

**AGREEMENT**

*between the  
Piscataway Township Board of Education  
and the  
Piscataway Township Education Association*

**July 1, 1995 to June 30, 1998**

**Piscataway Township Education Association  
31 Stolton Road, Suite 6  
Piscataway, New Jersey 08854  
(908)752-0960**

**1995-1997 OFFICERS**

Giovanna J. Musto	President
Joan Wright	1st Vice President
Dave Perna	2nd VP Teachers
Chris Kechula	2nd VP Cust/Maint
Suzanne Zelawski	2nd VP Para-Professional
Pat Makowski	2nd VP Secretary
Doris Hulk	Secretary
Vivian Campbell	Treasurer

**NEGOTIATING TEAM**

Arlene Bloch	Nurse
Nancy Grbelja	NJEA
Sandy Hilgert	Secretary
Chris Kechula	Custodian
Pat Kelly	Paraprofessional
Pat Pecchia	Maintenance
Giovanna Musto	PTEA President
Nancy Weinman	Teacher
Joan Wright	Teacher/PTEA 1st VP

**AGREEMENT**

**BETWEEN THE**

**PISCATAWAY TOWNSHIP BOARD OF EDUCATION**

**AND THE**

**PISCATAWAY TOWNSHIP EDUCATION ASSOCIATION**

**JULY 1, 1995 TO JUNE 30, 1998**

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**ARTICLE I**  
**RECOGNITION**

**A. Unit**

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

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

**Paraprofessionals**

Full-time custodians, floating custodians, maintenance personnel, maintenance helper, specialists, and twelve (12) month bus drivers/transportation coordinators  
Full time is defined as persons working in these job categories for 20 or more hours per week on a regularly scheduled basis.

Regularly assigned ten (10) month bus drivers, van drivers and bus attendants

Clerks, secretaries and switchboard operators

Health aides, truant officer, and athletic trainer

**B. Definition**

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

personnel, maintenance helper, assistant head custodian, grounds personnel, specialist, and twelve (12) month bus drivers/transportation coordinators, unless otherwise indicated. The term "bus driver" shall include regular scheduled (10) month bus drivers, van drivers and bus attendants unless otherwise indicated. The term "paraprofessional" shall refer to ESL, paraprofessionals, Basic Skills paraprofessionals, Special Education paraprofessionals, and Hall Monitors. The term "secretary" shall include secretaries, clerks and switchboard operators unless otherwise indicated. The terms health aides, "truant officer" and "athletic trainer" shall refer respectively to those positions only.

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

**ARTICLE II**

**NEGOTIATION PROCEDURE**

**A. Applicability of Negotiations**

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

**B. Representation**

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

**C. Successor Agreement**

In accordance with NJSA 34:13A-1 et seq. the Association and the Board agree to negotiate over a successor Agreement concerning terms and conditions of employment. Any agreements so negotiated shall apply to all personnel units described in ARTICLE I, shall be reduced to writing and signed by the Board and Association. Requests from the



Association will be made through the Superintendent. Requests from the Superintendent or the Board or their representatives will be made to the President of the Association. A mutually convenient meeting date shall be set for the first meeting within fifteen (15) working days of the date of such request.

#### D. Maintenance of Work Rules

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definition

1. A Grievance shall mean an appeal by an employee or the Association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.
2. Notwithstanding anything in this ARTICLE to the contrary, the right to appeal administrative decisions and policies not arising out of the Agreement, shall terminate at the Board of Education level.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.

##### B. Adjustment of Grievance

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

decision can be based on total pertinent information. The written grievance shall specify the interpretation, application, or violation of policies, agreements and administrative decision giving rise to the grievance and the proposed remedy, which remedy shall not limit the Association and the Board from agreeing to nor an arbitrator from awarding other appropriate remedies. The Association shall simultaneously deliver a copy of the formal written complaint to the lowest appropriate supervisor with whom an informal resolution was sought and this Supervisor shall be afforded the opportunity of submitting a written comment for attachment to the formal complaint and consideration by the next higher authority. The Supervisor to whom the written grievance has been submitted shall review the material presented, may discuss the issue with the parties involved, and shall render a written decision within eight (8) school days after the grievance was received.

4. The Association may appeal a decision in writing to each higher administrative level in turn. For grievances originating at the High School, the sequence shall be: Immediate Supervisor, Principal, Superintendent. At all other schools, the sequence shall be: Building Principal, Superintendent. For grievances involving bus drivers and conductors, the sequence shall be: Immediate Supervisor, Assistant Superintendent for Business, Superintendent. Each written appeal shall be made within eight (8) school days of the preceding Supervisor's decision or within eight (8) school days of the expiration of the time limit for such a decision as specified in B-5 and B-11 herein.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records plus the recommended plus the written reason for forwarding the appeal within eight (8) school days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may hold a meeting and/or hearing with the grievant and representatives. If the grievant's appeal is received by the Board Secretary at least ten (10) school days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing no later than five (5) school days following the regularly scheduled Board Meeting.

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

second subsequent regularly scheduled Board Meeting.

6. If the Association is dissatisfied with the determination of the Board of Education, it may, within eight (8) school days, initiate binding arbitration by submitting to the Board of Education a written notice of its intent to arbitrate.

a. The Association may request the Public Employment Relations Commission to initiate arbitration procedures pursuant to the Commission's rules and regulations.

b. Rights, duties, and jurisdiction of arbitrator:

(1) Before the submission of a grievance to arbitration each party shall, in writing, set forth the issue or issues to be determined and /or considered by the arbitrator.

(2) The arbitrator must be limited to a consideration of the issues presented.

(3) The arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.

(4) The determination of the arbitration must be limited to the express terms and/or conditions of the Agreement which are the subject of the grievance.

(5) Disputes involving questions of unfair labor practice, scope of negotiations questions, questions of representation and any other matters within the jurisdiction of the Public Employment Relations Commission as well as constitutional issues shall not be arbitrable. Furthermore, either party shall have the right to challenge in court any arbitration award on the grounds that the arbitrator misconstrued or misapplied principals of law. Grievances filed by bus drivers arising out of route selection, field trip selection, hiring, assignment, and transfers shall proceed only to advisory arbitration.

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

7. Notwithstanding anything contained in this Article to the contrary, all notices of appeal must be made in writing within eight (8) school days of written decision to the next higher authority, otherwise the appeal shall be deemed abandoned. No written decisions shall be required if the employee(s) in writing advises the hearing

authority that its decision will not be appealed.

8. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. All meetings and hearings under this procedure, as stated in this ARTICLE III in its entirety, shall be conducted in private and shall include only such parties in interest and their designated representatives.

10. In the event a grievance is brought up for consideration during the summer recess and if the Principal (or immediate Supervisor if applicable) is not available after the closing of school for procedures outlined in Paragraphs B-1 and B-4, then the employee may proceed to the next appropriate level, with the "school day" defined as a normal work day.

11. In the event that a meeting is held to review the grievance at any level, the time limit for the Supervisor's response shall be extended by eight (8) school days.

12. The Association shall have the right to present grievances on behalf of itself or any member of the bargaining unit. Arbitration of such grievance shall, if legally permissible, be limited to five (5) per contract year and retroactive compensation, if any, shall be computed from no earlier than the date of initial submission of the grievance. Arbitration costs for such grievances shall be assumed by the Association.

#### ARTICLE IV

#### ASSOCIATION RIGHTS AND PRIVILEGES

##### A. Information

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

##### B. Bulletin Boards

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

### C. Meeting Facilities

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

### D. Mail Facilities

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

### E. Faculty Meetings

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

### F. Association - Board Liaison

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

### G. Association Leave

1. The Board agrees that two (2) employees with tenure status and designated by the Association shall, upon request, be granted leaves of absence without pay for the purpose of engaging in activities of the Association. However, this section shall not apply to any employee who has applied for and has been refused a leave of absence for any other purpose.
2. The President of the Association shall be credited with salary grade and longevity credit for time spent as President.

3. Every effort shall be made to provide time, exclusive of work duties, in the schedule of the President of the Piscataway Township Education Association for the pursuit of Association business.

4. Whenever any representative of the Association or any employee is scheduled by the parties to participate during working hours in meetings or conferences, the employee shall suffer no loss in pay. The Board shall allow up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of affiliated professional organizations without pay.

5. Negotiations sessions or grievance proceedings or arbitration proceedings shall not be held during the school day except by mutual agreement. If meetings are held, employees shall suffer no loss of pay.

### H. Rights of Representation

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

### I. Orientation of New Teachers

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

### J. Association Identification

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

## ARTICLE V

### BOARD RIGHTS AND RESPONSIBILITIES

#### A.

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

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

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

## ARTICLE VI

### DEDUCTIONS FROM SALARY

#### A. Dues Deductions

##### 1. Procedure

The Board agrees to deduct dues from the salaries of its employees for the PTEA, the MCRA, the NJEA and the NEA as said employees individually and voluntarily, and in writing authorize the Board to deduct. Such deductions shall be made in twenty equal payments and in compliance with Chapter 125, Public Laws of 1969 (NJSA 52:14-15 9c) and under the rules established by the State Department of Education. Said monies together with record of any corrections shall be transmitted to the Treasurer of the PTEA or its designated representative by the 5th of each

month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association of Administrators. The Board has no responsibility and/or liability to any person, corporation or Association for any failure, error, omission, mistake of law in making said deduction.

##### 2. Certification of Dues

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

##### 3. Authorization

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

#### B. Representation Fee

##### 1. Determination of Fee

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

##### 2. Notification

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

##### 3. Payroll Deduction Schedule

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

##### 4. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her

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

#### 5. Mechanics

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

#### 6. New Employees

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

#### 7. Indemnification

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

#### C. Other Deductions

The Board agrees to provide opportunities to deduct tax sheltered annuities, credit union savings, or other deductions sponsored by the Association and approved by the Board of Education.

### ARTICLE VII

#### HEALTH CARE COVERAGE

##### A. Hospitalization and Medical Insurance

1. The Board agrees to provide for all eligible employees represented by the Association medical, hospitalization and major medical coverage for said employees and their dependents with at least the benefit level provided under the New Jersey State Health Benefits Plan with the following exceptions:

###### a. Effective January 1, 1996

- (1) Mandatory second surgical opinion for non-emergency surgery.
- (2) Major Medical annual deductibles shall be

\$200 for individual; \$400 for family.

b. Effective July 1, 1996, the Major Medical co-insurance factor shall change from 80% of \$2,000 to 80% of \$3,000 after annual deductibles are met. Covered expenses beyond \$3,000 will be payable at the rate of 100%.

c. Effective October 30, 1995, the board will provide newly hired employees with employee only insurance for the first three years of employment. Employees shall have the option of purchasing family coverage at the group rate during this period. In the fourth year of employment the Board will provide said insurance to dependents. Any employee who as a result of a Reduction in Force is recalled to the district, shall not be considered "newly hired".

2. The Board agrees to provide for all eligible employees health insurance at retirement pursuant to rules and regulations of the New Jersey Division of Pension and Benefits.

##### B. Dental Insurance

1. The Board agrees to provide for all employees working twenty-five (25) hours or more per week and represented by the Association dental insurance for said employees and their dependents pursuant to the progressive benefits levels in effect as of June 30, 1995.

2. Employees who are involuntarily reduced from twenty-five (25) hours or more per week to less than twenty-five (25) hours per week shall continue to receive dental insurance.

##### C. Pharmaceutical Insurance

###### 1.

a. The Board agrees to provide for all employees working twenty (20) hours or more per week and represented by the Association pharmaceutical insurance for said employees and their dependents which annual insurance premium shall not exceed six hundred and fifty dollars (\$650) per employee.

b. Said insurance shall provide for a card system and an eight dollar (\$8) deductible for brand named pharmaceutical, no deductible for generic pharmaceutical and no deductible for bulk order pharmaceutical. Effective July 1, 1992 a 21-day supply, 1 refill option. If employees have prescriptions for more than 21 days of 1 refill, they can use the mail service

plan for the prescription, or use their card and submit the uncovered portion to their major medical coverage.

c. The Board shall provide the Association with a monthly summary statement showing gross claims, costs, premiums and expenditures under the plan. Should there exist insufficient or excess insurance premiums, the deductible shall be appropriately adjusted annually. In addition, should the Association identify another plan whose premium costs are less than those stated above, the Board will change plans at the end of the fiscal year, provided the Association has identified the other plan and requested the change by April 1 of that year. All savings from such a change shall be utilized to reduce or stabilize the deduction, if possible, and if not possible, all savings shall be credited to the Ray Post Memorial Welfare Fund.

2. Part-time employees who have been involuntarily reduced to less than twenty (20) hours per week and all employees on leave of absence with medical insurance paid for by the Board shall continue to receive pharmaceutical insurance. Effective October 15, 1986, the benefit regarding part-time employees shall apply only to people with at least three (3) years service in the district.

#### ARTICLE VIII

#### CHILD CARE LEAVE

A.

1. Members of the non-certificated staff who have received tenure or have completed three years of service and have been renewed for another year shall be granted, upon receipt of a written request, a child care leave to extend up to the end of the employee's work year. Child care leave of less than the remainder of the work year may be granted subject to Board approval. Said written request for child care leave shall be made as soon as possible.

2. Such leave shall take the following factors into consideration.

- Utilization of sick leave benefits may immediately precede the commencement of said leave.
- The reasonableness of dovetailing staff changes with the school calendar.
- Said child care leave shall be granted in accordance with applicable laws and

regulations.

3. Child care leave shall be without pay for the period outside of sick leave as may be medically certified.

4. Child care leave shall be extended, if requested, for an additional period up to one full work year. Such requests must be filed no later than sixty days prior to the expiration of the initial leave.

5. Any employee with tenure status, or who has completed three years of service and has been renewed for another year, who is adopting an infant preschool child may receive a leave similar to that for child care leave, and which shall commence upon receiving the actual custody of said infant or earlier if necessary to fulfill the requirements for adoption.

B.

1. The Board shall grant upon receipt of a written request a Child Care Leave to extend to the end of the teacher's contract or school year, whichever is applicable. Said written request for "Child Care Leave" shall be made as soon as possible.

2. Such leave shall take the following factors into consideration.

a. Utilization of sick leave benefits as outlined in Section A of this Article may immediately precede the commencement of said leave.

b. The reasonableness of dovetailing staff changes with the school calendar.

c. Said Child Care Leave shall be granted in accordance with applicable laws and regulations.

3. "Child Care Leave" shall be without pay for the period outside the period of sick leave as may be medically certified.

4. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year.

5. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted infant child leave shall, on the

basis of said leave be denied the opportunity to substitute in the Piscataway Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.

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

#### ARTICLE IX

#### MISCELLANEOUS PROVISIONS

##### A. Discrimination

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

##### B. Board Policy

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

##### C. Separability

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

##### D. Individual Contract

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

##### E. Printing Agreement

Copies of this Agreement shall be duplicated with the expense shared equally between the Board of

Education and the Piscataway Township Education Association. This Agreement shall be presented to all employees now employed or hereafter employed by the Board.

##### F. Notice

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

1. If by the Association, to the Board Administration Building, 1515 Stelton Road, P. O. Box 1332, Piscataway, New Jersey 08853-1332.
2. If by the Board, to the Association Office, 31 Stelton Road, Suite 6, Piscataway, New Jersey, 08854.

##### G. Titles

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

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

##### I. Reimbursement for Damage

###### 1. Reimbursement for Personal Property Damage

- a. An employee shall be reimbursed within the limits of 3 below by the Board's insurance company or by the Board for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his employment. Each item for which compensation is requested must be reported to the Building Principal or Immediate Supervisor within (3) days of the assault. This time limit must be met unless the employee is incapable of filing such report as a result of the assault.
- b. An employee shall also be reimbursed within the limits of 3 below for malicious damage done to his/her passenger vehicle parked on the Board of Education property, while that employee is required to be present on Board property, as a function of his/her position as an employee. Reimbursement shall only be

made for damage not covered by the employee's personal insurance carrier.

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

#### J. Bereavement Leave

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

#### K. Ray Post Fund

1. On January 1, 1997 the Board will reimburse the fund all benefits paid out in 1995-96 upto a maximum of twenty-five thousand dollars (\$25,000).
2. On January 1, 1998 the Board will reimburse the fund all benefits paid out in 1996-97 upto a maximum of twenty-five thousand dollars (\$25,000).



**ARTICLE X**

**DURATION OF AGREEMENT**

**A. Period**

This Agreement shall be effective July 1, 1995 and shall continue in effect until June 30, 1998 subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE II.

**B. Ratification**

The terms of this Agreement were set forth in a Memorandum of Agreement dated October 3, 1995 and ratified by the respective parties.

**By the Piscataway Township Education Association on October 18, 1995**

**President: Giovanna J. Musto**

**Secretary: Doris Hulik**

**By the Piscataway Township Board of Education on October 19, 1995**

**President: Thomas Renahan**

**Secretary: W. Daniel Saragnese**

ARTICLE XI - CUSTODIANS

A. JOB SECURITY AND SENIORITY

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

working days after receipt of such request.

7. Any nontenure custodian who has received such notice of nonemployment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for a hearing is received in the Office of the Superintendent or designee within ten (10) working days after receipt by the custodian of the statement of reasons.
8. The Board shall issue its written determination as to the employment or nonemployment of said nontenure custodian within ten (10) working days after the next regular Board Meeting following the date of the hearing.
9. Tenure Personnel shall mean and be applied to any custodian, other than those newly hired after July 1, 1995, who has been employed for three (3) consecutive years. Such a custodian shall be under tenure as provided in N.J.S.A. 18A:17-3 et seq. Any employee, who as a result of a reduction in force, is recalled to the district shall not be considered newly hired.

10. Lay Off and Recall

- a. Whenever the Board acts, by reason of a reduction in force, to terminate the employment of any custodian covered herein, the following procedures shall be followed:
  - (1) The Board shall provide a written notice of lay off at least four (4) weeks prior to the effective date.
  - (2) Employees shall be selected for lay off in inverse order of seniority within the following categories:
    - (a) Custodian and all other job titles not listed below
    - (b) Maintenance Crew
    - (c) Heating and Ventilation Specialists
    - (d) Bus Drivers
    - (e) Other positions differentiated from those

above by reason of duties performed and skills required.

- b. When vacancy occurs, a laid off custodian shall be entitled to recall thereto in order of seniority on the appropriate list.
- c. Notice of recall to work shall be sent to the custodian's last known address by registered mail. Within seven (7) days of the receipt of such notice, the custodian shall notify the Board of acceptance or rejection of this recall.
- d. Any custodian who fails to reply or who indicates a rejection of the recall, shall forfeit all seniority and all rights to further recall. Any custodian who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in written extension of time granted by the Board or designee. Any custodian who fails to report to work as described herein shall forfeit all seniority and all rights to recall.
- e. Miscellaneous

(1) Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.

(2) Seniority shall be terminated upon resignation or dismissal for cause.

(3) New unit positions shall be placed in a category as agreed by the parties.

(4) Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one of employment.

(5) Seniority shall continue in all categories if a custodian moves from one category to another within the unit.

## 11. Administrative Guidelines for Transfer and Promotion

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

## B. HOURS OF WORK AND OVERTIME

1. All custodians to whom this Agreement applies will be scheduled to work a forty (40) hour week.
2. Work Week and Work Day
  - a. Except in those mutually agreed situations, a normal work week shall be five consecutive days Monday through Saturday. The Administration may occasionally schedule five non-consecutive days in a week, as an exception to the rule of five consecutive days. Anyone working on Sunday

shall be paid at a rate of time and one-half.

- b. Except in emergencies, all custodians shall work a normal shift assignment of eight (8) continuous hours per day exclusive of lunch and breaks.
3. Overtime at time and one-half times base pay will be paid for authorized time worked over a forty (40) hour week. Overtime pay will not be pyramided. In order to be paid overtime, the custodian must in fact have worked beyond forty (40) hours in any work week, except that personnel leave shall count as work time for the purpose of qualifying for overtime payment.
4. No custodian shall refuse to work overtime except on proof of good cause. If requested, Except in case of emergency, adequate notice of overtime will be given.
5. The assignment of additional custodians or other personnel after normal school hours for approved functions, may be made by the Superintendent or designee but such assignment shall not be in lieu of regularly assigned custodians at the particular school. Extra custodians or other personnel are to be assigned for such purposes. The parties agree that this section shall not be interpreted to restrict the establishment of flexible work schedules nor require the employment of personnel in addition to regularly assigned custodians.
6. The Superintendent or designee has the right to determine which shift any custodian shall work and to redetermine at any time what hours should compose any shifts. Seniority will be considered in any shift assignment. Each shift shall include a nonpaid lunch period which shall be either one hour or one-half hour depending upon the length of each work shift. Examples of work shifts are annexed hereto and listed as Paragraph 12.
7. Employees may be permitted to leave the school building during their lunch period provided that a black seal fireman's licensed custodian is on duty in the building.
8. The Board or designee may change assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider seniority and will be on notice to the Association and custodian.
9. Paychecks are issued on the 15th and 30th of each month. Overtime pay for work performed during a pay period will be compensated at the end of the next succeeding pay period. If such a day falls on a day when no work is scheduled, the checks shall be issued on the last previous work day.
10. Whenever a custodian is required to return to work for an "emergency call-out" which is separated in time from the assigned shift, he/she shall be guaranteed a minimum of two (2) hours pay.
11. Custodians temporarily required to perform duties of another custodian whose job category is compensated at a higher rate of pay shall be compensated at said higher rate of pay. Custodians shall receive the higher rate of pay when they are officially assigned to fill in for an absent person in a higher pay category. This pay does not apply to the assignment of duties regularly done by custodians who are in different job titles because of the balance of their work duties.
12. The following schedule of work shifts is presented as an example only and should not be construed to restrict or limit the establishment or alterations of actual work shifts as provided in Paragraph 6 of this Section.

First Shift:	7:30 am-4:30 pm or 8:00am-5:00 pm or as the Superintendent or designee determines 1 hour unpaid lunch period.
Second Shift:	3:00-11:30 pm or as the Superintendent or designee determines 1/2 hour unpaid lunch period.
Third Shift:	6:00pm-2:30 pm or as the Superintendent or designee determines

1/2 hour unpaid lunch period.

**Summer Shift:**

During the summer vacation period all custodial and maintenance personnel will work from 7:00 am to 3:30 pm or as the Superintendent or designee determines with a 1/2 hour unpaid lunch period.

**C. CUSTODIAL RIGHTS AND RESPONSIBILITIES**

1. Custodians recognize that their obligation to the Board is primary. Therefore, no custodian shall hold any additional job that interferes with employment with the Board.
2. A suspended custodian, who, upon due process hearing, has been cleared of all charges, will be reinstated with full back pay. The Board reserves the right to reinstate any custodian without back pay if the charges have been substantiated.
3. All custodians hired after July 1, 1989 shall obtain a black seal fireman's license within one (1) year of employment. Failure to obtain such a license shall result in dismissal. All custodians hired before July 1, 1989 shall seek in good faith to obtain such a license. The Board shall reimburse each custodian the tuition cost to secure said license and all yearly renewals for said license while the custodian is employed by the Board.
4. No custodian other than probationary shall be disciplined, reprimanded or reduced in rank without just cause. Any such action asserted by the Board or any agent or representative thereof, shall not be made public and be subject to the grievance procedure herein set forth. Maintenance and custodial personnel, with statutory protection under the tenure laws or with alternate statutory appeal procedures may not submit disputes concerning disciplinary determination affecting them to binding arbitration. Personnel without such statutory protection or appeal procedure who have completed three (3) years of employment shall not be terminated without just

cause. However, no imposed discipline shall be reversed, expunged or mitigated as a result of a finding that a Supervisor may have made public comments during the emergent situation which prompted the disciplinary action.

5. Whenever any custodian is required to appear before the Board concerning any matter which could adversely affect the continuation of that custodian in employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent during such meeting or interview.
6. Derogatory Material  
No material unfavorable to a custodian's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the custodian's personnel file unless the custodian has had an opportunity to review the material. The custodian shall acknowledge that such material was reviewed by the custodian by affixing the custodian's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The custodian shall also have the right to submit a written answer to such material which will be attached to the file copy.
7. At least once each year maintenance and custodial employees shall have the right to indicate those documents and/or material in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the nonarbitrable discretion of the Superintendent or designee they shall be either destroyed or retained.
8. During the term of this agreement and/or during negotiations including impasse, no sanctions,

slowdowns or strikes shall be engaged in by any employee or their agents. A violation of this agreement shall be deemed misbehavior in office. A direct violation or breach of this agreement shall subject any employee who participates or directly induces a breach to dismissal and/or loss of compensation unless waived by th Board. There shall be no lockout.

#### D. PAID VACATION

1. For each custodian who has been employed by the Board for between six (6) months to one (1) year of service beginning as of July 1 of each year, there shall be five (5) working days paid vacation.
2. For each custodian who has been employed by the Board for between one (1) full year and up to seven (7) years of service beginning as of July 1 of each year, there shall be ten (10) working days paid vacation.
3. For each custodian who has been employed by the Board for between seven (7) full years and up to fourteen (14) years of service beginning as of July 1 of each year, there shall be fifteen (15) working days paid vacation.
4. For each custodian who has been employed by the Board for fourteen (14) full years of service beginning as of July 1 of each year, there shall be twenty (20) working days paid vacation.
5. Employees who have been employed by the Board for fifteen (15) years shall be granted one (1) additional vacation day for every two (2) years of experience beyond fifteen (15) years.
6. The Board or designee will attempt to arrange vacation to suit the wishes of the custodians with the understanding that custodians will be given a choice of vacation periods in order of seniority; however, no vacation schedule shall interfere with the orderly operation of the plant. Normal periods for vacation will be from July 1 through the week of August 15, however, a custodian may be granted vacation time throughout the year. Where a request for vacation is

denied, reasons for said denial shall be specified. Appeals may be made to the Superintendent or the Superintendent's designee.

7. Any custodian who retires or resigns and who has worked at least six (6) months commencing from July 1 in any contract year shall be eligible for payment of accumulated vacation on a prorated monthly basis of time worked.
8. The calculation of vacation days shall be subject to the following rollover provisions:
  - a. A custodian who has worked at least six (6) years but less than seven (7) years by July 1 shall, in addition to the normal ten (10) days, be granted one (1) additional vacation day for every two (2) months worked beyond six years. The maximum number of such additional vacation days shall be five (5).
  - b. A custodian who has worked at least thirteen (13) years but less than fourteen (14) years by July 1 shall, in addition to the normal fifteen (15) days vacation, be granted one (1) additional vacation day for every two (2) months worked beyond thirteen (13) years. The maximum number of such additional vacation days shall be five (5).

#### E. PERSONAL AND SICK LEAVE

1. Each custodian shall be entitled to eleven (11) sick days per contract year. Custodians who have completed three consecutive years in the district shall thereafter be entitled to twelve (12) sick days per contract year. These days shall accumulate if not used but shall be forfeited upon justifiable termination such as dismissal or suspension of employment.
2. Custodians shall be reimbursed upon retirement for unused accumulated sick leave accumulated since initial employment to the year of retirement at the rate of twenty four dollars (\$24), except that no reimbursement shall be paid upon deferred retirement. The rate of payment shall be determined by the custodian's last date of employment.
3. Sick leave is hereby defined to mean absence from post of duty of a custodian because of personal disability due to non-job related accident or illness

including pregnancy and childbirth or because of exclusion from school or quarantine on account of a contagious disease. Pursuant to NISA 18A-30-4, the Board of Education may require, in order to obtain sick leave, a physician's certificate to be filed with the Secretary of the Board of Education.

4. Each custodian may have two (2) personal days leave each year. Such leave shall be non-accrual and shall be granted only after presentation of the emergency day request form. Whenever possible this request form shall be submitted in advance. Such leave shall not generally be granted on the day immediately before or after a school holiday or vacation, unless good and sufficient reason is provided.
- b. Effective July 1, 1993, all unused personal days shall be converted to sick leave days.
- c. Personal leave shall be limited to five (5) custodial and maintenance employees on any one day except for religious or emergency purpose.
5. In the event any custodian is required to serve Jury Duty, then such custodian shall receive the difference between his/her normal or regular pay and the amount received for Jury Service.
6.
  - a. After one (1) full year of employment, leave of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
  - b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
  - c. Nothing contained herein shall be construed to modify the existing language and practice concerning tenacity.

#### F. HOLIDAYS

1. There shall be a minimum of fourteen (14) paid holidays each year July 1 through June 30.
2. A Joint Committee as provided in Section I shall meet and confer prior to the designation of specific holidays for each contract year.
3. In any emergency, or for good cause the Board or its authorized agent may require any custodian to work

on a designated paid holiday. Payment shall be at the rate of double time in addition to base pay for the day.

4. If any of the designated holidays fall on a Saturday or Sunday, it is understood that either compensatory time off or an additional day's pay will be granted to each custodian.
5. If a holiday falls during a custodian's vacation period, the custodian shall receive an additional day off with pay.

#### G. SALARY

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

#### H. CUSTODIAN FACILITIES

1. The Board will provide uniforms for all custodians covered herein.
2. The Board will make every effort to provide adequate

lockers, lunch and sanitation facilities in each school.

3. The Board will arrange for a telephone system to enable custodians to report unavailability for work.
4. Protective rain gear will be made available for use of custodians as follows:
  - a. All custodians shall be provided with protective rain gear and storm boots.
  - b. Grounds Department
  - c. Transportation Department
  - d. Maintenance Department
5. The Main Office will contact the Custodial Supervisor when notice is received that a custodian will be absent. When possible, the call will be made immediately.
6. The Board will provide the following equipment for personnel employed on the maintenance and ground crews:
  - a. Storm boots
  - b. Winterized work jackets

#### I. JOINT COMMITTEE

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

#### J. CUSTODIAL IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, training sessions, or other sessions which a custodian is required and/or requested

by the Administration to take.

2. The Board agrees to pay up to two hundred (\$200) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such course, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgement as to approve criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.
3. The Board and Association may agree to exceptions without prejudice to any other request.
4. The Board agrees to cooperate with the Association in arranging in-service course, workshops and programs designed to improve the quality of work performed by its custodians. In-service programs shall be conducted during the normal work day.

#### K. RAY POST MEMORIAL FUND

[Board contribution shall be made pursuant to Article IX K]

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1993 an amount equal to \$58 for each unit member; on January 1, 1994 an amount equal to \$62 for each unit member; and on January 1, 1995 an amount equal to \$66 for each unit member. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free to any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this revision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each unit member or applied to a mutually agreeable temporary disability insurance plan.



L.

**IN-SERVICE STIPEND**

Custodians who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

**1. Participation in In-Service Programs**

- a. Participation must be wholly outside of normal working hours.
- b. Participation must be approved in advance by the Superintendent or designee.
- c. In-service programs must be related to the occupation of the custodian.
- d. In-service programs shall be approved and scheduled by the Superintendent.

**2. In-Service Credit**

- a. In-service participants shall be awarded one (1) in-service credit for each fifteen (15) hours of instruction.
- b. In-service programs with a duration from one and one-half hour (.5 credit) up to 45 hours (3 credits) may be scheduled.
- c. In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

**3. In-Service Instructors**

- a. In-service instructors must be approved in advance by the Superintendent or designee.
- b. In-service instructors must prepare and conduct in-service programs after normal working hours.
- c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.

**4. Payment of Stipend**

- a. Employees shall receive an annual stipend of \$119 for every 7 in-service credits up to a maximum of 63 credits.
- b. The in-service stipend of each custodian shall be determined at the start of each work year.

## M.

## SALARY SCHEDULES FOR CUSTODIANS

Step	Custodian	1996-1996		
		Transportation Coordinator	Maintenance	Specialist
1	30,000	30,500	34,000	36,500
2	31,530	31,975	35,900	38,500
3	31,780	32,225	36,050	38,750
4	32,030	32,475	36,300	39,000
5	32,280	32,725	36,550	39,250
6	32,530	32,975	36,800	39,500
7	32,780	33,225	37,050	39,750
8	33,030	33,475	37,300	40,000
9	33,280	33,725	37,550	40,250
10	34,030	34,475	37,800	40,500
11	34,780	35,225	38,550	41,250
12	35,530	35,975	39,300	42,000

Step	Custodian	1996-97		
		Transportation Coordinator	Maintenance	Specialist
1	30,000	30,500	34,000	36,500
2	31,100	31,600	35,100	37,600
3	32,980	33,650	36,950	39,675
4	33,230	33,900	37,200	39,925
5	33,480	34,150	37,450	40,175
6	33,730	34,400	37,700	40,425
7	33,980	34,650	37,950	41,175
8	34,230	34,900	38,200	41,425
9	34,480	35,150	38,450	41,675
10	34,730	35,400	38,700	41,925
11	35,230	35,900	39,200	42,175
12	35,980	36,650	40,100	42,925
13	36,730	37,400	40,850	43,675

Step	Custodian	1997-98		
		Transportation Coordinator	Maintenance	Specialist
1	30,000	30,500	34,000	36,500
2	31,100	31,600	35,100	37,600
3	32,200	32,700	36,200	38,700
4	34,380	35,125	38,350	40,675
5	34,630	35,375	38,600	41,175
6	34,880	35,625	38,850	41,675
7	35,130	35,875	39,100	42,175
8	35,380	36,125	40,350	42,675
9	35,630	36,375	40,600	43,175
10	35,880	36,625	40,850	43,675
11	36,130	36,875	41,100	44,175
12	35,880	37,375	41,350	44,425
13	37,380	38,125	41,600	44,675
14	38,130	38,675	42,350	45,425

Longevity after the 10th year: \$300; 15th year: \$500; 20th year: \$1000.

Probationary Rate: \$300 less than the job rate listed above.

Hourly Rate=Salary + Longevity divided by 2080 hours.

## ARTICLE XII - DRIVERS

### A. DRIVER LIAISON

Authorized Association representatives shall meet with the Transportation Supervisor from time to time to discuss the operation of the Student Transportation Department in order to improve the efficiency of the department.

### B. DRIVER RIGHTS

1. Whenever any driver is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that driver's office, position or employment or the salary or increments pertaining thereto, then the driver shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the driver's own choosing present to advise and represent the driver during such meeting or interview.

2. Negotiations and grievance meetings will normally occur outside work hours. If such meetings are held during work hours, drivers in attendance shall suffer no loss in pay. The Association will inform the Board of the names of those Association representatives who will participate in such meeting during work hours at least forty-eight (48) hours in advance of the meeting.

3. No driver shall be disciplined, reprimanded, reduced in rank, or compensation without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged, or mitigated as a result of a finding that a Supervisor may have made public comments during the emergent situation which prompted the disciplinary action.

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

5. Subject to limitations of law and confidentiality of student records, the board will inform each driver as to any special case or attention which may be required in the transporting of students who, in the judgement of the Board's designee, may display unusual physical or emotional characteristics.

6. At least once each year drivers shall have the right to indicate those documents and/or material in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the reasonable discretion of the Superintendent or designee they shall be either destroyed or retained.

### 7. Termination of Employment

a. Drivers shall submit written notice at least two (2) weeks prior to the effective date of any resignation.

b. The Board of Education shall provide written notice of termination of employment at least two (2) weeks prior to the effective date.

c. A driver notified of termination shall be entitled to an appearance before the Board of Education to request a reconsideration of the Board action.

### 8. Lay-off and Recall

a. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any drivers covered herein, the following procedures shall be followed:

(1) The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.

(2) Driver shall be selected for lay-off in inverse order of seniority within the following categories:

(a) Bus Drivers

(b) Van Drivers

(c) Bus Attendants

(d) Other positions differentiated from those above by reason of duties performed and skills required.

b. When vacancy occurs, a laid-off driver shall be entitled to recall thereto in order of seniority on the appropriate list or on another list as in the above if the individual possesses the qualifications

for employment and the latter recall list is exhausted.

- c. Notice of recall to work shall be sent to the driver's last known address. Within seven (7) days of the receipt of such notice, the driver shall notify the Board of acceptance or rejection of the recall.
- d. Any driver who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any driver who fails to report to work as described heretofore shall forfeit all seniority and all rights to recall.

e. Miscellaneous

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

C. TEMPORARY LEAVE

1. Sick Leave

- a. Drivers who have completed the probationary period shall be entitled to eleven (11) sick leave days per year which accumulate according to NJSA 18A:30-3 and which will be pro-rated if they are employed for less than the contract year.
- b. The Superintendent of Schools may require for all leaves of absence for personal illness or disability a statement covering the cause of the illness and the dates of the absence to be signed by the driver and certified by the Transportation Supervisor.
- c. As provided in NJSA 18A:30-4, the Board of Education retains the authority for the Board and/or Superintendent to require a physician's certificate for any length of absence due to illness or disability.
- d. Upon request, drivers shall be given a written account of accumulated sick leave days once each

year.

- e. Absence because of disability due to pregnancy or childbirth shall be treated as in 1 above.
- f. Payment for each day of sick leave shall be at the driver's scheduled daily rate and shall include both base rates runs and scheduled extra or activity runs.
- g. Drivers shall be reimbursed for accumulated sick leave upon retirement at the rate of fourteen dollars (\$14) per day effective July 1, 1992, fifteen dollars (\$15) per day effective July 1, 1993, and sixteen dollars (\$16) per day effective July 1, 1994 except that no reimbursement shall be made upon deferred retirement. The rate of payment shall be determined by the driver's last date of employment.

2. Leave of Absence Without Pay

- a. After one (1) full year of employment, leaves of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
- b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.

- c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.

3. Court Appearance

Drivers shall be allowed time without loss of pay to attend any legal proceeding connected with their employment in the school district when compelled by subpoena to attend. This provision shall not apply whenever the legal action has been initiated by the driver against the Board of Education.

4. Personal Leave

- a. All drivers shall be entitled to one (1) personal day. Effective July 1, 1987 they shall be entitled to two (2) personal days. Each driver shall provide a sixty-eight (68) hour notification except in the case of an emergency when the reason for such emergency shall be provided. No more than five (5) drivers shall utilize personal leave on any given day.

- b. Effective July 1, 1983, all unused personal days shall be converted to sick leave.

#### 5. Jury Duty

In the event that a driver is called to Jury Duty, the Board agrees to compensate said driver for all work days missed at her/his daily scheduled rate.

### D. COMPENSATION

#### 1. Annual Salary - Bus Drivers

The annual salary shall be determined by multiplying the annual base salary for the appropriate level times the number of hours determined for each route package. This annual salary shall be paid in twenty (20) equal amounts on the 15th and 30th of each month, September through June, or the last working day of that pay period if holidays or weekends interfere.

2. Attendants whose work schedule permits the calculation of annual compensation will be paid as in A. above. All other attendants shall be paid at an hourly rate for all hours actually worked.

#### 3. Snow Days and Holidays

The annual salary shall be inclusive of officially called "snow days" and ten (10) holidays. No payroll deduction will be made for emergency school closing; and no extra compensation will be paid for any "make up" days.

#### 4. Field Trips and Extra Runs

Field trips and other nonroute package trips shall be paid on an hourly basis in addition to the annual salary remuneration. Field trips that require excess of two (2) consecutive hours of driving time shall include planning for a twenty (20) minute rest period. Any extra run which is not connected to any other runs either directly or through layover and which is under one (1) hour shall be paid as one (1) at the driver's and attendant's hourly rate.

#### 5. Probationary Rates

Anyone starting work after the first day of the month shall be paid at an hourly rate for that month. The first working month shall be paid at a proration of the calculated annual salary.

#### 6. Layover Rate

Layover, up to a maximum of two (2) hours per day, shall be paid at the rate of one-half (1/2) of the

regular rate calculation.

#### 7. Route Cancellation

When a driver is notified that a regular daily run or extra run is cancelled, the driver shall be eligible for a full rate of pay upon reporting to the office and fulfilling a substitute assignment.

#### 8. Overtime

All drivers shall receive time and one-half for all work performed on Sundays or State designated holidays when school is closed. Additionally, overtime shall also be received for all work in excess of forty (40) hours per week.

9. Rates of pay for all drivers are attached hereto in Article X of this Section of this Agreement.

### E. ASSIGNMENTS

#### 1. Seniority List

- a. Separate seniority lists shall be prepared for van drivers and bus drivers based upon first date of actual driving after obtaining a license. The list shall be updated annually.
- b. Supervisor of Transportation
- If a driver changes from one category of vehicle to another, he or she shall start at the bottom of the seniority list in the new category. Any change back to the original position will cause the driver to assume the beginning seniority position of that respective group. All other areas of seniority will continue. No driver shall be assigned more than 35 hours per week during the summer pick.

- (1) Summer work shall be offered on a rotating basis to volunteers according to seniority.
- (2) Summer band camp shall be treated as a separate exclusive assignment from other summer work. Drivers who have applied for, are eligible for, and have performed at least one day of summer work will be offered summer band camp assignments in seniority starting with the most senior.

#### 2. Regular Route Package Assignments

As early as possible, probably August, all prepared route packages will be made available to drivers. Incomplete packages (van routes) will be posted with

final route assignments to be included when available. Drivers, in seniority order, will choose packages during one (1) week period. If a driver cannot be available during this week, he/she shall represent his choice in writing prior to start of this week. Approximately ten (10) drivers will be scheduled in seniority order each day to complete their choice.

In the development of regular route package assignments, the Supervisor of Student Traffic and Safety will make every reasonable effort to guarantee route packages of a four (4) hour minimum. No driver shall pick more work than is equal to seventy (70) hours, or thereabouts, during the summer pick. Representatives of the Association shall be allowed to be present throughout the summer pick.

### 3. Vehicle Assignment

Whenever possible, drivers will be assigned the same vehicle as the year prior.

### 4. Change in Route Package

If the driver leaves the system, the Supervisor of Student Traffic and Safety shall assign a replacement for said driver's regular am and pm runs and shall post for seniority pick all other runs. Any driver having difficulty on regular runs who has followed proper procedure to settle the problems and continues to have difficulty, has option to change when runs become available during the year. The Supervisor of Student Traffic and Safety shall have the right to cancel or alter any route assignment as the situation demands.

### 5. Regular Run Extra Curricular Assignments

- a. Any trip scheduled on a regular weekly basis will be called Extra Curricular Regular Run and be posted for seniority choice using the procedure indicated earlier.

Examples of these runs are:

High School 3:30 and 5:30 Activities and Athletic Runs

Bowling

Orchestra (and Band)

- b. Any changes in individual schedules will be assigned by the Supervisor of Student Traffic and Safety with seniority being considered. This choice shall be for a full year or season as applicable. If all avenues of choice have been exhausted and a vacancy remains, the Supervisor

of Student Traffic and Safety shall retain the right to assign personnel as required.

- c. Whenever possible, drivers shall not exceed thirty-five (35) hours for daily runs, including fueling and cleaning for any five (5) day week. Final determination shall be the right of the Supervisor of Student Traffic and Safety.

- d. Whenever an Extra Curricular Regular Run becomes available as a result of a driver's termination, the run shall be offered to drivers with the time available on basis of rotating seniority.

### 6. Assignments of Field Trips

- a. All drivers who work am or pm five (5) days a week with less than seventy hours picked work shall be eligible for field trip assignment.
- b. A list of these drivers, arranged by number of hours of picked work, from low to high shall be maintained by the office. This list shall be reestablished each November 1st including work picked through October 25th. Ties shall be arranged by seniority.

- c. As field trips are scheduled, they shall be numbered consecutively and shall be distributed to the drivers on the list so that the lowest numbered trip shall be assigned to the first available driver until all drivers on the list have been offered an assignment at which time the list shall be repeated and drivers assigned consecutively throughout the year.

- d. If a driver refuses a trip for any reason, or if a driver has not accepted or rejected a trip within three (3) days of its posting on their board, said driver shall be marked down as refusing said trip (along with the reason) and the trip shall be offered to the next eligible driver. A driver refusing a trip shall not be offered another trip until her/his name comes up on the next rotation.

- e. If a driver is unreasonably or irresponsibly denied a field trip, the driver shall be paid as though the trip had been worked. The burden of proof of such denial shall rest with the driver and/or the Association.

- f. Upon request, the Transportation Office shall furnish all information needed to determine the proper distribution of field trips.

- g. The Supervisor of Student Traffic and Safety shall be responsible for maintaining and judging the equitable management of the assignment. Any

driver who is limited or excluded in field trip assignment will be given, upon request, a statement of reasons for such limitation or exclusion.

h. The parties agree to review the equity of the field trip assignment procedure in June, 1982 and negotiate over modifications of any aspects of the procedure which may be inequitable.

7. The supervisor will make an attempt to distribute extra work to drivers in an equitable manner.

#### F. RAY POST MEMORIAL WELFARE FUND

[Board contribution shall be made pursuant to Article IX K]

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1993 an amount equal to thirty-nine dollars (\$39) for each driver or attendant employed twenty (20) hours per week or more; on January 1, 1994 an amount equal to forty-one dollars (\$41) for each driver or attendant employed twenty (20) hours per week or more; and on January 1, 1995 an amount equal to forty-four dollars (\$44) for each driver or attendant employed twenty (20) hours per week or more. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this revision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each unit member or applied to a mutually agreeable temporary disability insurance plan.

#### G. INSURANCE

Employees whose full route package is twenty (20) hours, or more, determined upon the first full work week in December, shall be entitled to opt for the applicable co-pay health benefits plan as outlined in Article VII of this Agreement. The Agreement shall provide that route package will be designed in accordance with the transportation needs of the district, and will not be designed specifically to preclude unit members from health benefits. Further, the Board shall pay the full cost of the health benefit

plan for drivers whose full route package is thirty-five (35) hours or more.

#### H. IN-SERVICE STIPEND

Drivers who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

##### 1. Participation in In-Service Programs

- Driver participation must be wholly outside of normal working hours.
- Participation must be approved in advance by the Superintendent or designee.
- In-service programs must be related to the occupation of the driver.
- In-service programs shall be approved and scheduled by the Superintendent or designee.

##### 2. In-Service Credits

- In-service participants shall be awarded one (1) in-service credit for each fifteen (15) hours of instruction.
- In-service programs with a duration from one and one-half hours (1 1/2) up to forty-five (45) hours (3 credits) may be scheduled.
- In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

##### 3. In-Service Instructors

- In-service instructors must be approved in advance by the Superintendent or designee.
- In-service instructors must prepare and conduct in-service programs after normal working hours.
- In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each seven and one-half (7-1/2) hours of instruction.

##### 4. Payment of Stipend

- Bus/van drivers shall receive an hourly in-service stipend of 10 cents per hour for every seven (7) in-service credits up to a maximum of sixty-three (63) credits.
- The hourly in-service stipend shall be added to the driver hourly rate and included in all route package and daily rate calculations.

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

**L. DRIVER IMPROVEMENT**

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

**I. DRIVERS PAY RATES**

In the event that the Board employ personnel covered by this Article 12, a salary schedule shall be negotiated.



## ARTICLE XIII - PARAPROFESSIONALS

### A. LEAVES

#### 1. Sick Leave

Paraprofessionals shall receive eleven (11) cumulative sick days per year. A "day" shall be defined as the number of hours normally worked by the individual paraprofessional.

#### 2. Personal Leave

a. Each paraprofessional may have two (2) personal days leave without stating a reason each year. Such leave shall be granted only after presentation of the emergency day request form. Whenever possible, this request form shall be submitted in advance. Such leave shall not generally be granted on the day immediately before or after a school holiday or vacation unless good and sufficient reason is provided. Documentary evidence of reason for such absence before or after a school holiday or vacation shall be made when requested by the Superintendent of Schools or designee.

b. Personal leave shall be limited to five (5) paraprofessionals on any one (1) day except for religious or emergency purpose.

c. All unused personal emergency days shall be converted to cumulative sick days at the end of each academic year.

3. Paraprofessionals shall be reimbursed upon retirement for unused accumulated sick leave accumulated since initial employment to the year of retirement at the rate of sixteen dollars (\$16), except that no reimbursement shall be paid upon deferred retirement. The rate of payment shall be determined by the paraprofessional's last date of employment.

#### 4. Leave of Absence Without Pay

a. After one (1) full year of employment, leaves of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.

b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.

c. Nothing contained herein shall be construed to modify the existing language and practice

concerning seniority.

### B. COMPENSATION

#### 1. Rates of pay are listed in Section J of this Article.

#### 2. Definitions

a. A year of service shall mean employment as a paraprofessional in Piscataway Township Schools for the ten (10) month academic year or major fraction thereof.

#### b. Service Categories

(1) First year of employment less than one (1) year of service by September 1.

(2) At least one (1) year but less than six (6) years of service by September 1.

(3) Six (6) or more years of service by September 1.

#### 3. Annualized Salary

a. Paraprofessionals shall be paid on an annualized basis in twenty (20) equal payments.

b. The annualized salary calculation shall be made by multiplying the appropriate hourly rate by the scheduled yearly work hours, and adding ten (10) paid holidays.

c. The scheduled yearly work hours shall include as full work days all school days, orientation days, workshop days, and the day prior to Thanksgiving; and as partial days, all four (4) hour conference days, and four (4) hour end-of-year days.

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

e. Additional hours worked beyond the scheduled annual work hours shall be compensated at the appropriate hourly rate.

4. An hourly rate differential will be paid to any paraprofessional who possesses a teacher aide certificate, an Associate Degree as a teacher assistant or a regular teacher certificate.

5. In-service stipend shall be as set forth in Section H of this Article.

## C. WORKING CONDITIONS

1. Paraprofessionals who work five (5) hours or more daily shall be entitled to a duty-free lunch period without pay of at least thirty (30) consecutive minutes.
2. Paraprofessionals who work five (5) hours or more daily shall receive two (2) break periods of ten (10) minutes each day.
3. Whenever any paraprofessional is required or requested by a supervisor to work more than the "normal" number of daily work hours, such additional time shall be paid at the appropriate hourly rate or through the practice of compensatory time off subject to the approval of both the paraprofessional and the immediate supervisor.
4. Whenever a paraprofessional is required or requested by an authorized supervisor to attend any workshop, seminar, or other in-service training session, the paraprofessional shall receive payment for the time in attendance at such session (subject to 3 above) as well as reimbursement for reasonable expenses including fees, meals and transportation. Requests for such reimbursement shall be documented.
5. No paraprofessional shall be disciplined or reprimanded without just cause. No paraprofessional who has completed a probationary period of three (3) years of employment shall be terminated without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged or mitigated as a result of finding that a supervisor may have made public comments during the emergent situation which prompted the disciplinary action.
6. By June 30 of each year every effort will be made to notify each paraprofessional of reemployment status for the following academic year.
7. Paraprofessionals shall be afforded the option not to attend teachers workshops without pay.
8. Paraprofessionals shall be afforded the option, unless so required, not to work any half-days at the end of the academic year without pay.

## D. EVALUATION

1. Formal monitoring of the work performance of a paraprofessional shall be conducted openly and with full knowledge of the paraprofessional. A paraprofessional shall be given a copy of any evaluation report prepared by his/her evaluator

before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the paraprofessional has received the report. The paraprofessional shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The paraprofessional shall have the right to request a written response which will be attached to the file copy.

2.
  - a. A paraprofessional shall have the right upon request to review the contents of his/her personnel file in the presence of the Director of Personnel or designee.
  - b. At least once each year paraprofessionals shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and be either destroyed or retained.
3. Derogatory Material

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

## E. TRANSFER AND REASSIGNMENT

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

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

#### F. RAY POST MEMORIAL WELFARE FUND

[Board contribution shall be made pursuant to Article IX, K]

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1993 an amount equal to thirty-nine dollars (\$39) for each paraprofessional employed twenty (20) hours per week or more on January 1, 1994 an amount equal to forty-one dollars (\$41) for each paraprofessional employed twenty hours (20) per week or more, and on January 1, 1995 an amount equal to forty-four dollars (\$44) for each paraprofessional employed twenty (20) hours per week or more. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each paraprofessional or applied to a mutually agreeable temporary disability insurance plan.

#### G. LAY-OFF AND RECALL

1. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any paraprofessional covered herein, the following procedure shall be followed:
  - a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  - b. Employees shall be selected for lay-off in inverse order of seniority within the following categories:
    - (1) Special Education Paraprofessionals
    - (2) Compensatory Education Paraprofessionals
    - (3) ESL Paraprofessionals
    - (4) Hall Monitors

(5) Other positions differentiated from those above by reason of duties performed and skills required.

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

#### H. IN-SERVICE STIPEND

Paraprofessionals who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

1. Participation in In-Service Programs
  - a. Participation must be wholly outside of normal working hours.

b. Participation must be approved in advance by the Superintendent or designee.

c. In-service programs must be related to the occupation of the paraprofessional.

d. In-service programs shall be approved and scheduled by the Superintendent.

## 2. In-Service Credit

a. In-service participants shall be awarded one (1) in-service credit for each fifteen (15) hours of instruction.

b. In-service programs with a duration from one and one-half hours (1.5 credit) up to 45 hours (3 credits) may be scheduled.

c. In-service credit will be awarded only to those who attended all required sessions and participate in instructional activities, if any.

## 3. In-Service Instructors

a. In-service instructors must be approved in advance by the Superintendent or designee.

b. In-service instructors must prepare and conduct in-service programs after normal working hours.

c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.

## 4. Payment of Stipend

a. Paraprofessionals shall receive an in-service stipend of 10 cents per hour for every 7 in-service credits up to a maximum of 63 credits.

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

## I. PARAPROFESSIONAL IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expense incurred in connection with any courses, workshop, training session, or other such sessions which a paraprofessional is required and/or requested by the Administration to take.

2. The Board agrees to pay up to two hundred dollars (\$200) for the cost of tuition and other reasonable expenses incurred in connection with the other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshop, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subjected to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.

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

## J.

## RATES OF PAY FOR PARAPROFESSIONALS

## 1. Hourly rates of pay

## a. Effective September 1, 1995

Years	Category	Hourly Rates	Rate with Certificate
0	A	\$11.73	\$13.72
1-5	B	\$12.42	\$13.42
6+	C	\$13.10	\$14.13

## b. Effective September 1, 1996

Years	Category	Hourly Rates	Rate with Certificate
0	A	\$12.14	\$13.17
1-5	B	\$12.86	\$13.89
6+	C	\$13.56	\$14.63

## c. Effective September 1, 1997

Years	Category	Hourly Rates	Rate with Certificate
0	A	\$12.56	\$13.62
1-5	B	\$13.30	\$14.37
6+	C	\$14.03	\$15.13

## 2. Paraprofessionals shall receive longevity pay as follows:

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

## ARTICLE XIV - SECRETARIES

### A. SECRETARIES RIGHTS

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

### 6. Derogatory Material

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

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

### B. SECRETARIAL EMPLOYMENT

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

#### Level I

Business Office Clerk  
General Office Clerk  
High School Guidance Clerk  
Health Service Clerk  
Library Clerk  
Switchboard Operator

#### Level II

Administrative Assistant Adult/Community  
Ed. Secretary  
Attendance Clerk  
Child Study Team Secretary  
ESL Clerk  
Maintenance/Grounds Clerk  
Middle School Guidance Secretary  
Transportation Clerk  
High School Principals Clerk

#### Level III

Accounts Payable Clerk  
Activities Bookkeeper  
Administrative Assistant - Curriculum

Secretary  
Administrative Assistant to Superintendent's  
Secretary

Athletic Dept. Secretary  
Budget Control Clerk  
Comptroller/Clerk  
Elementary School Secretary  
High School Guidance Secretary  
High School Vice Principal Secretary  
Middle School Secretary  
Personnel Clerk  
Pupil Personnel Secretary  
Vocational Education Secretary

Level IV

High School Head Secretary  
Payroll Clerk  
Director for Curriculum Instruction Secretary  
Director for Pupil Personnel Secretary

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

3. Termination of Employment

- Written notice shall be submitted at least two (2) weeks prior to the effective date of a secretary's resignation.
- Written notice of termination of employment shall be submitted to nonrenewal secretaries at least two (2) weeks prior to the effective date of such termination.
- Upon request, a secretary so notified shall be given a written statement of reasons for termination of his/her employment.

4. Secretaries temporarily required to perform duties of another secretary whose job category is compensated at a higher rate of pay shall be compensated at said higher rate of pay beginning with the fifth (5th) day of reassignment, or sooner with the approval of the Superintendent or the Superintendent's designee.

## C. WORKING CONDITIONS

1. Hours

- A normal work week for secretaries in those personnel units designated in Article I shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
- A normal work week shall consist of thirty-five (35) hours (excluding lunch).

c. Each work day shall include a 15 minute coffee/rest break period in the morning as well as a 15 minute coffee/rest break period in the afternoon.

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

2. Overtime

- Although overtime is understood to be a necessary condition of employment, the scheduling of overtime hours shall be mutually agreed upon by the secretary and the immediate supervisor.
- A secretary who works more than 35 hours but no more than 40 hours in any one week shall be compensated on a straight hourly rate for the time worked.
- A secretary who works more than 40 hours shall be compensated on the basis of time and a half for each hour beyond the 40th hour worked in any one week.

3. Holidays

- There shall be a minimum of fourteen (14) paid holidays each contract year, July 1 - June 30 for secretaries working a twelve (12) month schedule and a minimum of thirteen (13) paid holidays each contract year for secretaries working a ten (10) month schedule.
- If a holiday falls during a secretary's vacation period, the secretary shall receive an extra day off with pay. Whenever fewer than 13 holidays are designated for ten month secretaries, such secretaries may select one (1) additional school holiday as their 13th designated holiday with the approval of their immediate supervisor.

4. Inclement Weather

- No secretary in those personnel units designated in Article I shall be required to work on any day schools have been closed due to inclement weather. Such school closing may only be initiated by the Superintendent of Schools. Secretaries shall not be required to remain at work on early dismissal work days caused by inclement weather unless required to assist the building administrator with student departure or if the weather clears.
- On delayed opening days, clerks and secretaries will make all reasonable efforts to arrive at work as close to the normal starting time as possible.

#### D. VACANCIES AND TRANSFERS

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

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

##### 1. Sick Leave

- a. All secretaries currently employed shall be entitled to ten (10) sick leave days (11 after tenure) for ten month secretaries and eleven (11) sick leave days (12 after tenure) for twelve month secretaries each contract year (July 1 to June 30).
- b. Secretaries who begin their employment during the contract year shall be entitled to sick leave days equal to the number of calendar months remaining in the contract year.
- c. Secretaries who terminate their employment before the end of the contract year shall be entitled to have used one (1) sick leave day for each month worked since the beginning of the contract year.
- d. For the purposes of Paragraph b and c above, the term "month" shall be defined as a calendar month or major fraction thereof.
- e. Secretaries shall be reimbursed for accumulated sick leave upon retirement at the rate of twenty-four dollars (\$24) per day except that no reimbursement shall be made upon deferred retirement. The rate of payment shall be determined by the secretary's last date of employment.

##### 2. Personal or Emergency Leave

- (a) Each secretary may have two (2) personal days leave without stating a reason each year. Such leave shall be granted only after presentation of the emergency day request form. Whenever possible, this request form shall be submitted

in advance. Such leave shall not generally be granted on the day immediately before or after a school holiday or vacation unless good and sufficient reason is provided. Documentary evidence of reason for such absence before or after a school holiday or vacation shall be made when requested by the Superintendent of Schools or designee.

- (b) Other requests may be granted in the sole judgement of the Superintendent or designee but with loss of pay at the secretary's daily rate.
- (c) Effective July 1, 1983, all unused personal days shall be converted to sick leave days.
- (d) Personal leave shall be limited to five (5) secretaries or clerks on any one day except for religious or emergency purpose.

##### 3. Leaves of Absence

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

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

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

##### 4. Paid Vacation

- a. Secretaries employed on a twelve (12) month schedule shall be granted vacation time with pay



according to the following schedule:

(1) More than six (6) months but less than one (1) year by July 1

Five (5) days

(2) At least one (1) year but less than six (6) years by July 1

Ten (10) days

(3) At least six (6) years but less than eleven years by July 1

Fifteen (15) days

(4) At least eleven years

Twenty (20) days

b. The following vacation rollover provisions shall be in effect for the duration of this agreement.

(1) A secretary who has worked at least five (5) years but less than six (6) years by July 1 shall, in addition to the normal ten (10) days, be granted one (1) additional vacation day for every two (2) months worked beyond five (5) years. The maximum number of such additional vacation days shall be five (5).

(2) A secretary who has worked at least ten (10) years but less than eleven (11) years by July 1 shall, in addition to the normal fifteen (15) days vacation, be granted one (1) additional vacation day for every two (2) months worked beyond ten (10) years. The maximum number of such additional vacation days shall be five (5).

### 5. All Purpose Days:

Secretaries employed on a ten (10) month schedule shall be granted All Purpose Days according to the following schedule and in addition to the fourteen (14) designated holidays. All Purpose Days shall be taken with the approval of the immediate Supervisor.

Consecutive Years of Service # of All Purpose Days

1	2-1/2
2	3
3	3-1/2
4	4
5	4-1/2
6	5
7	5-1/2
8	6
9	6-1/2

10	7
11	7-1/2
12	8
13	8-1/2
14	9
15	9-1/2

6. Secretaries may submit for full payment up to two (2) vacation or All Purpose Days each year. Secretaries may accumulate up to two (2) unused vacation or All Purpose Days each year for payment at the daily rate of pay existing at the time of resignation or retirement. Such accumulation shall not exceed twenty (20) days for each secretary.

### F. PROFESSIONAL IMPROVEMENT

1. Secretarial personnel who attend the annual convention of the New Jersey Education Association shall notify their immediate supervisor at least one week in advance of the actual convention. After his/her return to school each secretary shall submit a Certificate of Attendance furnished by the NJEA.

2.

a. The Board shall reimburse at the rate of 100% expenditures for tuition, fees and books incurred in taking courses or for fees charged for attending professional workshops when such attendance is requested by the Board or its designee.

b. The Board agrees to pay up to two hundred dollars (\$200) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.

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

3. The Board shall grant each secretary one (1) request per contract year to attend a professional workshop or course sponsored by the New Jersey Association of Educational Secretaries provided that such workshops or courses are not conducted during the normal work day. Reimbursement, not to exceed \$10 will be made upon presentation of documentary

evidence of attendance at an approved workshop or course.

4. In-service workshops shall be held for all secretaries on the same days as those scheduled for teachers. Association shall be responsible for planning and implementation.

#### G. LAY-OFF AND RECALL

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

- a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.

- b. Secretaries and clerks shall be selected for lay-off in inverse order of seniority within the following categories:

- (1) Clerks within each salary level or successive lower salary levels if the individual possesses the skills required.

- (2) Secretaries within each salary level or successive lower salary levels if the individual possesses the skills required.

2. When a vacancy occurs, a laid-off secretary shall be entitled to recall thereto in order of seniority on the appropriate list.

3. Notice of recall to work shall be sent to the secretary's last known address. Within seven (7) days of the receipt of such notice, the secretary shall notify the Board of acceptance or rejection of this recall.

4. Any secretary who fails to reply or who indicates a rejection of the recall, shall forfeit all seniority and all rights to further recall. Any secretary who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any secretary who fails to report to work as described herein shall forfeit all seniority and all rights to recall.

#### 5. Miscellaneous

- a. Employment including paid and unpaid leaves of absence in the Piscataway School District shall be counted in determining seniority.

- b. Seniority shall be terminated upon resignation or dismissal for cause.

- c. New unit position shall be placed in a category as agreed by the parties.

- d. Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one (1) of employment.

- e. Seniority shall continue in all categories if a secretary moves from one category to another within the unit.

#### H. RAY POST MEMORIAL WELFARE FUND

[Board contribution shall be made pursuant to Article IX K]

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1993 an amount equal to \$38 for each secretary employed twenty (20) hours per week or more; on January 1, 1994 an amount equal to \$47 for each secretary employed twenty (20) hours per week or more; and on January 1, 1995 an amount equal to \$66 for each secretary employed twenty (20) hours per week or more. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each secretary or applied to a mutually agreeable temporary disability insurance plan.

#### I. IN-SERVICE STIPEND

Secretaries who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

##### 1. Participation in In-Service Programs

- a. Participation must be wholly outside of normal working hours.

- b. Participation must be approved in advance by the Superintendent or designee.
  - c. In-service programs must be related to the occupation of the secretary.
  - d. In-service programs shall be approved and scheduled by the Superintendent.
2. In-Service Credit
- a. In-service participation shall be awarded one (1) in service credit for fifteen (15) hours of instruction.
  - b. In-service programs with a duration from one and one-half hours (.1 credit) up to 45 hours (3 credits) may be scheduled.
  - c. In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.
3. In-Service Instructors
- a. In-service instructors must be approved in advance by the Superintendent or designee.
  - b. In-service instructors must prepare and conduct in-service programs after normal working hours.
  - c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.
4. Payment of Stipend
- a. Employees shall receive an annual stipend of \$119 for every 7 in-service credits up to a maximum of 63 credits.
  - b. The in-service stipend of each employee shall be determined at the start of each work year.

J.

**SALARY GUIDES**

1. The following weekly rates of pay shall apply:

1996-96	Level I	Level II	Level III	Level IV
1	363	398	437	480
2	370	406	448	491
3	377	415	457	503
4	385	426	468	516
5	395	438	481	529
6	407	448	494	543
7	418	461	507	557
8	431	474	522	574
9	456	503	554	604
10	485	534	587	647
11	511	563	620	683
12	539	593	654	719

1996-97	Level I	Level II	Level III	Level IV
1	373	409	450	497
2	379	417	461	508
3	386	426	470	520
4	394	437	481	533
5	404	447	494	548
6	416	459	507	560
7	427	472	520	574
8	440	485	535	591
9	465	514	567	621
10	494	545	600	664
11	520	574	633	699
12	549	605	668	737

1997-98	Level I	Level II	Level III	Level IV
1	382	421	464	515
2	389	429	475	526
3	396	438	484	538
4	404	448	495	551
5	414	459	508	564
6	426	471	521	582
7	437	484	534	598
8	450	497	549	613
9	475	526	591	643
10	505	558	615	696
11	531	587	648	731
12	560	618	683	759

2. Each secretary shall receive longevity pay as follows:

After the tenth year.....\$900  
 After the fifteenth year.....\$950  
 After the twentieth year.....\$1000

SECRETARIAL SALARY GUIDES

1995-96

STEP	LEVEL I 10-MO	LEVEL I 12-MO	LEVEL II 10-MO	LEVEL II 12-MO	LEVEL III 10-MO	LEVEL III 12-MO	LEVEL IV 12-MO
1	\$15,720	\$15,575	\$17,247	\$20,686	\$18,227	\$22,724	\$24,940
2	\$16,093	\$15,948	\$17,592	\$21,112	\$18,613	\$23,299	\$25,532
3	\$16,337	\$16,194	\$17,893	\$21,560	\$18,893	\$23,784	\$26,156
4	\$16,653	\$20,080	\$18,450	\$22,183	\$20,290	\$24,336	\$26,832
5	\$17,117	\$20,540	\$18,883	\$22,672	\$20,343	\$25,013	\$27,508
6	\$17,637	\$21,104	\$19,413	\$23,296	\$21,402	\$25,689	\$28,236
7	\$18,113	\$21,738	\$19,977	\$23,973	\$21,970	\$26,364	\$28,964
8	\$18,677	\$22,412	\$20,540	\$24,645	\$22,520	\$27,144	\$29,688
9	\$19,760	\$23,712	\$21,797	\$25,194	\$24,097	\$28,069	\$31,408
10	\$21,017	\$25,220	\$23,140	\$27,768	\$25,437	\$29,294	\$32,644
11	\$22,145	\$26,572	\$24,397	\$29,276	\$26,867	\$30,340	\$34,464
12	\$23,267	\$28,028	\$25,697	\$30,536	\$28,340	\$31,008	\$37,388

1996-97

STEP	LEVEL I 10-MO	LEVEL I 12-MO	LEVEL II 10-MO	LEVEL II 12-MO	LEVEL III 10-MO	LEVEL III 12-MO	LEVEL IV 12-MO
1	\$16,150	\$19,344	\$17,723	\$21,388	\$19,300	\$23,693	\$25,544
2	\$16,423	\$19,708	\$18,070	\$21,688	\$19,777	\$23,972	\$26,416
3	\$16,727	\$20,078	\$18,486	\$22,182	\$20,267	\$24,440	\$27,040
4	\$17,073	\$20,488	\$18,937	\$22,764	\$20,543	\$25,018	\$27,716
5	\$17,507	\$21,008	\$19,370	\$23,344	\$21,407	\$25,695	\$28,392
6	\$18,027	\$21,522	\$19,806	\$23,888	\$21,976	\$26,364	\$29,120
7	\$18,508	\$22,044	\$20,253	\$24,544	\$22,533	\$27,040	\$29,848
8	\$19,067	\$22,580	\$21,017	\$25,220	\$23,183	\$27,820	\$30,732
9	\$20,150	\$24,180	\$22,373	\$26,728	\$24,570	\$29,484	\$32,292
10	\$21,407	\$25,688	\$23,617	\$28,240	\$25,980	\$31,200	\$34,528
11	\$22,533	\$27,040	\$24,873	\$29,548	\$27,420	\$32,318	\$36,348
12	\$23,790	\$28,548	\$26,317	\$31,480	\$28,947	\$34,738	\$38,534

1997-98

STEP	LEVEL I 10-MO	LEVEL I 12-MO	LEVEL II 10-MO	LEVEL II 12-MO	LEVEL III 10-MO	LEVEL III 12-MO	LEVEL IV 12-MO
1	\$16,553	\$19,664	\$18,943	\$21,892	\$20,107	\$24,128	\$26,780
2	\$16,827	\$20,228	\$19,500	\$22,308	\$20,583	\$24,700	\$27,352
3	\$17,160	\$20,892	\$19,990	\$22,776	\$20,973	\$25,168	\$27,976
4	\$17,507	\$21,608	\$19,457	\$23,349	\$21,450	\$25,740	\$28,652
5	\$17,940	\$21,998	\$19,890	\$23,868	\$22,012	\$26,418	\$29,328
6	\$18,469	\$22,182	\$20,410	\$24,492	\$22,577	\$27,092	\$30,264
7	\$18,937	\$22,724	\$20,973	\$25,168	\$23,140	\$27,768	\$30,992
8	\$19,500	\$23,400	\$21,537	\$25,844	\$23,790	\$29,548	\$31,876
9	\$20,583	\$24,700	\$22,793	\$27,022	\$25,177	\$29,312	\$33,426
10	\$21,883	\$26,260	\$24,180	\$28,016	\$26,850	\$31,660	\$35,872
11	\$23,010	\$27,612	\$25,427	\$29,524	\$28,080	\$33,096	\$37,492
12	\$24,267	\$29,120	\$26,780	\$32,136	\$29,597	\$35,516	\$39,468

## ARTICLE XV - TEACHERS

### A. TEACHER RIGHTS

#### 1. Just Cause

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

#### 2. Statutory Savings Clause

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

#### 3. Required Meetings or Hearings

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

### B. TEACHER EMPLOYMENT

#### 1. Adjustment on Salary Guide

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

one half the teacher work days during the year in question.

#### 2. Credit for Experience

The placement of newly appointed teachers on the salary guide shall be established by agreement between the Board and the individual teacher. Newly appointed teachers may be granted credit on the salary guide for approved teaching or non-teaching experience. A teacher and the Board may agree to placement on the salary guide at a level below a teacher's total years of previous experience.

#### 3. Military Service Credit

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

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

#### 5. Industrial Experience

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

#### 6. Returning to District

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

#### 7. Increments

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

#### 8. Previous Sick Leave Accumulation

Previous accumulated sick leave shall be restored to all retaining teachers.

#### 9. Reduction of Teachers

The Board agrees that it shall abide by those laws and

regulations which may be concerned with a reduction in the number of teaching staff members for the purpose or intention of undermining the Association or discriminating against any of its members.

## C. TEACHING HOURS AND TEACHING LOAD

### 1. Teacher Work Day

#### a. Reporting and Departing Procedure

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

#### b. Arrival and Departure Time

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

#### c. High School Homeroom and Rotating Duty Assignment Procedure

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

##### (1) Homeroom Assignment

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

##### (1) Volunteers

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

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

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

(b) Teachers shall be assigned to a priority group based upon the tentative schedule in effect as of August 15 prior to any school year and shall remain in that priority group for the entire school year. Teachers assigned to both high school buildings will be placed on the priority list of the building in which they are assigned first period (second period if the first period is preparation time).

(c) Each priority group shall be internally ranked by consecutive years of homeroom assignment and if tied, by random selection.

##### (2) Assignment to Rotating Duty Roster

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

##### (3) High School Detention Duty Assignment Procedure

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

##### (a) Teacher Volunteer

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

##### (b) First Period

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

##### (c) No Volunteer

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

#### (6) Seven Period Day

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

#### (4) District-Wide Rotating Duty Assignment Procedure

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

##### (1) Reporting Time

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

##### (2) Assignment Time

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

##### (3) After School

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

#### (5) Extra Curricular Activities

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

## 2. Teaching Load

### a. High School Teachers

(1) The daily teaching load of high school teachers (grades 9-12) shall be six (6) teaching periods and the assignment of a supervised study or another non-teaching activity period, exclusive of preparation time, shall be considered one of the six (6) periods. Any teacher in the High School who teaches seven (7) classes shall be paid an additional salary amount equal to 1/6th of his/her salary rate. All reasonable efforts shall be made for all teachers in the senior high school to have one (1) preparation period per day. Subject to the above, senior

high school classroom teachers shall not be required to make more than three (3) preparations at one time in not more than two (2) subject areas. If, because of the number of classroom teachers in a particular subject, more than three (3) preparations are required, senior high school personnel concerned shall have a daily teaching load of five (5) teaching periods and no supervised study period or other non-teaching activity shall be assigned.

(2) The Board shall seek to make 6th period assignments in an equitable manner taking into account the requests of individual teachers, but final assignment will remain the prerogative of the Superintendent or designee.

### b. Middle School Teachers

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

### c. Elementary School Teachers

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

### d. Loss of Preparation Period

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

(1) The absent teacher is not available for reason of approved leave of absence and the Board has failed to provide a substitute.

(2) A teacher is asked to absorb the students of an absent teacher where item one applies. In the



event the total number of students is divided among several classes, the maximum payment per day shall be prorated.

This provision shall not apply when absent teacher is engaged or participating in a school activity and a substitute is not normally hired.

e. When participating in a state mandated professional teacher program, mentored and mentoring teachers shall be allowed time up to 3 days per year in the aggregate as may be approved by the Principal or Supervisor.

### 3. Lunch Periods

#### a. Elementary School Teachers

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

#### b. Middle School Teachers

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

#### c. High School Teachers

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

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

### 4. Meetings

Teachers may be required to remain after the end of the regular workday for the purpose of attending up to four (4) meetings per month, not including those meetings outlined in Section X. The notice of an agenda of any faculty meeting may be given to teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

### D.

#### SALARIES

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

### E.

#### EXTENDED LEAVE OF ABSENCE

#### 1. The Board of Education shall grant leave of absence,

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

### 2. Military Leave

#### a. Armed Forces

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

### 3. Sabbatical Leave

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

#### b. Reasons for Sabbatical

(1) Study

(2) Research

(3) Travel

#### c. Eligibility

(1) Eligibility for Sabbatical Leave shall be based on a minimum of seven (7) years of service in Piacataway Township Schools.

(2) Seniority in the district and the earliest dated application shall be considered when granting a sabbatical leave.

#### d. Application/ Contract

(1) Travel

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

## 2) Study and Research

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

## 3) Deadline and Reply

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

## e. Return from Sabbatical

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

## 4. Other Leaves

### a. International and Federal Programs

A leave without pay for up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teaching Corps, or serves as an exchange teacher or overseas teacher, as a full-time participant in either research programs or accepts a Fulbright Scholarship.

### b. Outside Teaching

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

### c. Political

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

### d. Illness in Family

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

### e. Other Leaves

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

## Superintendent.

## 5. Return from Leave

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

## F. TEMPORARY LEAVES OF ABSENCE

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

### 1. Sick Leave

#### a. Definition

Sick leave is defined to mean the absence of any teacher from their post of duty because of personal disability due to illness, injury or pregnancy, or because of exclusion from school by the school districts medical authorities as a result of a contagious disease or by being quarantined for disease in the immediate household. (NJSIA 18A:30-1)

#### b. Accumulative

Teachers, including ESLs and supplementals effective July 1, 1985, will be allowed sick leave with full pay as specified in NJSIA 18A:30-2,3 for a minimum of eleven (11) school days in any school year. If any teacher requires less than this specified number of days of sick leave in any school year, all days of such minimum leave not utilized that year shall be cumulative for additional sick leave as needed in subsequent years. This accumulation is retroactive for all present teachers.

#### c. Number of Days

Teachers who are employed on a ten (10) month basis are allowed eleven (11) days sick leave per year. Teachers who are employed on a twelve (12) month contract are allowed twelve (12) days sick days per year.

#### d. Physician's Certificates

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

of the Board of Education.

#### e. Work Related Injury

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

#### f. Arrangements for Substitutes

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

#### g. Statement of Accumulated Leave

A written accounting of accumulated sick leave shall be given to any teacher, upon request, on or before October 1 of each year. Teachers shall be reimbursed upon retirement for unused accumulated sick leave which has been accumulated from a total employment to the year of retirement at the rate of thirty-two dollars (\$32) per day except that no reimbursement shall be paid upon deferred retirement. The rate of payment shall be determined by the teacher's last date of employment.

#### 2. Visitation to Other Schools

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

#### 3. Personal or Emergency

All teachers shall be granted leave with full pay in addition to sick leave and death in the family not to exceed two (2) days per year pursuant to provisions of Paragraph a,b,c,d, and f below. Effective July 1, 1987 ESLs and supplementals shall be allowed two (2) such days. Such leave shall not be generally granted on the day immediately before or after a school holiday, vacation or during the first or last week of school unless good and sufficient reason is provided. Documentary evidence of the reason for such absence shall be submitted when requested by the Superintendent of School or the Superintendent's

designee.

a. Unused leave of this kind shall be cumulative as sick leave as of July 1, 1978.

b. Other requests may be granted in the sole judgment of the Superintendent of Schools, but with limit of pay at the daily rate of 1/20 of the monthly salary.

c. First year teachers shall be required to submit reasons for any personal/emergency leave request.

d. Second and third year teachers shall be required to submit reasons for one of the two personal/emergency leave requests.

e. Tenured teachers need not submit reasons for personal/emergency leave requests except as provided above.

f. No more than 30% of the students in a school or its (or) teachers in a school, whichever is greater, may be permitted to take a personal day on any one day. However, this limitation shall not apply to personal or emergency leave for religious or emergency purposes.

#### 4. Other Leaves

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

#### G. TEACHER ASSIGNMENT

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

#### 1. Notification

##### a. Date for Presently Employed Teachers

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

**b. New Teachers**

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

**c. Revision**

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

**2. Voluntary Reassignments**

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

**a. Notice of Vacancies**

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

**b. Association Notified of Reassignments**

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

**3. Involuntary Reassignment Procedure**

The procedure for involuntary reassignment shall include:

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

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

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

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

**4. Traveling Teachers**

Teachers who are required to use their own automobiles in the performance of their duties after their arrival at base school or office and teachers who are assigned to more than one (1) school per day shall be reimbursed for all approved travel at the IRS rate in effect as of July 1 of each school year. Such travel reimbursement request shall be documented.

**5. During-the-Year Vacancies**

Whenever a nonpromotional vacancy, resulting from the promotion or resignation of an incumbent, occurs during the academic year, any teacher who has submitted a request for transfer or reassignment to such a position pursuant to Section G2 or H1 of Article XV of this agreement shall be notified and considered to fill such vacancy. If the applicant is found acceptable to fill the vacancy, a transfer or reassignment shall be made as soon as practicable without disrupting the continuity of any educational program but in no case later than the next succeeding September 1st.

**H. TRANSFER**

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

**1. Teacher Request**

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

**2. Notice of Vacancies**

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

**3. Notice of Transfers**

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

#### 4. Involuntary Transfer Procedure

##### a. Notice of Open Positions

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

##### b. Meeting with Principal

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

##### c. Appeals

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

#### 5. Representation

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

#### 1. PROMOTION PROCEDURE

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

##### 1. Notification

Notify through the staff bulletin all members of the staff of all such vacancies and to include therein where necessary, job descriptions. Notify the Association before job advertisement.

##### 2. Applications

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

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

#### 4. Notice of Decision

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

#### 5. File of Interested Teachers

The Administration shall maintain a file of the names and credentials of qualified teachers who wish to apply for an administrative or supervisory position. Such teachers shall be notified immediately of promotional vacancies which may occur during the summer months when school is not in session. Such teachers, so notified, shall make themselves available for personal interview within five (5) days after notification of vacancy.

#### 1. TEACHER EVALUATION

##### 1. General Criteria

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

##### b. Certified Supervisors

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

##### c. Copies and Conferences

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

#### 2. Personnel Records

##### a. File

A teacher shall have the right upon request to review and receive copies of any evaluation made by an administrator of the Piscataway Public Schools.

##### b. Derogatory Material

No material unfavorable to a teacher's conduct, service, character or personality originated by an employee, parent, student, or Board member shall

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

#### c. Obsolete Material

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

### 3. Complaints

Any complaints regarding a teacher made to any member of the Administration by any parent, student or other person shall be promptly investigated and if need for evaluation, called to the attention of the teacher. The teacher shall be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

### 4. Evaluation Procedure

#### a. Communication

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

#### b. Supervisory Reports

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

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

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

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

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

(b) Weaknesses of the teacher as evidenced during the period since the previous report.

(c) Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.

(4) All teachers will be entitled to at least one (1) supervisory report resulting from administrative observations not later than March 15 each year. Nontenure teachers employed prior to November 1 will be entitled to at least three (3) supervisory reports resulting from administrative observations not later than March 15 each year. If possible, the first of these reports shall be issued no later than November 15. Teachers employed after November 1 shall be entitled to two (2) reports.

(5) Such reports shall be provided to each teacher within five (5) school days of the observation covered by the report.

### 5. Final Evaluation

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

## X. FAIR DISMISSAL PROCEDURE

### 1. Notification of Status

#### a. Date

On or before April 30 of each year, the Board shall give to each nontenure teaching staff member continuously employed since the preceding September 30 either:

(1) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increase in salary benefits as may be required by law or agreement between the Board and the Association, or

(2) A written notice that such employment shall not be offered.

#### b. Reasons

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

#### c. Informal Appearance Before the Board

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

#### 2. Failure to Comply

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

#### 3. Notification of Intention to Return

If the teacher desires to accept such employment, the teacher shall notify the Board in such instances, in writing, on or before June 1, at which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue employment of the teacher.

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

#### L. TEACHER ADMINISTRATION LIAISON

1. The Association members of each building shall elect members to serve on an Advisory Council which shall meet with the Building Administrator to review and discuss building problems and practices.

2. The Association's representative shall meet with the Superintendent and, if possible, the Central Administrator during the school year to review and discuss current school problems and practices and the administration of this Agreement.

#### M. PROTECTION OF TEACHERS AND PROPERTY

##### 1. Disorder

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

##### 2. Assault

a. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.

b. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent.

##### 3. Transportation of Students

a. The Board shall provide liability insurance coverage for all teachers who voluntarily transport students in their respective cars in the central principal approved areas commencing on August before, during, and after school.

b. Teachers shall not be required nor shall they be requested to volunteer to transport students in their respective cars.

## N. DISCIPLINE PROCEDURES

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

## O. PERSONAL AND ACADEMIC FREEDOM

### 1. Citizenship

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

### 2. Controversial Issues

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

## P. PROFESSIONAL MEETINGS

### 1. Eligibility to Attend

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

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

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

### 3. Mileage

Mileage reimbursement shall be computed at the IRS rate effective July 1st of each contract year.

### 4. Vouchers

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

### 5. NJEA Convention

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

## Q. SCHOOL CALENDAR

### 1. School Calendar

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

### 2. Work Year

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

### 3. State Aid

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

## R. PART-TIME TEACHERS

### 1. Salary

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

### 2. Full Time Equivalency

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



scheduled work hours by thirty.

### 3. Tuition Reimbursement - ESL Teachers

a. The parties hereby agree that, without prejudice to Section Y of the negotiated agreement, the Board may make payments to English as a Second Language Instructors as reimbursement for expenses incurred in securing appropriate instructional certification within such limitations and upon such conditions as the Board may determine. The parties further agree that such payments shall be made of no precedential significance in any further matter whatsoever.

b. Tuition reimbursement for part-time teachers shall be based upon a number of credits prepared according to the full time equivalency.

### 4. Other Rights and Benefits

#### a. Pro-rated Benefits

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

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

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

#### d. After School Meetings

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

#### e. Arrival and Departure

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

#### f. Scheduled Work Hours

The scheduled work hours of part-time teachers shall be defined as assigned teaching and

preparation time and, except in the cases of emergency, such teachers shall not be obligated to perform duty before or after their scheduled work hours.

### g. Extra Curricular Activities

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

### 5. RAY POST MEMORIAL WELFARE FUND

[Board contributions shall be made pursuant to Article IX, K]

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1993 an amount equal to seventy-seven dollars (\$77) for each teacher; on January 1, 1994 an amount equal to eighty-two dollars (\$82) for each teacher; and January 1, 1995 an amount equal to eighty-eight dollars (\$88) for each teacher. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund, except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to such unit member or applied to a mutually agreeable temporary disability insurance plan.

### T. TUITION REIMBURSEMENT

All full-time certified staff members shall be eligible to receive reimbursement of tuition cost for courses taken in a college or university pursuant to the following provisions:

1. Courses must be related to the educator's profession and be approved in advance by the Superintendent or designee.
2. Courses to be approved shall be those not required for full certification for the position held by the teacher.
3. Teachers with tenure status shall be eligible for reimbursement at the rate of \$180 per credit for up to twelve (12) credits of study.

4. Nontenure teachers shall be eligible for courses taken during the period of July 1 to June 30, for reimbursement at the above rate for up to nine (9) credits of study but only after one (1) year of satisfactory service in Piscataway Township Schools.
5. Reimbursement will be made when a teacher submits receipt (or copy) of tuition paid and copy of course credit form received when course is completed.

#### U. PAYMENT OF SALARIES

1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
3. Teachers as defined in Article I may individually elect to have increments of \$10 of their base salary deducted on a semi-monthly basis and deposited in the Northern Middlesex County Teachers Federal Credit Union for the teacher's account. A teacher who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Teachers Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Teachers Credit Union or for any deduction made by the Board of Education pursuant to this paragraph.
4. When a payday falls on or during a school holiday, vacation, or weekend, the teachers shall receive their paycheck on the last previous working day.
5. Teachers employed on a ten (10) month basis shall receive their final checks on the last working day in June.

#### V. SALARIES FOR CERTIFICATED PERSONNEL

1. All certificated personnel are eligible for a service increment of two hundred fifty dollars (\$250) after 15 years of service in Piscataway Township Public Schools, a total of seven hundred fifty dollars (\$750) after 20 years, and a total of two thousand dollars (\$2000) after 25 years of service in Piscataway Township Public Schools.
2. Eligibility for placement on the BA+15 schedule is subject to the following conditions:
  - a. Credits must have been earned prior to September 1.

- b. Credits must have been earned after the awarding of the Bachelor's Degree.
- c. Documentation of credits earned above the Bachelor's Degree must be provided by the teacher no later than November 15.
- d. All credits above the Bachelor's level must be approved by the Superintendent.

#### W. EXTRA DUTY COMPENSATION

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

after the Director of Personnel is notified of assignment completion.

### 3. Extra Duty Compensation

Extra Duty Salary Guides are attached hereto in Section Z.

### X. IN-SERVICE STIPEND

Teachers who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

#### 1. Participation in In-Service Programs

- a. Teacher participation must be wholly outside of normal working hours.
- b. Participation must be approved in advance by the Superintendent or designee.
- c. In-service programs must be related to the occupation of the teacher.
- d. In-service programs shall be approved and scheduled by the Superintendent or designee.

#### 2. In-Service Credit

- a. In-service participants shall be awarded one (1) in-service credit for each of fifteen hours of instruction.
- b. In-service programs with a duration from one and one-half hours (1 credit) up to 45 hours (3 credits) may be scheduled.

- c. In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

#### 3. In-Service Instructors

- a. In-service instructors must be approved in advance by the Superintendent or designee.
- b. In-service instructors must be prepared and conduct in-service programs after normal working hours.
- c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.

#### 4. Payment of Stipend

- a. Teachers shall receive an annual stipend of \$140 for each 7 in-service credits up to a maximum of 63 credits.
- b. The annual in-service stipend shall be added to and made a part of the annual salary of the teacher.
- c. This benefit shall not be prorated for part-time teachers.
- d. The in-service stipend of each teacher shall be distributed at the start of each work year.

Y

## SALARY GUIDES FOR TEACHERS

STEP	1995-96					
	BA	BA+15	MA	6TH YR	DOCT	ND
1	35,225	36,050	37,825	39,925	42,050	35,225
2	36,825	36,650	38,425	40,525	42,650	35,825
3	36,875	37,500	39,275	41,375	43,500	36,675
4	37,550	38,375	40,150	42,250	44,375	37,550
5	38,400	39,225	41,000	43,100	45,225	38,400
6	39,400	40,225	42,000	44,100	46,225	39,400
7	40,400	41,225	43,000	45,100	47,225	40,400
8	43,900	44,725	46,500	48,800	50,725	43,900
9	48,800	49,425	51,200	53,300	55,425	48,800
10	50,800	51,625	53,400	55,500	57,625	50,800
11	55,175	56,000	57,775	59,875	62,000	53,000
12	57,175	58,000	59,775	61,875	64,000	53,550

STEP	1996-97					
	BA	BA+15	MA	6TH YR	DOCT	ND
1	35,225	36,050	37,825	39,925	42,050	35,225
2	36,175	37,000	38,775	40,875	43,000	36,175
3	37,250	38,075	39,850	41,950	44,075	37,250
4	38,125	38,950	40,725	42,825	44,950	38,125
5	36,700	39,525	41,800	43,400	45,525	38,700
6	39,700	40,525	42,300	44,400	46,525	39,700
7	40,700	41,525	43,300	45,400	47,525	40,700
8	43,900	44,725	46,500	48,600	50,725	43,900
9	48,800	49,425	51,200	53,300	55,425	48,800
10	50,800	51,625	53,400	55,500	57,625	50,800
11	55,175	56,000	57,775	59,875	62,000	55,175
12	59,175	60,000	61,775	63,875	66,000	55,550

STEP	1997-98					
	BA	BA+15	MA	6TH YR	DOCT	ND
1	35,225	36,050	37,825	39,925	42,050	35,225
2	36,475	37,300	39,075	41,175	43,300	36,475
3	37,500	38,325	40,100	42,200	44,325	37,500
4	38,325	39,150	40,925	43,025	45,150	38,325
5	39,150	39,975	41,750	43,850	45,975	39,150
6	40,100	40,925	42,700	44,800	46,925	40,100
7	41,125	41,950	43,725	45,825	47,950	41,125
8	43,900	44,725	46,500	48,600	50,725	43,900
9	48,800	49,425	51,200	53,300	55,425	48,800
10	50,800	51,625	53,400	55,500	57,625	50,800
11	55,175	56,000	57,775	59,875	62,000	55,175
12	61,175	62,000	63,775	65,875	68,000	57,550

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

- (1) Social Worker.....\$1,000
- (2) Learning Disability Teacher  
Consultant.....\$1,000
- (3) School Psychologist.....\$1,000
- (4) Special Education Teachers  
(employed prior to July 1, 1978.....\$1,000

2. Salaries for School Psychologists who were employed prior to July 1, 1988 shall be increased by a percentage equal to the percentage increase of the maximum salary in the appropriate training level.

**Z. EXTRA DUTY SALARY GUIDE 1995-1998**

CURRICULAR:	1995-96	1996-97	1997-98
Team Leaders/ Grade level Advisors	3,018	3,107	3,231
Subject Area Specialists	3,549	3,654	3,800
K-12 Area Coordinators	4,119	4,240	4,409
Technology Coordinators	3,549	3,654	3,800

**EXTRA CURRICULAR:**

Yearbook - Editorial	1	2,727	2,807	2,919
Yearbook - Business	1	2,039	2,099	2,183
Chieftain - Editorial	1	2,414	2,484	2,584
- Business	1	1,894	1,950	2,028
Drama Advisor	1	2,801	2,883	2,999
Asst Drama Advisor	1	2,172	2,236	2,325
Choral Director	1	3,716	3,827	3,980
Band Director	2	8,301	8,486	8,746
Band Front Director	2	1,853	1,701	1,770
Student Gov't Advisor	1	2,861	2,945	3,083
Radio Station Advisor	1	4,611	4,747	4,527
Math League Advisor	1	3,294	3,391	3,527
National Honor Society Advisor	1	2,172	2,236	2,325
Key Club Advisor	1	2,172	2,238	2,325
Stage Advisor	1	3,597	3,702	3,850
Literary Magazine Advisors:				
Grades 9-10	1	2,172	2,236	2,325
Grades 11-12	1	2,172	2,236	2,325
FBLA Advisor	1	2,172	2,236	2,325
Performing Arts Ensemble Ad	1	2,801	2,883	2,999
Performing Arts Ensemble Asst	1	2,172	2,238	2,325
Senior Class Advisor	1	4,576	4,711	4,899
Junior Class Advisor	1	3,432	3,533	3,674
Sophomore Class Advisor	1	2,288	2,355	2,450
Freshmen Class Advisor	1	2,288	2,355	2,450
Science League:				
Coordinator	1	224	231	240
Chaperone				
Biology I Team Advisor	1	604	622	647
Biology II Team Advisor	1	487	502	522
Chemistry I Team Advisor	1	487	502	522
Chemistry II Team Advisor	1	487	502	522
Physics I Team Advisor	1	487	502	522
Physics II Team Advisor	1	487	502	522

**ATHLETIC COACHES: 1985-86**

	G-1	G-2	G-3
<b>Football</b>			
Head Coach	5,916	6,337	6,796
First Assistant	3,766	4,061	4,356
Assistant	3,549	3,863	4,140
<b>Basketball/Wrestling/Gymnastics/Swimming</b>			
Head Coach	5,516	6,058	6,493
Assistant	3,465	3,766	4,067
<b>Basketball/Spring Track/Soccer/Field Hockey/Softball</b>			
Head Coach	5,310	5,745	6,180
Assistant	3,316	3,697	3,910
<b>Tennis/Golf/Bowling</b>			
Head Coach	3,234	3,549	3,863
<b>Cross Country</b>			
Head Coach	3,392	3,706	3,995
<b>Winter Track</b>			
Head Coach	3,597	3,910	4,225
Assistant	3,006	3,319	3,597
<b>Equipment Manager</b>	3,706	3,995	4,309
<b>Ticket Sales</b>	3,016	3,331	3,597
<b>Cheerleaders</b>			
Varsity - Fall	1,847	1,992	2,148
Jr. Varsity - Fall	1,570	1,702	1,871
Varsity - Winter	1,847	1,992	2,148
Jr. Varsity - Winter	1,570	1,702	1,871
<b>Middle School Intramurals</b>			
Three Season Coach	2,571	2,861	3,175
<b>Middle School Athletics</b>			
Coach	2,571	2,861	3,175
Coordinator	2,971	3,261	3,575

**ATHLETIC COACHES: 1986-87**

	<b>G-1</b>	<b>G-2</b>	<b>G-3</b>
<b>Football</b>			
Head Coach	8,008	8,523	8,996
First Assistant	3,877	4,181	4,486
Assistant	3,654	3,976	4,262
<b>Basketball/Wrestling/Gymnastics/Swimming</b>			
Head Coach	5,878	6,237	6,684
Assistant	3,567	3,877	4,187
<b>Basketball/Spring Track/Soccer/Field Hockey/Softball</b>			
Head Coach	5,468	5,914	6,361
Assistant	3,417	3,702	4,025
<b>Tennis/Golf/Bowling</b>			
Head Coach	3,329	3,654	3,978
<b>Cross Country</b>			
Head Coach	3,492	3,815	4,113
<b>Winter Track</b>			
Head Coach	3,702	4,025	4,349
Assistant	3,093	3,417	3,702
<b>Equipment Manager</b>	3,815	4,112	4,436
<b>Ticket Sales/Stage Advisor</b>	3,107	3,429	3,703
<b>Cheerleaders</b>			
Varsity - Fall	1,901	2,051	2,211
Jr. Varsity - Fall	1,816	1,752	1,926
Varsity - Winter	1,901	2,051	2,211
Jr. Varsity - Winter	1,816	1,752	1,926
<b>Middle School Intramurals</b>			
Three Season Coach	2,848	2,945	3,269
<b>Middle School Athletics</b>			
Coach	2,848	2,945	3,269
Coordinator	3,056	3,357	3,680



**ATHLETIC COACHES: 1997-98**

	<b>G-1</b>	<b>G-2</b>	<b>G-3</b>
<b>Football</b>			
Head Coach	6,332	6,784	7,276
First Assistant	4,032	4,348	4,666
Assistant	3,600	4,135	4,439
<b>Basketball/Wrestling/Gymnastics/Swimming</b>			
Head Coach	5,906	6,486	6,952
Assistant	3,710	4,032	4,354
<b>Baseball/Spring Track/Soccer/ Field Hockey/ Softball</b>			
Head Coach	5,685	6,150	6,616
Assistant	3,553	3,850	4,116
<b>Tennis/Golf/Bowling</b>			
Head Coach	3,462	3,800	4,135
<b>Cross Country</b>			
Head Coach	3,631	3,967	4,277
<b>Winter Track</b>			
Head Coach	3,850	4,186	4,523
Assistant	3,217	3,553	3,850
<b>Equipment Manager</b>	3,968	4,276	4,613
<b>Ticket Sales</b>	3,231	3,566	3,851
<b>Cheerleaders</b>			
Varsity - Fall	1,977	2,133	2,300
Jr. Varsity - Fall	1,660	1,822	2,003
Varsity - Winter	1,977	2,133	2,300
Jr. Varsity - Winter	1,660	1,822	2,003
<b>Middle School Intramurals</b>			
Three Season Coach	2,762	3,063	3,399
<b>Middle School Athletics</b>			
Coach	2,762	3,063	3,399
Coordinator	3,181	3,481	3,827

ARTICLE XVI - TRUANT OFFICER, HEALTH AIDES AND ATHLETIC TRAINER

A. WORKING CONDITIONS

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

7. The work day and work year for the truant officer shall be maintained pursuant to the existing practice in effect during the 1988-1989 school year.

8.

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

B. EVALUATION

1. Formal monitoring of the work performance of a truant officer, health aide, and athletic trainer shall be conducted openly and with full knowledge of the truant officer, health aide, and athletic trainer. A truant officer, health aide, and athletic trainer shall be given a copy of any evaluation report prepared by

his/her evaluator, before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the truant officer, health aide, and athletic trainer have reviewed the report. The truant officer, health aide, and athletic trainer shall be required to sign only the completed evaluation form. Signatures do not indicate agreement or disagreement. The truant officer, health aide, and athletic trainer shall have the right to submit a written response which will be attached to the file copy.

2. A truant officer, health aide, and athletic trainer shall have the right upon request to review the contents of his/her personnel file in the presence of the Director of Staff Personnel or designee.

3. At least once each year a truant officer, health aide, and athletic trainer shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and shall be either destroyed or retained.

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

### C. SICK LEAVE

1. All truant officers, health aides, and athletic trainers currently employed shall be entitled to ten (10) sick leave days during the first three (3) years of employment and eleven (11) sick leave days thereafter.

2. Truant officers, nurses aides, and athletic trainers who begin their employment during the contract year shall be entitled to sick leave days equal to the number of calendar months remaining in the contract.

3. Truant officers, health aides, and athletic trainers who terminate their employment before the end of the contract year shall be entitled to have used one (1) sick leave day for each month worked since the beginning of the contract year.

4. For the purpose of Paragraphs 2 and 3 above, the term "month" shall be defined as a calendar month or major fraction thereof.

5. Truant officers, health aides, and athletic trainers shall be reimbursed upon retirement for unused accumulated sick leave at the rate of twenty-four dollars (\$24), except that no reimbursement shall be made upon deferred retirement. The rate of payment shall be determined by the truant officer, health aide, or athletic trainer's last date of employment.

6. Each truant officer, health aide, and athletic trainer may have two (2) personal days leave without stating a reason each year. Such leave shall be granted only after presentation of the emergency day request form. Whenever possible, this request form shall be submitted in advance. Such leave shall not generally be granted on the day immediately before or after a school holiday or vacation unless good and sufficient reason is provided. Documentary evidence of reason for such absence before or after a school holiday or vacation shall be made when requested by the Superintendent of Schools or designee. All unused personal days shall be converted to sick leave days.

7. Other requests may be granted in the sole judgement of the Superintendent or designee but with least of pay at the employee's daily rate.

8. a. After one (1) full year of employment, leaves of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two months in any school year may be extended up to one (1) calendar year thereafter.

b. Other leaves of absence including medical leave extensions may be granted by the Board of Education upon the recommendation of the Superintendent or designee.

c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.

#### D. RAY POST MEMORIAL WELFARE FUND

[Revised contribution shall be made pursuant to Article IX K]

The Board agrees to contribute to the Placetaway Township Education Association on January 1, 1993 an amount equal to fifty-eight dollars (\$58) for each truant officer, health aide, and athletic trainer; on January 1, 1994 an amount equal to sixty-two dollars (\$62) for each truant officer, health aide, and athletic trainer; and on January 1, 1995 an amount equal to sixty-six dollars (\$66) for each truant officer, health aide, and athletic trainer. The Association shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each truant officer, health aide, and athletic trainer or applied to a mutually agreeable temporary disability insurance plan.

#### E. IN-SERVICE STIPEND

1. Truant officers, health aides, and athletic trainers who participate in approved in-service training programs shall be eligible to receive an in-service stipend pursuant to the following provisions:

- a. Participation must be wholly outside of normal working hours.
- b. Participation must be approved in advance by the Superintendent or designee.
- c. In-service programs must be related to the occupation of the truant officer, health aide, or athletic trainer.
- d. In-service programs shall be approved and scheduled by the Superintendent.

#### 2. In-Service Credit

- a. In-service participants shall be awarded one (1) in-service credit for each fifteen (15) hours of instruction.
- b. In-service programs with a duration from one and one-half hours (.1 credit) up to 45 hours (3 credits)

may be scheduled.

c. In-service credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

#### 3. In-Service Instructors

- a. In-service instructors must be approved in advance by the Superintendent or designee.
- b. In-service instructors must prepare and conduct in-service programs after normal working hours.
- c. In-service instructors shall be awarded twice the in-service credit of in-service participants: one (1) in-service credit for each 7-1/2 hours of instruction.

#### 4. Payment of Stipend

- a. Truant officers, health aides, and athletic trainers shall receive an annual stipend of \$119 for every 7 in-service credits up to a maximum of 63 credits.
- b. The in-service stipend of each truant officer, health aide, and athletic trainer shall be determined at the start of each work year.

#### F. PROFESSIONAL IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshop, training session, or other sessions which a truant officer, health aide, or athletic trainer is required and/or requested by the Administration to take.
2. The Board agrees to pay up to two hundred (\$200) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgement as to approve criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.
3. The Board and Association may agree to exceptions without prejudice to any other request.

G.

**SALARIES**

The salary for the trust officer shall be as follows:

1995-1996: \$32,418

1996-1997: \$33,715

1997-1998: \$35,064

The salary for the health aides shall be as follows:

1995-1996	1996-1997	1997-1998
1. \$25,793	1. \$26,088	1. \$26,614
2. \$26,825	2. \$26,888	2. \$27,414
	3. \$27,898	3. \$28,214
		4. \$29,014

The salary for the athletic trainer shall be as follows:

1995-1996: \$39,079

1996-1997: \$40,642

1997-1998: \$42,268



**PISCATAWAY TOWNSHIP BOARD OF EDUCATION**

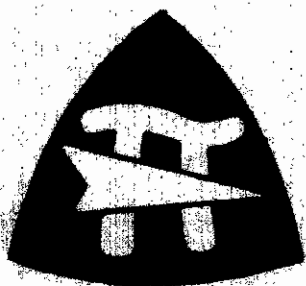
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