

4-0005

18-12

LIBRARY
Institute of Management &
Labor Relations

JUL 2⁰ 1985

RUTGERS UNIVERSITY

AGREEMENT

between the

North Plainfield Board of Education
BOARD OF EDUCATION OF NORTH PLAINFIELD

and the

NORTH PLAINFIELD EDUCATION ASSOCIATION

X 1984 - 1987

THIS DOES NOT
CIRCULATE

TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition	1
II	Negotiation of Successor Agreement	2
III	Grievance Procedure	3
IV	Rights and Responsibilities of Both Parties	6
V	Employee Administration Liaison	7
VI	Sick Leave	8
VII	Temporary Leaves of Absence	9
VIII	Insurance Protection	10
IX	Extended Leaves of Absence	11
X	Agency Fee	12
XI	Salary Deductions	14
XII	Terminal Leave	15
XIII	Miscellaneous Provisions	16
XIV	Duration of the Agreement	18
<u>Appendix A</u>		
Specific Working Conditions for Secretaries		
I	Daily Work Hours	19
II	Vacations	19
III	Holidays	20
IV	Promotions, Transfers and Reassignments	21
Secretarial Salary Guides		
	1984-1985	22
	1985-1986	23
	1986-1987	24
<u>Appendix B</u>		
Specific Working Conditions for Custodial and Maintenance Personnel		
I	Hours and Overtime	25
II	Vacation, Holidays, and Snow Days	26
III	Termination and Suspension	27
IV	Miscellaneous	28
V	Salary	29
	Maintenance and Custodial Salary Guide 1984-1985, 1985-1986 & 1986-1987	30

ARTICLE I
RECOGNITION

A. Pursuant to the provisions of Chapter 123, Laws of 1974, 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. Secretary to the Superintendent
3. Director of Operations
4. Administrative Personnel
5. Supervisory Personnel
6. Supervisor of Buildings & Grounds
7. Cafeteria Manager
8. Secretary of the Board
9. Secretary to the Secretary of the Board
10. Secretary to the Director of Operations

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint 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. 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 or knowledge. 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 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 nontenure 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.
8. 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 V

EMPLOYEE ADMINISTRATION LIAISON

- A. 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 High School, plus Superintendent and two (2) Board representatives, and two (2) building level administrators.
- B. The Liaison Committee shall meet no more than once during each quarter during the effective period of this contract to discuss and review local school problems and practices excluding grievances.
- C. Each side shall submit an agenda of the issues to be discussed three (3) days prior to the meeting.
- D. Each building shall maintain a Liaison Committee composed of one (1) member per each twenty (20) employees but in no event fewer than three (3). Said committee shall meet at least once per month with the building principal.

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.
 2. A member of the employee's family dies. In the case of death of an immediate family member (spouse, parent, child, 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. A staff member may be granted two (2) days of leave to attend to private matters which cannot be handled outside school hours. Application to the administration through the building principal 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. These days may not be taken immediately before nor immediately following a holiday nor during the first or last week of school. Maximum number of employees to utilize private days shall be ten percent (10%) of a classification on any given day. The spirit and the intention of this section is to provide only for an unusually private concern of an individual and, therefore, is not to be interpreted in any manner other than that which has been expressed. If it is established that a staff member takes such leave for other than the above purposes the Superintendent may exercise judgment as to the validity of the request and it may result in the forfeiture of pay for the absence. NPEA will inform membership that this day is not intended to be used for recreation, relaxation, or shopping.

ARTICLE VIII

INSURANCE PROTECTION

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 (100%) percent 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 \$2.00 co-pay prescription plan, including contraceptives.
4. The Board shall provide a full dental plan for each employee.
5. The Board shall provide, effective September 1, 1985, 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 (60%) percent of the individual's monthly salary, exclusive of bonuses and overtime to a maximum benefit of \$2,500 per month.

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 employer from any causes of action, claims, loss of damages incurred as a result of this clause. Mutually agreeable attorneys fees.
- 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 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

ARTICLE XI

SALARY DEDUCTIONS

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.

ARTICLE XIII

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.

ARTICLE XIV

DURATION OF THE AGREEMENT

This Agreement shall become effective July 1, 1984, and continue in effect until June 30, 1987.

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

- 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.

ARTICLE III

HOLIDAYS

The Board will observe paid holidays for full time twelve-month and full time ten-month employees only according to a list published by the Superintendent after the school calendar is adopted each year. As a general practice the following holidays will be observed.

Independence Day (12 months only)
 Labor Day
 Election Day *
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Recess (Christmas Eve through New Year's Day)
 Washington's Birthday (2 days) **
 Good Friday
 Easter Monday
 Memorial Day
 Floating Recess Day

* When included in the school calendar

** Consistent with adopted calendar mid-winter recess

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

SECRETARIAL SALARY GUIDES

1984-85

<u>STEP</u>	<u>SEC.</u> <u>I</u>	<u>SEC.</u> <u>II</u>	<u>SEC.</u> <u>III</u>	<u>SEC.</u> <u>IV</u>
4	\$10,137	-	-	-
5	10,587	-	-	-
6	11,037	-	-	-
7	11,512	\$12,037	\$12,687	\$13,287
8	12,012	12,587	13,262	13,912
9	12,512	13,137	13,837	14,562
10	13,112	13,737	14,437	15,312
11	13,812	14,437	15,187	16,162
12	14,612	15,237	16,037	17,062
13	15,437	16,062	16,987	18,012

Longevity:	10 years	\$200
	15 years	300
	20 years	400

- Notes:
1. The primary secretary to the high school principal shall receive a \$700.00 stipend per annum for supervising ten or more other clerical personnel.
 2. Placement of personnel on the above salary columns is the sole prerogative of the Board of Education.

In lieu of adding a step to the salary guide, all secretaries above maximum shall receive a raise equal to the largest raise granted.

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.

SECRETARIAL SALARY GUIDES

1986-87

<u>STEP</u>	<u>SEC.</u> <u>I</u>	<u>SEC.</u> <u>II</u>	<u>SEC.</u> <u>III</u>	<u>SEC.</u> <u>IV</u>
6	\$11,705	-	-	-
7	12,230	\$12,805	\$13,430	\$14,030
8	12,780	13,405	14,055	14,705
9	13,430	14,030	14,730	15,480
10	14,280	14,800	15,630	16,430
11	15,280	15,930	16,780	17,630
12	16,430	17,080	18,030	18,930
13	17,730	18,300	19,355	20,430

Longevity:	10 years	\$200
	15 years	300
	20 years	400

- Notes:
1. The primary secretary to the high school principal shall receive a \$700.00 stipend per annum for supervising ten or more other clerical personnel.
 2. Placement of personnel on the above salary columns is the sole prerogative of the Board of Education.

In lieu of adding a step to the salary guide, all secretaries above maximum shall receive a raise equal to the largest raise granted.

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.

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 11 months as of July 1st. Two weeks annually for employees who have been with the Board for at least one year and not more than five years as of July 1st. Two weeks plus one day per year after five years for employees who have been with the Board for at least five years but less than ten years as of July 1st. Three weeks per year for employees who have been with the Board for at least ten years but less than fifteen years as of July 2nd. Four weeks per year for employees who have been with the Board for fifteen 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 only according to a list published by the Superintendent after the school calendar is adopted each year. As a general practice the following holidays will be observed.

- Independence Day (12 months only)
- Labor Day
- Election Day*
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Recess (Christmas Eve through New Year's Day)
- Washington's Birthday (2 days)**
- Good Friday
- Easter Monday
- Memorial Day
- Floating Recess Day

* When included in the school calendar

** Consistent with adopted calendar mid-winter recess

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

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. Four (4) uniforms per year, 2 summer and 2 winter.
 - 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 thw 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.

MAINTENANCE AND CUSTODIAL SALARY GUIDE

CUSTODIANS
1984-1985

HEAD CUSTODIANS
1984-1985

MAINTENANCE
1984-1985

7. 12,950
8. 13,575
9. 14,170
10. 15,200
11. 15,920

7. 15,230
8. 15,908
9. 16,680
10. 17,700
11. 18,986

7. 16,647
8. 17,325
9. 18,097
10. 19,117
11. 20,403

ADDITIONAL COMPENSATION

Shift Differential

- a) Second - 6% of Base Salary
- b) Third - 9% of Base Salary

High School Head Custodian
Stipend (Day and Evenings)

1984-1985 - \$300

Outdoor Work

1984-1985 - \$355

Boiler License

1984-1985 - \$355

Longevity:

10 years - \$ 500
15 years - \$ 750
20 years - \$1,000

MAINTENANCE AND CUSTODIAL SALARY GUIDE

1985-86

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>	<u>Maintenance</u>
8	\$13,975	\$16,830	\$18,237
9	14,600	17,288	18,705
10	15,400	18,800	20,217
11	16,260	20,220	21,637

Boiler License	\$383
Shift Differential	6% 2nd shift, 9% 3rd shift
Outdoor Work	\$383
High School Stipend	\$500

1986-87

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>	<u>Maintenance</u>
9	\$15,000	\$17,850	\$19,250
10	15,610	18,540	19,940
11	17,300	21,425	22,825

Boiler License	\$410
Shift Differential	6% 2nd shift, 9% 3rd shift
Outdoor Work	\$410
High School Stipend	\$540

ARTICLE II

EMPLOYEE EQUIPMENT

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 with the Director of Operations, another uniform will be issued.

ARTICLE III

JUST CAUSE

- A. In the case of unsatisfactory performance, the Superintendent or his 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 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.

APPENDIX D
SPECIFIC WORKING CONDITION 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.

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. The teaching staff member being evaluated should be a partner in the evaluation process. Therefore, all monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member.
 - a. A nontenured member shall be evaluated in writing a minimum of three times during the period from April 1 to the following February 15. Two of the

- b. Such reports will be addressed to the teaching staff member with carbon 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 these times.
- 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 (1/5) of the per diem substitute's daily rate after the third event.
- D. Teachers may be required to attend up to twenty-five (25) after-school meetings per year. Each meeting may be up to fifty (50) minutes duration. Teachers are to be advised at the beginning of the school year as to the particular days

- B. 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 policies. No building practices shall be adopted in any unit without the approval of the Superintendent of Schools. Any change in building practice shall then apply to all other units having the same grade level.
- C. A member of the Department of Pupil Services shall meet with the Superintendent of Schools at least once a month, or as deemed necessary, for liaison purposes as outlined in applicable sections of Part B. above.
- D. The Association's representatives shall meet with the Superintendent, two building level administrators, and a committee of the Board at least once a month during the school year, unless it is mutually agreed upon by both parties that a meeting is not deemed necessary. Primary responsibility to call meetings shall rest with the Association. The first Board-Staff meeting shall be held prior to September 20. The Board-Staff Committee shall review and discuss current school practices and problems.

ARTICLE VI

PROTECTION OF STUDENTS, TEACHERS AND PROPERTY

As per school law Title 18A.

ARTICLE VII

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 a teacher is required and/or requested to take by the administration.

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.

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 IX

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,

ARTICLE XI

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 (10%) percent 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

ARTICLE XIII

PART-TIME/HOURLY EMPLOYEES WAGES AND BENEFITS

- A. Part-time hourly employees, currently identified as compensatory, supplemental and title teachers shall receive \$15.20 per hour for 1984-1985 school year, \$16.50 per hour for the 1985-1986 school year and \$17.80 per hour for 1986-1987.
- 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.

TEACHER SALARY GUIDE

1984-1985

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>PhD</u>
0	\$15,624	\$16,624	\$17,674	\$18,024
1	15,874	16,874	17,924	18,274
2	16,424	17,424	18,474	18,949
3	16,974	17,974	19,024	19,624
4	17,524	18,524	19,574	20,299
5	18,074	19,074	20,124	20,974
6	18,624	19,624	20,674	21,649
7	19,174	20,174	21,224	22,324
8	19,824	20,799	21,774	23,049
9	20,474	21,524	22,449	23,899
10	21,124	22,249	23,249	24,749
11	21,774	22,974	24,049	25,599
12	22,424	23,699	24,849	26,449
13	23,099	24,449	25,674	27,324
14	23,774	25,199	26,499	28,199
15	24,474	25,999	27,349	29,099
16	25,274	26,899	28,299	30,099
17	26,174	27,899	29,399	31,199
18	27,174	28,999	30,649	32,499
19	28,274	30,199	31,999	33,899
20	29,574	31,599	33,449	35,399
21	30,974	33,124	35,174	37,224

TEACHER SALARY GUIDE

1985-1986

STEP	BA	MA	MA+30	PhD
1	16,896	17,896	18,946	19,421
2	17,146	18,146	19,196	19,671
3	17,721	18,721	19,771	20,371
4	18,296	19,296	20,346	21,071
5	18,871	19,871	20,921	21,771
6	19,446	20,446	21,496	22,471
7	20,021	21,021	22,071	23,171
8	20,696	21,696	22,746	23,921
9	21,371	22,446	23,446	24,796
10	22,046	23,196	24,271	25,671
11	22,721	23,947	25,121	26,546
12	23,396	24,696	25,971	27,446
13	24,096	25,496	26,846	28,396
14	24,846	26,346	27,746	29,396
15	25,646	27,246	28,746	30,496
16	26,546	28,246	29,846	31,696
17	27,546	29,346	31,046	32,996
18	28,746	30,646	32,446	34,396
19	30,046	32,046	33,946	35,996
20	31,446	33,546	35,596	37,646
21	33,196	35,371	37,446	39,521

TEACHER SALARY GUIDE

1986-1987

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>PhD</u>
2	18,160	19,160	20,210	20,810
3	18,410	19,410	20,460	21,060
4	18,985	19,985	21,035	21,735
5	19,585	20,585	21,635	22,460
6	20,185	21,185	22,235	23,180
7	20,785	21,785	22,835	23,910
8	21,485	22,485	23,535	24,685
9	22,185	23,260	24,260	25,585
10	22,885	24,035	25,110	26,485
11	23,585	24,810	25,985	27,385
12	24,285	25,585	26,860	28,385
13	25,035	26,435	27,760	29,435
14	25,835	27,335	28,760	30,585
15	26,735	28,335	29,860	31,835
16	27,735	29,485	31,060	33,185
17	28,935	30,735	32,460	34,685
18	30,385	32,185	34,060	36,285
19	31,935	33,835	35,810	37,985
20	33,585	35,610	37,685	39,785
21	35,360	37,560	39,660	41,760

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.

I. Athletic Coaches Pay Scale

	<u>1984-1985</u>	<u>1985-1986</u>	<u>1986-1987</u>
<u>Football</u>			
Head Coach	\$3,111	\$3,357	\$3,602
Assistant Coach	1,784	1,925	2,066
Equipment Manager	1,566	1,690	1,813
Trainer - Fall Sports	1,745	1,883	2,020
- Winter Sports	1,745	1,883	2,020
- Spring Sports	1,745	1,883	2,020
<u>Soccer</u>			
Head Coach	1,932	2,085	2,237
Assistant Coach	1,261	1,361	1,460
<u>Field Hockey</u>			
Head Coach	1,932	2,085	2,285
Assistant Coach	1,261	1,361	1,460
<u>Cross Country</u>			
Head Coach	1,302	1,405	1,508
<u>Basketball (Boys and Girls)</u>			
Head Coach	2,448	2,641	2,834
Assistant Coach	1,607	1,734	1,861
<u>Winter Track</u>			
Head Coach	1,172	1,265	1,357
<u>Wrestling</u>			
Head Coach	2,448	2,641	2,834
Assistant Coach	1,607	1,734	1,861
<u>Baseball</u>			
Head Coach	2,011	2,170	2,328
Assistant Coach	1,389	1,499	1,608
<u>Softball (Girls)</u>			
Head Coach	2,011	2,170	2,328
Assistant Coach	1,389	1,499	1,608

<u>Track</u>			
Head Coach	2,011	2,170	2,328
Assistant Coach	1,389	1,499	1,608
<u>Tennis (Boys and Girls)</u>			
Head Coach	2,011	2,170	2,328
Assistant Coach	1,389	1,499	1,608
<u>Golf</u>			
Head Coach	1,056	1,139	1,222

II. Intramural Pay Scale

A. 2-Hour Rate

Days	Activity			
25	M.S. Wrestling	429	463	497
35	Archery	597	644	691
30	Fall Tennis	525	566	607
45	M.S. Football (Boys)	768	829	890
45	M.S. Baseball (Boys)	768	829	890
45	M.S. Track (Boys)	768	829	890
60	Modern Dance	1,016	1,096	1,176
	M.S. Gymnastics	951	1,026	1,101
	M.S. Soccer (Boys)	768	829	890

B. 1-1/2-Hour Rate

23	Bowling	299	323	347
27	H.S. Floor Hockey (Boys)	340	367	394
27	M.S. Volleyball (Girls)	340	367	394
23	H.S. Softball (Girls)	299	323	347
27	H.S. Badminton (Girls)	340	367	394
23	Spring Tennis	299	323	347
27	M.S. Girls' Spring Sports	340	367	394
30	H.S. Volleyball (Girls)	381	411	441
33	H.S. Hockey (Girls)	429	463	497
40	M.S. Basketball (Boys)	525	566	607
33	M.S. Hockey & Soccer (Girls)	445	480	515
30	H.S. Basketball (Girls)	381	411	441
50	H.S. Basketball (Boys)	655	707	759
23	Weight Training (Fall)	299	323	347
40	Weight Training (Spring)	517	558	599
23	Coed Recreation	299	323	347
27	Swimming	340	367	394

C. 1-1/4-Hour Rate

160	Elementary (3 sessions)	1,852	1,998	2,144
-----	-------------------------	-------	-------	-------

- D. 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.
- E. Any teacher required to supervise an afternoon dance, bazaar, basketball game, wrestling meet, baseball game, or a soccer game shall be paid at the rate per event of \$13.36 for 1984-1985, \$14.42 for 1985-1986 and \$15.47 for 1986-1987. All evening and Saturday events shall be paid at the rate per hour of \$8.56 for 1984-1985, \$9.24 for 1985-1986 and \$9.91 for 1986-1987.

III. Extra-Curricular Activity Pay Scale

	<u>1984-1985</u>	<u>1985-1986</u>	<u>1986-1987</u>
<u>Activity</u>			
Cheerleading	\$2,211	\$2,386	\$2,561
Dramatics/Speech	1,290	1,392	1,494
Tunlaw Sr.	842	909	975
Yearbook	842	909	975
Debate Club	842	909	975
Band Front	1,234	1,331	1,428
Tunlaw Jr.	412	445	477
Future Teachers	283	305	327
Stage Supervisors	525	566	607
Stage Band Advisor	1,016	1,096	1,176
Vocal Music Director	1,290	1,392	1,494
<u>Additional Activities</u>			
Marching Band Director	1,290	1,392	1,494
Art Club, Middle School	212	229	246
Business Club	142	153	164
Chess Club	142	153	164
Class Advisors			
Freshman	283	305	327
Sophomore	283	305	327
Junior	283	305	327
Senior	565	610	655
Foreign Language Club	142	153	164
Gymnastics Club	212	229	246
Jeopardy Team	142	153	164
Key Club	708	764	820
Model Congress	142	153	164
National Honor Society	142	153	164
N.J. Mathematics League	142	153	164
Student Council, High School	354	382	410
Student Council, Middle School	142	153	164
Canuckling	516	557	598
Home Economics Club	283	305	327
Pep Club	194	209	224
Deca (Distributive Education Clubs of America)	129	139	149
Ski Club	258	278	298

IV. Other Supplemental Salaries

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

	<u>1984-1985</u>	<u>1985-1986</u>	<u>1986-1987</u>
Learning Consultant	\$1,778	\$1,918	\$2,058
Head Teacher, Home			
Economics	485	523	561
Teacher in Charge	592	639	686

- V. 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.