in session). For group and/or association grievances involving contentions of 10-month and 12-month employees, timelines shall be governed by the twelve-month work calendar.

LEVEL ONE: Any employee who has a grievance shall submit a written grievance to his or her supervisor and schedule a conference to discuss the grievance with his or her supervisor. The written grievance shall include a statement of the grievance and the remedy sought. The conference to discuss the grievance shall be held within ten (10) working days of the submission of the written grievance to the supervisor. The aggrieved employee may have an Association representative present at such conference. The supervisor shall communicate

his/her decision to the employee and the Association in writing with reasons within ten (10) working days of the completion of the conference.

LEVEL TWO: If, within ten (10) work days of the receipt of the decision at Level One, the employee is dissatisfied, the Association on his/her behalf may appeal that decision to the Superintendent of Schools or to his/her designee. The appeal to the Superintendent must be made in writing specifying:

- (a) the nature of the grievance
- (b) the nature of the resolution sought.

The Superintendent or his/her designee shall meet with the concerned parties within ten (10) work days. He/she shall attempt to resolve the grievance as quickly as possible, but shall render a decision within a period not to exceed ten (10) work days from the time of the meeting with the concerned parties. The Superintendent or his/her designee shall communicate his/her decision in writing with reasons to the employee, the principal or supervisor, and the Plainfield Education Association.

LEVEL THREE: Within ten (10) work days of receipt of the decision rendered at Level Two, the Association may appeal that decision to the Board of Education. The appeal shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the grievance and the decisions rendered at all levels,

and shall, at the option of the Board or upon the request of the Association, hold a hearing with the concerned parties and render a decision in writing with reasons to all parties within thirty (30) calendar days of receipt of the appeal.

LEVEL FOUR: A claim by an employee or a group of employees shall constitute a grievance beyond Level Three and shall be processed by the Association beyond Level Three only if it pertains to a misinterpretation, misapplication or inequitable application of the terms of this contract. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, it shall so notify the Board within ten (10) work days of receipt of the Board decision.

C. Procedure for Securing the Services of an Arbitrator

The following procedure will be used for securing the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine, within ten (10) calendar days of receipt of the list, a mutually satisfactory arbitrator, the American Arbitration Association may be requested by either party to designate an arbitrator.

3. The arbitrator shall limit himself/herself to the issues submitted to him/her and the arbitrator shall consider nothing else. He/she can add nothing to, nor subtract anything from the contract between the Board and the Association. The

recommendations of the arbitrator shall be binding. Only the Board, the Superintendent, the employee and the Association shall be given copies of the arbitrator's report of findings, reasons, and decision. This shall be accomplished within thirty (30) calendar days of the conclusion of the arbitrator's hearing.

D. Miscellaneous Provisions

1. Any employee may be represented at Level One of the grievance procedure by himself/herself. At succeeding levels he/she shall be represented by the Association or its designee.

2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

3. If the appeal is not forwarded by the grievant and/or the Association (whichever is applicable) within the required time limit, the appeal shall be considered terminated.

4. A grievance which is not settled by the last day of the academic year shall be expedited so that settlement may be achieved as soon as possible.

5. A grievance by a group of employees which is centered in one building shall be initiated at Level One. A grievance by a group of employees which is not centered in one building shall be initiated at Level Two.

6. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which will be shared equally by the two parties.

7. Written grievances must be countersigned by the Association.

ARTICLE IV
EMPLOYEES' RIGHTS

A. 1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth but not to binding arbitration; however, disciplinary reprimands (as distinguished from evaluations) shall be subject to binding arbitration.

2. No secretary shall be discharged, disciplined, reprimanded, reduced in rank or compensation for arbitrary or discriminatory reasons and without reasonable grounds which can be substantiated; and any such action executed by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

3. No other employee shall be removed from his/her position after the probationary period, or be given written reprimand or be reduced in compensation or have an increment withheld without just cause.

4. Prior notice to appear before the Board or any committee or member thereof or Superintendent or his/her designee concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.

5. Employees shall be entitled to have a representative of the Association to advise him/her and represent him/her at any meeting or interview which might adversely affect his/her employment status.

B. An employee shall be suspended with pay pending an investigation, hearing or trial thereof except in two cases pursuant to N.J.S.A. 18A:6-8.3: (1) if the reason for the suspension was a criminal indictment, and (2) if charges have been filed in accordance with the tenure law, the suspension may be with or without pay at the Board's discretion.

C. The Board and the Association agree that when and if a grade is to be changed, the teacher should be consulted before the change is made. If the grade is changed without consultation or approval by the teacher, the person making the change shall sign it. The teacher shall be notified within two weeks of the change provided that the teacher is still in the employ of the Board.

D. The Board shall conduct a fair hearing of all grievances. On hearings pertaining to matters restricted from going to arbitration in accordance with Article III B, Level Four, only the question of the fairness of the grievance hearing shall be possible to be submitted to arbitration.

E. Any employee who desires to may wear a pin or other identification of membership in the Association or its affiliates, providing that the wearing of such pin or identification does not adversely affect the operation or morale in the office or work station.

F. All maintenance/custodians, aides, and security officers shall be placed on a ninety (90) day probationary period after initial hiring as a regular employee and during such time may be removed with or without cause. No reason need be given for such removal and such removal shall not be subject to the grievance procedure.

G. Notice of termination and nonrenewal of a teacher's contract shall be governed by statute. Secretaries, security officers, aides and custodians shall be notified by June 1 if their contract will not be renewed for the following school year. Employees other than teachers shall receive thirty (30) days notice or thirty (30) days pay if their contract is terminated during the school/work year. Noncertificated employees who are voluntarily resigning shall give thirty (30) days notice.

H. 1. An employee shall have the right at reasonable times and places to review his/her personnel file, with the exceptions noted below, to receive one (1) copy, at Board expense, of each item contained therein and within five (5) days of the initial review, to append comments to such materials. An employee may have a representative of the Association accompany him during such review. The following type of documents shall not be subject to review: (a) Letters of References; (b) Comparative Evaluations used for purposes of promotions.

2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has been afforded an oppor-

tunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and attach it to the file copy. The exclusions set forth in H.1. shall be applicable.

3. An employee shall receive a copy of any evaluation materials, letters of complaint, or commendation, excluding material cited in H.1., before such material is inserted into his file.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board shall meet with the Association's Executive Committee at mutually acceptable times upon written request by the Association. The Association and the Superintendent shall set the agenda for such meetings.

B. The Superintendent and the Association's Executive Committee shall meet at least twice a year during the months of October and February. Other meetings may be scheduled at mutually acceptable times at the request of the Association.

C. The Association shall appoint people to serve on an orientation committee for new employees and on in-service program planning committees. This language is not intended to require the establishment of either an orientation or in-service program planning committee, other than referred to in Article XX (Instructional Council).

D. 1. The president of the Association or his/her designee, whichever shall be in a departmentalized situation, shall have no more than four instructional periods and shall be excused from homeroom assignments and study hall duties. Such classes shall be assigned in the morning unless scheduling makes this impossible. This assignment shall not interfere with the necessary aid or assistance to students required outside of class time.

2. Should the Association president be an elementary teacher, release time will be granted from playground,

cafeteria and p.m. bus duties for an elementary teacher who was elected as president of the PEA. However, this assignment shall not interfere with the necessary aid or assistance to parents or students required outside of class time, which time shall take precedence over the release time for Association duties. The building principal shall determine the priorities of time in the event of a conflict in schedule.

3. For the Association president who is an elementary teacher, every effort to schedule classes at the end of the day which are covered by a special teacher, i.e., physical education, art, library and music will be made. Wherein possible, every effort will be made to schedule compensatory education students at one time. Provided no parent or student conference has been scheduled, the Association president who is an elementary teacher may be allowed to be released as soon thereafter as his or her students are dismissed. The Association president who is an elementary teacher, need not come back to release his/her students who are covered by a special teacher by the end of the day, provided this additional responsibility which is to be placed upon the special teacher, is assumed by the special teacher on a voluntary basis, and if not, the elementary teacher must release his/her class.

4. Should the Association president be a secretary, aide, security officer, or custodial employee, said president shall be assigned to no more than twenty-four (24) hours per week work responsibilities, as assigned by his/her supervisor.

E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the educational program and the financial resources of the district.

F. The Association shall be notified and consulted prior to the Board of Education taking action resulting in a reduction of force of ten (10) or more unit members.

G. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings. Approval for use of the buildings shall be acquired through the appropriate channels. Such approval shall not be unreasonably denied.

H. Where facilities exist the Association shall have the right to use the inter-school mail facilities and school mail boxes.

I. The Association will be involved in the planning of any in-service program.

J. 1. The PEA grievance chairperson shall be permitted to be released immediately after the dismissal of his/her students on those days that the said chairperson is actively engaged in handling grievance matters, provided such person signs out with the building principal and indicates where he/she is going to conduct such activity.

2. Such assignment shall not interfere with the necessary aid or assistance due parents or students required outside of class time, which time shall take precedence over the release time for investigating grievances. The building

principal shall determine the priorities of time in the event of a scheduling conflict at Level One only.

3. Should the PEA grievance chairperson be a non-teaching employee and be assigned to the first or second shift, he/she shall be permitted to be released from work responsibilities thirty (30) minutes on those days that said chairperson is actively engaged in handling grievance matters, but no more than a total of one (1) hour per week, provided such person signs out with the supervisor and indicates that he/she is going to conduct such activity.

4. Such assignment shall not interfere with the necessary job responsibilities or emergency situations which shall take precedence over the release time for investigating grievances. The building principal shall determine the priorities of time in the event of a work conflict at Level One only.

K. In the event the need arises for a meeting to be held during normal school hours:

1. For secretaries only, the president of the Association is authorized to request permission for early dismissal of secretaries for said meeting. Such approval for early dismissal shall be at the discretion of the Superintendent of Schools.

2. The Association shall be granted the right, upon the conclusion of negotiations only, for conducting one general membership meeting beginning at 3:30 p.m. for the purpose of ratifying the agreement.

L. Each new employee, when hired by the Board of Education, shall be informed by the Personnel Department of the existence of the Plainfield Education Association and shall be given a copy of this Agreement, if available.

ARTICLE VI
HOURS AND WORK LOAD

I. TEACHERS

A. For the purpose of this section, Special Education Teachers will be considered elementary or secondary school teachers according to the school to which they are assigned.

B. 1. The work day for various categories shall be as follows:

(a) Teachers at the elementary school will have a maximum work day of seven (7) hours and five (5) minutes.

(b) Teachers at the secondary school will have a maximum work day of seven (7) hours and twenty (20) minutes.

(c) Child Study Team members will have a maximum work day of seven (7) hours and thirty (30) minutes.

(d) Adult Learning Center teachers will have a full-time day from 9:00 a.m. to 2:30 p.m., inclusive of a thirty (30) minute duty-free lunch period.

2. Teachers are on duty after school to help students, confer with parents, and carry on other professional duties. A principal may occasionally excuse a teacher at dismissal time for good cause. Teachers are excused at dismissal on Fridays and days preceding a school holiday.

3. Teachers shall have a duty-free lunch period of at least the following lengths:

(a) Elementary - 30 minutes

(b) Middle - 1 period

(c) Senior High - 1 period

(d) ALC - 30 minutes

except in cases of emergencies involving the health and safety of students and teachers.

C. Effective with the 1984-85 school year, the Board shall have the right to reduce the High School lunch to thirty (30) minutes. In the event this change is implemented, the difference between the new lunch period and the regular class period shall be provided to teachers as added unassigned time, scheduled at the end of the day. Teachers may leave school at the start of this unassigned time. This shall apply only to those teachers whose lunch period is reduced to thirty (30) minutes. The Board reserves the right to determine the length of the period.

D. 1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty or other professional meetings on Monday no more than five (5) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than sixty (60) minutes, except in cases of emergencies involving the health and safety of students and teachers. An Association representative shall have the privilege to speak after the conclusion of such meetings.

2. In the event that Monday is not a working day, a building faculty or professional meeting may be held the first working day of the week not followed by a nonworking day.

3. Whenever practicable, meetings which take place on a voluntary attendance basis shall not be called on Fridays or on any day immediately preceding any holiday or other day on which teacher attendance is not required at school.

4. Whenever practicable, notice of an agenda for meetings shall be given to teachers involved at least two (2) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity, whenever practicable, to suggest items for the agenda.

E. 1. Whenever possible, middle school or high school subject area teachers shall not be required to teach more than two (2) subject areas, nor more than a total of two (2) teaching preparations (different subjects) at any one time, except when a curriculum change necessitates such a practice.

2. Whenever possible, regular classroom teachers in the middle and high schools shall not be required to change subject area teaching stations more than two (2) times during the school day, except when a curriculum change necessitates such a practice.

3. Whenever possible, except in those situations where the practice already exists or where a change in the curriculum necessitates such a practice, elementary school teachers shall not be required to change subject area teaching stations.

4. Prior to the adoption of any educational program which would result in an exception to the provisions of E.1, 2, or 3 herein, the teachers affected shall be given the opportu-

nity to consult with the members of the administration who are making the decision. The teachers affected may be represented by the Association. Sections 1, 2, and 3 above, are not subject to binding arbitration.

F. Teachers shall be required to make themselves available four (4) evenings each year from 7:30 to 9:30 for the purpose of conferring with parents or other interested persons. The 7:30 to 9:30 times may be changed on two of these evenings, providing the teachers and the principals concur. The Board and the Association encourage voluntary attendance at additional worthwhile evening meetings.

G. For the duration of this Agreement, the Board hereby agrees to continue its practice of granting one preparation period per day for teachers at the senior and middle schools, except for English teachers at the senior high school who shall be granted two (2) preparation periods per day in light of the requirements of composition review. Effective January 1, 1977, the English teachers at the senior high school may be assigned by the Board to a fifth teaching period in lieu of a duty; however, the English teachers at the senior high school will retain their two (2) preparation periods and no presently employed English teacher at the senior high school will be laid off or excessed as a result of this change.

H. School librarians may request secretarial assistance, and such assistance will be provided with the approval of the principal within budgetary constraints.

II. SECRETARIES

A. A normal work week for secretaries shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday and Friday.

B. A normal work week shall consist of thirty-seven (37) hours per week during the school year, and thirty (30) hours per week during the summer months. Dismissal on Fridays will be 1/2 hour earlier than the other days of the week during the students' school year.

C. Each work day shall have a 15 minute break period in the morning as well as a 15 minute break period in the afternoon.

D. Each work day shall have a lunch period of one (1) hour which shall not be included or considered a part of the work day.

E. Each secretary, on request, shall be given in writing by her immediate supervisor a definition of the duties for which she/he is responsible.

F. The starting and quitting times of secretaries shall be as uniform as practicable from building to building taking into account scheduling requirements as determined by the building administrator. Changes in the starting and quitting time on any day shall not be made without first affording the secretaries involved a minimum notice of four (4) working hours. If the starting and quitting time is to be changed permanently, the secretaries involved shall be given a minimum notice of two (2) weeks.

G. A secretary or secretaries requested to work in an emergency falling on a holiday or vacation day shall be required to fulfill the request in inverse order of length of service in the district. A roster of secretaries for such assignments shall be compiled, distributed and brought up to date every six months. A secretary shall be excused from her turn only upon verified personal illness or other clear proof of unavoidable absence. In such case, the secretary involved shall be placed next in order of availability.

III. MAINTENANCE/CUSTODIANS

A. The standard work week for all employees of this category, regardless of the shift to which they are assigned, shall be forty (40) hours consisting of five (5) eight-hour periods of work, exclusive of one hour duty-free lunch.

B. One (1) week's notice must be given in order to change any shift assignment, except in cases of emergencies.

IV. AIDES

A. Aides shall be compensated for all hours worked.

B. Aides who are employed to work more than four (4) hours per day shall be entitled to a duty-free unpaid lunch.

C. Breaks - Regularly employed Aides will be entitled to a ten (10) minute break if they work between 9:00 a.m. and 11:00 a.m. or between 1:00 p.m. and 3:00 p.m. on a continuous schedule. The ten (10) minute break will be one for the morning and one for the afternoon. These breaks are considered part of the regular working day and are to be taken at a time or times mutually agreed upon between Aide and supervisor.

V. SECURITY OFFICERS

A. The normal work day shall be seven (7) hours and thirty (30) minutes inclusive of one-half hour duty-free lunch and one fifteen (15) minute break.

B. Overtime assignments shall be offered on a rotating basis for the purpose of equity.

VI. OVERTIME COMPENSATION

A. Part-time noncertificated employees must work a minimum of forty (40) hours in any one (1) week in order to be eligible for overtime compensation at time and one-half rate of pay based on their daily rate of pay.

B. Full-time noncertificated contractual employees shall be eligible for overtime compensation at one and one-half times their hourly rate of pay for all hours worked beyond eight (8) hours per day and/or forty (40) hours per week.

C. All paid days under contract shall be considered as worked for purposes of credit towards the forty (40) hour week for overtime compensation.

ARTICLE VII

SALARIES

A. 1. All employees entitled to mileage reimbursement shall be paid at the rate of twenty-one cents (21¢) a mile.

2. Employees under ten (10) month contracts shall have the option of being paid in twenty (20) or twenty-four (24) installments, and under twelve (12) month contracts shall be paid in twenty-four (24) installments on the fifteenth and last day of each month. In all cases when the fifteenth or the last day of the month falls on a day on which employees are not required to be in school, the paycheck will be issued the last working day prior to the fifteenth or the last day of the month.

3. If an error is made in the amount of money an employee is supposed to receive, the error shall be rectified as soon as possible but in no case later than the next paycheck.

4. The first check of any year shall provide a statement of the deductions which have been made.

5. Salary Schedules A-1 through H are in effect for the years indicated thereon.

B. 1. Effective July 1, 1979, the positions of Social Worker, Learning Disability Specialist and Psychologist shall be ten (10) month positions and the ratio for each shall be 1.1. However, the individual teacher's salary shall not be

lowered but shall remain at the 1978-79 figure until such time as the application of the 1.1 ratio exceeds the 1978-79 salary.

2. Any person hereinafter hired by the district who would fall into the classifications of persons covered by Article VII, B.1, shall be paid strictly according to the teachers' salary guide (without ratio) and such individuals shall work the same calendar and work day as the other teachers. The length of the work day shall be equal to that of other teachers in the building to which assigned, on a day to day basis.

C. Any teacher who is required to work beyond the regular teacher in-school work year as defined by the School Calendar and Article XXII of this contract shall be compensated at the rate of 1/200 of his/her annual salary per day. This provision does not apply to non-per diem employment such as Summer School or Curriculum Committees.

D. The Board retains to itself the right in accordance with N.J.S.A. 18A:29 to withhold any and all increments.

E. Twelve (12) month Psychologists and Learning Disability Teacher Consultants with a sixth-year professional diploma shall receive an additional \$500.00. It is understood that this article shall continue in the contract and shall apply if the district ever re-establishes the twelve (12) month Psychologists and/or Learning Disability Teacher Consultant positions.

F. Special Education teachers employed by the Board before September 3, 1983 shall continue to receive an additional five hundred (\$500) dollars each year. All Special Education

Teachers hired after September 3, 1983 shall not receive any additional stipend.

G. 1. Adult Learning Center Teachers will be given one year's credit on the salary guide for each 935 hours worked in Plainfield.

2. All hourly Adult Learning Center Teachers shall advance a maximum of one step on the salary guide on July 1 of each year of the contract if such hourly teacher works a minimum of 260 hours between the preceding July 1 through June 30 period. In the event a teacher fails to make the minimum number of hours during the preceding contract year to qualify for a step, said teacher shall be advanced one step at the point when 260 hours have been accrued. However, under no circumstances may this provision be interpreted to provide for more than one step advancement in any single contract year.

H. 1. No more than thirty (30) days from the effective date of retirement, a teacher shall receive compensation computed at the following rates:

Teachers	<u>Compensation per day</u>	<u>Maximum # of days</u>	<u>Maximum Compensation</u>
1987-88	\$18.00	250	\$4,500
1988-89	18.00	250	4,500

2. No more than thirty (30) days from the effective date of the retirement, the following employees shall receive compensation computed at the rates listed below:

Secretaries	<u>Compensation per 3 days*</u>	<u>Maximum # of days</u>	<u>Maximum Compensation</u>
1987-88	\$27.00	100	\$2,700
1988-89	27.00	100	2,700

Maintenance/ custodial/bus drivers, aides, secu- rity officers	<u>Compensation per 3 days*</u>	<u>Maximum # of days</u>	<u>Maximum Compensation</u>
1987-88	\$21.00	100	\$2,100
1988-89	21.00	100	2,100

*Compensation per three days is computed at a rate of per day for one third (1/3) of unused sick leave.

I. The following provisions shall apply to aide employees only:

1. Salary - Aides will be hired at an annual salary based on an hourly rate for an established number of hours per day for 200 days per year. These calculations are set forth in Schedule A-2.

2. Pay Periods and Pay Day - Aides working four or more hours per day, hereinafter called "full time Aides," shall be paid in twenty (20) installments on the fifteenth or last day of the month. In cases where the fifteenth or last day of the month falls on a day on which aides are not required to be in school, pay will be issued the last working day prior to the fifteenth or last day of the month. Aides working less than four hours per day, hereinafter called "part time Aides," shall be paid twice monthly as follows:

(a) For time worked between the 1st and 15th of any month - the last working day of that month.

(b) For time worked between the 16th and final day of any month - the 15th or last working day before if the 15th falls on a holiday.

(c) The final paycheck of the school year shall be received on or before July 15 following the close of the school year.

J. Any aide who is requested to supervise and/or participate in a field trip that is scheduled or runs beyond the normal work day shall be compensated at his/her hourly rate for each additional hour or fraction thereof worked.

K. Payment for overtime service performed by regular salaried custodial/maintenance and secretarial employees will be at a rate that is equal to one and one-half (1-1/2) times said employee's regular rate of pay, except that service rendered on Christmas Day, Easter Day, July 4th, Thanksgiving Day, Labor Day, and New Year's Day will be paid at the rate that is equal to two (2) times the daily rate of pay of the employee involved. The double time rate herein will be paid only on the basis of service actually performed for a full one-half hour.

L. The following provision shall apply to only those employees in the maintenance/custodial category:

1. Acting head custodians will be paid \$6.75 per day above their regular custodian/fireman rate.

2. Custodial employees assigned to work on Saturday or Sunday as part of their regular work week shall be paid a bonus that is equal to twenty-five (25%) percent of their regu-

lar salary for each day worked. This bonus is to apply to Shift One, Shift Two, or Shift Three.

3. Custodians assigned to work after 12:00 midnight on the third shift will be paid a bonus that is equal to seven (7%) percent of their regular salary Monday through Friday and twenty-five (25%) percent if assigned to work Saturday or Sunday.

4. Custodians assigned to work after 7:00 p.m. on the second shift will be paid a bonus that is equal to four and one-half (4-1/2%) percent of their regular salary Monday through Friday and twenty-five (25%) percent if assigned to work Saturday or Sunday.

5. Assistant to head custodian in charge of a second shift will be paid a bonus of \$565.00 per year, and when in charge of the third shift will be paid a bonus of \$864.00 per year. These amounts are over and above the custodial/firemen contractual salary and the shift bonus of four and one-half (4-1/2%) percent, seven (7%) percent or twenty-five (25%) percent as is applicable under Article VII, Section L, Items 2, 3, and 4.

6. Custodian/firemen who are in charge of a one-man school, and where no supervision of employees is involved, will be paid a bonus in the amount of \$600.00 for a twelve-month period or a portion of such amount for that period of time or part of the year when such duty is assigned.

7. An employee who is assigned custodian/driver in charge will be paid a bonus of \$415.00 while he performs the

duties of this assignment. The bonus will not be considered a part of his base salary.

8. An employee who is assigned as custodial/stock clerk will be paid a bonus of \$370.00 for the additional responsibility of maintaining custodial stock records for a twelve-month period or a portion of such amount for that period of time or part of the year when such duty is assigned.

9. Maintenance and custodial employees who are requested to report to a building for overtime duty, other than building security check, will be paid for a minimum of two (2) hours at the overtime rate, provided that said employee would have completed, without this overtime, a full week of service.

10. Employees who are assigned to building check on weekends, and who performed said service, will be paid an overtime rate of time and one-half for one hour. The head custodian of the building should normally make this inspection. However, if he is unable to do so, he will assign this duty to a custodian/fireman.

11. Custodian/drivers regularly delivering food from the Plainfield High School cafeteria to elementary school lunchrooms shall be paid an annual bonus of \$150.00.

12. All percentage bonuses are prorated on the basis of the base salary of employees receiving the bonus. Such bonus is paid for only such periods of time for which the extra assignment is performed; it is not considered part of the base salary. All bonus payments for special assignment will be

prorated on an annual basis for the number of days worked at such assignment.

ARTICLE VII - SALARIES (continued)

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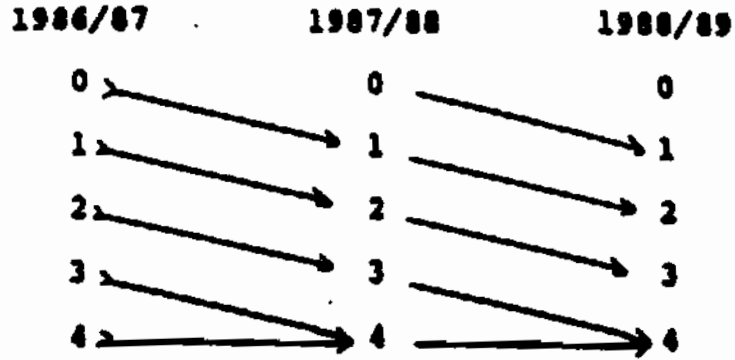
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SCHEDULE A-1

AIDES' SALARY GUIDE MOVEMENT



SCHEDULE A-2

AIDES - 1987-88

Hours Worked	-----YEARS OF EXPERIENCE-----				
	0	1	2	3	4
2	2104	2204	2304	2488	2788
2-1/2	2680	2780	2880	3111	3486
3	3257	3357	3457	3732	4184
3-1/2	3833	3933	4033	4353	4879
4	4409	4509	4609	4976	5577
4-1/2	4983	5083	5183	5598	6274
5	5561	5661	5761	6220	6972
5-1/2	6137	6237	6337	6841	7668
6	6714	6814	6914	7463	8365
6-1/2	7290	7390	7490	8086	9063
7	7866	7966	8066	8708	9760
8	9975	10075	10175	10901	12146

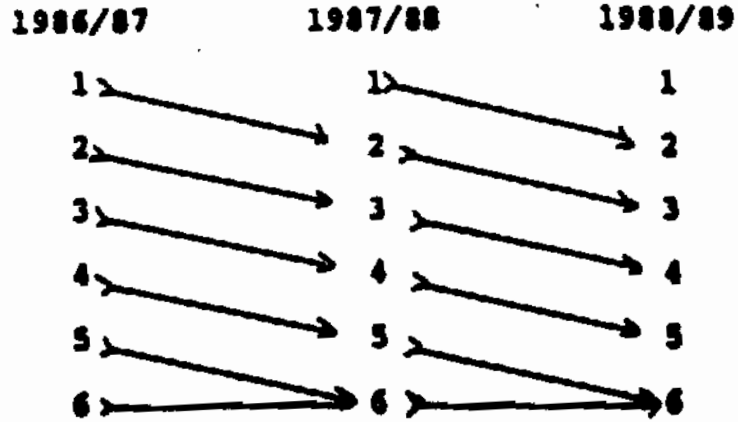
AIDES - 1988-89

Hours Worked	-----YEARS OF EXPERIENCE-----				
	0	1	2	3	4
2	2287	2387	2487	2587	2996
2-1/2	2935	3035	3135	3235	3746
3	3581	3681	3781	3881	4495
3-1/2	4227	4327	4427	4527	5243
4	4875	4975	5075	5175	5992
4-1/2	5522	5622	5722	5822	6742
5	6169	6269	6369	6469	7491
5-1/2	6815	6915	7015	7115	8240
6	7462	7562	7662	7762	8988
6-1/2	8109	8209	8309	8409	9738
7	8756	8856	8956	9056	10487
8	11037	11137	11237	11337	13051

1. All references to hours worked per day in this guide refer to the normal and customary working day and no deductions from salary will be made for days shortened by storm, schedule change, or other emergency.
2. Each aide shall be placed on the appropriate step and level of the salary guide according to the number of years experience in the district and the hours worked per day.
3. Position of Attendance Aide and Computer Lab Aide shall receive additional hourly stipend of \$0.50/hr. to the appropriate step and level of the salary guide according to the number of years experience in the district and the hours worked per day.

SCHEDULE B-1

CUSTODIAL/MAINTENANCE/BUS DRIVER SALARY GUIDE MOVEMENT



SCHEDULE B-2

CUSTODIAL SALARY GUIDE - 1987-88

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
C-9 Head Cust. H.S. Head Cust. Athletic Field Fireman License Required	22050	22300	23269	24264	25794	28889
C-8 Head Cust. Middle Sch. Fireman License Required	19806	20056	21025	22020	23550	26562
C-7	17460	17710	18577	19521	21051	24219
C-6 Head Cust. Elem. Sch. Fireman License Required	17460	17710	18577	19521	21051	24219
C-5 Head Cust. Driver Sch. Fireman License Required	17460	17710	18577	19521	21051	24219
C-4 Cust. Driver Sch. Bus Driver License Required	13635	13885	14854	15849	17379	21887
C-3 Cust. Fireman License Required	13635	13885	14854	15849	17379	21887
C-2 Asst. Cust. Cleaner No License Required	12029	12279	13018	13783	15313	18685

Payment at annual rate made only for actual time working in job classification.

The above schedule is based upon an eight (8) hour day for (40) hours per week, 12 months per year work period.

Salary increments - movement from step to step on the above schedule will be awarded if, and only if, an employee's performance over the last 12 months has been satisfactory. (Annual Rating Card - numerical average must exceed 70 points to indicate satisfactory performance of employee.)

LONGEVITY bonuses shall be paid to employees having completed the following periods of service prior to July 1 of the applicable year.

1. Employees having completed 9 years service through nine years to receive a bonus of \$125. added to their annual salary.
2. Employees having completed 10 years service through 14 years to receive a bonus of \$250. added to their annual salary.
3. Employees having completed 15 years service through 19 years to receive a bonus of \$375. added to their annual salary.
4. Employees having completed 20 years of service or more to receive a bonus of \$500. added to their annual salary.

SCHEDULE B-3

CUSTODIAL SALARY GUIDE - 1988-89

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
C-9 Head Cust. H.S. Head Cust. Athletic Field Fireman License Required	23915	24165	24665	25720	27341	31137
C-8 Head Cust. Middle Sch. Fireman License Required	21537	21787	22287	23341	24963	28529
C-7	18942	19192	19692	20692	22314	26104
C-6 Head Cust. Elem. Sch. Fireman License Required	18942	19192	19692	20692	22314	26104
C-5 Head Cust. Driver Sch. Fireman License Required	18942	19192	19692	20692	22314	26104
C-4 Cust. Driver Sch. Bus Driver License Required	14996	15246	15746	16800	18421	23590
C-3 Cust. Fireman License Required	14996	15246	15746	16800	18421	23590
C-2 Asst. Cust. Cleaner No License Required	13049	13299	13799	14610	16232	20139

Payment at annual rate made only for actual time working in job classification.

The above schedule is based upon an eight (8) hour day for (40) hours per week, 12 months per year work period.

Salary increments - movement from step to step on the above schedule will be awarded if, and only if, an employee's performance over the last 12 months has been satisfactory. (Annual Rating Card - numerical average must exceed 70 points to indicate satisfactory performance of employee.)

LONGEVITY bonuses shall be paid to employees having completed the following periods of service prior to July 1 of the applicable year.

1. Employees having completed 5 years service through nine years to receive a bonus of \$125. added to their annual salary.
2. Employees having completed 10 years service through 14 years to receive a bonus of \$250. added to their annual salary.
3. Employees having completed 15 years service through 19 years to receive a bonus of \$375. added to their annual salary.
4. Employees having completed 20 years of service or more to receive a bonus of \$500. added to their annual salary.

SCHEDULE 9-a

MAINTENANCE SALARY GUIDE - 1987-88

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
M-1 General Service	19131	19331	19381	20381	20831	24134
M-2 Carpenter Glazier	20383	21133	21633	22133	22533	26028
M-3 Plumber; Electrician; Oil Burner Electrician	23459	23709	24209	24709	25209	28960

1. Plumber-tradesman must be licensed plumber recognized as certified to perform work in the City of Plainfield, New Jersey.
2. Electrician or Electrical Technician must be recognized by Board of Fire Underwriters.
3. The above schedule is based upon an eight (8) hour day, forty (40) hours per week, 12 months per year work period.
4. Salary increments - movement from step to step on the above schedule - will be awarded if, and only if, an employee's performance over the last 12 months has been satisfactory. (Annual Rating Card - numerical average must exceed 70 points to indicate satisfactory performance of employee.)
5. Tradesman must file all applications for inspections and submit approved final certificates for new work to the Board of Education when required by law.
6. Supervision - (M-1, M-2, or M-3) classified employee shall be paid at the rate of 9 hours for an 8 hour day when that employee is assigned duties of Foreman supervising 3 or more tradesmen working under his supervision in the same classification.
7. Inspector - Craftsman assigned to check work of contract tradesmen to ascertain if work is being done in a proper manner shall be paid for working in his normal classification M-1, M-2, M-3. These assignments are made by the Supervisor of Buildings. If a need exists for such assignment in lieu of regularly assigned task normally performed by the employee, a Maintenance Mechanic is to be assigned such duty.

LONGEVITY bonuses shall be paid to employees having completed the following periods of service prior to July 1 of the applicable year.

1. Employees having completed 9 years service through nine years to receive a bonus of \$125. added to their annual salary.
2. Employees having completed 10 years service through 14 years to receive a bonus of \$250. added to their annual salary.
3. Employees having completed 15 years service through 19 years to receive a bonus of \$375. added to their annual salary.
4. Employees having completed 20 years of service or more to receive a bonus of \$500. added to their annual salary.

SCHEDULE 9-3

MAINTENANCE SALARY GUIDE - 1988-89

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
M-1 General Service	23793	24043	24543	25043	25543	26043
M-2 Carpenter Glazier	25837	26087	26587	27087	27587	28087
M-3 Plumber; Elec- trician; Oil Burner Electrician	29000	29250	29750	30250	30750	31250

1. Plumber-tradesman must be licensed plumber recognized as certified to perform work in the City of Plainfield, New Jersey.
2. Electrician or Electrical Technician must be recognized by Board of Fire Underwriters.
3. The above schedule is based upon an eight (8) hour day, forty (40) hours per week, 12 months per year work period.
4. Salary increments - movement from step to step on the above schedule - will be awarded if, and only if, an employee's performance over the last 12 months has been satisfactory. (Annual Rating Card - numerical average must exceed 70 points to indicate satisfactory performance of employee.)
5. Tradesman must file all applications for inspections and submit approved final certificates for new work to the Board of Education when required by law.
6. Supervision - (M-1, M-2, or M-3) classified employee shall be paid at the rate of 9 hours for an 8 hour day when that employee is assigned duties of Foreman supervising 3 or more tradesmen working under his supervision in the same classification.
7. Inspector - Craftsman assigned to check work of contract tradesmen to ascertain if work is being done in a proper manner shall be paid for working in his normal classification M-1, M-2, M-3. These assignments are made by the Supervisor of Buildings. If a need exists for such assignment in lieu of regularly assigned task normally performed by the employee, a Maintenance Mechanic is to be assigned such duty.

LONGEVITY bonuses shall be paid to employees having completed the following periods of service prior to July 1 of the applicable year.

1. Employees having completed 5 years service through nine years to receive a bonus of \$125. added to their annual salary.
2. Employees having completed 10 years service through 14 years to receive a bonus of \$250. added to their annual salary.
3. Employees having completed 15 years service through 19 years to receive a bonus of \$375. added to their annual salary.
4. Employees having completed 20 years of service or more to receive a bonus of \$500. added to their annual salary.

SCHEDULE C-1

SECRETARIAL SALARY GUIDE MOVEMENT

1986/87	1987/88	1988/89
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7

SCHEDULE C-2

SECRETARIAL/CLERICAL SALARY GUIDE - 1987-88

12 month Step	Secy III	Secy IV	Secy V	Secy VI
1	13294	13594	14294	14894
2	13544	13844	14544	15144
3	13794	14094	14794	15394
4	14719	15019	15719	16319
5	15694	15994	16694	17294
6	16767	17067	17767	18367
7	19805	20105	20805	21405
10 month				
1	11326	11582	12178	12690
2	11539	11795	12391	12903
3	11900	12155	12750	13260
4	12687	12942	13537	14047
5	13514	13769	14364	14874
6	14586	14841	15436	15946
7	16794	17049	17644	18154

Employees having completed 10 years of service through 14 years to receive a bonus of \$100. added to their annual salary.

Employees having completed 15 years of service through 19 years to receive an additional bonus of \$125. to be added to their annual salary, for a total of \$225.

Employees having completed 20 years of service through 24 years to receive an additional \$150. to be added to their annual salary, for a total of \$375.

Employees having completed 25 years of service or more to receive an additional bonus of \$175. to be added to their annual salary for a total of \$550.

Increments may be withheld only as specified by Article VII D of this Agreement.

In addition to the base salary, the position of data technician shall receive a stipend of \$600.

SCHEDULE C-3

SECRETARIAL/CLERICAL SALARY GUIDE - 1988-89

12 month Step	Secy III	Secy IV	Secy V	Secy VI
1	14150	14450	15150	15750
2	14400	14700	15400	16000
3	14650	14950	15650	16250
4	14900	15200	15900	16500
5	15899	16216	16954	17587
6	18752	19061	19780	20396
7	21605	21905	22605	23205
10 month				
1	12150	12405	13000	13510
2	12400	12655	13250	13760
3	12650	12905	13500	14010
4	12900	13155	13750	14260
5	13687	13942	14537	15047
6	15014	15269	15864	16374
7	18112	18387	19028	19578

Employees having completed 10 years of service through 14 years to receive a bonus of \$100. added to their annual salary.

Employees having completed 15 years of service through 19 years to receive an additional bonus of \$125. to be added to their annual salary, for a total of \$225.

Employees having completed 20 years of service through 24 years to receive an additional \$150. to be added to their annual salary, for a total of \$375.

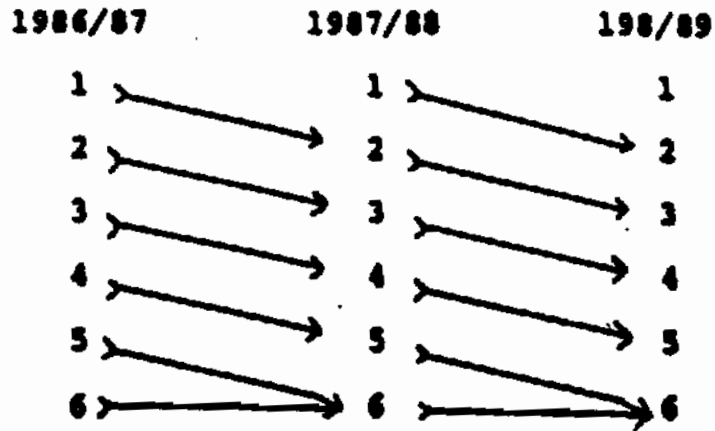
Employees having completed 25 years of service or more to receive an additional bonus of \$175. to be added to their annual salary for a total of \$550.

Increments may be withheld only as specified by Article VII D of this Agreement.

In addition to the base salary, the position of data technician shall receive a stipend of \$600.

SCHEDULE D-1

SECURITY OFFICERS' SALARY GUIDE MOVEMENT



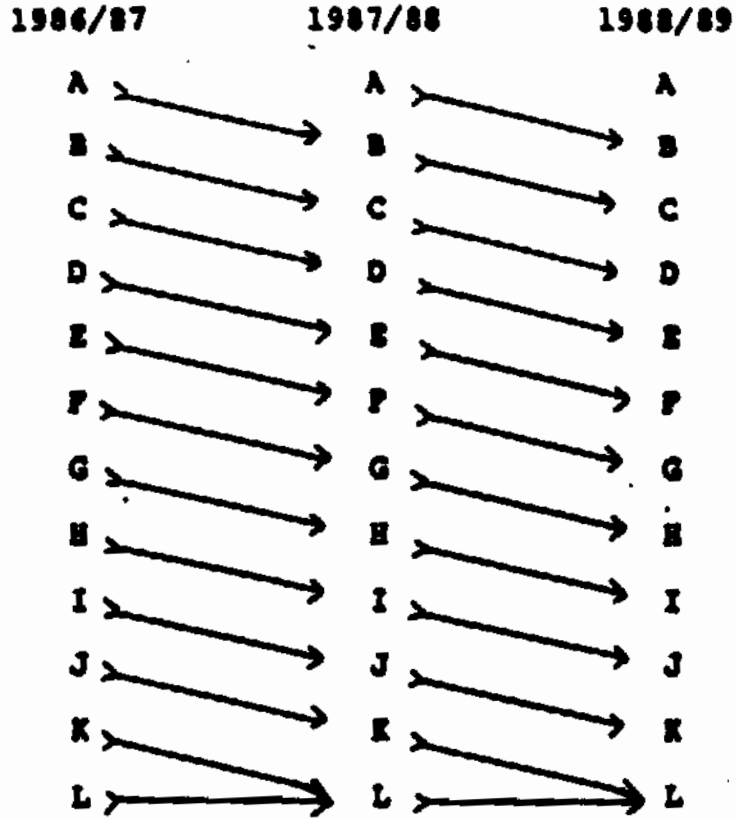
SCHEDULE 3-2

SECURITY OFFICERS' SALARY GUIDE

<u>Step</u>	<u>1987-88</u>	<u>Step</u>	<u>1988-89</u>
1	13794	1	15655
2	14044	2	15905
3	14344	3	16155
4	15388	4	16405
5	16760	5	17868
6	18656	6	20214

SCHEDULE E-1

TEACHERS' SALARY GUIDE MOVEMENT



SCHEDULE E-2

TEACHERS' SALARY GUIDE - 1987-88

Step	B A	MA+32	M A	MA +44	MA +32	MA +45
A	20750	21715	22170	22765	23525	24220
B	21000	21965	22420	23015	23775	24470
C	22236	23201	23656	24251	25011	25706
D	22790	23755	24210	24805	25565	26260
E	23411	24376	24831	25426	26186	26881
F	24036	25001	25456	26051	26811	27506
G	24661	25626	26081	26676	27436	28131
H	25411	26376	26831	27426	28186	28881
I	26511	27476	27931	28526	29286	29981
J	29220	30185	30640	31235	31995	32690
K	32340	33305	33760	34355	35115	35810
L	36450	37415	37870	38465	39225	40000

30 YEARS (M-1 Total Experience; M-2 Plainfield Experience)

M-1	36750	37715	38170	38765	39525	40300
M-2	36850	37815	38270	38865	39625	40400

The district has the sole discretion to determine the credit which shall be granted for prior experience. Notwithstanding, all new hired teachers granted credit for outside experience, shall be placed on the same step as someone within the district with the same years of credited experience.

Salary Differentials	1987-88	1988-89
Head Nurse	1,000	1,000
Guidance Counselor	350	350
Coordinators:		
Gifted & Talented	1,250	1,250
Attendance	1,800	1,800
Alternative School	700	700
Summer School	1,800	1,800

(Based on a 7,200 minute course; courses involving lesser or greater periods of time shall be prorated.)

SCHEDULE E-1

TEACHERS' SALARY GUIDE - 1988-89

Step	B A	BA+32	N A	BA +64	NA +32	NA +45
A	22100	23080	23550	24160	24940	25725
B	22350	23330	23800	24410	25190	25975
C	22600	23580	24050	24660	25440	26225
D	23886	24866	25336	25946	26726	27511
E	24505	25485	25955	26565	27345	28130
F	25261	26241	26711	27321	28101	28886
G	25936	26916	27386	27996	28776	29561
H	26661	27641	28111	28721	29501	30286
I	28400	29380	29850	30460	31240	32025
J	30200	31180	31650	32260	33040	33825
K	34800	35780	36250	36860	37640	38425
L	39201	40181	40651	41261	42041	42826

30 YEARS (M-1 Total Experience; M-2 Plainfield Experience)

M-1	39501	40481	40951	41561	42341	43126
M-2	39601	40581	41051	41661	42441	43226

The district has the sole discretion to determine the credit which shall be granted for prior experience. Notwithstanding, all new hired teachers granted credit for outside experience, shall be placed on the same step as someone within the district with the same years of credited experience.

Salary Differential	1987-88	1988-89
Head Nurse	1,000	1,000
Guidance Counselor	350	350
Coordinators:		
Gifted & Talented	1,250	1,250
Attendance	1,800	1,800
Alternative School	700	700
Summer School	1,800	1,800

(Based on a 7,200 minute course; courses involving lesser or greater periods of time shall be prorated.)

PLAINFIELD PUBLIC SCHOOLS
EXTRA CURRICULAR SALARY GUIDE

	<u>SCHEDULE F-1</u> <u>1987-88</u>	<u>SCHEDULE F-2</u> <u>1988-89</u>
<u>Basketball</u>		
Head Coaches	3686	4018
Varsity Assistants	2012	2193
Varsity Assistants - Freshmen	1632	1779
Assistants - Middle Schools	1455	1586
<u>Football</u>		
Head Coaches	4906	5348
Varsity Ass't Coordinators	3217	3507
Defensive Coordinators	2497	2722
Varsity Assistants	2321	2530
10th Grade Coach	2115	2305
8th Grade Coach	1807	1969
Development Assistants	1571	1713
<u>Baseball</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
Varsity Assistants - Freshmen	1557	1698
Assistant - Middle Schools (Male)	1455	1586
<u>Wrestling</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
Varsity Assistants - Freshmen	1557	1698
Assistant - Middle Schools (Male)	1455	1586
<u>Soccer</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
Assistant - Middle Schools (Male)	1455	1586
Assistant - Middle Schools (Female)	1455	1586
<u>Softball</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
Assistant - Middle Schools (Female)	1455	1586

EXTRA CURRICULAR SALARY GUIDE (continued)

	<u>SCHEDULE F-1</u> <u>1987-88</u>	<u>SCHEDULE F-2</u> <u>1988-89</u>
<u>Swimming</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
<u>Tennis</u>		
Head Coaches	1969	2146
Assistant - Middle Schools	1455	1586
<u>Golf</u>		
Head Coaches	1969	2146
<u>Volleyball</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
<u>Crosscountry</u>		
Head Coaches	2644	2882
Assistants - Middle Schools	866	944
<u>Indoor Track</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
<u>Outdoor Track</u>		
Head Coaches	2644	2882
Varsity Assistants	1732	1888
Varsity Assistants - Freshman	1557	1698
Assistants - Freshman	1248	1361
Assistants - Middle Schools	1218	1328
<u>Faculty Manager</u>	1732	1888
<u>Cheerleading</u>		
Head Coordinators	2721	2965
Assistant Coordinators	1361	1483
Twirling Coordinators	1014	1105
Pom Pom Squad Coordinators	1014	1105
Flag Squad Coordinators	1014	1105
Rifle Squad Coordinators	1014	1105

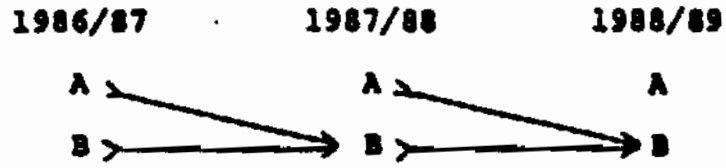
EXTRA CURRICULAR SALARY GUIDE (continued)

	<u>SCHEDULE F-1</u> <u>1987-88</u>	<u>SCHEDULE F-2</u> <u>1988-89</u>
<u>Band (Marching, Concert, Jazz)</u>		
Directors	4081	4449
Assistants to Band Director	1014	1105
All-City Concert Coordinator	573	625
<u>Stage Managers (PHS)</u>	1646	1794
<u>Audio-Visual Coordinators</u>		
P.H.S.	1646	1794
Middle Schools	1176	1282
<u>Student Council Advisors</u>		
P.H.S.	1646	1794
Middle Schools	1057	1152
<u>Treasurers - P.H.S. General Fund</u>	924	1007
<u>P.H.S. :</u>		
Dramatics	1160	1264
Assemblies	924	1008
Yearbook Editors	1088	1185
Newspapers-	924	1008
Chorus	1160	1264
<u>Student Publications</u>		
Middle Schools	1103	1202
<u>Class Advisors</u>		
12th Grade	953	1038
11th Grade	680	742
10th Grade	408	445
9th Grade	272	297
<u>Intramurals - per unit</u>	102.83	112.09

Advisors for Honor Society and Earth Club in the high school shall receive units.

SCHEDULE G-1

ADULT LEARNING CENTER SALARY GUIDE MOVEMENT



SCHEDULE C-2

ADULT LEARNING CENTER

Step	1987-88	Step	1988-89
A	21078	A	23020
B	21578	B	23520

ADULT LEARNING CENTER/ADULT HIGH SCHOOL

hourly rate

Step	1987-88	Step	1988-89
A	16.24	A	17.71

1. All hourly ALC and AHS teachers paid on the guide will be placed on the appropriate step and receive the corresponding salary amount.
2. In the event the position of part-time counselor is reinstated, the rate of compensation shall be negotiated between the parties prior to employment of individuals to that position.
3. All hourly ALC and AHS teachers shall advance a maximum of one step on the salary guide on July 1 of each year of the contract if such hourly teacher works a minimum of 260 hours between the preceding July 1 through June 30 period. In the event a teacher fails to make the minimum number of hours during the preceding contract year to qualify for a step, said teacher shall be advanced one step at the point when 260 hours have been accrued. However, under no circumstances may this provision be interpreted to provide for more than one step advancement in any single contract year. Due to the fact the 1986/87 salary guide has only one rate of pay this language shall not be applicable. In the event in subsequent rounds of negotiations a multi-step guide is adopted, the above language shall be applicable.

SCHEDULE H-1

ATTENDANCE OFFICER SALARY GUIDE

STEP	1987/88	1988/89
1	20000	21520
2	21000	22520
3	22000	23520
4	23000	24520
5	24000	25520
6	25000	26520
7	26000	27520
8	27000	28520
9	28000	29520
10	29000	30520
11	30000	31520
12	31000	32520

ARTICLE VIII

EVALUATION

A. A non-tenured teacher shall be evaluated at least three (3) times a year and a tenured teacher shall be evaluated at least once (1) a year in accordance with N.J.A.C. 6:3 et seq., as is or may be amended. A secretary shall be evaluated at least once a year. Custodial employees shall be evaluated at least once a year. The evaluation shall be reduced to writing within five (5) work days. The employee shall be free to append comments within five (5) work days after it is reduced to writing and the employee receives a copy thereof. The evaluation report shall be written in narrative form and shall include when pertinent:

1. Strengths of the employee as evidenced during the period since the previous report.
2. Weaknesses of the employee as evidenced during the period since the previous report.
3. Specific suggestions as to the measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

B. An employee shall receive a copy of any evaluation materials, letters of complaint, or commendation, excluding materials cited in Article IV H.1., before such material is inserted into his/her file.

C. 1. Only persons having a valid New Jersey Administrator's or Supervisor's Certificate, and who are employed in such

capacity, shall evaluate the work performance of any teacher. Other employees shall be evaluated by the appropriate supervisor. However, a classroom teacher may discuss an aide's performance with the principal in order for the principal to conclude his/her evaluation. In addition, said teacher shall not be present during the initial evaluation conference. Head custodians shall provide in writing input on the evaluation(s) of other custodians in their building. Head custodians shall not be present during the initial evaluation conference.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. All monitoring or observation of the results of work performance of other employees shall be by personal knowledge of the evaluator.

3. Any administrator or representative of the Board of Education shall notify an employee in writing if he/she intends to make use of any criticism submitted by a parent, citizen, student, or other staff member in the evaluation of an employee. The employee may, at the time such criticism is made known to him/her, attach a written statement to the criticism. The exclusion set forth in Article IV H.1. shall apply herein.

D. 1. The performance of Aides will be evaluated twice per year by the Building Principal. The Principal may discuss the Aide's performance with the classroom teacher or others to conclude his evaluation.

2. These evaluations will (1) be put in writing, (2) be shared in conference with the Aide by the Building Principal

or his/her administrative designee, and (3) be placed in each Aide's permanent file. Aides will be allowed to append comments to the evaluation within five (5) work days after the conference.

E. Each first year security officer shall be evaluated at least three (3) times by a supervisor, and after the first year, each officer shall be evaluated at least once a year by a supervisor. The evaluations shall be reduced to writing and given to the officer within five (5) work days. The officer shall be free to append comments within five (5) work days after he/she receives a copy of the evaluation. The evaluation report shall be written in narrative form and shall include, when pertinent, strengths, weaknesses, and specific suggestions for improvement.

F. The evaluation of an employee shall cover only periods prior to the termination of his/her employment and only those documents which apply to the period of employment shall be placed in the personnel file of such employee after severance. This language is not intended to require the Board of Education to make an evaluation of the individual subsequent to that which was in the file at the time of severance.

ARTICLE IX

SALARY REDUCTION FOR TAX SHELTERED ANNUITIES

A. The Board agrees to enter into salary reduction agreements with those employees who wish to participate in tax-sheltered annuity programs. As of July 1, 1985, any carrier or program not presently doing business in Plainfield must have a showing of interest by twelve (12) employees in order to have access to payroll deduction. Companies with participating employees enrolled prior to July 1, 1985, shall not be subject to the minimum requirement of interest.

B. Neither the Board nor the Association endorses any carrier or tax-sheltered annuity program. Employees wishing to enter such agreement do so at their own risk.

ARTICLE X

PERSONAL SICK LEAVE

A. Ten (10) days absence, for personal illness, with pay shall be allowed in any school year. The unused absence shall be cumulative without limit. 18A:30-3 of the New Jersey Statutes.

B. Twelve (12) days of absence, for personal illness, with pay in any school year shall be available to all employees under twelve (12) month contracts. Such employees shall also have available cumulative factors of unused sick leave days without limit.

C. Employees hired for a regular assignment after January 15th will receive sick days on a pro rata basis. Ten month employees hired on or before January 15th will receive ten (10) sick days. Twelve month employees hired on or before January 15th will receive twelve (12) days. The prorated rate shall be one (1) day per month. Substitute employees will not receive sick days.

D. Unused cumulative days of sick leave are not paid for at the time an employee terminates his contract with the Plainfield schools except as provided in Article VII H.

E. 1. In the event that a teacher leaves the school district as the result of a reduction in force, and then is subsequently recalled, the teacher's accumulated sick leave shall be reinstated.

2. Unless otherwise provided for by statute, in the event that any other employee leaves the school district as the result of a reduction in force, and then is subsequently recalled within the next five (5) years, the employee's accumulated sick leave shall be reinstated.

3. In the event any employee leaves the district other than by a reduction in force and is subsequently rehired, the employee's accumulated sick leave shall not be reinstated.

F. Teachers employed in summer school or other summer programs may draw upon their accumulated sick leave up to one (1) day for personal illness while serving in this program.

G. Employees shall be given a written accounting of accumulative sick leave days no later than October 31 of each school year.

H. Work Connected Absence - Pursuant to N.J.S.A. 18A:30-2.1, "Whenever an employee, entitled to sick leave under this chapter, is absent from his post or duty as a result of personal injury caused by accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave provided in Sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, or the Revised Statutes. Any amount of

salary and wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."

ARTICLE XI

PERSONAL, OTHER DAYS OF ABSENCE AND LEAVES

A. 1. A maximum of three (3) days of absence per year, with pay, shall be allowed each full-time employee for reasons other than those listed under Article XI of the contract and Board Policy 4150.

2. If the personal days of absence permitted under the terms of this Agreement have been exhausted and a valid religious holiday of concern to any employee occurs, such employee may request an additional personal day of the Superintendent.

3. An employee may request the time necessary for appearance in any legal proceeding connected with the employee's employment or with the school system which does not pertain to a criminal or quasi-criminal charge against the employee, and which does not involve a civil suit in which the employee seeks a monetary recovery.

4. If a teacher, in order to attend summer school, requires time in the beginning or the end of the school year, such employee shall provide adequate notice and substantiation of this need when making application to the Superintendent for his/her approval. Other employees may be released at the discretion of the Superintendent.

B. Prior written approval of the employee's supervisor or principal will be necessary, except in case of emergency. Such absences are allowable for business and activities that neces-

sarily must be transacted on days when school is in session: religious observances, legal matters, jury duty or unusual family circumstances are some of the reasons said absences may be applied.

C. Leave for Jury Duty - Upon receipt of jury duty notice, an employee shall immediately deliver this notice to the administration, who shall request an adjournment thereof to non-school time. If such request is not granted, the employee shall receive his/her regular salary less the jury duty stipend.

D. Reasons When Applying for a Personal Leave Day before/after a School Holiday or Vacation.

1. Teachers are to provide specific reasons when applying for a personal leave day on the day before/after a school holiday or vacation.

2. For secretaries such personal days of absence shall not be taken on days immediately preceding or following any holiday or weekend, except in cases of emergency. Upon request, the employee shall state the nature of said emergency, and any disputes arising from withholding pay or benefits under this clause shall be subject to the grievance procedure as outlined in Article III through Level 4.

3. For aides personal leave days shall not be granted on days immediately preceding or following a weekend or holiday period, excepting in cases of emergencies. In cases where a request is made for personal leave covering the days mentioned in this paragraph, specific reasons must be listed.

4. For maintenance, custodial, driver and security personnel the Board of Education provides a maximum of three days per year with pay for reasons other than those outlined for personal illness and injury and family illness, injury, or bereavement. Prior written approval of the employee's supervisor or principal will be necessary, except in case of emergency. Such absences are allowable for business and activities that necessarily must be transacted on days when school is in session. Religious observances, legal matters, or unusual family circumstances are some of these reasons for which such absences may be applied.

E. The Board reserves the right to reject an employee's request for a personal leave day before/after a school holiday or vacation if it believes the request does not meet the contractual text set forth in Article XI. Such refusals are subject to the grievance machinery.

F. The Association recognizes employees have no right to abuse the privilege of taking personal leave days. It also recognizes that employees who abuse such privileges are subject to appropriate disciplinary action.

G. Leave for Critical Illness or Death of Family.

1. (a) Five (5) days absence with pay may be allowed for secretaries for each critical illness or death in the immediate family. This allowance may be extended at the discretion of the Superintendent in unusual circumstances, particularly in cases of service longevity in Plainfield.

(b) The Board of Education will provide all other contracted employees five (5) days leave with full pay in any one year for critical illness or death in the immediate family. This allowance may be extended at the discretion of the Superintendent in unusual circumstances, particularly in cases of service longevity in Plainfield.

2. Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. Immediate family means husband, wife, children, and any other members of the same home; or father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, regardless of residence.

H. Leave Relative to Pregnancy and Childbirth.

1. The Board recognizes employees may exercise their rights under Article X of this contract during periods of illness disability associated with pregnancy or childbirth.

2. In addition, the Board agrees to grant maternity leave as provided by Board policy and practice.

3. When and if requested to qualify for benefits of this section, employees agree to submit certification from a licensed physician to verify pregnancy, disability, and/or to indicate ability to continue or return to work. The Board shall not remove any employee from her duties for reasons of health during pregnancy unless she cannot produce a certificate from her physician that she is medically able to continue working.

4. Pursuant to Maternity Leave Policy #4152/4252, any employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for adoption.

I. Military Reserve Duty - In accordance with John Pappa v. Bd. of Ed., Palisades Park, decided by the New Jersey Commissioner of Education, November 21, 1974, an employee called to military reserve duty will be granted up to two (2) weeks without loss of pay or other benefits while on annual active duty, pursuant to active service in the U.S. Army, Air Force, Navy, Marines, National Guard, or Coast Guard Reserves. Employees will be required, if requested, to prove their reserve status.

J. A leave without pay for military service shall be granted.

K. Secretaries who are planning to be married may apply for absence without pay by written request to the Superintendent.

L. A leave without pay for health, study, or other reasons may be granted to employees under tenure at the discretion of the Board.

ARTICLE XII

SUBSTITUTES

A. Effective September, 1987, if a teacher is required to utilize his/her unassigned time for the purpose of substitution, such teacher shall be reimbursed ten (\$10.00) dollars per period. Effective September, 1988, if a teacher is required to utilize his/her unassigned time for the purpose of substitution, such teacher shall be reimbursed eleven (\$11.00) dollars per period. This section shall apply to special subjects and special education teachers.

B. Effective September, 1987, if an elementary teacher is required to accept all or part of a class of an absent teacher for whom no substitute has been obtained, the Board will pay said teacher ten (\$10.00) dollars per day, per occurrence. Effective September, 1988, if an elementary teacher is required to accept all or part of a class of an absent teacher for whom no substitute has been obtained, the Board will pay said teacher eleven (\$11.00) dollars per day, per occurrence. This section shall apply to special subjects and special education teachers.

C. This Article does not apply to Adult Learning Center teachers.

D. Consistent to N.J.S.A. 18A:27-2 and N.J.A.C. 6:8-4.3 Aides shall not be requested or required to serve as substitute teachers in the absence of a certified teacher.

ARTICLE XIII

EDUCATIONAL GROWTH IMPROVEMENT

A. TEACHERS

The Plainfield Board of Education recognizes the value of professional growth as represented by courses designed to improve a teacher's effectiveness in the classroom by providing partial reimbursement to teachers for expenses incurred in approved college and university courses.

1. Qualifications

(a) This program will be restricted to studies that are directly related to the applicant's present subject field or grade assignment, or to the goals and objectives contained in the teacher's professional improvement plan, and/or a needed subject area as approved by the Superintendent of Schools, or to any applicant who is in a matriculating program directly relating to education.

(b) Provisions will be made for partial reimbursement for travel to approved summer institutions in cases where the travel allowance provided by the institution is not sufficient to meet the needs of the applicant.

(c) Teachers will receive reimbursement for approved courses taken while employed in Plainfield for tuition, necessary books, and college fees to a maximum of three hundred seventy-five (\$375.00) dollars per year for successful completion of such courses.

(d) Reimbursement will be made provided that the final grade assigned by the college or university to the teacher for having taken the course for which he/she seeks reimbursement is either an A or B or C. Pass or registration credit shall qualify for reimbursement only if the college catalogue specifies a pass or registration is the only type of grade which can be received in that specific course.

(e) Courses for which there is no tuition charge or which are fully financed not requiring teachers' personal resources are not eligible for reimbursement.

(f) Graduate credit received through correspondence is not acceptable. Approved credit must be from an accredited college or university to qualify for reimbursement.

2. Procedures

(a) There are two forms used for course reimbursement. An application for course work must be submitted in advance of taking courses. An application for reimbursement must be submitted after taking courses as outlined in Section 2, Procedures. Applications for the professional growth reimbursement program will be available in all schools and offices.

(b) All applicants will be required to submit transcripts and receipted bills for expenses incurred under this program.

(c) Applications for course work will be submitted to the office of the Superintendent of Schools for review and approval. If approved, such approval shall be made known

to the applicant prior to his/her taking such course. Prior approval is not required for any applicant taking a course in a matriculated program. Only in the event the course for which the approval was requested and granted is unavailable at the time of registration may the applicant submit a request for approval for purposes of reimbursement under the terms of this agreement subsequent to such course.

(d) approved application will include the amount of reimbursement covered by the eligibility requirement.

(e) The Superintendent of Schools will recommend payment based on each individual teacher's approved application.

(f) Teachers shall be ineligible for reimbursement if a voluntary resignation is in effect prior to the time reimbursement is scheduled to be issued.

(g) Reimbursement for allowable expenses incurred by teachers when taking professional growth courses will be made twice a year, at the October and March meetings of the Board of Education. In order to facilitate payment, teachers are required to submit their transcript of completed work as soon as it becomes available together with the application for reimbursement and receipt for other allowable expenses. In October, payment will be made for courses taken during the immediate previous spring and summer semesters. In March, payment will be made for courses taken during the immediate previous fall semester. No payment will be made unless all requirements for applications for reimbursement and receipts

are fulfilled. It is the intent of this policy to include payment for courses taken the previous summer; therefore, when the institutions fail to send transcripts by September 1 and February 1, respectively, it is suggested that the respective staff members notify the Superintendent's office in writing of the fact, and consideration will be given to such circumstances.

(h) This Article does not apply to part-time Adult Learning Center teachers.

B. SECRETARIES AND AIDES

Qualifications

The Board shall pay a maximum of two hundred seventy-five (\$275.00) dollars per year toward tuition costs of a full time secretary, and a maximum of two hundred twenty-five (\$225.00) dollars per year toward tuition costs of a full time aide for courses taken to improve job performance. Costs include tuition, necessary books, and college fees. Such courses must be related to the secretary's/aide's present assignment. Prior approval to enroll in such courses must be granted by the Superintendent or his/her designee. Reimbursement will be made as soon as practicable after submission of transcripts showing satisfactory completion of courses and of receipted bills.

C. CUSTODIANS

Qualifications

Custodians who are required by the Board of Education to hold licenses or other certification required by city, state

or other regulatory agencies shall have their annual renewal fees for such licenses paid for by the Board of Education.

D. If it is the opinion of the Superintendent that an employee or group of employees may benefit from attendance at a job related workshop or seminar, the cost of such attendance, if approved, will be paid for by the Board of Education.

ARTICLE XIV

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. An employee shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety or well-being, except as required in emergency situations in the work responsibilities of custodial and maintenance employees and security officers.

B. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

C. If criminal or civil proceedings are brought against an employee alleging that the employee committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for counsel fees incurred by him/her in his/her own defense.

D. Pursuant to Workmen's Compensation statutes, the Board shall reimburse an employee for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his/her employment.

ARTICLE XV

MAINTENANCE OF CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of all teachers, administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each of these employees at the start of each school year. Where appropriate, the principal shall issue a statement for his/her school.

B. 1. The Superintendent or his/her designee will provide specific guidelines and procedures for dealing with students suspected of drug abuse or possession of narcotics.

2. The Superintendent or his/her designee or the Association may call upon the Instructional Council for assistance in the development of these guidelines.

ARTICLE XVI

INSURANCE PROTECTION

A. It is agreed that the Board will pay full family premium for medical, surgical and hospitalization insurance (Blue Cross-Blue Shield prevailing fee, 120 day plan per confinement, 365 day Rider J, Major Medical).

B. Prescription Plan - Effective July 1, 1987, through June 30, 1989, the Board will provide the annual payment per employee for the purchase of a prescription drug program.

C. Dental Plan - Effective July 1, 1987, through June 30, 1989, the Board will provide the annual payment per employee for the purchase of a dental plan.

D. Any premium increase in the aforesaid prescription or dental plans subsequent to 6/30/89 shall be borne by the individual employee. Caps shall be set at the premium rate in effect on 6/30/89.

E. Regardless of the type of coverage provided under Section A, B, C, and D of the Article, only those Adult Learning Center Teachers who are employed on a full-time basis are entitled to coverage paid by the Board for the employee only.

F. Retirees shall henceforth be allowed to purchase the various insurance benefits enjoyed by the PEA members, at their own expense at the group rate, if agreeable to the carrier. Similarly, the surviving spouse of a deceased retired bargaining unit member, shall be allowed to purchase the sundry insurance coverages, at group rate, if permitted by the carrier.

G. Persons on authorized unpaid leaves shall be allowed to purchase insurance under Section F above for a period of one (1) year.

H. Effective in the second year of the contract (1988-89), the Board will provide twenty-five (\$25.00) dollars per year per employee-only for vision care to cover eyeglasses or examination. The administration of the plan is to be determined by the Board.

ARTICLE XVII

ROOMS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

Teachers shall be consulted with regard to the selection of textbooks, library books, and other instructional equipment.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Plainfield, Union County, National, and New Jersey Education Associations, as said employees individually and voluntarily authorize the Board to deduct. Said monies together with the records of any corrections shall be transmitted to the Treasurer of the Plainfield Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or Associations. Each employee waives all rights and claims for monies so deducted and transmitted and relieves the Board of Education and its officers from any liability thereof.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which

notice of withdrawal is filed and as of the date prescribed by law to halt deductions as of July 1.

B. The Board agrees to deduct from employees' salaries money to be transferred to the Union County Teachers' Federal Credit Union as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies within ten (10) days of such deduction to the Union County Teachers' Federal Credit Union. Employees may authorize these deductions to begin or end in September and January only.

ARTICLE XIX

POSTING OF VACANCIES

A. All promotions paying a salary differential and/or promotions on the administrative-supervisory level of responsibility and summer school vacancies shall be adequately posted within the system in order to give currently employed personnel an opportunity to apply for said positions.

B. This article shall not apply to acting positions. All temporary positions of an extended termination date as declared by the Superintendent shall be posted.

C. All vacancies shall be posted in all schools and administration buildings promptly as they become known. In addition, the Association president shall receive copies of all postings.

D. A list of filled positions shall be posted monthly.

E. All notices shall be posted at least seven (7) working days prior to the final date when applications will be accepted. Such notice shall provide a general description of the position, the salary level, the location of the position and the last date on which employees may apply for the position.

F. All qualified employees shall be given adequate opportunity to apply for such positions and consideration shall be given to all such applicants.

G. The Superintendent reserves the right to advertise outside the district concurrently if considered necessary.

ARTICLE XX

INSTRUCTIONAL COUNCIL

A. 1. The purpose of the Instructional Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the Board on such matters as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Plainfield School District.

2. The Council shall consist of six (6) representatives appointed by the Superintendent and six (6) teacher representatives appointed by the Association.

3. The Council shall be authorized to establish Study Committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

4. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents and other interested parties.

5. Nothing in this Article shall be interpreted to prevent the Council from consulting or adding to its number such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purpose.

6. The Council shall establish its own rules of procedure.

7. The Council shall meet at least once a month.

B. 1. The Superintendent shall consider all recommendations submitted to him/her by the Council and shall transmit those that he/she feels should come to the attention of the Board. Those not so submitted shall be returned to the Council within a reasonable period of time.

2. Reports of the council and any Study Committee established by the Council may include minority as well as majority views.

ARTICLE XXI

REDUCTION-IN-FORCE

A. The seniority list of employed Aides will be a major consideration but not an exclusive factor regarding lay-offs.

B. Non-tenured non-teaching employees shall be laid off before tenured non-teaching employees.

ARTICLE XXII

WORK YEAR, VACATION AND HOLIDAYS

A. The work year for all teachers, including Child Study Team members, shall be a maximum of 187 days which shall begin after Labor Day and end prior to June 30.

B. 1. Maintenance, custodial, and drivers will be entitled to vacation as follows:

Years of Service

Vacation Benefits

After 6 months of service, employees earn one day of paid vacation for each full month of service starting with the seventh month to a maximum of six days for the year.

1 - 5	10 days
6	12 days
7	12 days
8	15 days
9	16 days
10	17 days
11	18 days
12	19 days
13	20 days
14	21 days
15	22 days
16	23 days
17	23 days
18	23 days
19	23 days

2. Any custodian who received in 1984-85 school year more days vacation than the above schedule would provide shall continue at the higher amount until the above schedule provides for an increase.

C. All secretaries employed on or before October 1, 1985 shall have 23 days vacation per year. Secretaries hired after

October 1, 1985 shall follow the schedule as outlined in Section B 1.

D. All vacation days must be taken during the month of July and the first three weeks of August following the year in which they were accrued, upon approval of the Administrator, Principal, or Supervisor where appropriate. Permission to utilize vacation time during the last week in August or at some other time, may be requested and permission for such rescheduling shall not be unreasonably withheld.

E. Employee shall be notified within ten (10) work days of the disposition of said request. Approved vacation days shall not be rescheduled unless requested by the employee or except in the case of an emergency.

F. Permission to accumulate vacation days from one year to another will not be granted unless an employee is asked by the Superintendent to work during the month of July and the first three weeks of August. Only then may vacation days be held over for another year and taken during months other than July and August at the pay rate of the year in which the vacation days are taken.

G. Where practicable, preference for vacation time and approval shall be by seniority. However, head custodians shall have preference over custodians in their buildings.

H. Employees of the maintenance/custodial shall be allowed seventeen (17) paid holidays each year. These seventeen (17) paid holidays shall coincide, where practicable, with days that are established as holidays in the school calendar. In

determining which days shall be recognized as holidays, the Superintendent of Schools shall take into consideration the needs of the school system and the security of the buildings and other properties belonging to the Board of Education.

I. The Superintendent of Schools in designating holidays for custodians and maintenance employees, shall designate a day as a "floating holiday" which shall not be considered as one of the seventeen (17) paid holidays mentioned above.

J. If a regularly scheduled school holiday occurs during an employee's scheduled vacation, the day will not be counted as part of the vacation to which the employee is entitled.

K. Twelve month secretaries shall be entitled to eighteen (18) holidays in a work year. Ten month secretaries shall be entitled to the same holidays as in the school calendar for teachers.

L. Security officers and aides shall be entitled to the same holidays as in the school calendar for teachers.

M. 1. All teachers and secretary personnel shall be released from work in accordance with N.J.S.A. 18A:31-2 to attend the NJEA Convention.

2. Those employees not covered by N.J.S.A. 18A:31-2 shall be released from work for one (1) day each year with pay to attend the NJEA Convention under the same terms and conditions as set forth in N.J.S.A. 18A:31-2.

N. 1. Custodial and maintenance employees are required to report for duty on days on which schools are closed due to snow or other climatic conditions. Employees in this unit

shall be given a day off with pay or a day's credit towards their vacation allowance for each day worked under these conditions. Any employee who fails to report to work on any of these days, or any day considered to be a work day in which there is snow removal work to be done, shall be docked a day's pay for failing to report on said day.

2. School closings due to snow storms will be recognized as snow days for the purposes of this article if an announcement is made over the local radio station by the Superintendent of Schools or his/her designee.

3. The provisions of the above shall apply to probationary employees. If a snow day has been earned by a probationary employee who is terminated, such employee shall receive one day's pay for the period worked upon termination of such employee's service.

O. Employees under ten month contract who are changed to a twelve month position may be permitted to take up to ten days vacation during July and the first three weeks in August. Said vacation days are to be borrowed from their vacation allowance which begins to accrue with the start of their new twelve month position.

P. If an employee terminates before earned vacation can be taken, or if, in an emergency the Superintendent shall determine that it is in the best interest of the school district that an employee not leave his/her post, the Superintendent may authorize payment in lieu of vacation - that payment per day to be 1/200 of a ten month employee's annual salary or

1/240 of a twelve month employee's annual salary during the year said vacation should have been taken according to policy.

Q. 1. Secretaries must call the district's telephone service or the immediate supervisor between 6:00 p.m. and 7:00 a.m. to report unavailability for work. A secretary may also notify the service that a substitute secretary will be needed; upon such notification the secretary will have no further obligations to acquire a substitute for her position.

2. Clerical employees are expected to report for work unless weather conditions or the state of their own health makes it impossible for them to report for duty on a day on which schools are closed due to a storm.

3. Clerical employees who are reported as absent on days on which schools are closed due to storm will not suffer any loss of pay or vacation time.

4. Clerical employees who at the request of their immediate supervisor report for duty on days on which schools are closed due to storm will receive a day off with pay for each day worked under these conditions.

ARTICLE XXIII
NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end.

B. Teachers shall not be required to accept collected money that is not in an envelope.

C. 1. Classroom or homeroom teachers need not be required to remain with students during those times when a "special" (and properly certified) teacher is present in the classroom and conducting the lesson unless the presence of the classroom teacher is necessary to help the special teacher make his or her program effective.

2. As a temporary measure, the principal may request the assistance and/or the presence of the classroom teacher in unusual circumstances.

3. In the event that the Board exercises its legal right to reduce the number of special subject teachers at the elementary schools, it agrees to enter into negotiations with the Association concerning the impact of such decision upon other elementary teachers.

D. Cafeteria Duty

The Board will provide for two (2) positions of Lunchroom Supervisor to be filled by certified teachers in each elementary school. These positions would have a job description which would involve a daily one-half (1/2) hour lunchroom

duty in each elementary school, supervision of the lunchroom operation, directing lunchroom aides, and planning for the operation of the lunchroom. The positions will be posted, but if no volunteers come forward, the Administration will appoint a teacher on the regular staff at each elementary school. The position will be filled on a one-year basis. The payment for serving in these positions is a one-half (1/2) hour stipend based on the current stipend of \$15.00 per hour. The teachers in these positions would have a duty-free one-half (1/2) hour lunch, and would be paid the above stipend for lunchroom duty. Any elimination of teachers from lunchroom duty would in no way affect their obligation for playground/recess duty. In all cases, the existing assignment of teachers to playground/recess duty would be continued as presently in force. Only lunchroom supervisors would be excused from playground/recess duty.

ARTICLE XXIV

FAIR DISMISSAL PROCEDURE

The Board and the Association agree to abide by the requirements of the statutes and the New Jersey Administrative Code with respect to renewal and nonrenewal of nontenured teacher contracts. All decisions regarding nonrenewal of nontenured teacher contracts are not subject to binding arbitration.

ARTICLE XXV

FACILITIES

A. Each work site shall have the following facilities:

1. Whenever practicable, free and adequate offstreet paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for employee use;
2. Whenever practicable, space in each classroom where instructional materials and supplies may be stored;
3. Whenever practicable, a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
4. Whenever practicable, a serviceable and accessible desk, chair, and filing cabinet for the exclusive use of each teacher;
5. Whenever practicable, a communication system so that teachers can communicate with the main office from their classrooms.
6. Whenever practicable, well-lighted and clean employee rest rooms, separate for each sex and separate from the employee lounge or students' rest rooms;
7. Whenever practicable, a separate, private dining area for the exclusive use of employees;
8. Whenever practicable, suitable closet space for each employee to store coats, overshoes, and personal articles;

9. Whenever practicable, copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach;

10. Whenever practicable, adequate chalkboard space in every classroom;

11. Whenever practicable, a complete and unabridged dictionary in every classroom; and

12. Whenever practicable, adequate books, paper, pencils, pens, chalk, erasers and other such material required in the daily teaching responsibility.

B. Whenever necessary, employees shall be given keys to the employee lounge and to the classrooms in which they work.

ARTICLE XXVI

STUDENT TEACHERS

A. No teacher shall be assigned as a cooperating teacher without his/her prior approval.

B. A nontenured teacher in his/her first year of employment shall not be assigned a student teacher.

C. Teachers asking for or requesting student teachers will submit such request to the principal at the end of the school year or at such time as the Board becomes aware that it needs the names of teachers who are willing to participate in teacher training of college students.

ARTICLE XXVII

TRANSFERS

A. Teacher Transfer

1. Notice of a transfer or reassignment shall be given to a teacher as soon as practicable, and except in cases of emergency, not later than forty-five (45) calendar days prior to the effective date of the transfer.

2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate administrator, if the teacher is available, at which time the teacher shall be notified of the reason therefor. In the event a teacher objects the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or his/her designee, shall meet with him/her. The teacher at his/her option may have an Association representative present at such meeting.

B. Other Employees

1. Transfer of personnel involuntarily or voluntarily shall be made in accordance with administration's judgment as to the most effective use of such personnel; however, employees to be transferred shall be consulted prior to such transfer, and when transferred, shall not suffer any reduction in base compensation.

2. The seniority list of employed aides will be a major consideration but not the exclusive factor regarding transfers and promotions.

3. Notice of a permanent transfer or reassignment shall be given to an employee as soon as practicable, and except in cases of emergencies not later than two (2) weeks prior to the effective date of the transfer or reassignment.

C. General Provisions

1. Any employee desiring a voluntary transfer shall make an application in writing.

2. The Board retains the final, unilateral, and in-arbitrable right to determine qualifications and who meets them.

ARTICLE XXVIII

IMPROVEMENT OF JOB PERFORMANCE

A. It is at times desirable for employees to observe other employees and classes or work sites in and out of their own school system in order to become more proficient in their work. An employee may request, in writing, his/her building principal to grant such request for such an observation. If such an observation would be beneficial to the system and would be feasible at the time requested, the building principal may grant said request.

B. The building principal may also request such visitations. The building principal shall receive a complete written report of such a visit.

ARTICLE XXIX

PERSONAL AND ACADEMIC FREEDOM

The Board and the Association empowered the Instructional Council with the responsibility of formulating a statement on personal and academic freedom. The parties also agreed to make the recommendation of the Council a part of this Agreement.

Although the actual formulation of the Personal and Academic Freedom provisions stated below was not accomplished through the negotiations process, it is recognized and agreed by the Board and the Association that it shall have the same effect as if it were negotiated by the parties.

The Plainfield Board of Education and the Plainfield Education Association recognize the supreme importance of the pursuit of truth and the nature of democratic citizenship. They regard as essential to these ideals the protection of freedom to learn, the freedom to teach. They encourage the spirit of inquiry and the thoughtful formulation of educational goals.

In achieving these ideals, specific responsibilities rest upon the educator and the Board.

A. The educator

1. Shall provide undistorted and reasonably complete information on the subjects for which he/she is responsible.

2. Shall not restrain students from independent investigations with access to various points of view.

3. Shall identify statements of opinion as personal points of view.

4. Shall refrain from use of the schools to promote partisan political activities.

B. The Board

1. Shall guarantee non-interference with the employee's political rights or citizen rights and responsibilities.

2. Shall respect the privacy of the employee's personal life, except when personal activities directly interfere with work performance or violate the education laws of the State of New Jersey.

3. Shall protect the teacher's and aide's right and responsibility to present relevant material that does not violate the education laws of the State of New Jersey.

4. Shall require that objections to educational materials be submitted in accordance with Board policy.

ARTICLE XXX

COMPLAINT PROCEDURE

A. Any complaint regarding an employee made to any member of the administration by any parent, student, or other persons which, in the opinion of the administrator, does or may influence evaluation of an employee shall be drawn to the attention of the employee.

B. The principal or immediate superior shall discuss with the employee the full nature of the complaint.

C. If the employee desires, and the administrator concurs, a meeting may be established with the party making the complaint.

D. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XXXI

ASSIGNMENTS

Except in cases of emergencies, the Board will provide employees notice as to their next school year assignment(s) and/or work location by June 1 of the prior school year.

ARTICLE XXXII
REPRESENTATION FEE

A. Representation Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Board; or

(b) Thirty (30) days after the employee begins his/her employment in a bargaining unit position.

3. Termination

If an employee is required to pay a representation fee and terminates his/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 the unpaid portion of the fees from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, 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.

5. Changes

The Association will notify the Board in writing of any changes or lists provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected and any deductions made not more than ten (10) days after the Board receives the notice.

6. Indemnification

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by

reason of action taken or not taken by the Board in reliance upon the representation fee information furnished by the Association or its representatives. The Association shall establish a procedure whereby an employee may challenge the deductions taken for such representation fees.

ARTICLE XXXIII

UNIFORMS AND EQUIPMENT

A. Security officers shall be provided \$175.00 per annum clothing allowance, payable in one lump sum at the end of FYE June 30, for maintenance, cleaning and minor repairs and for purchasing of specific clothing. (Specific clothing shall mean shirt and tie to be worn daily while on duty.) Security officers who do not complete a work year shall receive a prorated amount based on the percent of the work year completed.

B. The current practice of providing uniforms to maintenance/custodial employees of this bargaining unit will continue. Currently, each new employee is issued five (5) sets of uniforms: three (3) winter-weight uniforms and two (2) summer-weight uniforms. Employees receive two (2) sets of uniforms each year thereafter. Winter work jackets are replaced every five (5) years.

ARTICLE XXXIV

MISCELLANEOUS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of employees or pupils or in the application or administration of this contract on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Copies of this contract shall be reproduced at the expense of the Board and the Association on an equal basis. There shall be mutual agreement as to the type of reproduction, and the contract shall be reproduced within thirty (30) days after the contract is ratified, unless the time is mutually extended. Copies shall be presented to all employees.

C. Whenever any notice is required to be given by either of the parties to this contract to the other, pursuant to the provisions of this contract either party shall do so by telegram or certified or registered mail at the following address:

If by the Association to the Board:

Secretary
Plainfield Board of Education
504 Madison Avenue
Plainfield, New Jersey 07060
(Phone: 201-753-3150)

If by the Board to the Association:

President
Plainfield Education Association
963 Park Avenue
Plainfield, New Jersey 07060
(Phone: 201-561-0664)

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

ARTICLE XXXV

MANAGEMENT RIGHTS CLAUSE

A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. Except as may otherwise be provided or limited in this Agreement, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:

1. to direct employees of the Board;
2. to hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board or to suspend, demote, discharge, or take disciplinary action for just cause against the employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work or other legitimate reasons;
5. to maintain the efficiency of the Board operations entrusted to them; and
6. to determine the personnel by which such operations are to be conducted.

ARTICLE XXXVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1989, subject to Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the 29th day of April, 1988.

ATTEST:

By:

Nancy Lee

Secretary

PLAINFIELD BOARD OF EDUCATION

By:

Cecil Vincent

President

ATTEST:

By:

Betty O'Brien

Secretary

PLAINFIELD EDUCATION ASSOCIATION

By:

Raymond M. Jackson, Jr., D.

President

SIDE BAR AGREEMENT NO. 1

This Side Bar Agreement is entered into this 18th day of September, 1985, by the Board of Education of Plainfield, City of Plainfield, New Jersey ("Board"), and the Plainfield Education Association ("Association").

This Agreement shall be effective as of the date of July 1, 1987 until June 30, 1989.

The parties have reached certain understandings which are not a part of the Collective Negotiations Agreement for this period.

It is hereby agreed as follows:

1. All Supplemental Teachers in the district shall be placed on the regular teachers' salary guide with all benefits. However, the Board does not make any representation that any Supplemental Teacher positions will exist beyond the execution of this Agreement.

2. All Travelling Teachers in the district shall have the option of designating the location at which said teachers' paychecks shall be delivered throughout the school year. Travelling Teachers must exercise such option in writing during the first week of school.

3. Any Aide or Security Officer employed in the district shall not be evaluated until such employee is furnished with a job description.

4. The Board shall administratively provide probationary custodial employees with sick leave and health benefits.

5. The Board shall administratively rotate overtime for Bus Drivers in an equitable manner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the 29th day of April, 1988.

ATTEST:

By: _____

Henry Lee

Secretary

PLAINFIELD BOARD OF EDUCATION

By: _____

Cecil Vincent

President

ATTEST:

By: _____

Betty Rubin

Secretary

PLAINFIELD EDUCATION ASSOCIATION

By: _____

Lynne M. Jackson

President

SIDE BAR AGREEMENT NO. 2

The Plainfield Board of Education and the Plainfield Education Association enter into the following memo of agreement to modify the medical insurance coverage for the 1987-89 agreement and resolve certain unfair labor practice charges as follows:

1. Effective January 1, 1988 to June 30, 1989 the prescription drug will be capped at \$24.16 per month per employee on a \$2/\$4 co-pay plan. During the same period, the dental will be \$30 per month per employee on an indemnity plan.

2. Effective January 1, 1988 to June 30, 1989 the major medical will have a decrement as follows:

- a) Single - \$1.90 per employee per month
- b) Family - \$4.84 per employee per month
- c) Parent/Child - \$3.69 per employee per month

This decrement prohibits the submission of all prescription drug claims for major medical reimbursement. This major medical shall terminate at the end of the Blue Cross/Blue Shield coverage for prescription drugs.

3. It is anticipated that a maximum of \$1,501 in medical cost savings will be left over as a result of this settlement. If this be the case, such amount will be applied to either dental, prescription drug or optical insurance cost in the next successor agreement.

DATED: JANUARY 15, 1988