

1819

May 6, 1994
March 21, 1995
April 19, 1995

AGREEMENT
between the
BOARD OF EDUCATION OF NORTH PLAINFIELD
and the
NORTH PLAINFIELD EDUCATION ASSOCIATION

1994 - 1996

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ARTICLE I

RECOGNITION

A. Pursuant to the provisions of N.J.S.A. 34:13A-1 et seq, the North Plainfield Board of Education, an Equal Opportunity Employer, hereby recognizes the North Plainfield Education Association as a majority representative and as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all personnel under contract or on leave, now employed or as hereafter may be employed by the Board including:

1. Certificated.
2. Custodial.
3. Maintenance.
4. Cafeteria.
5. Aide.
6. Secretarial.
7. Transportation.

personnel of the North Plainfield Board of Education, but excluding;

1. Superintendent of Schools.
2. Assistant Superintendent.
3. Secretary to the Superintendent.
4. Director of Operations.
5. Administrative Personnel.
6. Supervisory Personnel.
7. Board Secretary/Business Administrator.
8. Secretary to the Secretary of the Board.
9. Secretary to the Director of Operations.
10. Payroll Secretary.
11. Athletic Trainer.

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

C. Administration or administrator when used hereafter in this Agreement refers to the Superintendent of Schools, Assistant Superintendent of Schools, Business Administrator, Director of Operations and all professional employees represented by the NPAEAS.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Changes

1. In accordance with PERC rules, the Board agrees to commence negotiations with the Association no later than December 1 over a Successor Agreement in accordance with the procedures set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. The Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties after ratification.
2. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a claim or allegation by an employee or the Association that there has been a personal loss, injury, or inconvenience because of a violation, a misinterpretation, or an inequitable application of this Agreement.

B. Right of Employee to Representation

When an employee is not represented by the Association in the processing of a grievance, the Association shall have the right at the time of the submission of the grievance to the Superintendent or at any later level:

1. To be notified that the grievance is in process.
2. To be present and to present its position in writing at all hearing sessions held concerning the grievance.

3. To receive a copy of all decisions rendered.

C. Procedure

1. Failure at any step of the following procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
2. Failure at any step of the following procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.
4. When a grievance arises whose origin places it above Step 1, it is understood that the first step of the grievance procedure will be Step 2.

5. Step 1

An employee who has a complaint shall first discuss his/her complaint orally, along with the relief sought, with his/her immediate supervisor or appropriate administrative level within thirty (30) calendar days of occurrence, knowledge or impact on the employee. This discussion shall be held for the purpose of trying to resolve the matter informally. If the employee is not satisfied with the results of the informal discussion, the grievance shall be stated in writing, and shall be submitted to the immediate supervisor within five (5) working days of the informal discussion. The letter should specify:

- a. The nature of the grievance.
- b. The nature and extent of the loss, injury or inconvenience.
- c. The results of previous discussions.
- d. The dissatisfaction with decisions previously rendered.
- e. The remedy sought by the grievant.

The immediate supervisor shall make a written response containing the decision to the employee within five (5) working days of receipt of the grievance.

(Certified/Secretarial/Aides advance to Step 3).

The immediate supervisor or appropriate administrative level at this Step shall mean:

Building Secretary - Principal
Central Office Secretary - Business Administrator
Custodian - Principal
Maintenance - Director of Operations
Grounds - Director of Operations
Aides - Principal
Transportation - Director of Operations
Cafeteria Worker - Director of Operations
Classroom Teacher - Principal
Child Study Team Member - Director of Special Services
Special Subject Teacher - Principal.

6. Step 2

In the event that the complaint is not resolved at Step 1 to the satisfaction of the aggrieved employee, employees in the following classifications: custodial, maintenance, transportation or cafeteria or the Association shall present the grievance in writing to the Director of Operations within five (5) working days following the decision rendered at Step 1. The Director of Operations shall attempt to resolve the matter within a period not exceeding five (5) working days from receipt of the request and shall communicate the decision in writing to the aggrieved employee.

In the event the complaint is not resolved at Step 1 to the satisfaction of an aggrieved elementary teacher or the Association, the teacher shall present the grievance in writing to the Assistant Superintendent within five (5) working days following the decision rendered at Step 1. The Assistant Superintendent shall attempt to resolve the matter within a period not exceeding five (5) working days from receipt of the request and shall communicate the decision in writing to the aggrieved employee.

7. Step 3

In the event that the complaint is not resolved at Step 1 or Step 2 to the satisfaction of the aggrieved employee, the employee or the Association shall present the grievance in writing to the Superintendent of Schools within five (5) working days following the decision rendered at Step 1. The appeal to the Superintendent must be made in writing and must detail:

- a. The particulars of the grievance as specified in Step 1 above.
- b. The employee's dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter within a period not exceeding five (5) working days from receipt of request and shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved employee.

8. Step 4

If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education no later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty (30) calendar days of receipt of the grievance, the Board or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

- a. Any matter for which a method of review is prescribed by Title 18A.
- b. Any rule or regulation of the State Commissioner of Education.
- c. Any matter which according to law is beyond the scope of Board authority.
- d. A complaint of a nontenured employee which arises by reason of his not being reemployed.
- e. A complaint by any employee occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

9. Step 5

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) working days of receipt of the Board's decision by the employee, the Association may request arbitration of the grievance by

notifying the Board through the Superintendent. The following procedure shall be used to secure the services of an arbitrator:

- a. The Association shall request that the American Arbitration Association submit a roster of persons fully qualified to function as arbitrators of the grievance in question. Thereafter, the parties shall be bound by the rules of the AAA.
- b. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Within thirty (30) calendar days of the completion of the arbitrator's hearings, copies of the arbitrator's finding and recommendations shall be given to the Board and to the aggrieved and his/her representatives only.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- A. The Board recognizes the rights, duties and responsibilities of the Association toward its members, in protecting their rights in employment.
- B. The Association recognizes the Board's right to manage the school system and to do so by, among other things, assigning work tasks and work stations to members of the Association, and by regulating and evaluating their performance in accordance with the rules and regulations made by the Board to carry out the Board's managerial function and responsibilities.
- C. Any employee who is required to appear for a formal hearing before the Board of Education shall receive prior written notice of the reasons for said hearing and be advised of the right to be accompanied by a representative of his choice.
- D. Any items of public record on file in the office of the Secretary of the Board of Education shall be available for examination by any bona fide representative designated by the President of the Association.
- E. The Association shall enjoy the same privileges regarding use of building and equipment therein as presently provided and consistent with Board policy.

ARTICLE V

BOARD/STAFF LIAISON

A. Board/Staff

1. The Association shall select a Liaison Committee consisting of the Association President, Vice-Presidents and at least one representative from the following buildings: East End, West End, Somerset, Stony Brook and the Middle/High School. The Board Committee shall consist of the Superintendent, Assistant Superintendent, two (2) Board representatives, and two (2) building level administrators.
2. The Liaison Committee shall meet once a month during the effective period of this contract to discuss and review local school problems and practices excluding grievances.
3. Each side shall submit an agenda of the issues to be discussed three (3) days prior to the meeting.

B. Building Liaison

1. The Association shall select a Liaison Committee for each of the following building units:
 - a. East End School
 - b. West End School
 - c. Somerset School
 - d. Stony Brook School
 - e. North Plainfield High School (Grades 7-12).
2. The committee shall consist of not more than one (1) member for every twenty (20) staff members in each building unit but shall in no event have fewer than three (3) members. For the duration of the school year, the committee shall meet with the principal at least once a month, or as deemed necessary. Primary responsibility to call meetings shall rest with the Association. The committee shall review and discuss local school problems and practices and it shall play an active role in the revision or development of building practices. No building practices shall be adopted in any unit without the approval of the Superintendent of Schools.

ARTICLE VI

SICK LEAVE

- A. "Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined from such a disease in his or her immediate household." (Section 18A:30-1)
- B. All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, or who are protected by tenure in their office or position of employment shall be allowed sick leave days as follows:
 - 10 month employees - 11 days
 - 12 month employees - 13 days.
- C. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.
- D. A physician's certificate attesting to the illness or physical disability of an employee may be required in cases where absence for reasons of sickness exceeds three (3) days. The three (3) day requirement may be waived in cases of suspected abuse.
- E. Notification of accumulated sick leave as of the first day of any school year shall be given by September 30th of that year.
- F. Members of morning custodial and maintenance crews must notify the Director of Operations of their absence no later than seven o'clock a.m. All others are expected to notify the Director of Operations at least one hour prior to the beginning of their shift except for unforeseen emergencies.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

- A. An employee may be absent without loss of pay when:
 - 1. Absence results from obedience to legal process except when the employee is suing the school district. When a law suit against the district is settled in favor of the employee, the employee will be made whole through either the damage award or by the district.

2. In the case of death of an immediate family member (spouse, parent, other member of the immediate household, child, grandchild, sibling, or parent-in-law) up to five (5) working days of bereavement leave shall be granted immediately following the death provided there are no more than three (3) consecutive scheduled holidays or vacation days for the employee during the bereavement period.

In the case of the death of any other family member one (1) day of bereavement leave shall be granted.

3. The Superintendent of Schools excuses the employee, in advance, for other urgent reasons. The employee may make the request by telephone or through the principal. No one except the Superintendent of Schools may excuse or refuse an employee's absence under this rule.

4. Temporary Leave

- a. A staff member may be granted two (2) days of leave to attend to personal matters which cannot be handled outside school hours. Application to the administration through the building principal or the director of Operations shall be made at least twenty-four (24) hours before taking such leave, except in emergencies. In such cases, reasons beyond the signing of the required form shall not be required of the staff member. When an emergency day is requested the emergency reason will be included on the application form upon return to the school district. These days may not be taken immediately before nor immediately following a holiday nor during the first or last week of school except for the purpose of religious observance. Maximum number of employees to utilize personal days shall be ten percent (10%) of a classification on any given day.

- b. Unused personal days shall be accumulated for the sole purpose of conversion to the retirement allowance in Article XII.

5. Jury Duty

- a. Jury duty leave shall be granted to an employee who is required to serve. The employee shall be paid the difference between the jury stipend and the employee's daily rate of pay.

- b. The employee shall be required to report for duty whenever the employee is excused from jury duty sufficiently early to be present in the school district for at least two (2) hours of the employee's regular

workday. When an employee is summoned for jury duty during the student school year, he/she shall submit a written request to the Court for jury duty during the summer months.

6. Special Examinations

Examination by the New Jersey Department of Labor and Industry Firemen's license examination will constitute part of the regular workday.

7. Professional Days (Teachers Only)

The Superintendent of Schools may approve, in advance, a teacher's request to be absent to visit other schools or to attend educational meetings.

8. An employee absent for reasons other than those specified above shall receive no pay for the time lost.

9. An employee wishing to apply for an exception to the rules stated above must apply in writing for a review of his case at the June meeting of the Board of Education. Such application must be received before the first Monday in June.

10. Nothing herein shall be construed to be in conflict with the Workmen's Compensation laws of the State of New Jersey.

ARTICLE VIII

INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection outlined in present policies and designated below. The Board shall pay the full premium for each employee and one hundred percent (100%) of family premium (New Jersey State Health Benefits Plan 1420).

1. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing on July 1 and ending on June 30 for each employee who remains in the employ of the Board for the full school year.

2. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include but not necessarily be limited to:

- a. Hospital room and board and miscellaneous costs.
 - b. Outpatient benefits.
 - c. Laboratory fees, diagnostic expenses, and therapy.
 - d. Maternity costs.
 - e. Surgical costs.
 - f. Major-medical coverage.
3. The Board shall provide a five dollar (\$5.00) co-pay prescription plan, including contraceptives.
 4. The Board shall provide a full dental plan for each employee.
 5. The Board shall provide a long term disability income benefit which shall begin ninety (90) calendar days after continuous disability and remain in effect to age 65 for accidents and sickness. Said benefit shall be paid at sixty percent (60%) of the individual's monthly salary, exclusive of bonuses and overtime to a maximum benefit of \$2,500 per month.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

- A. Two (2) tenured employees designated by the Association may be granted a leave of absence for a period not in excess of two (2) years to work for the Association and/or its affiliates. Such leave shall be without accumulation of credit on the salary guide and without pay.
- B. A tenured employee may be granted a leave of absence for a period not in excess of two (2) years:
 1. To join the Peace Corps, VISTA, National Teachers' Corps., or similar program as full-time participant.
 2. To serve as an exchange or overseas teacher as a full-time participant.

Such leave shall be with accumulation of credit on the salary guide but without pay.
- C. An employee may be granted a child-rearing leave. The leave shall commence on the first day after the end of the disability period. The employee shall provide no less than thirty (30) calendar days written notice to the Board and the leave shall be for the balance of the school year in which it commences, and at the option of the employee, be for half or all of the following year. Employees returning from a child-rearing leave must return

at the beginning of the school year or at the mid-year break, within two (2) years of the commencement of the leave. If the employee elects to continue the leave into that period beyond the year in which the leave commenced, he/she must notify the district accordingly, in writing, before the last day of the term in which the leave began. Such leave shall be without accumulation of credit on the salary guide and without pay.

- D. An employee who adopts an infant may be granted a leave of absence. The leave shall commence upon receipt of de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. Such leave shall be without accumulation of credit on the salary guide and without pay.
- E. A tenured employee may be granted a leave of absence for advanced study at the discretion of the Board of Education.
- F. All applications for leaves, extensions or renewals thereof must be made and granted in writing.
- G. A tenured employee upon the resumption of employment shall have restored all benefits to which he/she was entitled prior to his/her leave of absence.
- H. At the conclusion of a leave granted pursuant to Sections A, B, C, D or E employees shall, upon return to work, be placed on a step on the salary guide that reflects their years of service completed prior to the start of the leave of absence.

ARTICLE X

AGENCY FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time employee (working at least twenty (20) hours per week) who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the Board from any causes of action, claims, loss or damages incurred as a result of this clause. Attorneys' fees shall be mutually agreeable.
- C. Effective July 1, 1982, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall as a condition of employment pay a

representation fee to the Association by automatic payroll deduction.

- D. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made to this provision by a successor Agreement between the Association and the Board.
- E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continued employment.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4 (2) (d) and (3) (L.1979, c.417), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in bargaining unit positions during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XI

SALARY

- A. When requested, salary deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A.) 52:14-15, 9e.) and under rules established by the State Department of Education. When requested by an employee, the Board of Education agrees to enter into an agreement to reduce the employee's salary to purchase on behalf of the employee an annuity which qualifies under the provisions of Section 403b of the Internal Revenue Code of 1954, as amended.
- B. The settlement rate will be determined by the average of the average percent salary increase in all districts in both Somerset

County and District Factor Group FG that have contracts that become effective after July 1, 1994 and are settled by October 1, 1994. The DFG listing is attached hereto as Appendix E. The highest and lowest settlement shall be eliminated prior to determining the average. There must be a minimum of ten (10) settlements or the October 1 date will be moved back until ten (10) settlements are achieved. Increments will not be paid until the new mutually agreeable salary guides are in place. Percent will be applied to the total salary cost for each classification and distributed into mutually agreeable guides.

ARTICLE XII

RETIREMENT ALLOWANCE

- A. Any employee who submits to the Superintendent a written statement of intention to retire, shall be eligible for a special retirement allowance, provided notice of such intention to retire is given to the Superintendent at least two (2) months before the final budget submission date for the budget involving the year of retirement. Thereafter the employee must file a retirement application through the Board Secretary with either the TPAF or PERS.
- B. The retirement allowance shall be computed at the rate of one (1) day's pay for each four (4) days of accumulated unused sick leave to the employee's credit at the time of the announced contemplated retirement. That daily compensation to the employee under these provisions shall be at the daily rate of pay which the employee earned in his/her last year in the district. Subsequent absences will reduce the retirement allowance. The maximum payment under this section will be fifteen thousand dollars (\$15,000) effective July 1, 1996.
- C. Employees who would have been eligible to file a retirement application but who die while employed shall have the benefits specified in Section B. above paid to their estate.

ARTICLE XIII

POSTING OF VACANCIES

- A. Posting
 - 1. Post all vacancies that occur in positions that are covered by this contract and/or promotional positions.

2. A notice of positions shall be posted in each school as far in advance as practicable, ordinarily at least five (5) days before the final date when applications must be submitted. A copy of said notice shall be given to the Association President at the time of posting.
3. No later than June first of each school year, the Superintendent shall post in all school buildings a list of the known vacancies expected to occur during the following year.
4. When school is not in session, the Association President shall be sent notification of vacancies occurring as defined above.

B. Filling Vacancies

1. When vacancies are posted, the qualifications for the position shall be clearly set forth. Employees shall submit applications for such vacancies to the Superintendent or his/her designee.
2. Vacancies will not be filled on a permanent basis until posted as above, except vacancies in teaching positions occurring during the school year.
3. Extra and co-curricular positions will be posted district wide, and all employees shall be eligible to apply for said positions.

ARTICLE XIV

EDUCATIONAL IMPROVEMENT

The Board agrees to pay:

- A. The full cost of tuition and other reasonable expenses incurred in connection with courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested to take by the administration.
- B. The Board agrees to pay seventy-five percent (75%) of the cost per credit hour of the New Jersey State colleges and university for graduate courses approved by the Superintendent. Each teacher may be reimbursed for up to eighteen (18) semester hours per year. Reimbursement shall be for courses directly related to the teacher's subject area assignment, present or probable assignment, and/or required in order to obtain the certificate/degree appropriate to the aforementioned conditions.

- C. The Board agrees to pay seventy-five percent (75%) of the cost per credit hour/seminar/workshop for courses approved by the Superintendent. Reimbursement shall be on courses directly related to the employee's present or probable assignment.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and by the Association for the duration of the Agreement.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board of Education and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement shall be controlling.
- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- F. Copies of this Agreement shall be reproduced within thirty (30) days after the Agreement is signed. Copies shall be presented to all teachers now employed or hereafter employed by the Board. The Board and Association agree to pro rate expenses of printing copies of the Agreement.
- G. Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, such party shall do so in writing at one of the following addresses:
1. If by the Association to:

The Board of Education
 Watchung School
 North Plainfield, New Jersey 07060
 2. If by the Board, to:

President
 North Plainfield Education Association
 _____ School
 North Plainfield, New Jersey 07060
- H. If, after the Agreement has become effective, it is felt by either the Board of Education or the Association that an amendment to this Agreement is warranted, such amendment may be added by mutual consent.
- I. The Association agrees to respond in writing to correspondence from the Board of Education within twenty (20) school days.

ARTICLE XVI

DURATION OF THE AGREEMENT

This Agreement shall become effective as of July 1, 1994, for wage and salary provisions and upon signing for all other modified provisions, and shall continue in effect until June 30, 1996.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, all on the day and year first written above.

NORTH PLAINFIELD EDUCATION
ASSOCIATION:

NORTH PLAINFIELD BOARD OF
EDUCATION:

President

President

Secretary

Secretary

APPENDIX A
SPECIFIC WORKING CONDITIONS FOR SECRETARIES

ARTICLE I

DAILY WORK HOURS

- A. The work week for full-time secretaries shall consist of thirty-seven and one-half (37-1/2) hours excluding lunch periods, except during the Spring and Winter recesses when summer hours shall be in effect.
- B. Summer work hours shall be in effect from the Monday after school closes through the third week in August and shall consist of thirty-two and one-half (32-1/2) hours per week excluding lunch periods.
- C. In accordance with and to the extent required by New Jersey Statutes, required overtime above thirty-seven and one-half (37-1/2) hours per week shall be compensated at the rate of time and one-half (1-1/2) above the regular hourly rate. All overtime must have the advanced approval of the administration.
- D. Inclement Weather

When school is closed for a full day due to inclement weather secretaries shall not be required to work on that day. However, if school is opened at a later hour during the day, secretaries shall be required to report fifteen (15) minutes prior to the student arrival time. Such days shall be granted without loss of pay.

ARTICLE II

VACATIONS

In order for a secretarial employee to be eligible for paid vacation, the employee must work full time on a twelve-month basis. The following vacation benefit is provided to twelve month full-time secretaries.

- A. One-half (1/2) day for each full month for employees who have been with the Board for at least one (1) month and not more than eleven (11) months as of July 1.
- B. Two (2) weeks annually for employees who have been with the Board for at least one (1) year and not more than five (5) years as of July 1.

- C. Two (2) weeks plus one (1) day per year after five (5) years for employees who have been with the Board for at least five (5) years but less than ten (10) years as of July 1.
- D. Three (3) weeks per year for employees who have been with the Board for at least ten (10) years but less than fifteen (15) years as of July 1.
- E. Four (4) weeks per year for employees who have been with the Board fifteen (15) years or more as of July 1.
- F. Vacations will not be approved during the last week of school nor during the week preceding the opening of school and the first week of school.

ARTICLE III

HOLIDAYS

- A. The Board will observe paid holidays for full time twelve-month and full time ten-month employees according to a list published by the Superintendent after the school calendar is adopted each year. Holidays shall include but not be limited to the following:
 - Independence Day
 - Labor Day
 - Election Day (when school is closed)
 - Thanksgiving Day and the day after
 - Winter Recess
 - (commencing with December 23 or 24 and ending with January 1, 2, 3 as consistent with school calendar for the year)
 - Two days of mid-winter recess
 - Three days of spring recess
 - Memorial Day
 - Martin Luther King Day.
- B. If one or more of the designated holidays above falls on a non-scheduled workday, then the Superintendent, after consultation with the Association President or the President's designee, shall designate an alternate day.
- C. Secretaries will be permitted to attend the NJEA Convention without loss of pay.

ARTICLE IV

PROMOTIONS, TRANSFERS AND REASSIGNMENTS

- A. Announcements of all open secretarial positions in the school district shall be posted in each building with five (5) working days allowance to file notice of interest with the Superintendent.
- B. Employees who desire to transfer to an available position may file a written statement of such desire with the Superintendent. It is expressly understood that such determination resides solely with the Board.
- C. All requests for promotion shall be made in writing to the Superintendent. All applications shall be submitted between February 1 and April 1 of each year. Secretaries filing such requests shall be advised in writing of the disposition by June 1 of each year. It is expressly understood that the Board retains the sole right of approval and/or rejection.
- D. Five (5) working days' notice of an involuntary transfer or reassignment shall be given to employees except in cases of emergency. In no case will an involuntary transfer be made without a prior meeting with the Superintendent.

SECRETARIAL SALARY GUIDE

1994-1995

<u>93-94</u>	<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
	1	\$20,458	\$21,502	\$23,208	\$24,914
13	2	21,027	22,070	23,777	25,483
	3	21,596	22,639	24,346	26,051
14	4	22,165	23,207	24,915	26,620
	5	22,923	23,966	25,673	27,379
15	6	23,682	24,724	26,432	28,138
	7	24,566	25,609	27,316	29,023
16	8	25,451	26,494	28,201	29,907
	9	26,716	27,759	29,466	31,172
17	10	27,980	29,024	30,731	32,437
	11	29,286	30,329	32,036	33,742
	12	30,592	31,635	33,341	35,048
	13	31,897	32,940	34,647	36,353
18	14	33,203	34,245	35,952	37,659

1995-1996

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1	\$21,190	\$22,303	\$24,120	\$25,937
2	21,796	22,908	24,726	26,543
3	22,402	23,514	25,332	27,149
4	23,008	24,119	25,938	27,755
5	23,614	24,725	26,544	28,362
6	24,423	25,533	27,352	29,170
7	25,231	26,341	28,161	29,979
8	26,173	27,284	29,103	30,921
9	27,116	28,227	30,045	31,864
10	28,463	29,575	31,393	33,211
11	29,811	30,922	32,741	34,559
12	31,202	32,313	34,131	35,950
13	32,593	33,704	35,522	37,340
14	33,984	35,095	36,913	38,731

LONGEVITY:

10 years	\$ 229.00
15 years	343.00
20 years	458.00

Notes:

1. Placement of personnel on the above salary columns is the sole prerogative of the Board of Education.
2. Secretaries initially employed during the term of this Agreement will be hired within their respective category at the lowest step indicated above unless the individual is given credit for years of experience in excess of the number of the lowest step in that category.
3. Placement of individuals on the above salary columns for the 1994-95 school year is in accordance with the negotiated settlement.

APPENDIX B
SPECIFIC WORKING CONDITIONS FOR CUSTODIAL AND MAINTENANCE PERSONNEL

ARTICLE I

HOURS AND OVERTIME

- A. The standard work week of all employees of the unit, regardless of the shift on which they may work, shall be based on a forty-hour week consisting of five (5) eight-hour days excluding lunch period. Employees shall be granted a ten-minute period for personal wash-up at the end of each shift except for abnormal circumstances. Starting times and lunch periods shall be determined by the school principal and/or the Director of Operations.
- B. Two (2) fifteen-minute break periods, one in each half of each shift, shall be permitted at times mutually agreed upon by the employee and his immediate superior.
- C. Overtime at the rate of one-and-one-half (1-1/2) times the employee's regular hourly rate shall be paid for all authorized work performed in excess of forty (40) hours per week. Time granted for holidays, emergency leave, vacation, and sick leave shall be included in the forty-hour work week.
- D. Overtime and double time shall be rounded to the nearest half-hour at the end of each pay period. Payment for overtime and double time shall be made on the fifteenth day of the month following the month in which the overtime and/or double time is worked. It is agreed that any emergency matters requiring an employee's attention beyond his regular hours stated above will be performed by him as part of his total job responsibility at the overtime rate and in keeping with the terms of the Agreement contained herein.
- E. Custodians and/or maintenance men who are called back to work due to emergencies shall be guaranteed a minimum of two hours work. There shall be no overlapping of two hour time periods.
- F. Holiday work shall conform to established time schedule and shall be paid at double time rate.

ARTICLE II

VACATION, HOLIDAYS, AND SNOW DAYS

A. Vacation schedule for employees shall be established by the Director of Operations prior to April 1st of each year. Any change in the schedule subsequent to April 1st shall be by mutual agreement of the employee and the Director of Operations.

B. Employees will be granted paid vacation allowance as follows:

One-half day for each full month for employees who have been with the Board for at least one month and not more than eleven (11) months as of July 1st. Two (2) weeks annually for employees who have been with the Board for at least one year and not more than five (5) years as of July 1st. Two weeks plus one day per year after five (5) years for employees who have been with the Board for at least five (5) years but less than ten (10) years as of July 1st. Three (3) weeks per year for employees who have been with the Board for at least (10) ten years but less than fifteen (15) years as of July 2nd. Four (4) weeks per year for employees who have been with the Board for fifteen (15) years or more as of July 1st.

C. Holidays

The Board will observe paid holidays for full time twelve-month and full time ten-month employees according to a list published by the Superintendent after the school calendar is adopted each year. Holidays shall include but not be limited to the following:

Independence Day
Labor Day
Election Day (when school is closed)
Thanksgiving Day and the day after
Winter Recess
 (commencing with December 23 or 24 and ending with
 January 1, 2, 3 as consistent with school calendar for
 the year)
Two days of mid-winter recess
Three days of spring recess
Memorial Day
Martin Luther King Day.

D. If one or more of the designated holidays above falls on a non-scheduled workday, then the Superintendent, after consultation with the Association President or the President's designee, shall designate an alternate compensatory day.

E. Snow Days

Custodial and Maintenance employees are required to report for duty on days which schools are closed due to snow and other climatic conditions. All snow work shall be assigned by the Director of Operations. Double time will be paid for snow removal only when schools are closed or when snow removal exceeds the forty (40) hour work week.

- F. The Vice President representing custodial/maintenance employees will be permitted to attend the NJEA Convention without loss of pay.

ARTICLE III

TERMINATION SUSPENSION/JUST CAUSE

- A. 1. In the case of unsatisfactory performance, the Director of Operations will give the employee a written evaluation and have a discussion of his/her performance on the job and give him/her thirty days to bring his/her work up to acceptable standards. Failure to bring his/her work up to acceptable standards shall be considered just cause for a letter of termination.
2. Furthermore, the Board or its representative reserves the right to terminate or to suspend an employee without pay upon evidence of just cause. Just cause shall include, but not be limited to, violation of Board regulations or terms of this Agreement, fighting, being under the influence of unprescribed intoxicating drugs or alcohol while on duty, smoking in unauthorized areas, failure to report for duty, insubordination, job-related immoral behavior, or conviction of criminal activities. In no case shall the period of suspension exceed thirty (30) days.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved consistent with Title 18A:17-4.

ARTICLE IV

MISCELLANEOUS

- A. A list of open custodial and maintenance positions in the school district shall be posted within ten (10) days of such opening.

Within five (5) days after such posting, any qualified employee who desires to apply for such open position may file a written request with the Director of Operations. Any change will be at the discretion of the Director of Operations.

- B. Employee transfers from one work location to another within the district may be made at the discretion of the Director of Operations. Notice of such transfer or reassignment shall be given to the employee five (5) working days before the transfer or reassignment. Emergency transfers shall be at the discretion of the Director of Operations.

C. Work Expectations

Employees will be expected to perform duties related to their basic work function and their personal skills as is deemed necessary by the Director of Operations.

D. Employee Facilities and Equipment

All employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work. The Board shall supply to each employee the following personal equipment:

1. Up to four (4) uniforms per year, two (2) summer and two (2) winter. Replacement uniforms will be issued when worn or damaged articles are turned in.
 2. Appropriate safety equipment when required by the nature of the work performed.
 3. One (1) set of complete rain gear (hat, coat and boots) when required by the nature of the work performed.
 4. In addition, five dollars (\$5.00) will be allotted each member of the Association toward the annual purchase of one pair of safety shoes.
 5. Upon termination of employment keys and equipment shall be returned to the Board prior to issuance of the employee's last paycheck.
- E. Custodians shall be granted up to two (2) months leave. A custodian will not be eligible for more than one such leave during his employment in the school district. The leave will be unpaid and will not be granted during the months of June, July, August and September. Time spent on an unpaid leave shall not count towards seniority.

ARTICLE V

SALARY

- A. Salary increments, movement from step to step, on the enclosed schedule, will be awarded only on employee's satisfactory performance over the last twelve (12) months or less in case of new employees. All increases will be effective as of July 1st.
- B. No salary of a satisfactory employee shall be below the appropriate step on the guide.
- C. For the purpose of determining years of experience for placement on the salary guide, service for three (3) full months or more as of July 1st constitutes one year.
- D. Head custodians checking their respective school buildings on weekends and holidays are not entitled to any extra pay.
- E. Custodians who are involuntarily transferred to the day shift will retain their shift differential until the next time a vacancy occurs on the second or third shift. Custodians involuntarily transferred shall be given first preference when vacancies occur.
- F. Overtime shall be distributed by rotational seniority roster within the school building. The rotational overtime roster within each building shall start with the most senior employee and proceed to each less senior employee until all custodians have been contacted. The rotation will start again with the most senior and proceed accordingly. Any refusal of overtime shall be noted on the rotation schedule and said employee shall forfeit any right to reclaim said overtime. A refusal of overtime allows the rotation to continue and shall be noted on a conspicuously posted schedule in an area known to all employees.

MAINTENANCE AND CUSTODIAL SALARY GUIDE

HEAD CUSTODIAN

<u>93-94</u> <u>STEP</u>	<u>94-95</u> <u>STEP</u>	<u>1994-95</u>	<u>95-96</u> <u>STEP</u>	<u>1995-96</u>
	1	\$27,800	1	\$28,300
	2	29,900	2	29,190
1	3	32,199	3	31,395
2	4	34,926	4	33,908
3	5	37,368	5	36,635
			6	39,077

CUSTODIAL/GROUNDS

<u>93-94</u> <u>STEP</u>	<u>Hired</u>	<u>94-95</u> <u>STEP</u>	<u>1994-95</u>	<u>95-96</u> <u>STEP</u>	<u>1995-96</u>
		1	\$25,400	1	\$25,570
	after 4/1/95	2	26,500	2	26,670
	by 3/31/95	3	27,783	3	27,825
1		4	29,032	4	29,185
2		5	31,110	5	30,434
3		6		6	32,512

MAINTENANCE

<u>93-94</u> <u>STEP</u>	<u>Hired</u>	<u>94-95</u> <u>STEP</u>	<u>1994-95</u>	<u>95-96</u> <u>STEP</u>	<u>1995-96</u>
		1	\$29,300	1	\$30,100
	after 4/1/95	2	30,913	2	30,765
	by 3/31/95	3	32,608	3	32,445
1		4	34,302	4	34,380
2		5	36,565	5	36,074
3		6	38,228	6	38,337
4		7		7	40,000

B. Employees move horizontally on the above guides.

C. Differentials

Boiler License	\$ 571.
Shift Differential	6% second, 9% third
Outdoor work	\$ 571.
High School Stipend	\$ 800.

D. Longevity

10 years	\$ 571.
15 years	858.
20 years	1,144.

APPENDIX C

SPECIFIC WORKING CONDITIONS FOR AIDES, TRANSPORTATION
AND CAFETERIA PERSONNEL

ARTICLE I

HOURS, OVERTIME AND LAYOFF/RECALL RIGHTS

A. Hours of Work

Whenever a member of the aides, transportation, or cafeteria work force is called to work (whether for the normal work day or for a specific "call in" assigned duty), such personnel shall be guaranteed a minimum of two (2) hours of pay.

B. Overtime

All aides, transportation and cafeteria personnel shall be paid at the rate of one and one-half (1-1/2) times their normal hourly rate of pay for work in excess of forty (40) hours per week.

C. Seniority

In the event of a district reduction in force, including reductions caused by the discontinuance of a facility or its location, the employees shall be laid off in the inverse order of seniority of the employees in the department involved, that is within the aides, transportation, and cafeteria classifications. Recall of such employees shall be made on the basis of his/her departmental seniority, i.e., last in/first out, etc.

D. Subcontracting

In the event the food service is subcontracted without a requirement that all school cafeteria employees be employed by the contractor, each severed employee shall be granted recall rights for five (5) years, two (2) weeks severance pay, and implementation of the terminal leave provisions without regard to the years of service.

E. Transportation Work Assignments

A seniority rotation roster for: 1) regularly assigned routes and 2) extra work. (Rotation to be on strictly seniority basis with refusals signifying a pass on the list). When all employees refuse a turn on the rotation roster the Board shall first seek qualified staff members from other classifications. In the absence of qualified staff members from other classifications the Board shall have the right to assign the next employee on the

rotation roster to the extra work including summer work. Employees may not relinquish other work assignments to do transportation work unless directed to do so by the administration.

- F. Employees included in Appendix C. shall be paid for all hours for which they are contracted even if they work fewer hours due to inclement weather. This section applies exclusively to hours lost due to inclement weather.

ARTICLE II

EMPLOYEE EQUIPMENT

- A. Cafeteria employees shall receive a maximum of two (2) uniforms per year at no cost to the employee. In exceptional circumstances and with the permission of the Director of Operations, another uniform will be issued.
- B. Portable CB radios will be issued to van drivers. The drivers will be responsible for damage, theft or loss of the CB radio.

ARTICLE III

JUST CAUSE

- A. In the case of unsatisfactory performance, the Superintendent or his/her designee will give the employee a written evaluation and have a discussion of his/her performance on the job and give him/her thirty (30) days to bring his/her work up to acceptable standards. Failure to bring his/her work up to acceptable standards shall be considered just cause for a letter of termination.
- B. The Board and its representatives reserve the right to terminate or to suspend an employee without pay upon evidence of just cause. Just cause shall include, but not be limited to, violation of Board regulations or terms of this Agreement, fighting, being under the influence of unprescribed, intoxicating drugs or alcohol while on duty, smoking in unauthorized areas, failure to report for duty, insubordination, job related immoral behavior, or conviction of criminal activities. In no case shall the period of suspension exceed thirty (30) days.

ARTICLE IV

MISCELLANEOUS

- A. All transportation personnel licenses and costs, both initial and renewal, shall be reimbursed by the Board.
- B. The initial employment physical for aides, transportation, and cafeteria employees, if required by the Board, shall be conducted by the Board's designated physician without cost to the employee. If the employee chooses to use a different physician other than the one selected by the Board, the employee shall bear the cost.

ARTICLE V

WAGE RATES

	<u>1994-95</u>	<u>1995-96</u>
Transportation Workers	\$ 15.43	\$16.20
Aides (Lunchroom, Kindergarten and Library)	\$ 10.47 11.03 11.57	\$ 10.99 11.58 12 15
Cafeteria Workers	\$ 10.16	\$ 10.66

Employees move horizontally on the above guide.

LONGEVITY

10 years	\$ 200.00
15 years	230.00
20 years	260.00

APPENDIX D
SPECIFIC WORKING CONDITIONS FOR TEACHERS

ARTICLE I

TEACHER EMPLOYMENT

- A. All teachers who begin teaching not later than October 1 shall be notified no later than April 30 of their contract and salary status for the ensuing year. Teachers shall sign their contracts or letter of intent by May 10, unless at the request of the teacher an extension has been granted by the Superintendent.
- B. The secondary lunch break shall be at least thirty (30) minutes. All other work days to remain the same for elementary schools as in current practice.
- C. The length of the in-school work day for teachers shall be in accordance with present practice.
- D. When school is closed for a full day due to inclement weather teachers shall not be required to work on that day. However, if school is opened at a later hour during the day, teachers shall be required to report fifteen (15) minutes prior to the student arrival time. Such days shall be granted without loss of pay.

ARTICLE II

TEACHER ASSIGNMENT AND EVALUATION

- A. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than June 1. In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after June 1, the affected teacher shall be notified in writing of the new assignment.

- B. Staff Evaluation

- 1. Definitions

- a. Observation:

- A visitation to an assigned work station by a certified supervisor of the local school district for the purpose of formally collecting data on the performance of a teaching staff members assigned duties and responsibilities. Duration of the observation on a secondary level is one class period. Duration on an elementary school level is one complete subject lesson.

b. Evaluation:

A written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member's performance of the instructional process.

c. Annual Evaluation:

A written evaluation of the staff member's total performance as an employee of the district board of education, including but not limited to:

- (1) Performance in areas of strength;
- (2) Performance in areas needing improvement based upon job description;
- (3) An individual professional improvement plan developed by the supervisor and the teaching staff member; and
- (4) A summary of available indicators related to the effectiveness of the overall program and the performance of the individual teaching staff.

2. Non-Tenured Staff

- a. All non-tenured staff shall be observed a minimum of three times pursuant to N.J.S.A. 18A:27-3.1. Following each observation the administrative or supervisory staff member who has made the observation shall present a written evaluation to the non-tenured teaching staff member within five (5) school days of the observation and conduct a conference pertaining to the evaluation within five (5) school days of issuing the evaluation.

All non-tenured staff shall receive a copy of the annual evaluation on or before April 10 and meet with the appropriate administrative or supervisory staff member to review the annual evaluation and develop the individual professional improvement plan on or before April 15.

b. Non-Tenured Observation/Evaluation Schedule

December 15	Complete observation/evaluation #1
February 15	Complete observation/evaluation #2
April 1	Complete observation/evaluation #3
April 15	Complete annual evaluation process.

3. Tenured Staff

- a. All tenured staff shall be observed a minimum of one time pursuant to N.J.S.A. 18A:27-3.1. Following each observation the administrative or supervisory staff member who has made the observation shall present a written evaluation to the tenured teaching staff member within five (5) school days of the observation and conduct a conference pertaining to the observation within five (5) school days of issuing the evaluation.

All tenured staff shall receive a copy of the annual evaluation prior to April 1 and meet with the appropriate administrative or supervisory staff member to review the annual evaluation and develop the individual professional improvement plan prior to April 15.

- b. Tenured Observation/Evaluation Schedule

February 15	Complete observation/evaluation #1
April 15	Complete annual evaluation process.

4. Evaluation reports shall be authorized by professionals whose respective certificates authorize supervision of instruction and shall, in each case, be confined within the scope of the evaluator's job description.
5. Before any evaluation report is finalized, submitted to the Central Administration, or placed in the personnel file, such report shall be discussed at a post-evaluation conference of the teaching staff member and the evaluator. At least one day prior to this meeting, the teaching staff member shall be given a copy of the written evaluation of his/her performance. Review of the annual written performance report and the signing of said report will be completed within fifteen (15) working days of the review. The teaching staff member shall have the right to submit a written response to any material within the report within fifteen (15) days of the post-evaluative conference. This response will be reviewed by the evaluator and will be attached to copies of the report in all file locations.
6. Every evaluation shall be signed by both the evaluator and the teaching staff member evaluated. The teaching staff member's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation.

7. Evaluative reports will be presented to the teaching staff member in the following manner:
 - a. Such reports will be issued in the name of the building principal or the immediate administrative supervisor.
 - b. Such reports will be addressed to the teaching staff member with copies being forwarded to the Superintendent of Schools and kept by the building principal or supervisor.
 - c. Such reports will include:
 - (1) Areas of professional strength of the teaching staff member.
 - (2) Areas of need of professional improvement.
 - (3) Specific suggestions as to measures which the teaching staff member might take to improve his/her performance in each of the areas wherein need of professional improvement has been indicated.
 - (4) Indicators of pupil progress.

ARTICLE III

NONTEACHING DUTIES

- A. Teachers, as a matter of general practice, shall not be required to perform the following duties unless the best interests and safety of their students are in jeopardy:
 1. Collect money from students.
 2. Deliver books to classrooms.
 3. Use teacher's lunchtime for student supervision.
- B. Elementary teachers shall be released from classroom duties when physical education, art, librarian, and music teachers are instructing their classes. It is understood that whenever conferences with parents and Department of Pupil Services are required when classes are in session, they shall be conducted during preparation time at all grade levels. Teachers at all grade levels shall remain in the building during their preparation period unless they have agreement from the building principal that they may leave during that time.

- C. Any teacher who covers classes or a portion thereof for another staff member who is absent shall henceforth be paid at the per period rate equal to one-fifth (1/5th) of the per diem substitute's daily rate after the third event.
- D. Teachers may be required to attend up to twenty (20) after-school meetings per year. Each meeting may be up to sixty (60) minutes duration. Teachers are to be advised at the beginning of the school year as to the tentative days on which meetings will, if scheduled, occur. In the event of an emergency, an additional meeting or meetings may be scheduled by the administration. District wide meetings shall begin ten (10) minutes after the latest teacher departure time.
- E. In the event of a long term absence, if one teacher is assigned to cover one of the absent teacher's classes within his/her area of certification for the duration of the long term absence, the assigned teacher shall be paid \$33.00 per period.
- F. Teachers will be paid one-sixth (1/6th) of their annual salary when assigned to a full year of teaching six (6) periods.

ARTICLE IV

SCHOOL CALENDAR

- A. Prior to February 15, the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar.
- B. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- C. The Board and the Association agree to continue the present policy for drawing up the school calendar.

ARTICLE V

PROTECTION OF STUDENTS, TEACHERS AND PROPERTY

As per school law Title 18A.

ARTICLE VI

SABBATICAL LEAVE

The policy of granting sabbatical leave of absence is established solely to help the district maintain the highest level of instructional competence. In no case is an application for such leave recommended by the Superintendent or approved by the Board of Education unless, in their considered judgment, the professional competence of the staff member and the general efficiency of the school system will be benefited thereby.

A. Eligibility

A certificated full-time employee completing seven (7) or more years of continuous satisfactory service in North Plainfield Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) or two (2) semesters for:

1. Study on a full-time basis
2. Travel on a full-time basis
3. Any other reason that the Board and the Superintendent shall approve.

The employee shall not be granted subsequent sabbatical leave until that person has reestablished eligibility by serving another seven (7) years of continuous satisfactory service.

B. Number of Leaves Authorized

No more than two (2) staff members shall be granted sabbatical leave during any school year.

C. Application for Leave

Application for sabbatical leave shall be made on or before December 1 on a form prescribed by the Superintendent. Such form shall provide for an outline of the program or itinerary to be followed by the staff member during the period of the leave. The Superintendent shall notify the applicant in writing of the decision of the Board on or before February 15. If granted, such leave shall begin in the next school year on the first day of the semester or on February 1.

D. Physical Examination

Any applicant favorably considered by the Superintendent may be required by the Board of Education to have a physical examination. The purpose of such an examination is to determine whether there is reasonable probability that the applicant will

be physically able to return to service for the minimum period required.

E. Subsequent Service

As a condition to being granted leave, the employee shall enter into a contract (in terms to be mutually agreed upon) to continue in the employ of the North Plainfield Board of Education for a period of not less than two (2) years following the leave of absence.

Should an employee violate the terms specified above, he shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years. An employee may be released from such obligation if he is:

1. Incapacitated.
2. Discharged.
3. Released for good and sufficient reason by the Board of Education.

F. Status of Pension and Tenure

Contributions by the employee to the retirement fund shall continue as usual during the sabbatical leave period. Tenure rights shall not be impaired.

G. Illness or Accident

Serious accident or illness (established by evidence satisfactory to the Board) interrupting the program of study or itinerary being pursued by an employee shall not constitute a breach of the conditions of such leave. Neither shall it prejudice the employee against receiving all the rights and benefits provided for under the terms of sabbatical leave, provided that the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence or as soon as feasible.

H. Forfeiture of Leave

If the Superintendent is convinced that an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education. The Board after giving the employee an opportunity to be heard may terminate the leave of absence as of the date of its abuse. A sabbatical leave shall not be forfeited should the employee become the recipient of a grant or scholarship.

I. Sabbatical to Maternity Leave

If an employee on sabbatical leave ascertains that she is pregnant, she shall immediately report this fact to the Superintendent. Sabbatical leave shall be transferred to maternity leave subject to the rules regulating maternity leave.

J. Return to Active Duty

An employee who has been on sabbatical leave for the first semester shall notify the Superintendent on or before December 1 of his intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the employee shall notify the Superintendent on or before April 1 of his intention to return to duty the following school year. Failure of an employee on leave to give such notification shall be interpreted as an indication that such employee does not wish to return to the North Plainfield School System.

K. Reinstatement

Unless conditions have arisen that necessitate change in subject or building assignment, the employee who has complied with Section J. above shall be reinstated in the position he held at the time his leave was granted. Reinstatement is further conditioned by submitting a written report to the Superintendent describing the significant activities engaged in while on sabbatical leave. If the leave is taken during the first semester, such report is due by March 30 of the following semester. If the leave is taken during the second semester or for the entire school year, the report is due by the following September 30.

L. Salary

The salary of an employee on sabbatical leave for a full year shall be fifty-five percent (55%) of the salary to which he is entitled if not on leave, minus the regular deductions for Social Security, Income Tax, Teachers' Pension Fund and any other deduction required. The salary of an employee on sabbatical leave for one (1) semester shall be seventy-five percent (75%) of the half-year salary to which he is entitled if not on leave, minus the regular deductions listed above.

Salary shall be paid in accordance with the salary payment schedule of the North Plainfield School System.

The decision of the Board to grant or to refuse to grant a sabbatical leave shall be final. It shall not be subject to the grievance procedure.

M. Reimbursement

Neither tuition nor costs of any professional growth activity undertaken during sabbatical leave will be reimbursed.

ARTICLE VII

INSTRUCTIONAL COUNCIL

- A. The purpose of the Council shall be to strengthen the educational program through research, recommendations, implementation and evaluation. The Council may consider, but not be limited to, advising the Superintendent of Schools and the Board of Education on such matters as educational philosophy and goals of the district, educational specifications for building, teacher recruitment, curriculum improvement, teaching techniques, in-service training, pupil testing and evaluation, extracurricular programs and any other related educational matter.
- B. The Council shall consist of three (3) representatives appointed by the Superintendent and six (6) representatives appointed by the Association. Representatives of the Superintendent shall each have one (1) vote, and representatives of the Association shall each have one-half (1/2) vote in Council decisions.
- C. The Council shall, at all times, represent the best professional interests and objectives identifiable by the membership of said Council. It shall be authorized to establish, when necessary, special study committees for specific projects.
- D. The Council shall encourage the institution of ideas, and shall accept suggestions from individual teachers, departments, grade levels, Association committees, administrators, Board of Education members, students, parents, or any other interested party.
- E. Nothing in this Article shall be interpreted to prevent the Council from seeking professional consultation from within the professional staff of the public schools of North Plainfield or from recommending that outside consultation be obtained. However, any costs relating to the function of the Instructional Council shall be approved by the Board of Education.
- F. The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.
- G. The Council shall meet at least once each month.

- H. The Board of Education and the Association shall study and consider all written recommendations submitted by the Council for action, and the Board shall reply in writing within twenty (20) school days, its decision on such recommendations.
- I. Reports of the Council or any study committee of the Council may include minority as well as majority views.

ARTICLE VIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, physician, or other specialist, he shall so inform his principal. The principal shall arrange, as soon as possible, to meet with the teacher (and one or more specialists, if he deems it necessary) to discuss the matter, and to decide upon the appropriate steps to be followed. The principal shall advise the parent or guardian of his recommendations and actions.
- B. When, in the judgment of a teacher, a student is seriously disrupting the instructional program, the teacher may exclude the student from the classroom and immediately refer him to a principal. In such cases the principal shall arrange as soon as possible (and under normal circumstances not later than the conclusion of the following school day) to meet with the teacher. A parent or guardian, and possibly an appropriate specialist, may be called in to discuss the matter and to decide upon the appropriate steps to be followed.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in the approved salary guide attached hereto, except that the Board, at its discretion, in individual cases with just cause, may continue a salary lower than that provided for in the attached schedule and may withhold salary increases or portions thereof.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- C. Pay days shall be on the fifteenth (15th) day and on the last school day of the month.

- D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the working day immediately preceding the holiday, vacation, or weekend.
- E. A teacher shall receive his final pay check on the last working day in June after he has completed all his assigned duties.
- F. If at least twenty-five (25) employees elect to have ten percent (10%) of each semi-monthly salary installment withheld by the Board, the total of the sums so withheld shall be paid by the Board to the teacher without interest, in one of the following ways:
 - 1. To the employee should he terminate his employment.
 - 2. To the employee in two (2) equal installments on the fifteenth (15th) days of July and August immediately following the end of the teaching period in which the sums were withheld.
 - 3. To the employee's estate upon his death.
- G. All extra duty payments shall be made within thirty (30) days from date of duty, and payment shall contain identification of the duty performed.
- H. The salary schedule for each of the following ten (10) month positions shall be obtained by multiplying the appropriate salary in Schedule A by the ratio shown opposite the respective titles listed below:

	<u>Ratio</u> *
School Psychologist	1.1600
School Social Worker	1.0600

* Applies only to staff employed in this position prior to July 1, 1981.

- I. Application of Accredited Experience
 - 1. Full credit shall be granted for successful teaching experience in other schools.
 - 2. A new employee shall be granted no more than four (4) years of credit for military service. A year of military service shall be defined as twelve (12) months.

ARTICLE X

LONGEVITY PAY

At the discretion of the Superintendent and the Board, the sum of six hundred dollars (\$600) shall be added to the salary of all certificated personnel who have completed twenty (20) years of service within the North Plainfield School System. Up to four (4) years of military service, subsequent to employment in the North Plainfield School System, shall be counted toward longevity pay.

ARTICLE XI

PART-TIME/HOURLY EMPLOYEES WAGES AND BENEFITS

A. <u>STEP</u>	<u>1994-1995</u>		<u>STEP</u>	<u>1995-1996</u>	
	<u>BA</u>	<u>MA</u>		<u>BA</u>	<u>MA</u>
3	\$26.71	\$27.94	3	\$28.05	\$29.34
4	27.92	29.13	4	29.32	30.58
5	29.07	30.46	5	30.52	31.98
6	29.50	31.40	6	30.97	32.96
7	30.26	32.16	7	31.77	33.76
8	31.02	32.90	8	32.57	34.55

Employees move horizontally on the above guide.

Pay rate for the following hourly teaching positions will be:

	<u>94-95</u>	<u>95-96</u>
After-school	\$18.30	\$19.22
Bedside or Summer School	26.71	28.05
Curriculum in Summer	32.11	33.72

B. These employees shall also receive:

1. Pro rata tuition reimbursement.
2. Pro rata insurance if entitled under master policies and employed twenty (20) hours or more per week regularly.
3. Pro rata sick leave in accordance with current New Jersey State Board of Education mandates.

C. Appropriate part-time and hourly employees will be required to attend and will be compensated for the in-service programs. The Superintendent's determination as to who is appropriate shall not be grievable.

TEACHER SALARY GUIDE
1994-95

CURRENT YR. OF EXP	BA	MA	MA+30	PhD
A	29319	31619	33819	36019
B	31073	33521	35862	38203
C	32137	34585	36926	39267
D	33201	35649	37990	40331
E	34265	36713	39054	41395
F	34691	37139	39480	41821
G	35409	37857	40198	42539
H	36234	38682	41023	43364
I	37245	39693	42034	44375
J	38283	40730	43071	45412
K	39400	41848	44189	46530
L	40671	43118	45459	47800
M	41841	44289	46630	48971
N	43012	45459	47800	50141
O	45353	47800	50141	52483
P	47268	49716	52057	54398
Q	51079	53526	55867	58208
R	54271	56719	59060	61401
S	58722	61170	63511	65852

Teachers initially employed in the District after October 1, 1989, will achieve their individual maximum step on the BA salary column after six (6) years in the District. If the teacher obtains a Masters Degree from an accredited institution of higher education he/she shall move horizontally to the MA column within one (1) month of receipt of the degree.

TEACHER SALARY GUIDE
1995-1996

CURRENT YR. OF EXP	BA	MA	MA+30	PhD
1	29559	31859	34059	36259
2	31313	33613	35813	38013
3	33067	35515	37856	40197
4	34131	36579	38920	41261
5	35195	37643	39984	42325
6	36259	38707	41048	43389
7	36685	39133	41474	43815
8-12	37403	39851	42192	44533
13	38228	40676	43017	45358
14	39339	41787	44128	46469
15	40377	42824	45165	47506
16	41594	44042	46383	48724
17-18	42865	45312	47653	49994
19	44035	46483	48824	51165
20	45206	47653	49994	52335
21-22	47547	49994	52335	54677
23	50462	52910	55251	57592
24	54273	56720	59061	61402
25-26	57465	59913	62254	64595
27+	61016	63464	65805	68146

Teachers initially employed in the District after October 1, 1989, will achieve their individual maximum step on the BA salary column after six (6) years in the District. If the teacher obtains a Masters Degree from an accredited institution of higher education he/she shall move horizontally to the MA column within one (1) month of receipt of the degree.

ARTICLE XIV

SUPPLEMENTAL SALARIES

The Board of Education agrees to the following supplemental salaries. It is understood that the Board, as it deems necessary, may eliminate any of these positions or create additional ones.

Any employee who receives a separate stipend will not be entitled to any additional compensation for supervising students during the activity or event for which he/she is already receiving pay.

	<u>94-95</u>	<u>95-96</u>
I. <u>HIGH SCHOOL ATHLETICS</u>		
<u>Football</u>		
Head Coach	6426	6552
Assistant Coach(6)	4182	4264
Equipment Manager	3570	3640
Filming	918	936
<u>Soccer (Boys and Girls)</u>		
Head Coach	3978	4056
Assistant Coach	2785	2839
Freshman	2785	2839
<u>Cross Country</u>		
Head Coach	3672	3744
Assisstant	2550	2600
<u>Basketball (Boys and Girls)</u>		
Head Coach	4896	4992
Assistant Coach(2)	3427	3494
<u>Wrestling</u>		
Head Coach	4896	4992
Assistant Coach	3427	3494
Freshman	3427	3494
<u>Baseball</u>		
Head Coach	4182	4264
Assistant Coach(2)	2927	2985
<u>Track (Boys and Girls)</u>		
Head Coach	4182	4264
Assistant Coach(2)	2927	2985
<u>Softball-Girls</u>		
Head Coach	4182	4264
Assistant Coach(2)	2927	2985

	<u>94-95</u>	<u>95-96</u>
I. <u>HIGH SCHOOL ATHLETICS</u> (cont'd)		
<u>Winter Track</u>		
Head Coach	2448	2496
<u>Cheerleading</u>		
Fall	2550	2600
Winter	2550	2600
<u>Field Hockey-Girls</u>		
Head Coach	3978	4056
Assistant Coach	2785	2839
Freshman	2785	2839
<u>Tennis (Boys and Girls)</u>		
Head Coach	3978	4056
Assistant Coach	2785	2839
Girls Head Coach	3978	4056
<u>Golf</u>		
Head Coach	3978	4056
<u>Weight Training</u>		
Fall	1224	1248
Winter	1224	1248
Spring	1224	1248
Summer	2448	2496
II. <u>HIGH SCHOOL INTRAMURAL</u>		
Football	1042	1181
Boy/Girl Track	2040	2080
Coed Basketball	743	842
III. <u>MIDDLE SCHOOL SPORTS</u>		
Basketball-Boy/Girl	2733	3099
Cross Country	1466	1662
Field Hockey	743	842
Recreation-Coed	198	224
IV. <u>ELEMENTARY SPORTS</u>		
If there are any deviations in hours required for an activity, the salary for that activity shall be prorated according to the number of hours actually worked.		
	<u>94-95</u>	<u>95-96</u>
<u>Gymnastics</u>		
Somerset	2040	2080
<u>After School</u>		
Fall/Winter/Spring	4236	4803
Fall/Winter	2825	3203

	<u>94-95</u>	<u>95-96</u>
V. <u>HIGH SCHOOL EXTRACURRICULAR</u>		
<u>Clubs</u>		
Art Club (HS/MS)	614	696
Business	410	465
Debate	1836	1872
Foreign Language	410	465
Home Economics	819	929
Key	2053	2288
Pep	561	636
Ski (HS/MS)	745	845
 <u>Band/Band Front</u>		
Director	3736	4160
Asst Director	2244	2288
Percussion Instructor	1428	1456
Band Front Instructor	1428	1456
Percussion Arranger	757	858
Front Advisor	3060	3120
Stage Band	3019	3120
Winter Guard	819	929
Asst. Winter Guard	410	465
 <u>Class Advisors</u>		
Freshman	819	929
Sophomore	819	929
Junior	819	929
Senior	1640	1859
 <u>Honor Societies</u>		
French	410	465
Italian	410	465
Spanish	410	465
National	410	465
 <u>Miscellaneous Activities</u>		
Academic League	410	465
H.O.P.E.	614	696
Model Congress	410	465
Peer Leadership Crd.	410	465
Stuent Council	1026	1163
 <u>Music/Drama Others</u>		
Choral Accompanist	303	344
Drama/Speech	3736	4160
Vocal Music Director	3736	4160
 <u>Publications</u>		
Canuckling	1496	1696
Tunlaw	2438	2764
Yearbook	2438	2764

	<u>94-95</u>	<u>95-96</u>
V. <u>HIGH SCHOOL EXTRACURRICULAR</u> (cont'd)		
<u>Music/Drama Productions</u>		
Production Director	3060	3120
Asst. Prod. Director	714	728
Musical Director	3060	3120
Asst. Musical Director	881	999
Technical Director	1224	1248
Asst. Tech. Director	982	1113
Choreographer	1632	1664
Lighting Director	760	862
Sound Technical	410	465
VI. <u>MIDDLE SCHOOL EXTRACURRICULAR</u>		
Builders Club	804	912
Drama Advisor	1208	1370
Asst. Drama Advisor	304	345
NJ Math League	410	465
Student Council	819	929
Walnut Review	1193	1353
VII. <u>ELEMENTARY EXTRACURRICULAR</u>		
Afterschool Art	918	936
ASK Program	1224	1248
Kids Help Kids	843	956
Newspaper	466	528
Student Council (EE/SB/WE)	466	528
Drama Club	614	696
Computer Club	816	832
Ski Club	745	832
Student Council Somerset	931	1040
Talent Show	816	832
Band (EE)	931	1056
Chorus (EE)	931	1040

VIII. The Board of Education agrees to pay the following supplemental salaries at the sums indicated:

	<u>94-95</u>	<u>95-96</u>
Learning Consultant	3478	3652

IX. Where feasible, teachers shall be notified no later than April 30 of their supplemental contract status for the ensuing year. Teachers shall sign their supplemental contracts or letter of intent by May 10th, unless at the request of the teacher, an extension has been granted by the Superintendent.

APPENDIX E
FG DISTRICT FACTOR GROUP

Mainland Regional
Margate
Northfield
Port Republic

Edgewater
Fairlawn
Fort Lee
Maywood
Midland Park
New Milford
Rutherford
Wood-Ridge

Chesterfield
Delran
East Ampton
Edgewater Park
Lumberton
Mansfield
Springfield

Gibbsboro
Haddon Township

Avalon
Upper Township

Clearview Regional
Greenwich
Harrison Township
Logan
Woodbury Heights

Secaucus

Delaware Valley Regional
Holland
Kingwood
Lambertville
So. Hunterdon Regional
Stockton
West Amwell

Ewing
Hamilton

Edison
Middlesex Boro
Milltown
Monroe
Old Bridge
Piscataway
South Plainfield

Atlantic Highlands
Eatontown
Howell
Manasquan
Matawan Aberdeen
Red Bank Regional
Spring Lake Heights
Upper Free Regional
Wall

Boonton Town
Butler
Mine Hill
Mt. Arlington
Riverdale
Rockaway
Wharton

Island Heights
Long Beach Island

Bloomington
Lakeland Regional
Little Falls
Pompton Lakes
West Milford

Woodstown-Pilesgrove

Millstone
North Plainfield

Andover Regional
Frankford
Hardyston
Hoptacong
Kittatiny Regional
Lafayette
Ogdensburg
Vernon

Clark

Blairstown
Frelinghuysen
Greenwich
Hardwick
Hope
Liberty
North Warren Regional