FINAL

AGREEMENT

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

JULY 1, 2023 TO JUNE 30, 2028

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

1515 Stelton Road Piscataway, NJ 08854 732-572-2289

MEMBERS

Shantell Cherry, President
Tom Connors, Vice President
Nancy Corradino
Courtney King
Kimberly Lane
Sarah Rashid
Nancy Salgado-Cowan
Zoe Scotto
Brenda Smith

NEGOTIATING TEAM

Frank Ranelli Superintendent

David Oliveira Business Administrator

Colleen Pongratz Director of Human Resources

Raymond A. Cassetta Consultant to the Board

Shantell Cherry Board President
Courtney King Board Member
Kimberly Lane Board Member
Sarah Rashid Board Member

PISCATAWAY TOWNSHIP EDUCATION ASSOCIATION

31 Stelton Road, Suite 6 Piscataway, NJ 08854 (732) 752-0960

OFFICERS

Joe Toma President

Lisa Sudfield 1st Vice President Jessica Ritchie-Ruta Membership Chair

Christie Hall Treasurer

Richard Brown Recording Secretary

Deirdre Austin 2nd VP Paraprofessionals/Aides

Terri Briggs-Jones 2nd VP Secretaries/Clerks

Jeanette Magrino 2nd VP Teachers/Certified Personnel

Mary Gordon 2nd VP Transportation

NEGOTIATING TEAM

Greg Applegate Teachers 4-5

Deirdre Austin Paraprofessionals/Aides

George Batalas
Terri Briggs-Jones
Secretaries/Clerks
Richard Brown
Certified Personnel
Mary Gordon
Transportation
Christie Hall
Teachers K-3

Jeanette Magrino Teachers 4-5/Certified Personnel

Keith Presty NJEA/Uni-Serv Consultant

Lisa Sudfield Teachers 9-12 Joe Toma President

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ARTICLE I

RECOGNITION

A. UNIT

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

Classroom Teacher Support Specialist School Nurse **School Counselor** Media Specialist School Social Worker **Psychologist Teacher-Coordinator** Teacher/Dean of Students Learning Disabilities Teacher- Consultant Speech Therapist English as a Second Language Instructor Paraprofessional Clerk, Secretary Registered Nurse **Bus Driver**

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

B. DEFINITION

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

custodians, grounds, mechanical/building trades', unless otherwise indicated. The term "paraprofessional" shall refer to ESL, Basic Skills, Special Education, Kindergarten, LPN and Security Aides. The term "secretary" shall include secretaries and clerks unless otherwise indicated. The terms Registered Nurse, Bus Driver, shall refer respectively to those positions only.

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

ARTICLE II

NEGOTIATION PROCEDURE

A. APPLICABILITY OF NEGOTIATIONS

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

B. <u>REPRESENTATION</u>

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

C. SUCCESSOR AGREEMENT

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

D. MAINTENANCE OF WORK RULES

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

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

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

B. <u>ADJUSTMENT OF GRIEVANCE</u>

- 1. Any employee who claims to be aggrieved shall first discuss the problem with the lowest appropriate supervisor within fifteen (15) work days of the treatment, act or the initiating of a condition which is the basis of the claim, with the object of resolving the matter informally. Any such informal resolution of a grievance shall be consistent with this Agreement.
- 2. All grievances beyond B-1 above shall be processed by the Association.

- 3. If no formal resolution has been reached within the fifteen (15) day period pursuant to B-1 above, the employee may initiate a formal grievance by submitting the matter in writing to the next higher authority within five (5) work days of the expiration of the aforementioned fifteen (15) day period. This initial written grievance shall make known the full details of the situation so that a decision can be based on total pertinent information. The written grievance shall specify the interpretation, application, or violation of policies, agreements and administrative decision giving rise to the grievance and the proposed remedy, which remedy shall not limit the Association and the Board from agreeing to nor an arbitrator from awarding other appropriate remedies. The Association shall simultaneously deliver a copy of the formal written complaint to the lowest appropriate supervisor with whom an informal resolution was sought and this Supervisor shall be afforded the opportunity of submitting a written comment for attachment to the formal complaint and consideration by the next higher authority. The Supervisor to whom the written grievance has been submitted shall review the material presented, may discuss the issue with the parties involved, and shall render a written decision within eight (8) work days after the grievance was received.
- 4. The Association may appeal a decision in writing to each higher administrative level in turn. For grievances originating at the High School, the sequence shall be: immediate Supervisor, Principal, Superintendent. At all other schools, the sequence shall be: Building Principal, Superintendent. For grievances involving custodians, grounds, mechanical/building trades 'employees, the sequence shall be: immediate Supervisor, Business Administrator, Superintendent. For grievances involving transportation employees, the sequence shall be: the Transportation Supervisor, Business Administrator, and Superintendent. Each written appeal shall be made within eight (8) work days of the preceding Supervisor's decision or within eight (8) work days of the expiration of the time limit for such a decision as specified in B-3 and B-11 herein.
- 5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records thus far accumulated plus its written reason for forwarding the appeal within eight (8) work days of the Superintendent's decision and notify the Superintendent of its action. The Secretary shall promptly notify the Board. The Board may hold a meeting and/or hearing with the grievant and representatives. If the grievant's appeal is received by the Board Secretary at least ten (10) work days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing not later than five (5) work days following the regularly scheduled Board Meeting.
- 6. If the grievance appeal is received less than ten (10) work days prior to the Agenda Meeting or if a Grievance Meeting or Hearing cannot be concluded prior to the

Board Agenda Meeting, the response of the Board of Education shall be delayed until five (5) work days following the second subsequent regularly scheduled Board Meeting.

- 7. If the Association is dissatisfied with the determination of the Board of Education, it may, within eight (8) work days, initiate binding arbitration by submitting to the Board of Education a written notice of its intent to arbitrate.
 - a. The Association may request the Public Employment Relations Commission to initiate arbitration procedures pursuant to the Commission's rules and regulations.
 - b. Rights, duties, and jurisdiction of arbitrator:
 - 1. Before the submission of a grievance to arbitration each party shall, in writing, set forth the issue or issues to be determined and /or considered by the arbitrator.
 - 2. The arbitrator must be limited to a consideration of the issues presented.
 - 3. The arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.
 - 4. The determination of the arbitration must be limited to the express terms and/or conditions of the Agreement which are the subject of the grievance.
 - 5. Disputes involving questions of unfair labor practice, scope of negotiations questions, questions of representation and any other matters within the jurisdiction of the Public Employment Relations Commission as well as constitutional issues shall not be arbitral. Furthermore, either party shall have the right to challenge in court any arbitration award on the grounds that the arbitrator misconstrued or misapplied principals of law.
 - c. Cost: The Board and the Association shall share equally the cost of the arbitrator.
- 8. Notwithstanding anything contained in this Article to the contrary, all notices of appeal must be made in writing within eight (8) work days of written decision to the next higher authority, otherwise the appeal shall be deemed abandoned. No

- written decisions shall be required if the employee(s) in writing advises the hearing authority that its decision will not be appealed.
- 9. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 10. All meetings and hearings under this procedure, as stated in this ARTICLE III in its entirety, shall be conducted in private and shall include only such parties in interest and their designated representatives.
- 11. In the event a grievance is brought up for consideration during the summer recess and if the Principal (or immediate Supervisor if applicable) is not available after the closing of school for procedures outlined in Paragraphs B-1 and B-4, then the employee may proceed to the next appropriate level, with the "school day" defined as a normal work day.
- 12. In the event that a meeting is held to review the grievance at any level, the time limit for the Supervisor's response shall be extended by eight (8) work days.
- 13. The Association shall have the right to present grievances on behalf of itself or any member of the bargaining unit. Arbitration of such grievance shall, if legally permissible, be limited to five (5) per contract year and retroactive compensation, if any, shall be computed from no earlier than the date of initial submission of the grievance. Arbitration costs for such grievances shall be assumed by the Association.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

1. <u>INFORMATION</u>

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

2. <u>BULLETIN BOARDS</u>

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

3. MEETING FACILITIES

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

4. MAIL FACILITIES

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

5. FACULTY MEETINGS

An Association Representative may speak to the teachers at the end of any faculty meeting for at least fifteen (15) minutes on the request of the representative.

6. ASSOCIATION — SUPERINTENDENT LIAISON

The Superintendent and other central office administrators designated by the Superintendent will meet whenever necessary with a committee of the Association appointed by the Association to discuss matters of relevance to the school system. The Superintendent and the Association will meet within two (2) weeks of a request for such a meeting.

7. <u>ASSOCIATION LEAVE</u>

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

- 2. The President of the Association shall be credited with salary guide and longevity credit for time spent as President.
- 3. Every effort shall be made to provide time, exclusive of work duties, in the schedule of the President of the Piscataway Township Education Association for the pursuit of Association business.
- 4. Whenever any representative of the Association or any employee is scheduled by the parties to participate during working hours in meetings or conferences, the employee shall suffer no loss in pay. The Board shall allow up to three (3) days for two (2) representatives of the Association to attend conferences and conventions of affiliated professional organizations with pay.
- 5. Negotiations sessions or grievance proceedings or arbitration proceedings shall not be held during the school day except by mutual agreement. If meetings are held, employees shall suffer no loss of pay.

8. RIGHTS OF REPRESENTATION

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

9. ORIENTATION OF NEW TEACHERS

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

10. ASSOCIATION IDENTIFICATION

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

11. <u>WORKPLACE DEMOCRACY ENHANCEMENT ACT</u>

34:13A-5.13. Access to members of negotiations units

- a. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units.
- b. Access includes, but is not limited to, the following:
 - (1) the right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
 - (2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and
 - (3) the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
- c. Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1 following the effective date [May 18, 2018] of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

- d. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).
- e. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.
- f. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

34:13A-5.14. Certain actions of public employer relative to negotiations unit members prohibited.

- a. A public employer shall not encourage negotiations unit members to resign or relinquish membership in an exclusive representative employee organization and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to an exclusive representative employee organization.
- b. A public employer shall not encourage or discourage an employee from joining, forming or assisting an employee organization.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities conferred upon and vested in it by statutes and the Constitution of New Jersey and of the United States, including the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
 - 2. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, demotion, promotion, transfer or to take what disciplinary action as may be required.
- B. The exercise of the foregoing power, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States.

ARTICLE VI

DEDUCTIONS FROM SALARY

A. DUES DEDUCTIONS

1. Procedure

The Board agrees to deduct dues from the salaries of its employees for the PTEA, the MCEA, the NJEA and the NEA as said employees individually and voluntarily, and in writing authorize the Board to deduct. Such deductions shall be made in twenty equal payments and in compliance with Chapter 123, Public Laws of 1969 (NJSA 52:14-15 9e) and under the rules established by the State Department of Education. Said monies together with record of any corrections shall be transmitted to the Treasurer of the PTEA or its designated representative by the 5th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate Association or

Associations. The Board has no responsibility and/or liability to any person, corporation or Association for any failure, error, omission, mistake or loss in making said deduction.

2. Certification of Dues

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

3. Authorization

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

B. OTHER DEDUCTIONS

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

ARTICLE VII

HEALTH CARE COVERAGE

A. HOSPITALIZATION AND MEDICAL INSURANCE

- 1. The Board agrees to provide, in accordance with Chapter 78, Public Laws of 2011, for all eligible employees and their dependents represented by the Association, medical, hospitalization and major medical coverage through one of the following plans, Traditional, Preferred Provider Organization (PPO) or Point of Service (POS) at the employee's option.
- 2. The Traditional Indemnity insurance program shall include the following components.
 - a. Voluntary second surgical opinion for non-emergency surgery.

- b. Major Medical annual deductibles shall be \$200 for individual; \$400 for family.
- c. The Major Medical co-insurance factor shall be 80% of \$3,000 after annual deductible is met. Covered expenses beyond \$3,000 will be payable at the rate of 100%.
- d. Employees who were enrolled in the Traditional insurance program prior to July 1, 2005, shall be permitted to remain in the Traditional insurance program for the duration of this agreement, effective July 1, 2005, employees other than those specified above will not be permitted to enroll in the Traditional insurance program.
- 3. The Board agrees to provide for all eligible employees with twenty-five (25) or more years of service in the district health insurance at retirement pursuant to rules and regulations of the New Jersey Division of Pension and Benefits.

4. <u>Preferred Provider Program (PPO)</u>

All employees who are either hired or become eligible for insurance benefits on or after October 1, 2005, who do not waive insurance coverage, will be required to enroll in either the Preferred Provider Program (PPO) or the Point of Service (POS). If the employee elects to enroll his/her dependents, the employee and his/her dependents must be enrolled in the Point of Service (POS) program. After five (5) years of employment with insurance benefits eligibility the employee and his/her dependents may be enrolled in the Preferred Provider Program (PPO).

5. During the term of this Agreement the Board shall have the right to transition from the current medical insurance carrier to the School Employees Health Benefits Plan.

B. DENTAL INSURANCE

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

C. PHARMACEUTICAL INSURANCE

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

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

a.	Non-preferred	\$ 30
	Preferred	\$ 15
	Generic preferred	\$ 10

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

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

a.	Non-preferred	\$ 50
	Preferred	\$ 25
	Generic preferred	\$ 10

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

D. MINIMUM HOURS REQUIRED

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

E. MEDICAL INSURANCE WAIVER OPTION

Once an employee makes an election to waive insurance coverage, he/she may only return to insurance coverage during the year as a result of a life-changing event such as death of the insured or loss of insurance coverage by the insured. The employee electing to waive health insurance must show proof of insurance through a family member.

ARTICLE VIII

CHILD CARE LEAVE

A. NON-CERTIFICATED PERSONNEL

- 1. Members of the non-certificated staff who have received tenure or have completed three years of service and have been renewed for another year shall be granted, upon receipt of a written request, child care leave following the conclusion of either paid sick leave or utilization of the NJFLA or FMLA, as described below. Requests must be submitted at least sixty days prior to the expiration of the current leave.
- 2. Such leave shall take the following factors into consideration.
 - a. Utilization of sick leave benefits may immediately precede the commencement of said leave.
 - b. The reasonableness of dovetailing staff changes with the school calendar.
 - c. Said child care leave shall be granted in accordance with applicable laws and regulations.
 - d. Return to work date from such leave must be July 1st, September 1st, or February 1st.
- 3. Child care leave shall be without pay for the period outside of sick leave as may be medically certified.
- 4. Child care leave shall be extended, if requested, for an additional period up to one full work year. Such requests must be filed no later than sixty days prior to the expiration of the initial leave. This notice may only be waived for exceptional circumstances and as approved by the Superintendent or designee.
- 5. Any employee with tenure status, or who has completed three years of service and has been renewed for another year, who is adopting an infant preschool child may receive a leave similar to that for child care leave, and which shall commence upon receiving the actual custody of said infant or earlier if necessary to fulfill the requirements for adoption.

B. <u>TEACHERS/CERTIFICATED PERSONNEL</u>

- 1. The Board shall grant upon receipt of a written request a Child Care Leave to extend to the end of the teacher's contract or school year, whichever is applicable. Said written request for "Child Care Leave" following the conclusion of either paid sick leave or utilization of the NJFLA or FMLA shall be made at least sixty days prior to the expiration of the current leave.
- 2. Such leave shall take the following factors into consideration.
 - a. Utilization of sick leave benefits as outlined in Section A of this Article may immediately precede the commencement of said leave.
 - b. The reasonableness of dovetailing staff changes with the school calendar.
 - c. Said Child Care Leave shall be granted in accordance with applicable laws and regulations.
 - d. Return to work date from such leave must be July 1st, September 1st, or February 1st.
- 3. "Child Care Leave" shall be without pay for the period outside the period of sick leave as may be medically certified.
- 4. "Child Care Leave" shall be extended, if requested by a tenured teacher, for one (1) additional school year if said leave was initially requested to commence during any prior school year. Such requests must be filed no later than sixty days prior to the expiration of the initial leave. This notice may only be waived for exceptional circumstances and as approved by the Superintendent or designee.
- 5. Any teacher with tenure status adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the school year and if requested, for one (1) additional school year. No teacher on adopted infant child leave shall, on the basis of said leave be denied the opportunity to substitute in the Piscataway Township Schools in the area of said teacher's certification or competence. Where possible, adequate notice shall be given prior to the commencement of the leave.
- 6. Employees on leave under this article shall notify the Board in writing no later than April 1 of the last year of their leave of their intent to return or not return to the district.

ARTICLE IX

MISCELLANEOUS PROVISIONS

A. DISCRIMINATION

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

B. BOARD POLICY

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

C. SEPARABILITY

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

D. INDIVIDUAL CONTRACT

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

E. PRINTING AGREEMENT

This Agreement shall be posted on the district's website in PDF Format. Two (2) signed copies will be available in each district building. One copy shall be available for review in the building office and one copy shall be maintained by the Association Building Representative.

F. <u>NOTICE</u>

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

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

G. TITLES

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

H. SUBCONTRACTING NOTICE

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

I. REIMBURSEMENT FOR DAMAGE

1. Reimbursement for Personal Property Damage

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

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

J. PAY DAYS

All employees will be paid by direct deposit. All compensation will be paid on the fifteenth and thirtieth of the month unless the pay day falls on a weekend or holiday in which case the direct deposit will be made on the last business day prior to the weekend or holiday. Employees as defined in Article I may individually elect to have increments of their compensation deducted on a semi-monthly basis and deposited in the Central Jersey Federal Credit Union. An employee who elects to discontinue the withdrawal on a 30 day notice shall not be eligible for this deduction until the beginning of the next school year. Forms shall be provided by the Credit Union. However, the Board of Education shall have no responsibility and/or liability for any failure, error, omission, mistake or loss by the Credit Union or for any deduction made by the Board of Education pursuant to this paragraph.

K. STATUTORY SAVINGS CLAUSE

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

L. PERSONNEL RECORDS AND COMPLAINTS

1. Personnel Records

a. <u>File</u>

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

b. <u>Derogatory Material</u>

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

c. Obsolete Material

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

2. <u>Complaints</u>

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

M. SALARY GUIDE ADVANCEMENT

Association employees who are on any type of leave for 50% or more of the work days in their work year will not advance a step on the salary guide in the subsequent year.

ARTICLE X

IN-SERVICE STIPEND

Employees who were eligible to receive an In-Service Stipend on or before June 30, 2020, shall continue to receive the stipend as part of their pensionable salary for the duration of their employment in a position that is represented by the Association.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

A. Sick Leave

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

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

2. Number of Days

a. Twelve (12) month employees shall be granted eleven (11) sick days per year.

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

3. Physician's Certificate

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

4. Work Related Injury

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

5. Payment for Unused Sick Leave at Retirement

Employees shall be reimbursed upon retirement for unused accumulated sick leave at the following rates per accrued day. No reimbursement shall be paid upon deferred retirement. Retirements are effective on the first day of the month following the last paid workday.

Custodians/Grounds/Mechanical/Building Trades	\$27
Paraprofessionals	\$19
Secretaries/Clerks	\$27
Teachers/Certificated Personnel	\$36
Bus Drivers	\$19
Registered Nurses	\$27

B. Personal Leave

1. All employees shall be granted leave with full pay in addition to sick leave and bereavement. Such leave shall not generally be granted on the day immediately before or after a school holiday, vacation or during the first or last week of school

unless good and sufficient reason is provided. Documentary evidence of the reason for such absence shall be submitted when requested by the Superintendent or the Superintendent's designee.

- 2. Twelve (12) month employees shall be granted three (3) personal days each year.
- 3. Ten (10) month employees shall be granted three (3) personal days each year.
- 4. Unused personal leave shall be accumulated as sick leave except for those days carried over for use in a subsequent school year in accordance with sub-section 8 below. Each employee with unused personal days shall make the selection of conversion to sick leave or carry over to the following year at the end of each school year.
- 5. If a staff member receives a court subpoena when not a plaintiff or defendant, they will not be required to use a personal day to fulfill this obligation. They must submit a leave request with a copy of the subpoena in advance of taking the day.
- 6. Other requests for personal leave may be granted at the sole discretion of the Superintendent with loss of pay at the employee's daily rate.
- 7. Application for personal leave shall be submitted in advance whenever possible.
 - a. Application for personal leave shall be submitted at least four (4) workdays in advance except in emergencies. When an emergency personal day is requested the employee will be required to submit good and sufficient reason for the request. Documentary evidence of the reason for such absence shall be submitted when requested by the Superintendent or the Superintendent's designee.
- 8. Employees may carry-over up to three (3) personal days from any year to the following year permitting the use of a maximum of six (6) days in any one year. No more than three (3) personal days may be taken on consecutive school days. The maximum carry over is three (3) personal days. The maximum accrual of personal days is six (6), thereafter, unused personal days shall be accumulated as sick leave.

9. Limitations on Personal Leave

a. Personal leave shall be limited to five (5) custodial, grounds, mechanical/building trade employees on any one day except for religious or emergency purpose.

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

C. Bereavement Leave

- 1. Each employee shall be entitled to five (5) days leave for a period of grief or legal matters to attend to a death of a parent/step-parent, spouse, sole bona fide domestic partner, Civil Union partner, child/step-child, sibling, and grandchild/step-grandchild.
- 2. Each employee shall be entitled to three (3) days leave for a period of grief or legal matters attendant to a death of other members in the immediate family. The "Immediate Family" is interpreted to include mother-in-law, father-in-law, grandmother, grandfather or any other relative who makes his or her home with the family of the employee. In the case of a death in the immediate family, two (2) additional days may be granted by the Superintendent or designee for good and sufficient reason. These additional two (2) days shall be used either within two (2) weeks of the utilization of the initial three (3) days or within one (1) year of the utilization of the three (3) days above for the purpose of attending memorial services.
- 3. One (1) working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the employee.

D. <u>Sick Day Bank</u>

The Piscataway Township Board of Education ("the Board") and the Piscataway Township Education Association ("the Association"), in accordance with the N.J.S.A. 18A:30-10, *et seq.*, hereby establish a sick day donation program for employees of the Board on the terms set forth herein.

PURPOSE

The purpose of the sick day donation program shall be to enable certain employees of the Board, who are entitled to sick leave under N.J.S.A. 18A:30 and faced with a catastrophic illness, to draw needed days of sick leave, donated from other Board employees, in addition to any days to which they are otherwise entitled.

COMMITTEE

The distribution of donated sick days will be administered by a Sick Day Donation Committee (SDDC). The SDDC will be comprised of six members, three selected by the Board and three selected by the Association. In the event of a split decision, the Superintendent will cast the deciding vote. The committee members will:

- 1. Sign an agreement of confidentiality
- 2. Recuse themselves from voting if that committee member, or family member of committee member, is requesting days from the sick day donation program and
- 3. Be reappointed each school year.

PROLOGUE

Employees may donate any number of their personal sick days to the sick day donation program during the school year once requested by the SDDC.

- 1. No sick day which is donated to the sick day donation program, prior to use, can be withdrawn by the employee who donated such sick days without committee approval.
- 2. Donation of sick days does not guarantee future sick day donations approval for any employee. Any employee obtaining approval to receive donated sick days will be required to donate at least one sick day, upon request, to the program upon his/her return to work the following school year when personal sick days are accrued.

PARAMETERS OF USE

Any employee of the Board, who has depleted his/her accrued sick days may submit, to the SDDC, an application requesting additional sick days from the sick day donation program. Certain parameters will apply for requests.

- 1. The request shall not be used to replenish personal sick day banks.
- 2. The request is prompted by a catastrophic illness with short-term life expectancy.
- 3. Sick days awarded hereunder may be used only for the employee's own health condition that qualifies for use of sick days pursuant to applicable law.
- 4. Days that are used will follow the contract of the employee (10-months, 11-month, and 12-month employees)
- 5. During the period in which an employee is using donated sick days, they are prohibited from taking out a new pension loan, or starting a credit union, 403B or any program involving garnishment of pay.
- 6. Sick days awarded to an employee by the SDDC shall not be considered in calculating the total days for which an employee would be entitled to be paid upon cessation of employment.
- 7. Staff member may submit no more than two (2) requests for days from the sick day bank and no request can include days that would extend beyond the end of the school year.

PROCEDURES

The following procedures will be followed for each request.

- 1. An employee (or his/her designee if not able) will submit a sick day donation application (doctors verification required) to the SDDC for additional days from the sick day donation program two weeks (whenever possible) prior to his/her personally accrued sick days depletion.
- 2. The SDDC will analyze and confirm the validity and legality of each request and submit written approval or denial to the employee.
- 3. Any request denied by the SDDC can be appealed to the Superintendent.
- 4. The committee will solicit sick day donations from the staff in order to accommodate the requirements of the sick Day Bank. Out of respect, the identity of the faculty/staff member making the request will NOT be shared. The staff members donating their days, when used, will be notified of the deduction of sick days in their personally accrued sick days. Those individuals who volunteer to donate sick days but who are not selected will be notified of such.
- 5. In the event of a need for additional days, the faculty/staff member must reapply for sick day donations to the SDDC.
- 6. The terms hereof are without prejudice to the parties' respective positions regarding the applicability of Board Policy 3212 and 4212, which are the subject of pending litigation.

ARTICLE XII DURATION OF AGREEMENT

A. Period

This Agreement shall be effective July 1, 2023, and shall continue in effect until June 30, 2028, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

A. Ratification

The terms of this agreement were set forth in a Memorandum of Agreement dated June 1, 2023, and ratified by the respective parties.

By the Piscataway Township Education Association on June 8, 2023.

President:

Joe Toma

Secretary:

By the Piscataway Township Board of Education on June 8, 2023.

President:

Shantell Cherry

Secretary:

David Oliveira

ARTICLE XIII

CUSTODIANS/GROUNDS/MECHANICAL/BUILDING TRADES

A. JOB SECURITY AND SENIORITY

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

entitled to a hearing before the Board, provided a written request for a hearing is received in the Office of the Superintendent or designee within ten (10) working days after receipt by the of the custodians, grounds, mechanical/building trades statement of reasons.

- 8. The Board shall issue its written determination as to the employment or non-employment of said non-tenure custodians, grounds, mechanical/building trades within ten (10) working days after the next regular Board Meeting following the date of the hearing.
- 9. Tenure Personnel shall mean and be applied to any custodians, grounds, mechanical/building trades', other than those newly hired after July 1, 1995, who has been employed for three (3) consecutive years. Such a custodian, grounds, mechanical/building trades shall be under tenure as provided in NJSA 18A:17-3 et seq. Any employee, who as a result of a reduction in force, is recalled to the district shall not be considered newly hired.

10. Lay Off and Recall

- a. Whenever the Board acts, by reason of a reduction in force, to terminate the employment of any custodian covered herein, the following procedures shall be followed:
 - 1. The Board shall provide a written notice of lay off at least four (4) weeks prior to the effective date.
 - 2. Employees shall be selected for lay off in inverse order of seniority within the following categories:
 - (a) Custodian and all other job titles not listed below
 - (b) Grounds
 - (c) Mechanical/Building Trades
 - (d) Other positions differentiated from those above by reason of duties performed and skills required
- b. When vacancy occurs, a laid off custodian, grounds, mechanical/building trades' employee shall be entitled to recall thereto in order of seniority on the appropriate list.
- c. Notice of recall to work shall be sent to the custodians, grounds, mechanical/building trades' employee last known address by registered mail. Within seven (7) days of the receipt of such notice, the custodians,

grounds, mechanical/building trades' employee shall notify the Board of acceptance or rejection of this recall.

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

e. Miscellaneous

- 1. Employment including paid leaves of absence in the Piscataway School District shall be counted in determining seniority. Employees shall remain on the recall list for a period of two (2) years following lay-off.
- 2. Seniority shall be terminated upon resignation or dismissal for cause.
- 3. New unit positions shall be placed in a category as agreed by the parties.
- 4. Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one of employment.
- 5. Seniority shall continue in all categories if a custodians, grounds, mechanical/building trades' employees moves from one category to another within the unit.

11. <u>Administrative Guidelines for Transfer and Promotion</u>

- a. The parties hereby expressly understand that this Section 11 shall not be subject to any arbitration procedure set forth in ARTICLE III.
- b. A transfer and promotion request will be maintained in the office of Human Resources.

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

B. HOURS OF WORK AND OVERTIME

1. All custodians, grounds, mechanical/building trades' employees to whom this Agreement applies will be scheduled to work a forty (40) hour week.

2. Work Week and Work Day

- a. Except in those mutually agreed situations, a normal work week shall be five consecutive days Monday through Saturday. The Administration may occasionally schedule five non-consecutive days in a week, as an exception to the rule of five consecutive days. Anyone working on Sunday shall be paid at a rate of time and one half.
- b. Except in emergencies, all custodians, grounds, mechanical/building trades' employees shall work a normal shift assignment of eight (8) continuous hours per day exclusive of lunch and breaks.
- 3. Overtime at time and one-half times base pay will be paid for authorized time worked over a forty (40) hour week. Overtime pay will not be pyramided. In order to be paid overtime, the custodians, grounds, mechanical/building trades' employee must in fact have worked beyond forty (40) hours in any work week, except that personal leave shall count as work time for the purpose of qualifying for overtime payment.
- 4. No custodians, grounds, mechanical/building trades' employee shall refuse to work overtime except on proof of good cause, if requested. Except in case of emergency, adequate notice of overtime will be given.

- 5. The assignment of additional custodians, grounds, mechanical/building trades' or other personnel after normal school hours for approved functions may be made by the Superintendent or designee but such assignment shall not be in lieu of regularly assigned custodians (just pertains to custodian) at the particular school. Extra custodians, grounds, mechanical/building trades' employees are to be assigned for such purposes. The parties agree that this section shall not be interpreted to restrict the establishment of flexible work schedules nor require the employment of addition to regularly assigned custodians, personnel grounds, mechanical/building trades' employees.
- 6. The Superintendent or designee has the right to determine which shift any custodians, grounds, mechanical/building trades 'employees shall work and to redetermine at any time what hours should compose any shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be either one hour or one-half hour depending upon the length of each work shift. Examples of work shifts are annexed hereto and listed as Paragraph 12.
- 7. Employees may be permitted to leave the school building during their lunch period provided that a black seal fireman's licensed custodians, grounds, mechanical/building trades' employee is on duty in the building.
- 8. The Board or designee may change assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider seniority and will be on notice to the Association and custodians, grounds, mechanical/building trades' employees.
- 9. Overtime pay for work performed during a pay period will be compensated at the end of the next succeeding pay period. If such a day falls on a day when no work is scheduled, the checks shall be issued on the last previous work day.
- 10. Whenever a custodians, grounds, mechanical/building trades' employee is required to return to work for an "emergency call-out" which is separated in time from the assigned shift, he/she shall be guaranteed a minimum of two (2) hours pay.
- 11. Employees temporarily required to perform duties of another employee whose job category is at a higher rate of pay shall be compensated at said higher rate of pay. Employees shall receive the higher rate of pay when they are officially assigned to fill in for an absent person in a higher pay category. Assignments to perform the higher paying job shall be made in writing and the employee shall have the right to refuse the assignment until such time as the assignment is made in writing.

12. The following schedule of work shifts is presented as an example only and should not be construed to restrict or limit the establishment or alterations of actual work shifts as provided in Paragraph 6 of this Section.

First Shift 7:30 AM — 4:30 PM or 8:00 AM- 5:00 PM or as the

Superintendent or designee determines. (Includes a

one (1) hour unpaid lunch period.)

Second Shift 3:00 — 11:30 PM or as the Superintendent or designee

determines. (Includes a one half (½) hour unpaid

lunch period.)

Third Shift 6:00 PM — 2:30 AM or as the Superintendent or

designee determines ½ hour unpaid lunch period.

Fourth Shift 11:00 PM to 7:00 AM including a ½ hour paid lunch

during which the employee must remain in the

building.

Summer Shift During the summer vacation period, all custodians,

grounds, and mechanical/building trades' employees will work from 7:00 AM to 3:30 PM or as the

Superintendent or designee determines with a ½ hour

unpaid lunch period.

13. Snow Removal

Employees shall be compensated at their overtime rate for the hours worked removing snow on days when (1) the schools are closed, (2) there is a delayed opening and (3) when there is an unscheduled early student dismissal.

C. <u>CUSTODIAL, GROUNDS, MECHANICAL/BUILDING TRADES RIGHTS AND RESPONSIBILITIES</u>

- 1. Custodians, grounds, mechanical/building trades' employees recognize that their obligation to the Board is primary. Therefore, no custodians, grounds, mechanical/building trades' employee shall hold any additional job that interferes with employment with the Board.
- 2. A suspended custodians, grounds, mechanical/building trades' employee, who, upon due process hearing, has been cleared of all charges, will be reinstated with full back pay. The Board reserves the right to reinstate any custodians, grounds, mechanical/building trades' employee without back pay if the charges have been substantiated.

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

D. PAID VACATION

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

- 1. Following initial employment the employee will earn one (1) day per full month up until their second July 1st and will be allowed to use their accrued vacation time beginning on the first day of their fourth month of employment.
- 2. Effective on the second July 1^{st} Twelve (12) days

- 3. Effective on the eighth July 1st Fifteen (15) days
- 4. Effective on the thirteenth July 1st Twenty (20) days.
- 5. Employees who received more than twenty (20) vacation days per year prior to July 1, 2006, will continue to receive the higher number of days for the duration of their employment.
- 6. The Board or designee will attempt to arrange vacation to suit the wishes of the custodians, grounds, mechanical/building trades' employee with the understanding that custodians, grounds, mechanical/building trades' employee will be given a choice of vacation periods in order of seniority; however, no vacation schedule shall interfere with the orderly operation of the plant. Normal periods for vacation will be from July 1 through the week of August 15; however, a custodians, grounds, mechanical/building trades' employee may be granted vacation time throughout the year. Where a request for vacation is denied, reasons for said denial shall be specified. Appeals may be made to the Superintendent or the Superintendent's designee.
- 7. Any custodians, grounds, mechanical/building trades' employee who retires or resigns and who has worked at least six (6) months commencing from July 1 in any contract year shall be eligible for payment of accumulated vacation on a prorated monthly basis of time worked.
- 8. Custodians, grounds, mechanical/building trades' employees may, at the employee's option, exchange two (2) unused vacation days for cash at the employee's per diem rate of pay each year.

E. PERSONAL AND SICK LEAVE

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

F. HOLIDAYS

- 1. There shall be a minimum of fourteen (14) paid holidays each year July 1 through June 30.
- 2. A joint Committee as provided in Section I shall meet and confer prior to the designation of specific holidays for each contract year.
- 3. In any emergency or for good cause, the Board or its authorized agent may require any custodians, grounds, and mechanical/building trades' employee to work on a designated paid holiday. Payment shall be at the rate of double time in addition to base pay for the day.
- 4. If any of the designated holidays fall on a Saturday or Sunday, it is understood that either compensatory time off or an additional day's pay will be granted to each custodians, grounds, mechanical/building trades' employee.
- 5. If a holiday falls during a custodians, grounds, mechanical/building trades' employees' vacation period, the custodians, grounds, mechanical/building trades' employee shall receive an additional day off with pay.

G. <u>SALARY</u>

- 1. The salaries of custodians, grounds, mechanical/building trades' covered in this Agreement shall be as set forth in Section K of this Article.
- 2. During the contract year, in event of a transfer of a custodians, grounds, mechanical/building trades' employee from one job classification to another, the custodian's salary shall be adjusted by an amount equal to the differential between job classifications on a prorated basis. A custodians, grounds, mechanical/building trades' temporarily assigned to a lower job classification shall maintain his/her contract.
- 3. In the event that, in the absence of a custodians, grounds, mechanical/building trades' supervisor, a custodians, grounds, mechanical/building trades' employee who is the holder of a black seal boiler license assumes the duties of the custodial supervisor, said custodians, grounds, mechanical/building trades' employee shall be compensated for such time at an additional \$1.25 per hour.
- 4. The Board shall compensate maintenance and grounds employees three hundred dollars (\$300.00) in addition to those rates set forth in section K for a certificate of advanced training that meets the following criteria:

- a. The employee must complete at least thirty (30) hours of instruction during non-working hours.
- b. The training must be directly related to the maintenance and ground employee's current assignment and not to an assignment to which the employee is occasionally assigned.
- c. The employee must receive advanced approval for all new training from the Administration stating that the training qualifies for the additional compensation.

H. CUSTODIANS, GROUNDS, MECHANICAL/BUILDING TRADES FACILITIES

- 1. The Board will provide uniforms for all custodians, grounds, mechanical/building trades' employees annually and a choice of a winterized jacket or sweatshirt annually.
- 2. The Board will make every effort to provide adequate lockers, lunch and sanitation facilities in each school.
- 3. The Board will arrange for a telephone system to enable custodians, grounds, mechanical/building trades' to report unavailability for work.
- 4. The Board will provide grounds and mechanical/building trades 'employees an allowance of four hundred dollars (\$400) at a store of the Board's choice for the purchase of safety shoes and other equipment. Effective July 1, 2024, and July 1, 2026, the stipend shall increase by fifty dollars (\$50). The Board shall provide custodial (just custodians) employees an allowance of two hundred dollars (\$200) at a store of the Board's choice for the purchase of safety shoes and other equipment. Safety shoes must be worn while on the job. The purchase of shoes and other equipment shall be done on off duty time.

I. <u>JOINT COMMITTEE</u>

1. The parties hereto believe that the efficiency of the respective custodians, grounds, mechanical/building trades' employees service to the student population of the schools and the welfare of the custodians, grounds, mechanical/building trades' employees will be better served by periodic meetings of a joint committee wherein both the employer and the custodians, grounds, mechanical/building trades' employees may discuss and implement suggestions for improving the services of the custodians, grounds, mechanical/building trades' employees.

2. The committee shall consist of the Superintendent or designee and two (2) other members designated by the Superintendent and three (3) members designated by the Association. The Joint Committee shall meet upon the request of either the Superintendent's designee or the Association from time to time during the year on a date and time mutually determined by members of each committee.

J. CUSTODIANS, GROUNDS, MECHANICAL/BUILDING TRADES IMPROVEMENT

- 1. In an attempt to provide the most efficient and economical work force possible, the Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, training sessions, or other sessions which a custodians, grounds, mechanical/building trades' employee is required and/or requested by the Administration to take.
- 2. The Board agrees to pay up to two hundred and twenty-five (\$225) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such course, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approve criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of appropriate receipts.
- 3. The Board and Association may agree to exceptions without prejudice to any other request.
- 4. The Board agrees to cooperate with the Association in arranging in-service course, workshops and programs designed to improve the quality of work performed by its custodians, grounds, and mechanical/building trades' employees. In-service programs shall be conducted during the normal work day.

K. SALARY SCHEDULES FOR CUSTODIANS, GROUNDS, MECHANICAL/BUILDING TRADES

2023-2024

STEP	CUSTODIANS	GROUNDS	MECHANICAL/ BUILDING TRADES
1	40,440	44,640	47,740
2	41,540	45,740	48,840
3	42,640	46,840	49,940
4	43,740	47,940	51,040
5	44,757	49,320	52,642
6	45,939	50,588	53,974
7	47,042	51,780	55,230
8	48,168	52,998	56,514
9	49,316	54,240	57,825
10	50,388	55,608	59,263
11	51,807	57,027	60,731
12	53,965	59,486	63,288
OFF GUIDE			
1	65,271		76,793
OFF GUIDE 2			72,064

STEP	CUSTODIANS	GROUNDS	MECHANICAL/ BUILDING TRADES
1	41,590	45,790	48,890
2	42,690	46,890	49,990
3	43,790	47,990	51,090
4	44,890	49,090	52,190
5	45,907	50,470	53,792
6	47,089	51,738	55,124
7	48,192	52,930	56,380
8	49,318	54,148	57,664
9	50,466	55,390	58,975
10	51,538	56,758	60,413
11	52,957	58,177	61,881
12	55,115	60,636	64,438
OFF GUIDE			
1	66,421		77,943
OFF GUIDE 2			73,214

SALARY SCHEDULES FOR CUSTODIANS, GROUNDS, MECHANICAL/BUILDING TRADES

2025-2026

STEP	CUSTODIANS	GROUNDS	MECHANICAL/ BUILDING TRADES
1-3	44,940	49,140	52,240
4	46,040	50,240	53,340
5	47,057	51,620	54,942
6	48,239	52,888	56,274
7	49,342	54,080	57,530
8	50,468	55,298	58,814
9	51,616	56,540	60,125
10	52,688	57,908	61,563
11	54,107	59,327	63,031
12	56,265	61,786	65,588
OFF GUIDE			
1	67,571		79,093
OFF GUIDE			
2			74,364

STEP	CUSTODIANS	GROUNDS	MECHANICAL/ BUILDING TRADES
1-3	46,395	50,595	53,695
4	47,495	51,695	54,795
5	48,512	53,075	56,397
6	49,694	54,343	57,729
7	50,797	55,535	58,985
8	51,923	56,753	60,269
9	53,071	57,995	61,580
10	54,143	59,363	63,018
11	55,562	60,782	64,486
12	57,720	63,241	67,043
OFF GUIDE			
1	69,026		80,548
OFF GUIDE			040
2			75,819

SALARY SCHEDULES FOR CUSTODIANS, GROUNDS, MECHANICAL/BUILDING TRADES

STEP	CUSTODIANS	GROUNDS	MECHANICAL/ BUILDING TRADES
1-3	47,955	52,155	55,255
4	49,055	53,255	56,355
5	50,072	54,635	57,957
6	51,254	55,903	59,289
7	52,357	57,095	60,545
8	53,483	58,313	61,829
9	54,631	59,555	63,140
10	55,703	60,923	64,578
11	57,122	62,342	66,046

2027-2028

Effective July 1, 2023, for employees identified in this Article, longevity payments begin on the first day of the school or work year following the eligibility date. For example, an employee with a January 1, 2023 hire date who has completed the required number of years of continuous service on January 1, 2033, would be eligible for longevity on the first day of the 2033-34 school or work year, if still employed and present for work. A break in service occurs when an employee resigns or declines an offer of reemployment after a layoff. The amounts listed below are not cumulative.

64,801

68,603

82,108

77,379

After the fifteenth year \$750 After the twentieth year \$1,250

12

OFF GUIDE

1 OFF GUIDE

Hourly rate = salary + longevity divided by 2080 hours

59,280

70,586

Employees who earned tenth year longevity prior to July 1, 2023 will continue to receive the longevity pay. Effective July 1, 2023, employees will no longer be eligible for longevity pay until after completion of the fifteenth year.

ARTICLE XIV PARAPROFESSIONALS

A. <u>LEAVES</u>

1. Leave of Absence Without Pay

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

B. COMPENSATION

1. Rates of pay are listed in Section H of this Article

2. Definitions

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

b. Service Categories

- 1. Less than one (1) year of service by September 1.
- 2. At least one (1) year but less than six (6) years of service by September 1.
- 3. Six (6) or more years of service by September 1.

3. Annualized Salary

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

- b. The annualized salary calculation shall be made by multiplying the appropriate hourly rate by the scheduled yearly work hours and adding ten (10) paid holidays. Paraprofessionals who are initially employed on or after July 1, 2014, will not have the ten (10) paid holidays added to their annual salary.
- c. The scheduled yearly work hours shall include as full work days all school days, orientation days, workshop days, and the day prior to Thanksgiving; and as partial days, all four (4) hour conference days, and four (4) hour end-of-year days.
- d. No payroll deduction will be made for emergency school closing, and no extra compensation will be paid for any "make-up" days.
- e. Additional hours worked beyond the scheduled annual work hours shall be compensated at the appropriate hourly rate.
- 4. An hourly rate differential will be paid to any paraprofessional who possesses a teacher aide certificate, an Associate Degree as a teacher assistant or a regular teacher certificate.

C. WORKING CONDITIONS

- 1. Paraprofessionals who work five (5) hours or more daily shall be entitled to a duty-free lunch period without pay for at least thirty (30) consecutive minutes.
- 2. Paraprofessionals who work five (5) hours or more daily shall receive two (2) break periods of ten (10) minutes each day.
- 3. Whenever any paraprofessional is required or requested by a supervisor to work more than the scheduled number of daily work hours, such additional time shall be paid at the appropriate hourly rate or through the practice of compensatory time off subject to the approval of both the paraprofessional and the immediate supervisor.
- 4. Whenever a paraprofessional is required or requested by an authorized supervisor to attend any workshop, seminar, or other in-service training session, the paraprofessional shall receive payment for the time in attendance at such session (subject to 3 above) as well as reimbursement for reasonable expenses including fees, meals and transportation. Requests for such reimbursement shall be documented.

- 5. No paraprofessional shall be disciplined or reprimanded without just cause. No paraprofessional who has completed a probationary period of three (3) years of employment shall be terminated without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth. However, no imposed discipline shall be reversed, expunged or mitigated as a result of finding that a supervisor may have made public comments during the emergent situation which prompted the disciplinary action.
- 6. By June 30 of each year, every effort will be made to notify each paraprofessional of re-employment status for the following academic year.
- 7. Paraprofessionals shall not be required to attend workshops without pay.
- 8. Paraprofessionals shall be afforded the option, unless so required, not to work any half-days at the end of the academic year without pay.
- 9. Security Aides The Board will provide each security aide with five polo shirts, a jacket and an optional hat each year. These items must be worn when the employee is on duty. All employees must wear a Board issued photo identification badge while on duty.
- 10. Paraprofessionals shall be given time during their workday or during teacher inservice time to complete any State required training assigned by the Superintendent or his/her designee.

D. EVALUATION

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

otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and be either destroyed or retained.

E. TRANSFER AND REASSIGNMENT

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

F. LAY-OFF AND RECALL

- 1. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any paraprofessional covered herein, the following procedure should be followed:
 - a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
 - b. Employees shall be selected for lay-off in inverse order of seniority within the following categories:
 - 1. Special Education Paraprofessionals
 - 2. Compensatory Education Paraprofessionals
 - 3. ESL Paraprofessionals
 - 4. Security Aides
 - 5. Kindergarten and Pre-school
 - 6. Licensed Practical Nurse
 - 7. Other positions differentiated from those above by reason of duties performed and skills required.
- 2. Employees shall remain on the recall list for a period of two (2) years following lay-off.

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

5. Miscellaneous

- a. Employment including paid leaves of absence in the Piscataway School District shall be counted in determining seniority.
- b. Seniority rights shall commence in each category after a probationary period of one (1) evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day (1) of employment.
- c. New unit position shall be placed in a category as agreed by the parties.
- d. Seniority shall continue in all categories if a paraprofessional moves from one category to another within the unit.
- e. Seniority shall be terminated upon resignation or dismissal for cause.
- f. Part-time paraprofessionals who apply for vacant full-time paraprofessional positions shall have their applications considered and may be appointed to full-time positions at the discretion of the Superintendent.

G. PARAPROFESSIONAL IMPROVEMENT

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

which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subjected to appeal beyond the Superintendent of Schools. Reimbursement shall be made after successful completion of such activities and submission of approval receipts.

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

H. RATES OF PAY FOR PARAPROFESSIONALS

PARAPROFESSIONALS WITHOUT CERTIFICATION

Step	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
0	\$28.30	\$29.30	\$30.30	\$31.30	\$32.30
1	\$29.06	\$30.06	\$31.06	\$32.06	\$33.06
2	\$29.06	\$30.06	\$31.06	\$32.06	\$33.06
3	\$29.35	\$30.35	\$31.35	\$32.35	\$33.35
4	\$29.35	\$30.35	\$31.35	\$32.35	\$33.35
5	\$29.35	\$30.35	\$31.35	\$32.35	\$33.35
6	\$30.52	\$31.38	\$32.27	\$33.22	\$34.21

PARAPROFESSIONALS WITH CERTIFICATION

Step	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
0	\$30.80	\$31.80	\$32.80	\$33.80	\$34.80
1	\$31.30	\$32.30	\$33.30	\$34.30	\$35.30
2	\$31.30	\$32.30	\$33.30	\$34.30	\$35.30
3	\$31.65	\$32.65	\$33.65	\$34.65	\$35.65
4	\$31.65	\$32.65	\$33.65	\$34.65	\$35.65
5	\$31.65	\$32.65	\$33.65	\$34.65	\$35.65
6	\$32.88	\$33.80	\$34.77	\$35.79	\$36.86

Paraprofessionals hired on or after July 1, 2014, will have to possess a substitute certificate, an Associate degree or a Bachelor degree to be placed on the 'with certification' guide.

K. Paraprofessionals shall receive longevity pay as follows:

Effective July 1, 2023, for employees identified in this Article, longevity payments begin on the first day of the school or work year following the eligibility date. For example, an employee with a January 1, 2023 hire date who has completed the required number of years of continuous service on January 1, 2033, would be eligible for longevity on the first day of the 2033-34 school or work year, if still employed and present for work. A break in service occurs when an employee resigns or declines an offer of reemployment after a layoff. The amounts listed below are not cumulative.

After the tenth year \$500 After the fifteenth year \$750 After the twentieth year \$1,250

ARTICLE XV

SECRETARIES/CLERKS

A. SECRETARIES RIGHTS

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

B. SECRETARY EMPLOYMENT

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

Level II

Clerk 1

Library Clerk 1 (Elementary)

Adult Education Clerk 2

AESOP Administrator/Personnel Clerk

Attendance Clerk

Clerk 2

Library Clerk 2 (MS& HS)

Maintenance Office Secretary

Secretary 2

Level III

Accounts Payable Clerk

Accounts Payable/Receivable Clerk

Adult School Office Manager

Athletic Department Secretary

Budget Control Clerk

Office of Curriculum and Instruction Clerk

High School Activities Comptroller

Curricular Technology Secretary

Child Study Team Secretary

Secretary 3

Level IV

Secretary 4

Effective with the voluntary termination of employment in a Level IV position, the employee filling the vacant position will be classified as a Level III Secretary 3.

- 2. Salary guides for all secretaries/clerks are attached hereto in Section H of this Article of the Agreement.
- 3. The salary guides for secretaries/clerks not currently assigned to a Central Office position will include a \$400 increase each year from 2023-2024 through 2027-28 that will result in one salary guide for all secretaries/clerks in the 2027-2028 year. Secretary/clerk positions will remain on the same guide as per location throughout

the term of this Agreement even when new employees are hired to fill a vacant position.

4. <u>Termination of Employment</u>

- a. Written notice for Level 1 and Level 2 secretaries/clerks shall be submitted at least two (2) weeks prior to the effective date of an individual's resignation. Written notice for Level 3 and Level 4 secretaries shall be submitted at least thirty (30) days prior to the effective date of an individual's resignation.
- b. Written notice of termination of employment shall be submitted to nontenure secretaries at least two (2) weeks prior to the effective date of such termination.
- c. Upon request, a secretary so notified shall be given a written statement of reasons for termination of his/her employment.
- 5. Secretaries temporarily required to perform duties of another secretary whose job category is compensated at a high rate of pay shall be compensated at said higher rate of pay beginning with the fifth (5th) day of reassignment, or sooner with the approval of the Superintendent or the Superintendent's designee.

C. WORKING CONDITIONS

1. Ten (10) Month Work Year

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

2. Hours

- a. A normal work week for secretaries in those personnel units designated in Article I shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday and Friday.
- b. A normal workweek shall consist of thirty-five (35) hours (excluding lunch).
- c. Each workday shall include a 15-minute coffee/rest break period in the morning as well as a 15-minute coffee/rest break period in the afternoon.

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

3. <u>Overtime</u>

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

4. Holidays

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

5. <u>Inclement Weather</u>

- a. Secretaries and clerks shall not be required to work on any day the schools are closed due to inclement weather. Such school closing may only be initiated by the Superintendent of Schools. On early dismissal days caused by inclement weather school building secretaries/clerks may be required to remain on the job until either all children from the secretary/clerk's school have been discharged from the buses or not more than one (1) hour after the bus leaves the building.
- b. On delayed opening days, clerks and secretaries shall report to work two (2) hours after their normal starting time.

D. VACANCIES AND TRANSFERS

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

E. <u>SICK LEAVE, PAID VACATION AND OTHER LEAVES OF ABSENCES</u>

1. Leaves of Absence

- a. After one (1) full year of employment, leave of absence without pay for certified medical disability shall be granted for the remainder of the school year. Medical leaves of less than two (2) months in any school year may be extended up to one (1) calendar year thereafter.
- b. Other leaves of absence including medical leave extensions, may be granted by the Board of Education upon the recommendation of the Superintendent or designee.
- c. Nothing contained herein shall be construed to modify the existing language and practice concerning seniority.
- d. A leave without pay for military service shall be granted.
- e. Return from Leave: Personnel on Military Leave or any other extended leave shall, in writing, inform the Superintendent of intention to return as follows:
 - 1. If a date of return is the start of school in September, notice should be received not later than the preceding April 1.
 - 2. In other cases, notice must be received at least sixty (60) days before the scheduled date of return.

2. Paid Vacation

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

- a. Following initial employment the employee will earn one (1) day per full month up until their second July 1st and will be allowed to use their accrued vacation time beginning on the first day of their fourth month of employment.
- b. Effective on the second July 1st Twelve (12) days
- c. Effective on the eighth July 1st Fifteen (15) days
- d. Effective on the thirteenth July 1st Twenty (20) days
- e. Secretaries may submit for full payment of up to two (2) vacation days each year.

F. PROFESSIONAL IMPROVEMENT

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

2. Reimbursement of Tuition and Expenses

- a. The Board shall reimburse at the rate of 100% expenditures for tuition, fees and books incurred in taking course or for fees charged for attending professional workshops when such attendance is requested by the Board or its designee.
- b. The Board agrees to pay up to two hundred and twenty-five dollars (\$225) for the cost of tuition and other reasonable expenses incurred in connection with the selection of any employee to participate in any courses, workshops, training sessions, or other such sessions which in any way enhance or contribute to the overall goals and objectives of the school district. Such courses, workshops, training sessions, or other such sessions must be approved in advance by the Superintendent or designee whose judgment as to approval criteria set forth above, shall not be subject to appeal beyond the Superintendent of Schools. Reimbursement shall be made after

- successful completion of such activities and submission of appropriate receipts.
- c. The Board and Association may agree to exceptions without prejudice to any other request.
- 3. The Board shall grant each secretary one (1) request per contract year to attend a professional workshop or course sponsored by the New Jersey Association of Educational Secretaries provided that such workshops or courses are not conducted during the normal work day. Reimbursement, not to exceed \$10 will be made upon presentation of documentary evidence of attendance at an approved workshop or course.

G. <u>LAY-OFF AND RECALL</u>

- 1. Whenever the Board acts, by reason of reduction-in-force, to terminate the employment of any secretary covered herein:
 - a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
 - b. Secretaries and clerks shall be selected for lay-off in inverse order of seniority within the following categories:
 - 1. Clerks within each salary level or successive lower salary levels if the individual possesses the skills required.
 - 2. Secretaries within each salary level or successive lower salary levels if the individual possesses the skills required.
- 2. Employees shall remain on the recall list for a period of two (2) years following lay-off.
- 3. Notice of recall to work shall be sent to the secretary's last known address. Within seven (7) days of the receipt of such notice, the secretary shall notify the Board of acceptance or rejection of this recall.
- 4. Any secretary who fails to reply or who indicates a rejection to the recall, shall forfeit all seniority and all rights to further recall. Any secretary who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any secretary who

fails to report to work as described herein shall forfeit all seniority and all rights to recall.

5. Miscellaneous

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

H. SECRETARIAL SALARY GUIDES

12 Month

48,367

49,247

STEP

1

2

SECRETARIES/CLERKS AT THE ADMINISTRATION BUILDING

2023-2024 LEVEL 2 LEVEL 3 LEVEL 4 10 Month 12 Month 10 Month 12 Month 40,580 44,371 52,885 N/A 41,318 53,853 45,183 N/A

3	50,127	42,057	54,821	45,995	N/A
4	51,007	42,795	55,789	46,807	N/A
5	51,887	43,533	56,757	47,619	N/A
6	52,767	44,272	57,725	48,431	N/A
7	53,647	45,010	58,693	49,243	N/A
8	54,527	45,748	59,661	50,056	N/A
9	55,407	46,486	60,629	50,868	N/A
10	56,287	47,225	61,597	51,680	N/A
11	57,167	47,963	62,565	52,492	N/A
12	58,349	48,955	63,866	53,584	N/A
13	60,054	50,385	65,741	55,157	71,997

SECRETARIES/CLERKS AT THE ADMINISTRATION BUILDING CONTINUED

2024-2025

	LEVEL 2		LEVEL 3		LEVEL 4
STEP	12 Month	10 Month	12 Month	10 Month	12 Month
1	49,644	41,651	54,162	45,442	N/A
2	50,524	42,390	55,130	46,254	N/A
3	51,404	43,128	56,098	47,066	N/A
4	52,284	43,866	57,066	47,878	N/A
5	53,164	44,605	58,034	48,691	N/A
6	54,044	45,343	59,002	49,503	N/A
7	54,924	46,081	59,970	50,315	N/A
8	55,804	46,820	60,938	51,127	N/A
9	56,684	47,558	61,906	51,939	N/A
10	57,564	48,296	62,874	52,751	N/A
11	58,444	49,035	63,842	53,563	N/A
12	59,626	50,026	65,143	54,655	N/A
13	61,331	51,457	67,018	56,228	73,274

	LEVEL 2		LEV	LEVEL 4	
STEP	12 Month	10 Month	12 Month	10 Month	12 Month
1	51,101	42,874	55,619	46,664	N/A
2	51,981	43,612	56,587	47,476	N/A
3	52,861	44,350	57,555	48,289	N/A
4	53,741	45,089	58,523	49,101	N/A
5	54,621	45,827	59,491	49,913	N/A
6	55,501	46,565	60,459	50,725	N/A
7	56,381	47,304	61,427	51,537	N/A
8	57,261	48,042	62,395	52,349	N/A
9	58,141	48,780	63,363	53,162	N/A
10	59,021	49,519	64,331	53,974	N/A
11	59,901	50,257	65,299	54,786	N/A
12	61,083	51,249	66,600	55,877	N/A
13	62,788	52,679	68,475	57,451	74,731

SECRETARIES/CLERKS AT THE ADMINISTRATION BUILDING CONTINUED

2026-2027

	LEVEL 2		LEV	LEVEL 4	
STEP	12 Month	10 Month	12 Month	10 Month	12 Month
1	53,098	44,549	57,616	48,340	N/A
2	53,978	45,288	58,584	49,152	N/A
3	54,858	46,026	59,552	49,964	N/A
4	55,738	46,764	60,520	50,776	N/A
5	56,618	47,503	61,488	51,588	N/A
6	57,498	48,241	62,456	52,401	N/A
7	58,378	48,979	63,424	53,213	N/A
8	59,258	49,717	64,392	54,025	N/A
9	60,138	50,456	65,360	54,837	N/A
10	61,018	51,194	66328	55,649	N/A
11	61,898	51,932	67,296	56,461	N/A
12	63,080	52,924	68,597	57,553	N/A
13	64,785	54,355	70,472	59,126	76,728

	LEVEL 2		LEV	LEVEL 4	
STEP	12 Month	10 Month	12 Month	10 Month	12 Month
1	54,848	46,017	59,366	49,808	N/A
2	55,728	46,756	60,334	50,620	N/A
3	56,608	47,494	61,302	51,432	N/A
4	57,488	48,232	62,270	52,245	N/A
5	58,368	48,971	63,238	53,057	N/A
6	59,248	49,709	64,206	53,869	N/A
7	60,128	50,447	65,174	54,681	N/A
8	61,008	51,186	66,142	55,493	N/A
9	61,888	51,924	67,110	56,305	N/A
10	62,768	52,662	68,078	57,117	N/A
11	63,648	53,401	69,046	57,930	N/A
12	64,830	54,392	70,347	59,021	N/A
13	66,535	55,823	72,222	60,594	78,478

SECRETARIES AND CLERKS

2023-2024

	Level 1		LEV	LEVEL 2		LEVEL 3		
STEP	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month	
1	42,659	35,791	46,767	39,238	51,285	43,028	N/A	
2	43,459	36,462	47,647	39,976	52,253	43,840	N/A	
3	44,259	37,133	48,527	40,714	53,221	44,652	N/A	
4	45,059	37,805	49,407	41,452	54,189	45,465	N/A	
5	45,859	38,476	50,287	42,191	55,157	46,277	N/A	
6	46,659	39,147	51,167	42,929	56,125	47,089	N/A	
7	47,459	39,818	52,047	43,667	57,093	47,901	N/A	
8	48,259	40,489	52,927	44,406	58,061	48,713	N/A	
9	49,059	41,161	53,807	45,144	59,029	49,525	N/A	
10	49,859	41,832	54,687	45,882	59,997	50,337	N/A	
11	50,659	42,503	55,567	46,621	60,965	51,150	N/A	
12	51,734	43,405	56,749	47,612	62,266	52,241	N/A	
13	53,284	44,705	58,454	49,043	64,141	53,814	70,397	

	Level 1		LEVEL 2		LEVEL 3		LEVEL 4
STEP	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month
1	44,336	37,198	48,444	40,645	52,962	44,435	N/A
2	45,136	37,869	49,324	41,383	53,930	45,247	N/A
3	45,936	38,540	50,204	42,121	54,898	46,059	N/A
4	46,736	39,212	51,084	42,859	55,866	46,872	N/A
5	47,536	39,883	51,964	43,598	56,834	47,684	N/A
6	48,336	40,554	52,844	44,336	57,802	48,496	N/A
7	49,136	41,225	53,724	45,074	58,770	49,308	N/A
8	49,936	41,896	54,604	45,813	59,738	50,120	N/A
9	50,736	42,568	55,484	46,551	60,706	50,932	N/A
10	51,536	43,239	56,364	47,289	61,674	51,744	N/A
11	52,336	43,910	57,244	48,028	62,642	52,557	N/A
12	53,411	44,812	58,426	49,019	63,943	53,648	N/A
13	54,961	46,112	60,131	50,450	65,818	55,221	72,074

SECRETARIES AND CLERKS CONTINUED

20	25	. ^	α	1
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	Level 1		LEVEL 2		LEVEL 3		LEVEL 4
STEP	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month
1	46,193	38,756	50,301	42,203	54,819	45,993	N/A
2	46,993	39,427	51,181	42,941	55,787	46,805	N/A
3	47,793	40,098	52,061	43,679	56,755	47,617	N/A
4	48,593	40,770	52,941	44,417	57,723	48,430	N/A
5	49,393	41,441	53,821	45,156	58,691	49,242	N/A
6	50,193	42,112	54,701	45,894	59,659	50,054	N/A
7	50,993	42,783	55,581	46,632	60,627	50,866	N/A
8	51,793	43,454	56,461	47,371	61,595	51,678	N/A
9	52,593	44,126	57,341	48,109	62,563	52,490	N/A
10	53,393	44,797	58,221	48,847	63,531	53,303	N/A
11	54,193	45,468	59,101	49,586	64,499	54,115	N/A
12	55,268	46,370	60,283	50,577	65,800	55,206	N/A
13	56,818	47,670	61,988	52,008	67,675	56,779	73,931

	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4
STEP	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month
1	48,590	40,767	52,698	44,214	57,216	48,004	N/A
2	49,390	41,438	53,578	44,952	58,184	48,816	N/A
3	50,190	42,109	54,458	45,690	59,152	49,629	N/A
4	50,990	42,781	55,338	46,429	60,120	50,441	N/A
5	51,790	43,452	56,218	47,167	61,088	51,253	N/A
6	52,590	44,123	57,098	47,905	62,056	52,065	N/A
7	53,390	44,794	57,978	48,644	63,024	52,877	N/A
8	54,190	45,465	58,858	49,382	63,992	53,689	N/A
9	54,990	46,137	59,738	50,120	64,960	54,501	N/A
10	55,790	46,808	60,618	50,859	65,928	55,314	N/A
11	56,590	47,479	61,498	51,597	66,896	56,126	N/A
12	57,665	48,381	62,680	52,589	68,197	57,217	N/A
13	59,215	49,681	64,385	54,019	70,072	58,790	76,328

SECRETARIES AND CLERKS CONTINUED

2027-2028

	LEV	EL 1	LEV	EL 2	LEV	EL 3	LEVEL 4	
STEP	12 Month	10 Month	12 Month	10 Month	12 Month	10 Month	12 Month	
1	50,740	42,571	54,848	46,017	59,366	49,808	N/A	
2	51,540	43,242	55,728	46,756	60,334	50,620	N/A	
3	52,340	43,913	56,608	47,494	61,302	51,432	N/A	
4	53,140	44,584	57,488	48,232	62,270	52,245	N/A	
5	53,940	45,256	58,368	48,971	63,238	53,057	N/A	
6	54,740	45,927	59,248	49,709	64,206	53,869	N/A	
7	55,540	46,598	60,128	50,447	65,174	54,681	N/A	
8	56,340	47,269	61,008	51,186	66,142	55,493	N/A	
9	57,140	47,940	61,888	51,924	67,110	56,305	N/A	
10	57,940	48,612	62,768	52,662	68,078	57,117	N/A	
11	58,740	49,283	63,648	53,401	69,046	57,930	N/A	
12	59,815	50,185	64,830	54,392	70,347	59,021	N/A	
13	61,365	51,485	66,535	55,823	72,222	60,594	78,478	

Effective July 1, 2023, for employees identified in this Article, longevity payments begin on the first day of the school or work year following the eligibility date. For example, an employee with a January 1, 2023 hire date who has completed the required number of years of continuous service on January 1, 2033, would be eligible for longevity on the first day of the 2033-34 school or work year, if still employed and present for work. A break in service occurs when an employee resigns or declines an offer of reemployment after a layoff. The amounts listed below are not cumulative.

LONGEVITY

After the fifteenth year \$750 After the twentieth year \$1250

Hourly rate = salary + longevity divided by 1820 hours for twelve (12) month employees.

Employees who earned tenth year longevity prior to July 1, 2023 will continue to receive the longevity pay. Effective July 1, 2023, employees will no longer be eligible for longevity pay until after completion of the fifteenth year.

I. <u>ELEMENTARY LIBRARY CLERKS</u>

1. WORK YEAR

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

2. SALARIES

ELEMENTARY LIBRARY CLERKS 3 HOURS

Step	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	14,200	14,705	15,249	15,854	16,589
2	14,482	14,988	15,532	16,136	16,872
3	14,765	15,271	15,815	16,419	17,155
4	15,048	15,554	16,098	16,702	17,437
5	15,331	15,837	16,381	16,985	17,720
6	15,614	16,119	16,664	17,268	18,003
7	15,896	16,402	16,946	17,551	18,286
8	16,179	16,685	17,229	17,833	18,569
9	16,462	16,968	17,512	18,116	18,851
10	16,745	17,251	17,795	18,399	19,134
11	17,028	17,533	18,078	18,682	19,417
12	17,335	17,841	18,385	18,989	19,725

ELEMENTARY LIBRARY CLERKS 3.5 HOURS

Step	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	16,569	17,159	17,794	18,499	19,357
2	16,899	17,489	18,124	18,829	19,687
3	17,229	17,819	18,454	19,159	20,017
4	17,559	18,149	18,784	19,489	20,347
5	17,889	18,479	19,114	19,819	20,677
6	18,219	18,809	19,444	20,149	21,007
7	18,549	19,139	19,774	20,479	21,337
8	18,879	19,469	20,104	20,809	21,667
9	19,209	19,799	20,434	21,139	21,997
10	19,539	20,129	20,764	21,469	22,327
11	19,869	20,459	21,094	21,799	22,657
12	20,228	20,818	21,453	22,158	23,016

ARTICLE XVI

TEACHERS/CERTIFICATED PERSONNEL

A. TEACHER RIGHTS

1. Just Cause

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

2. Required Meetings or Hearings

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

B. TEACHER EMPLOYMENT

1. Adjustment on Salary Guide

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

2. Credit for Experience

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

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

3. Military Service Credit

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

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

5. <u>Industrial Experience</u>

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

6. Returning to District

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

7. Increments

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

8. Previous Sick Leave Accumulation

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

9. Reduction of Teachers

The Board agrees that it shall abide by those laws and regulations which may be concerned with a reduction in the number of teaching staff members. The first day for which a teacher is paid shall be the teacher's starting date for tenure and seniority purposes.

C. TEACHING HOURS AND TEACHING LOAD

1. Teacher Work Day

a. Reporting and Departing Procedure

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

b. Arrival and Departure Time

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

2. <u>High School Rotating Duty Assignment Procedure</u>

Except in cases of emergency, when selecting teachers for duty assignment, a rotating duty roster will be used in each building of the High School.

3. <u>District-Wide Rotating Duty Assignment Procedure</u>

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

a. Reporting Time

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

b. Assignment Time

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

c. After School

No teacher shall be required to serve on rotating duty after school for more than ten (10) minutes after the close of the school day (dismissal bell) for pupils except for

circumstances beyond the control of the building administrator in which case a teacher may be required to remain on duty until such time as students are safely dismissed.

4. Extra-Curricular Activities

- a. Teacher participation in extra-curricular activities shall be paid according to Section W of this Article.
- b. When student interest is sufficient and sustained for a period of one or more school years the activity advisor/coach may seek compensation for advising/coaching the after school activity by filing an "After School Day Coaching or Extra-curricular Activity Form" with the building administrator who may forward the Form to the Superintendent for review. The Superintendent may, at his/her discretion, forward the Form to the Board of Education for approval/disapproval. Any compensation for a new after school coaching or extra-curricular activity shall be the subject of negotiation between the Board and the PTEA. The Form is attached hereto as Appendix A.

5. Teaching Load

a. High School Teachers

The daily teaching load of high school teachers (grades 9-12) shall be six (6) teaching periods or five (5) teaching periods and one (1) supervised study or another non-teaching activity period, exclusive of preparation time, that shall be considered one of the six (6) periods. Teachers shall be scheduled so as to ensure that they shall have a preparation period of not less than one class period per full school day. Teachers shall not be required to attend IEP or any other administrative type meetings during their preparation period. Subject to the above, high school classroom teachers shall not be required to make more than three (3) preparations at one time in not more than two (2) subject areas. If, because of the number of classroom teachers in a particular subject, more than three (3) preparations are required, high school personnel concerned shall have a daily teaching load of five (5) teaching periods and no supervised study period or other non-teaching activity shall be assigned.

The process for the payroll calculation of the payment of one sixth $(1/6^{th})$ of a teacher's salary for assignment to a seventh teaching period (assignment to a supervised study or similar supervisory duty does not count as a teaching period) shall be as follows.

- (1) When a teacher begins and/or ends an additional teaching assignment that covers less than a full pay period the teacher will be compensated at their per diem rate for the number of school days within said pay period that they teach the class.
- (2) When a teacher is providing this coverage for a full payroll period the teacher will be compensated at the rate of one sixth $(1/6^{th})$ of their current base salary for that pay period.

b. Middle School Teachers

All reasonable efforts shall be made for middle school teachers, grades 6-

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

c. Preschool and Elementary School Teachers

Teachers in grades Pre-K through 3 shall have one preparation period, 35 minutes in length, per day. Teachers are paid for lost prep when the Board fails to provide a full day substitute. No payment is made for lost prep in emergency partial day absences. Teachers in grades Pre-K and 1 may only be assigned a mid-day duty assignment on two (2) of the days during which the teacher has a preparation period and the teacher will not be assigned a mid-day duty on the other three (3) days. Teachers in grades 2 and 3 may only be assigned a mid-day duty assignment on three (3) of the days during which the teacher has a preparation period and the teacher will not be assigned a mid-day duty on the other two (2) days. During the preparation period the preschool and elementary teachers shall not be assigned to any other duties unless it is an emergency situation as determined by the principal. Such preparation time shall be within staff and budgetary limitations as determined by the Board or its designee.

All reasonable efforts shall be made for intermediate school teachers (grades 4-5) to have one (1) preparation period per day.

All certified staff shall be assigned to a rotating before or after school duty on a marking period basis. The list of duty assignments will be filed with the Superintendent and the Association President.

6. Loss of Preparation Period

- a. Teachers who are required to substitute for an absent teacher and who subsequently loses their preparation period shall be compensated at the contracted hourly rate per period. This provision shall apply only under the following circumstances:
 - 1. The absent teacher is not available for reason of approved leave of absence and the Board has failed to provide a substitute.
 - 2. A teacher is asked to absorb the students of an absent teacher where item one applies. In the event the total number of students is divided among several classes, the maximum payment per day shall be prorated. This provision shall not apply when absent teacher is engaged or participating in a school activity and a substitute is not normally hired.

7. Mentors and Mentees

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

8. Lunch Periods

a. Preschool and Elementary School Teachers

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

b. Middle School Teachers

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

c. <u>High School Teachers</u>

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

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

9. Meetings

Teachers may be required to remain after the end of the regular workday for the purpose of attending up to four (4) meetings per month, not including those meetings outlined in Article X. Three (3) of said meetings will be directed by the administration and one (1) meeting will be teacher directed. The notice of an agenda of any faculty meeting may be given to teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. Staff shall not be required to attend more than four (4) district-wide departmental meetings per year. These meetings shall start no later than 15 minutes later than the dismissal time of the latest school. Building faculty and building departmental meetings shall begin no later than 10 minutes after student dismissal time. Meeting duration shall be limited to sixty (60) minutes.

10. Emergency Assignments

In the event of an unanticipated vacancy that occurs after staffing assignments have been made, the Superintendent has the right to assign an additional teaching period to staff members available to take on an additional class in order to fill the vacancy. Those individuals given such assignments shall be paid an additional one sixth of their salary for the period of time for which they provide such coverage.

11. Summer Work Assignments

Each teacher in the following certification areas who is approved to work a designated number of hours during the summer recess shall be compensated at their per diem rate, (annual salary divided by 200 divided by 6 hours) based on their current year annual salary, for the number of hours worked each day.

High school and middle school counselors, child study team members, physical and occupational therapist, speech therapist, advanced placement teachers, and those extended school year teachers whose summer assignment is an extension of their work year responsibilities.

12. Hourly Rate of Pay for Teachers

The hourly rate of pay for teaching staff members shall be:

July 1, 2023	\$42 per hour
July 1, 2024	\$44 per hour
July 1, 2025	\$46 per hour
July 1, 2026	\$48 per hour
July 1, 2027	\$50 per hour

13. Per Diem Pay Rate

The calculation for the teacher/certificated personnel per diem rate shall be annual salary divided by 200.

D. **SALARIES**

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

E. EXTENDED LEAVE OF ABSENCE

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

2. Military Leave

a. Armed Forces

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

3. Other Leaves

a. <u>International and Federal Programs</u>

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

b. Outside Teaching

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

c. Political

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

d. <u>Illness in Family</u>

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

e. Other Leaves

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

4. Return from Leave

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

F. TEMPORARY LEAVES OF ABSENCE

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

1. Sick Leave

a. Arrangements for Substitutes

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

2. Visitation to Other Schools

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

3. Other Leaves

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

G. TEACHER ASSIGNMENT

DEFINITION:

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

1. Notification

a. Date for Presently Employed Teachers

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

b. New Teachers

The Superintendent shall notify all newly appointed personnel of their specific positions within the subject area and/or grade level for which the Board has appointed the teacher.

The Superintendent shall give notice of this assignment to new teachers as soon as practicable and except in cases of emergency, no later than August 15.

c. Revision

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

2. Voluntary Reassignments

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

a. Notice of Vacancies

Each school year, known vacancies for the following school year shall be posted on the district's website under the heading of "Anticipated Vacancies".

b. Association Notified of Reassignments

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

3. Involuntary Reassignment Procedure

The procedure for involuntary reassignment shall include:

- a. A list of open positions in the school district shall be made available to all teachers being involuntarily reassigned. Such teachers may request the positions in order of preference to which they may be reassigned.
- b. At the request of the teacher, a meeting between the principal and/or supervisor shall be arranged so as to inform the teacher the reasons for the reassignment.
- c. A teacher, upon request, may meet with each person in line of authority up to the Assistant Superintendent or counterpart.
- d. Teachers, may at their option, have a local Association representative present at meetings with any person designated in this Section.

4. <u>Traveling Teachers</u>

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

5. <u>During-the-Year Vacancies</u>

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

H. TRANSFER

DEFINITION:

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

1. Teacher Request

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

2. Notice of Vacancies

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

3. Notice of Transfers

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

4. <u>Involuntary Transfer Procedure</u>

a. Notice of Open Positions

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

b. Meeting with Principal

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

c. Appeals

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

5. Representation

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

I. PROMOTION PROCEDURE

DEFINITION:

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

1. Notification

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

2. Applications

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

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

4. Notice of Decision

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

J. TEACHER EVALUATION

1. Teachers shall be evaluated consistent with applicable State statutes and regulations.

2. Observation Reports – Observation reports shall be given to the teacher within ten (10) school days of the observation. Teachers shall be required to sign the observation/evaluation report for the purpose of acknowledging receipt of the report. Teachers shall not be required to sign an incomplete observation/evaluation report. The teacher may submit a rebuttal to the observation/evaluation report within ten school (10) days of receipt of the report.

3. Final Evaluation

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

K. FAIR DISMISSAL PROCEDURE

1. Notification of Status

a. Date

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

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

b. Reasons

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

c. Informal Appearance Before the Board

Any non-tenure teacher who has received a notice that re-employment will not be offered and who has requested and received a statement of the reasons therefore, may request an informal appearance before the Board. Such request shall be in writing and shall be filed within ten (10) calendar days after the receipt of the reasons from the Board. The informal appearance shall be scheduled within thirty (30) calendar days from the receipt of the request for such informal appearance. A non-tenure teacher's appearance before the Board regarding non re-employment shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the teacher to convince the members of the Board to offer reemployment. The Board shall determine a reasonable length of time for the proceeding

and provide adequate written notice to the teacher regarding the date and time of the informal appearance. The non-tenure teacher may choose a representative of the Association to be present at the hearing. Witnesses may appear on behalf of the teacher. Such witnesses need not present testimony under oath and shall not be cross-examined by the Board. Witnesses shall be called into the meeting to address the Board one at a time and shall be excused from the meeting after making their statements. Within three (3) days following the informal appearance, the Board shall notify the affected teacher, in writing, of its final determination.

2. Failure to Comply

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

3. Notification of Intention to Return

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

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

L. TEACHER ADMINISTRATION LIAISON

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

M. PROTECTION OF TEACHERS AND PROPERTY

1. Disorder

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

2. Assault

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

3. <u>Transportation of Students</u>

- a. The Board shall provide liability insurance coverage for all teachers who voluntarily transport students in their respective cars in the case of principal-approved extracurricular activities before, during, and after school in accordance with State laws. Superintendent or designee must pre-approve in writing for each occurrence or series of events of the same type.
- b. Teachers shall not be required nor shall they be requested to volunteer to transport students in their respective cars.

N. DISCIPLINE PROCEDURES

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

O. PERSONAL AND ACADEMIC FREEDOM

1. <u>Citizenship</u>

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

2. Controversial Issues

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

P. PROFESSIONAL MEETINGS

1. Eligibility to Attend

- a. Eligibility to attend meetings of county, state, and national professional organizations involving absence from a teacher's position shall be based on the relevance of the meeting to the teacher's assignment within the district, leadership in positions of local, county and state affiliations and/or participation in the program of the meeting.
- b. Teachers will be reimbursed the full cost of registration fees, travel, and other reasonable expenses for any workshops, seminars or other professional meetings as may be approved by the Superintendent or designee. Less than full reimbursement may be approved after agreement with the Association.
- 2. A report by the teacher on the activities of the meeting or conference shall be filed with the building principal and a copy sent to the Superintendent of Schools.

3. Mileage

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

4. Vouchers

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

5. NJEA Convention

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

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

Q. SCHOOL CALENDAR

1. School Calendar

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

2. Work Year

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

3. State Aid

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

4. New Teacher Orientation

Newly hired teachers will be required to attend four (4) orientation days without additional compensation including one half-day in their assigned classroom. The days will be scheduled no earlier than August 15th. Teachers hired after the start of the school year will be given in-service training after school hours.

R. PART-TIME TEACHERS

1. Salary

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

2. Full Time Equivalency

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

3. Other Rights and Benefits

a. Prorated benefits

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

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

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

d. After School Meetings

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

e. Arrival and Departure

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

f. Scheduled Work Hours

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

g. Extra-Curricular Activities

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

S. TUITION REIMBURSEMENT

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

- 1. Courses must be related to the educator's profession and be approved in advance by the Superintendent or designee.
- 2. Courses to be approved shall be those not required for full certification for the position held by the teacher.
- 3. Teachers with tenure status shall be eligible for reimbursement at the rate of three hundred and seventy-five dollars (\$375) per credit for up to twelve (12) credits of study.

- 4. Non-tenure teachers shall be eligible for courses taken during the period of July 1 to June 30, for reimbursement at the above rate for up to nine (9) credits of study but only after one (1) year of satisfactory service in Piscataway Township Schools.
- 5. Reimbursement will be made when a teacher submits a receipt (or copy) of tuition paid and a copy of the course credit form indicating a grade of "B" or better received when the course is completed.
- 6. Tuition reimbursement for part-time teachers shall be based upon a number of credits prorated according to the full time equivalency.
- 7. The Board's annual expenditure for tuition reimbursement shall not exceed one hundred thousand dollars (\$100,000) per year. Courses shall be charged against the one hundred thousand dollar (\$100,000) limit based on the course completion date between July 1 and June 30. Documentation of courses completed by June 30 must be submitted by July 31st of that year for reimbursement.
- 8. Teachers shall be required to reimburse the Board for Board paid training and/or tuition if the teacher is employed for less than two (2) years after receipt of payment; exceptions will be made for involuntary terminations.

T. SALARIES FOR CERTIFIED PERSONNEL

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

U. EXTRA DUTY COMPENSATION

- 1. Whenever vacancies occur in new or existing "Extra Duty" positions these procedures shall be followed by the Administration.
 - a. Not later than May 1, staff members shall be notified of all extra duty vacancies for the coming school year.

- b. A review shall be made of all applications and all qualified candidates from within the system shall be interviewed.
- c. All candidates shall be notified within a reasonable period of time of the decision reached with reference to filling the position.
- d. Staff members may place their name on file for consideration of an extra duty position at any time. The administration shall keep a file in the event that a vacancy occurs during the school year.
- e. Preferential consideration shall be given to all candidates from within the district.
- f. After the general posting, extra-curricular vacancies shall be posted individually during the academic year. The Association shall be notified of said vacancies during the summer recess.
- g. Extra-duty contracts shall be issued no later than thirty (30) days after teachers have been appointed to such positions by the Board.
- 2. The method of payment for extra-curricular compensation shall be as follows:
 - a. Full year activities shall be compensated at the teacher's option as follows:
 - 1. One installment at the last pay date of the academic year.
 - 2. Two installments at January 30 and the last pay date of the academic year.
 - b. Single session activities shall be compensated with one (1) payment at the next succeeding payroll after the Director of Human Resources is notified of assignment completion.

3. Extra Duty Compensation

Extra Duty Salary Guides are attached hereto in Section W.

V. SALARY GUIDES

2023-2024

STEP	BA	BA+15	MA	6TH YEAR	DOC
1	55,160	56,130	58,210	60,670	63,170
2	56,160	57,130	59,210	61,670	64,170
3	57,160	58,130	60,210	62,670	65,170
4	58,926	59,896	61,976	64,436	66,936
5	62,227	63,197	65,277	67,737	70,237
6	65,643	66,613	68,693	71,153	73,653
7	69,173	70,143	72,223	74,683	77,183
8	72,826	73,796	75,876	78,336	80,836
9	76,080	77,050	79,130	81,590	84,090
10	78,855	79,825	81,905	84,365	86,865
11	82,241	83,211	85,291	87,751	90,251
12	86,937	87,907	89,987	92,447	94,947
13	92,227	93,197	95,277	97,737	100,237

2024-2025

STEP	BA	BA+15	$\mathbf{M}\mathbf{A}$	6TH YEAR	DOC
1	56,760	57,730	59,810	62,270	64,770
2	57,760	58,730	60,810	63,270	65,770
3	58,760	59,730	61,810	64,270	66,770
4	60,526	61,496	63,576	66,036	68,536
5	63,827	64,797	66,877	69,337	71,837
6	67,243	68,213	70,293	72,753	75,253
7	70,773	71,743	73,823	76,283	78,783
8	74,426	75,396	77,476	79,936	82,436
9	77,680	78,650	80,730	83,190	85,690
10	80,455	81,425	83,505	85,965	88,465
11	83,841	84,811	86,891	89,351	91,851
12	88,537	89,507	91,587	94,047	96,547
13	93,702	94,672	96,752	99,212	101,712

SALARY GUIDES CONTINUED

2025-2026

STEP	BA	BA+15	MA	6TH YEAR	DOC
1	58,510	59,480	61,560	64,020	66,520
2	59,510	60,480	62,560	65,020	67,520
3	60,510	61,480	63,560	66,020	68,520
4	62,276	63,246	65,326	67,786	70,286
5	65,577	66,547	68,627	71,087	73,587
6	68,993	69,963	72,043	74,503	77,003
7	72,523	73,493	75,573	78,033	80,533
8	76,176	77,146	79,226	81,686	84,186
9	79,430	80,400	82,480	84,940	87,440
10	82,205	83,175	85,255	87,715	90,215
11	85,591	86,561	88,641	91,101	93,601
12	90,287	91,257	93,337	95,797	98,297
13	95,352	96,322	98,402	100,862	103,362

2026-2027

STEP	BA	BA+15	MA	6TH YEAR	DOC
1	60,435	61,405	63,485	65,945	68,445
2	61,435	62,405	64,485	66,945	69,445
3	62,435	63,405	65,485	67,945	70,445
4	64,201	65,171	67,251	69,711	72,211
5	67,502	68,472	70,552	73,012	75,512
6	70,918	71,888	73,968	76,428	78,928
7	74,448	75,418	77,498	79,958	82,458
8	78,101	79,071	81,151	83,611	86,111
9	81,355	82,325	84,405	86,865	89,365
10	84,130	85,100	87,180	89,640	92,140
11	87,516	88,486	90,566	93,026	95,526
12	92,212	93,182	95,262	97,722	100,222
13	97,002	97,972	100,052	102,512	105,012

SALARY GUIDES CONTINUED

2027-2028

STEP	BA	BA+15	MA	6TH YEAR	DOC
1	62,835	63,805	65,885	68,345	70,845
2	63,835	64,805	66,885	69,345	71,845
3	64,835	65,805	67,885	70,345	72,845
4	66,601	67,571	69,651	72,111	74,611
5	69,902	70,872	72,952	75,412	77,912
6	73,318	74,288	76,368	78,828	81,328
7	76,848	77,818	79,898	82,358	84,858
8	80,501	81,471	83,551	86,011	88,511
9	83,755	84,725	86,805	89,265	91,765
10	86,530	87,500	89,580	92,040	94,540
11	89,916	90,886	92,966	95,426	97,926
12	94,612	95,582	97,662	100,122	102,622
13	98,952	99,922	102,002	104,462	106,962

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

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

- d. Child Study Team members initially employed or transferred to a child study team position on or after July 1, 2014, shall not be entitled to the stipend. Child study team members employed as a child study team member prior to June 30, 2014, shall continue to receive the stipend.
- 2. All certificated staff shall receive longevity pay as follows:

Effective July 1, 2023, for employees identified in this Article, longevity payments begin on the first day of the school or work year following the eligibility date. For example, an employee with a January 1, 2023 hire date who has completed the required number of years of continuous service on January 1, 2033, would be eligible for longevity on the first day of the 2033-34 school or work year, if still employed and present for work. A break in service occurs when an employee resigns or declines an offer of reemployment after a layoff. The amounts listed below are not cumulative.

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

W. EXTRA DUTY SALARY GUIDES

Extra Duty Salary Guide

Cumicular	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
<u>Curricular</u>					
Technology Coordinators	\$5,362	\$5,523	\$5,689	\$5,859	\$6,035
Extra-Curricular					
Academic Challenge Club Advisor	\$1,236	\$1,273	\$1,311	\$1,351	\$1,391
AFJROTC Drill	\$6,798	\$7,002	\$7,212	\$7,428	\$7,651
Audio Specialist	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Band Director	\$9,476	\$9,760	\$10,053	\$10,355	\$10,665
Band Director	\$9,476	\$9,760	\$10,053	\$10,355	\$10,665
Biology I Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Biology II Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Book Club Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Chemistry I Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Chemistry II Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Chiefs for Christ Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Chieftain Editorial Advisor	\$2,472	\$2,546	\$2,623	\$2,701	\$2,782
Choral Director	\$5,871	\$6,047	\$6,229	\$6,415	\$6,608
Dance Director	\$4,635	\$4,774	\$4,917	\$5,065	\$5,217
Dance Team Advisor	\$4,635	\$4,774	\$4,917	\$5,065	\$5,217
Drama Set Builder	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275
FBLA	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173
Freshman Class Advisor	\$3,811	\$3,925	\$4,043	\$4,164	\$4,289
Gender and Sexuality Alliance Advisor	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739
Girl Up Advisor	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739
Health & Wellness Advisor	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739
HOSA	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173
ICCA Advisor	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173
Jazz Ensemble Director	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130
Junior Class Advisor	\$5,562	\$5,729	\$5,901	\$6,078	\$6,260
Key Club Advisor	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173
Math League Advisor	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796
Medical Club Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Mock Trial Advisor	\$3,708	\$3,819	\$3,934	\$4,052	\$4,173
Musical Choreographer	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130

Extra-Curricular Continued	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Musical Music Director	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130
Musical Set Builder	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275
Musical Sound/Lighting Advisor	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739
Musical Stage Manager	\$3,090	\$3,183	\$3,278	\$3,377	\$3,478
Musical Vocal Director	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130
Muslim Association	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
National Honor Society Advisor	\$3,605	\$3,713	\$3,825	\$3,939	\$4,057
Orchestra Director	\$2,781	\$2,864	\$2,950	\$3,039	\$3,130
PEGS Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
PHS Technical Engineer	\$5,768	\$5,941	\$6,119	\$6,303	\$6,492
Physics I Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Physics II Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Pway 5K Advisor	\$1,751	\$1,804	\$1,858	\$1,913	\$1,971
Robotics Advisor	\$2,884	\$2,971	\$3,060	\$3,151	\$3,246
Robotics JV Advisor	\$1,339	\$1,379	\$1,421	\$1,463	\$1,507
Science League Chaperone	\$1,133	\$1,167	\$1,202	\$1,238	\$1,275
Science League Coordinator	\$515	\$530	\$546	\$563	\$580
Senior Class Advisor	\$7,210	\$7,426	\$7,649	\$7,879	\$8,115
SMAP	\$1,751	\$1,804	\$1,858	\$1,913	\$1,971
Sophomore Class Advisor	\$3,811	\$3,925	\$4,043	\$4,164	\$4,289
Spanish Club Advisor	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159
Student Government Advisor	\$4,738	\$4,880	\$5,027	\$5,177	\$5,333
Theater Director	\$7,107	\$7,320	\$7,540	\$7,766	\$7,999
Theater Director	\$7,107	\$7,320	\$7,540	\$7,766	\$7,999
Yearbook – Business Advisor	\$3,399	\$3,501	\$3,606	\$3,714	\$3,826
Yearbook – Editorial Advisor	\$4,532	\$4,668	\$4,808	\$4,952	\$5,101

Athletic Coaches	2023-2024 G-1	2023-2024 G-2	2023-2024 G-3
Football			
Head	\$8,850	\$9,471	\$10,149
1 st Assistant	\$5,681	\$6,115	\$6,555
2 nd Assistant	\$5,362	\$5,824	\$6,234
Basketball/Wrestling Gymnastics/Swimming			
Head	\$8,263	\$9,060	\$9,704
Assistant	\$5,238	\$5,681	\$6,124
Baseball/Spring Track/Soccer/Field Hockey/Softball/Volleyball			
Head	\$7,958	\$8,596	\$9,240
Assistant	\$5,021	\$5,431	\$5,894
Tennis/Golf/Bowling			
Head	\$5,631	\$6,167	\$6,697
Cross Country			
Head	\$5,495	\$6,430	\$6,923
Winter Track			
Head	\$6,246	\$6,777	\$7,312
Assistant	\$5,243	\$5,774	\$6,246
Cheerleaders			
Fall-Head	\$3,278	\$3,528	\$3,790
Fall-Assistant	\$2,809	\$3,033	\$3,324
Winter-Head	\$3,278	\$3,528	\$3,790
Winter-Assistant	\$2,809	\$3,033	\$3,324
Strength and Conditioning	\$4,794	\$5,309	\$5,824
Middle School Athletic Coach	\$4,325	\$4,780	\$5,290

Athletic Coaches	2024-2025 G-1	2024-2025 G-2	2024-2025 G-3
Football			
Head	\$9,115	\$9,755	\$10,453
1 st Assistant	\$5,852	\$6,299	\$6,752
2 nd Assistant	\$5,523	\$5,998	\$6,421
Basketball/Wrestling Gymnastics/Swimming			
Head	\$8,511	\$9,332	\$9,995
Assistant	\$5,395	\$5,852	\$6,308
Baseball/Spring Track/Soccer/Field Hockey/Softball/Volleyball			
Head	\$8,197	\$8,854	\$9,517
Assistant	\$5,172	\$5,594	\$6,070
Tennis/Golf/Bowling			
Head	\$5,800	\$6,352	\$6,898
Cross Country			
Head	\$5,660	\$6,623	\$7,130
Winter Track			
Head	\$6,433	\$6,981	\$7,531
Assistant	\$5,400	\$5,947	\$6,433
Cheerleaders			
Fall-Head	\$3,377	\$3,634	\$3,904
Fall-Assistant	\$2,893	\$3,124	\$3,424
Winter-Head	\$3,377	\$3,634	\$3,904
Winter-Assistant	\$2,893	\$3,124	\$3,424
Strength and Conditioning	\$4,937	\$5,468	\$5,998
Middle School Athletic Coach	\$4,455	\$4,924	\$5,449

Athletic Coaches	2025-2026 G-1	2025-2026 G-2	2025-2026 G-3
Football			
Head	\$9,389	\$10,048	\$10,767
1 st Assistant	\$6,027	\$6,488	\$6,954
2 nd Assistant	\$5,689	\$6,178	\$6,613
Basketball/Wrestling Gymnastics/Swimming			
Head	\$8,766	\$9,612	\$10,295
Assistant	\$5,557	\$6,027	\$6,497
Baseball/Spring Track/Soccer/Field Hockey/Softball/Volleyball			
Head	\$8,442	\$9,120	\$9,803
Assistant	\$5,327	\$5,762	\$6,253
Tennis/Golf/Bowling			
Head	\$5,974	\$6,542	\$7,105
Cross Country			
Head	\$5,830	\$6,822	\$7,344
Winter Track			
Head	\$6,626	\$7,190	\$7,757
Assistant	\$5,562	\$6,126	\$6,626
Cheerleaders			
Fall-Head	\$3,478	\$3,743	\$4,021
Fall-Assistant	\$2,980	\$3,218	\$3,526
Winter-Head	\$3,478	\$3,743	\$4,021
Winter-Assistant	\$2,980	\$3,218	\$3,526
Strength and Conditioning	\$5,086	\$5,632	\$6,178
Middle School Athletic Coach	\$4,588	\$5,071	\$5,612

Athletic Coaches	2026-2027 G-1	2026-2027 G-2	2026-2027 G-3
Football			
Head	\$9,670	\$10,349	\$11,090
1 st Assistant	\$6,208	\$6,682	\$7,163
2 nd Assistant	\$5,859	\$6,364	\$6,812
Basketball/Wrestling Gymnastics/Swimming			
Head	\$9,029	\$9,900	\$10,603
Assistant	\$5,723	\$6,208	\$6,692
Baseball/Spring Track/Soccer/Field Hockey/Softball/Volleyball			
Head	\$8,696	\$9,393	\$10,097
Assistant	\$5,487	\$5,935	\$6,440
Tennis/Golf/Bowling			
Head	\$6,153	\$6,738	\$7,318
Cross Country			
Head	\$6,005	\$7,027	\$7,565
Winter Track			
Head	\$6,825	\$7,406	\$7,990
Assistant	\$5,729	\$6,310	\$6,825
Cheerleaders			
Fall-Head	\$3,582	\$3,855	\$4,142
Fall-Assistant	\$3,069	\$3,315	\$3,632
Winter-Head	\$3,582	\$3,855	\$4,142
Winter-Assistant	\$3,069	\$3,315	\$3,632
Strength and Conditioning	\$5,238	\$5,801	\$6,364
Middle School Athletic Coach	\$4,726	\$5,223	\$5,781

Athletic Coaches	2027-2028 G-1	2027-2028 G-2	2027-2028 G-3
Football			
Head	\$9,960	\$10,660	\$11,422
1 st Assistant	\$6,395	\$6,883	\$7,378
2 nd Assistant	\$6,035	\$6,555	\$7,016
Basketball/Wrestling Gymnastics/Swimming			
Head	\$9,300	\$10,197	\$10,922
Assistant	\$5,895	\$6,395	\$6,893
Baseball/Spring Track/Soccer/Field Hockey/Softball/Volleyball			
Head	\$8,957	\$9,675	\$10,400
Assistant	\$5,651	\$6,113	\$6,633
Tennis/Golf/Bowling			
Head	\$6,338	\$6,941	\$7,538
Cross Country			
Head	\$6,185	\$7,237	\$7,791
Winter Track			
Head	\$7,030	\$7,628	\$8,230
Assistant	\$5,901	\$6,499	\$7,030
Cheerleaders			
Fall-Head	\$3,690	\$3,971	\$4,266
Fall-Assistant	\$3,161	\$3,414	\$3,741
Winter-Head	\$3,690	\$3,971	\$4,266
Winter-Assistant	\$3,161	\$3,414	\$3,741
Strength and Conditioning	\$5,395	\$5,975	\$6,555
Middle School Athletic Coach	\$4,868	\$5,380	\$5,954

ARTICLE XVII BUS DRIVERS

A. DRIVER RIGHTS

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

4. Probationary Period

The first ninety (90) days of active employment shall be the employee's probationary period. During this ninety (90) day probationary period the driver may be disciplined or discharged for any reason without recourse to the grievance procedure.

5. <u>Termination of Employment</u>

- a. Drivers shall submit written notice of at least two (2) weeks prior to the effective date of any resignation.
- b. The Board of Education shall provide written notice of termination of employment at least two (2) weeks prior to the effective date except when the termination is for cause in which case the termination will be effective immediately.

6. <u>Lay-Off and Recall</u>

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

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

7. Seniority

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

B. ABSENCES AND PAY FOR UNUSED SICK LEAVE

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

2. <u>Leave of Absence Without Pay</u>

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

C. WORK YEAR AND WORK DAY

1. Work Year

The work year shall consist of a minimum one hundred and eighty (180) student days and two (2) run orientation days. Out of district drivers may be required to work on days that the Piscataway schools are closed but their assigned schools are open. Out of district drivers who have less than 180 student driving days shall be required to report to the transportation garage for substitute work on days when the out of district school is closed and the Piscataway schools are open. Any required work days above the minimum one hundred eighty (180) student driving days shall be paid at the driver hourly rate.

2. Work Day

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

3. Orientation or Training Days

The two (2) days for orientation of bus runs and in-service training will be held during the last week in August. Drivers will be notified of the dates not later than July 15th. Orientation or training days shall not exceed four (4) hours in duration. When a driver's orientation day exceeds four (4) hours in duration the driver shall be paid for all time worked.

D. COMPENSATION

1. <u>Annual Salary</u>

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

2. Shortened Work Year

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

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

^{*}In this example the driver will be paid for 14 days.

3. <u>Extra compensation</u>

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

4. <u>Snow Days</u>

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

5. <u>Field Trips and Extra Runs</u>

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

6. Run Cancellation

- a. When a driver is notified that an extra run is cancelled prior to midnight of that day there shall be no compensation but the driver will be placed next on the extra run selection list. When the driver receives notification that the run has been cancelled after midnight but before his/her arrival at the Transportation garage the driver shall receive pay for one hour. When a driver is notified that an extra run has been cancelled after the driver reports to start the run the driver shall be paid for three (3) hours unless other work is available for the driver.
- b. When a field trip is postponed after the start of the trip or shortened because of inclement weather and rescheduled the driver who was on the trip shall have first choice to take that rescheduled trip.

7. Overtime

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

8. <u>Emergency Call-in Pay</u>

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

9. <u>Summer Pay</u>

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

E. <u>ASSIGNMENTS</u>

1. <u>Summer Work Hours</u>

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

2. Regular Route Assignments

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

3. <u>Vehicle Assignment</u>

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

4. <u>Change in Route Package</u>

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

5. <u>Regular Run Extra Curricular Assignments</u>

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

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

Assignment to field trips and extra runs will be given to those drivers who have signed up for extra work. Separate rotating seniority rosters will be maintained for school day field trips and extra runs and weekend field trips and extra runs. Assignment to school day field trips and extra runs shall not interfere with the driver's daily scheduled runs.

7. Trip Sheets and Bus Stops

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

F. <u>CREDENTIALS AND TESTS</u>

- 1. All drivers must possess a current and valid Commercial Driver's License with the appropriate endorsements for student transportation in the Board's vehicles.
- 2. All drivers must submit to and pass a bi-annual physical examination except for drivers who have reached age seventy (70) and must have an annual physical. All drivers must provide the Board with a certification from a licensed physician stating that the driver is physically fit to drive a school vehicle. Physical examinations may be performed by the school physician at no cost to the

employee. If the driver elects to use another doctor for the physical examination the driver shall be responsible for the cost.

3. <u>Drug Testing</u>

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

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

4. <u>Fingerprinting</u>

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

G. DRIVER IMPROVEMENT

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

H. UNIFORMS

The Board shall provide each driver with five (5) polo shirts, a choice of a sweatshirt or a jacket and an optional hat each year. These items must be worn when the employee is on duty. All employees must also wear a Board issued photo identification badge while on duty. Full length pants or knee length shorts

must be worn when on duty. If the employee elects to wear a hat while on duty the hat must include a Piscataway logo. Drivers are prohibited from wearing open toe shoes.

I. WORK RULES

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

J. <u>SALARY SCHEDULE</u>

	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>	2027-2028	
Driver	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00	Per hour

Differentials

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

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

ARTICLE XVIII

REGISTERED NURSE

A. <u>WORKING CONDITIONS</u>

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

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

e. Miscellaneous

- 1. Employment including paid leaves of absence in the Piscataway School District shall be counted in determining seniority.
- 2. Seniority shall be terminated upon resignation or dismissal for cause. Employees shall remain on the recall list for a period of two (2) years following lay-off.

B. EVALUATION

- 1. Formal monitoring of the work performance of a registered nurse, shall be conducted openly and with full knowledge of the registered nurse. A registered nurse shall be given a copy of any evaluation report prepared by his/her evaluator before any conference to discuss it. Evaluation reports shall be placed in the personnel file only after the registered nurse has reviewed the report. The registered nurse shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement. The registered nurse shall have the right to submit a written response which will be attached to the file copy.
- 2. A registered nurse shall have the right upon request to review the contents of his/her personnel file in the presence of the Director of Human Resources or designee.
- 3. At least once each year a registered nurse shall have the right to indicate those documents and/or other materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and shall be either destroyed or retained.
- 4. No material unfavorable to a registered nurse's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the registered nurse's personnel file unless the registered nurse has had the opportunity to review the material. The registered nurse shall acknowledge that such material was reviewed by affixing his/her

signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement without the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The registered nurse shall also have the right to submit a written answer to such material which will be attached to the file copy.

C. SICK LEAVE

1. Extended Leave

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

D. PROFESSIONAL DEVELOPEMENT

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

E. <u>SALARIES</u>

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

REGISTERED NURSES

Step	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	54,569	56,569	58,569	60,569	62,569
2	54,969	56,969	58,969	60,969	62,969
3	55,369	57,369	59,369	61,369	63,369
4	55,769	57,769	59,769	61,769	63,769
5	56,169	58,169	60,169	62,169	64,169
6	56,569	58,569	60,569	62,569	64,569
7	58,169	60,169	62,169	64,169	66,169
8		61,819	63,819	65,819	68,085
9				67,469	70,000



OVERNIGHT TRIPS?

TOTAL STUDENT CONTACT TIME:

TOTAL NUMBER OF HOURS:

Piscataway Township School District Club Proposal



Please submit this form first to your building principal for approval

	SUBMISSION INFORMATION			
SUBMITTED BY:		DATE:	Click or tap to enter a date.	
TITLE OF ACTIVITY:				
BUILDING:		CATEGORY:		
HAS THE ACTIVITY BEEN HAPPENING O	N A VOLUNTARY BASIS?			
IF YES, FOR HOW MANY YEARS?				
REQUIRED IN	FORMATION FOR CONSIDERATION - [as a	ttachments/appe	endices]	
Attachment A-Student Interest:	Include # of students, student names	, any sign-in shee	ets, 5 student impact statements.	
Attachment B-Student Involvement:	Roles of students (active or pas	sive), club charte	er/constitution/bylaws	
ttachment C-Facility Availability: What space is needed for administrative approval?				
Attachment D-Staffing Capability:	Amount of advisors/justification for amount			
Attachment E-Supervision Capability:	Create and submit expectations- dismissal/sign-in procedures.			
Attachment F-Funding Capability:	Have you done any fund-raising? Do you have a student activity account already?			
Attachment G-Available Community P	ograms: Is there a community organizat	ion or school clu	b already in existence?	
Attachment H-Appropriateness for Stu	dent Age Group: Explain			
	BREAKDOWN OF HOURS			
All hours	should reflect time spent outside norma	l school work ho	urs.	
PREPARATION TIM	Please include information about	time spent Per N	Лeeting/Per Week	
HOW OFTEN DO YOU MEET	?			
HOW LONG ARE THE MEETINGS	?			

DETAILS	
When does this activity primarily take place?	
Number of students currently involved:	
Description and history of activity:	

	For Office Use On	ly				
Review	District Review	Print Name	Approval Date	Denial Date	Signature	Date sent to
Level 1	Principal					Level 2:
Level 2	Committee					Level 3:
Level 3	Superintendent					Level 4:
Level 4	Board Approval					Level 5: Principal signs
Level 5	Principal Returns to Applicant		Principal indicates if approved	Principal Indicate if Denied	Reason for Denial:	and returns form via email to indicate if club or activity is approved or denied