Labor Relations and Student Achievement

Presented by Patrick Duncan
Manager of Labor Relations

Are Unions Good or Bad for Student Achievement?

Potential Positives

- Higher salaries attract and retain quality teachers (make more attractive occupation) (pay differential 10% to 25%)
- Higher credentialed workforce
- Increases educational resources (estimates of 12%)
- Greater sense of professionalism and dignity
- Promotes the importance of education to public (particularly when turnout is low)
Potential Positives

- Provides collective voice to express concerns and ideas
- Increases morale and job satisfaction
- Supports practices that have been found to increase student achievement – planning time and small class size
- Forces workplace issues to be addressed
- Forces school management to be better managers

Potential Negatives

- Raises the cost of education
- Shields poor performers
- Increases absenteeism
- Bases salaries on seniority rather than merit
- Leads to misallocation of educational resources
- Institutionalizes inflexibility
- Leads to inefficient workplace rules and practices

Potential Negatives

- Encourages distrust between teachers and management/board of education
- Blocks legislative reform measures
- Strikes and other concerted activity disrupt instruction and lower morale and community relations
- Mission is not student achievement, rather increased benefits and compensation (old industrial union model)
Challenges

• Not randomly, by state
• Spill-over effects (non-union or threat effect).
• Relatively little empirical research
• Much of it is ideologically-driven
• Different methodologies (time horizon, causal linkages)

Peer-Reviewed Studies

  
  Findings: higher unionized states have higher SAT and 4th grade National Assessment of Educational Progress (NAEP) scores.

• Steelman, Powell and Carini, "Do Teacher Unions Hinder Educational Performance?" (Harvard Business Review 70, no. 4(2000))
  
  Findings: higher unionized states have higher SAT and ACT scores.

Peer-Reviewed Studies

  
  Findings: Local unionization had a statistically significant negative effect on SAT scores.

  
  Findings: unionized school districts have 2.3% higher dropout rates.
Peer-Reviewed Studies


  Findings: students significantly below or above average perform better in non-union schools, average students perform better in unionized schools, and overall students in unionized schools perform 3% better on tests.

Peer-Reviewed Studies


  Findings: mandatory collective bargaining laws for public-school teachers lead to a rise in SAT scores and a decrease in graduation rates. Further, improvements in student performance appear to come at the expense of disadvantaged students.

Conclusions

- Unclear
- Slight positive for the average kid
- Increases school spending
- May harm disadvantaged kids and honor students
Unions Are Here to Stay

- Collective negotiations agreements are in large measure lists of things that management is not permitted to do unilaterally
- No doubt that unions can have significant impact on the educational culture and climate in a particular school
- In the aggregate, unions may be bad or good but there is no doubt the discrete provisions of a collective bargaining agreement can have substantial impact on student achievement

The issue is not a teacher union contract or a teacher union management contract. What we have to do with these contracts is make them solution-driven.

Randi Weingarten
President of the American Federation of Teachers
Traditional Union Goals

- Exclusive representation
- Agency shop
- Binding arbitration
- Create a web of procedural barriers and thresholds for management
- Seniority
- Reduced employee work load
- Paid leave for any reason
- Greatest economic benefit for employees


New Jersey History

New Jersey - Scope of Bargaining

- The matter must intimately and directly affect employees’ work and welfare.
- Negotiations over the matter must not be preempted by a statute or regulation that speaks in the imperative and leaves nothing to the discretion of the employer; and
- Negotiations over the matter must not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental/educational policy.
Not Negotiable in New Jersey

- Transfer
- Evaluation
- Job Descriptions
- Promotions
- RIF's
- Leave Verification
- Student Safety Concerns (Supervision)
- Staffing and Staff Deployment
- Academic Calendar
- Class Size
- Curriculum
- Instructional Material
- Non-renewal
- Pensions
- Time Keeping
- Chapter 78 Health Care Contributions (until the contract beyond sunset)

Continuity of Instruction

On any given school day, up to 40 percent of teachers in New Jersey's Camden City Public Schools are absent from their classrooms.
Sick Leave

Accumulative

- All teachers employed shall be entitled to ten (10) sick leave days each school year, as per Title 18A:30-2.
- Unused sick leave days shall be accumulated from year to year with no maximum limit.

Sick Leave

- Each ten-month [tenured] employee shall be allowed twelve (12) days sick leave. ... all days of such sick leave not utilized shall be accumulated to be used for additional sick leave without loss of pay...
- Employees who utilize no sick days of their sick leave benefit in any one school year shall receive a bonus payment of $730.00;

Sick Leave

.....upon the expiration of the employee's sick days accumulated... in the course the employee shall have and sustain complete loss of pay for one week....and for the second week....of such continued illness, the employee shall have deducted from pay, the per diem salary of a substitute.
Sick Leave - Cont

After the expiration of the two (2) week period, upon the concurrence of the Board's Medical Director and the recommendation of the attending physician that further absence from service is essential, the Board (having in mind the length of employment of such employee) shall grant further leave to such ill employee, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Additional Sick Days With Sick Pay</th>
<th>Further Days, Less Sub Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 10 days</td>
<td>10 days</td>
<td>0 days</td>
</tr>
<tr>
<td>Less than 30 days</td>
<td>30 days</td>
<td>10 days</td>
</tr>
<tr>
<td>30 days or More</td>
<td>30 days</td>
<td>20 days</td>
</tr>
</tbody>
</table>

Instructional Time

Extending school time can be an effective way to support student learning, particularly for students most at risk of school failure and when considerations are made for how time is used.


Instructional Time

The teacher in-school work day shall not exceed seven and one quarter hours, which shall include a duty free lunch period as guaranteed in this Agreement.
Instructional Time

- The arrival and departure times shall be designated in Schedule H, however, their total in-school workday shall consist of not more than 6 hours and 35 minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article.

- Except as defined in C (2) below, no teacher shall be required to report for duty earlier than 10 minutes before the opening of the pupils' school day and shall be permitted to leave no later than 10 minutes after the close of the pupils' school day, except as otherwise designated in Schedule H. On Fridays or on days preceding holidays or vacations, the teachers' days shall end at the close of the pupils' day.

Instructional Time – Cont.

- The daily teaching load in the senior high school shall be 5 teaching periods and shall not exceed 200 minutes of pupil contact time per day.

- Teachers in the senior high school may be assigned to one additional supervised study or other non-teaching duty, i.e., hall duty, for a period not to exceed 40 minutes per day and this shall not count as a teaching period for the purpose of this Article.

Instructional Time – Cont.

- Teachers in the senior high school may be assigned to a specific area up to one (1) period, not to exceed 40 minutes per day, for student advocacy/common planning, as assigned by the administration.

- Teachers, where possible, shall not be required to teach more than two (2) subject areas.

- Teachers will share equitably their duties and that they will cooperate with individual school administrative policies concerning monitoring and line duties, providing said duties do not exceed more than 10 minutes of the normal school day (Schedule H). Individual schools are free to establish policies or to continue current policies.
Prep Time

Each teacher shall be guaranteed 150 minutes preparation time per week. No assigned time to be less than 30 continuous minutes. Said time shall be prorated when school is not in session for 5 days in any week and shall be prorated for part-time staff.

Prep Time

Each teacher will have guaranteed preparation time according to the following schedule:

A. Elementary - four (4) forty (40) minute preparation periods each week and one (1) additional forty (40) minute preparation period each week to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings. This time will be provided during special area instruction time with no more than one (1) period per day if possible (art, music, physical education, media).

Prep Time

B. Each high school teaching staff member shall have one (1) on-call period, one (1) preparation period and one (1) lunch period per day. The on-call period is a duty-free period to be utilized only in an emergency* situation. (*An emergency shall be defined as a situation where an assignment, meeting or duty does not occur on a routine basis.) It is agreed that in the event LHS is returned to an eight (8) period day, the LEA reserves the right to bargain the impact of more than a five (5) minute change in each period.
Prep Time

C. Principals and supervisors may conduct meetings during a common planning period. No scheduled meetings should be held during a teacher’s preparation period or lunch. A teacher’s preparation period may be used for conferences involving observations or evaluations when mutually agreed between the teacher and principal/supervisor.

Compensation/ Resource Allocation

Teaching staff New Jersey have salary guides based on:
- Years of experience
- College Credits
**Sample Salary Guide**

<table>
<thead>
<tr>
<th>Step</th>
<th>BA</th>
<th>MA</th>
<th>MA+20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>44,425</td>
<td>47,725</td>
<td>50,025</td>
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<tr>
<td>2</td>
<td>46,000</td>
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<td>48,675</td>
<td>51,335</td>
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<tr>
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<td>59,580</td>
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<tr>
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<tr>
<td>9</td>
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<td>72,330</td>
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<td>67,925</td>
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<tr>
<td>11</td>
<td>70,725</td>
<td>77,955</td>
<td>78,255</td>
</tr>
<tr>
<td>12</td>
<td>73,570</td>
<td>80,980</td>
<td>81,280</td>
</tr>
</tbody>
</table>

**Pay – Salary Guides**

**Rewards for Outstanding Performance**

- Teachers on the universal salary scale who earn a “highly effective” summative evaluation rating would earn up to $12,500 in non-pensionable bonuses every year:
  - Up to $5,000 for earning a “highly effective” rating
  - Up to an additional $5,000 for working in one of the district's lowest-performing schools
  - Up to an additional $2,500 for teaching in a hard-to-staff subject area

**Pay – Salary Guides**

**Salary Steps Tied to Experience and Performance**

- All teachers must earn an "Effective" or "Highly Effective" summative evaluation rating to automatically advance on their salary scale.
- Teachers rated "ineffective" would not move to the next step at the end of the school year.
- Teachers rated "Partially Effective" may, at the discretion of the Superintendent, have the step withheld.
- However, "Partially Effective" teachers who improve to "Effective" or "Highly Effective" the following year would move up a step and receive a one-time stipend worth 25% of the ensuing raise.
Process

- Identify Impediments to Student Achievement
- Identify Contract Language Obstacles
- Develop and Execute Negotiations Strategy

Questions
SCOPE OF NEGOTIATIONS

Since the enactment of the Employer-Employee Relations Act in 1968, the definition of the scope of negotiations for New Jersey’s public sector has been marked by an active and continuous interaction among the Legislature, the Public Employment Relations Commission (PERC), and the courts. Much to the frustration of the practitioner and layman alike, the scope of negotiations has been, and is expected to continue to be, in a constant state of flux as legislative action, as well as PERC and court decisions, define and redefine what may be negotiated. This dynamic process was structured by the Act’s provisions that authorize PERC to determine negotiability disputes and permit appeals of the Commission’s decisions to the courts. However, since agency and judicial decisions must be based on interpretations of statutory language, the source of negotiability definitions can be found in the specific provisions of the Act.

The PERC Law and Its Amendments

In 1968, the Act simply defined negotiability to include grievance procedures and other terms and conditions of employment. Legislative definition of negotiable topics has been subsequently modified by several amendments. In 1980, the Act was amended to permit negotiations over agency shop. In 1982, another amendment authorized negotiations over disciplinary review procedures; and, in 1990, the Act was amended to specifically authorize school districts’ negotiations over assignments to extracurricular activities and over boards’ authority to impose new forms of minor discipline. The 1990 amendment further modified the scope of negotiations by mandating binding arbitration of school employees’ grievances over minor discipline, as defined in the Act, thus precluding local negotiations over that issue.

Legislative amendments, however, have not offered further definition of the Act’s broad authorization of negotiations over “terms and conditions” of employment. That responsibility falls in accordance with the provisions of the 1968 Act, to PERC and the courts.

Judicial Clarification

While the primary jurisdiction to resolve negotiability disputes belongs to PERC, the Commission’s decisions may be appealed to the Appellate Division. The Commission’s subsequent decisions must then be guided by judicial interpretation of the Act. The courts, therefore, have had a profound impact in defining New Jersey’s scope of negotiations.

Test of Negotiability

In three landmark decisions, the Supreme Court held that the scope of negotiations in the public sector must be more limited than that in the private sector because the public employer is the government, which has special responsibility to the public. The Court maintained that the foundation of our democratic system would be endangered if matters of governmental policy were left to the process of collective negotiations, where citizen participation is precluded. Thus, the Court concluded that matters of public policy are properly decided, not by negotiation and arbitration, but by the political process.

Consequently, the Supreme Court in Ridgefield Park interpreted the Act as providing only two categories of negotiations for most public employees: mandatorily negotiable terms and conditions of employment and illegal, nonnegotiable matters of governmental policy. A three-prong test of negotiability, enunciated in Local 195, has provided guidance to PERC and the courts in making scope determinations. To be negotiable, a subject

- must intimately and directly affect the work and welfare of public employees;
- must not be preempted by a statute or regulation which speaks in the imperative and leaves nothing to the discretion of the public employer; and
- must not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy.

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1 This amendment was modified by a 2002 amendment to the PERC Law. The latest amendment authorizes unions that do not obtain agreements to agency shop provisions to petition PERC to order the employer to institute a representation fee deduction. The 2002 law directs PERC to issue such orders, if after conducting a hearing, the Commission finds that the union meets the criteria set by statute. For more information on this topic, see The Negotiations Advisor article “An Analysis of an Agency Shop Provision.”


3 Negotiations involving police and firefighters are controlled by a specific statute which specifically provides for a third category of negotiable topics, termed “permissive subjects.” The Court in Paterson, supra., restricted the permissive category to preclude negotiations on matters which would place “substantial limitations” on a public employer’s policy-making authority.
All three of the above criteria must be met before a subject can be negotiated. Thus, if a subject intimately affects employees’ working conditions, but does not meet the other two criteria, it is nonnegotiable.

**Case-by-Case Application** The test of negotiability provides a standard approach to the process of defining terms and conditions of employment. However, the courts also found that the test must be “fine-tuned to the details of each case” and that the determination that an issue in dispute could present “significant interference” with governmental or educational policy decisions requires a case-by-case consideration. These judicial directives, emphasizing the inherently changing nature of scope definitions, have guided PERC’s approach to resolving disputes over negotiability.

**PERC Decisions**

PERC’s jurisdiction in scope determinations is triggered by the filing of petitions seeking to resolve negotiability disputes that may arise during negotiations or during the administration of a negotiated agreement. PERC’s authority in its case-by-case review is limited to an “abstract” determination of whether the provisions of the law and the body of established case law permits negotiations over a particular issue. This process does not always result in decisions that clearly categorize an issue as totally negotiable or not negotiable. Rather, aspects of an issue may contain both negotiable and nonnegotiable elements. Further, whether an issue is negotiable can frequently depend on the context of the dispute.

**The “Split” Decision**

The test of negotiability is designed to identify whether the issue in dispute predominantly involves a nonnegotiable managerial policy decision or a mandatorily negotiable term and condition of employment. However, some disputed issues may be found to contain elements which involve both managerial and employee interests. In those instances, PERC may issue a “split” decision that severs the nonnegotiable component from the negotiable: managerial rights to determine policy will be insulated from the negotiations process, while the related terms and conditions of employment will be deemed to be mandatorily negotiable.

**The Context of the Dispute**

Scope determinations can also be influenced by the context in which the dispute arises. For example, a petition filed in the context of negotiations seeks a ruling of whether the parties can, under the law, negotiate over the issue. In that context, the proposal may be found to meet all three prongs of the test of negotiability and thus to be mandatorily negotiable. However, a dispute that arises during the life of a contract generally seeks a ruling of whether an arbitrator can, under the law, enforce the provision in question. The test of negotiability will also be applied to resolve this dispute. However, under the particular circumstances and context of the dispute, the same test may indicate that permitting binding arbitration would result in significant interference with policy decisions. For example, while the number of evening parent-teacher conferences is generally a mandatorily negotiable topic, an arbitration award that would preclude a board from increasing the negotiated number would significantly interfere with the board’s policy decision to extend opportunities for informing parents of student progress. As such, the decision to increase the number of evening conferences, under this particular factual pattern and in this context would not be within the legal scope of negotiations and could not be submitted to binding arbitration. Note, however, the issue of compensation for the additional conference would be seen to be a severable, legally negotiable and arbitrable issue.

**Interaction Among Agencies**

The continuous interaction among the legislative, judicial and administrative branches of government is a significant factor in the fluctuating definition of the scope of negotiations. For example, the 1990 amendments to the PERC Law which required binding arbitration of certain disciplinary determinations affecting school employees resulted in PERC's active involvement in resolving disputes over what constituted arbitrable discipline. PERC's decisions included a holding that, except in situations involving RIFs, all nonrenewals of noncertificated employees constituted arbitrable discipline. However, in the late 1990s, the courts held that, when a contract did not include a guarantee of continued employment, the

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6 See, for example, Monroe Township Board of Education, PERC No. 93-0, 10 NJPER 23104, in which PERC held that the number of parent-teacher conferences was a mandatorily negotiable term and condition of employment. However, also see discussion on “The Context of the Dispute.”
7 Monroe Township Board of Education, supra. A detailed discussion of the differences between legal and contractual arbitrability can be found in PERC: The Public Employment Relations Law, Vol. 6 of the NJSHA’s School Board Library Series; also see the article “Preparing to Arbitrate Disciplinary Grievances” in the Selected Topics section of The Negotiations Advisor.
8 See, for example, Dumont Board of Education, PERC No. 93-17, 19 NJPER 23202. For a full discussion of the evolving definition of discipline, see the article “Discipline of School Employees Under the PERC Law” in the Selected Topics section of The Negotiations Advisor.
nonrenewal of noncertificated staff employed on a fixed-term contract did not constitute a mandatorily arbitrable disciplinary determination. These decisions may have a significant impact on the proposals that may be raised in school districts' negotiations.

**Interaction With Other Laws**

The second prong of the test of negotiability also requires that all statutes must be considered in determining whether an issue is preempted from negotiations. Thus, changes in other statutes, such as school law, can have a significant impact on the scope of negotiations. For example, in 1996 the New Jersey Supreme Court found that a 1987 change in school law required the modification of a long-standing interpretation of boards' obligation to maintain the status quo under the PERC Law. In *Neptune Township*, the Court held that the amendment to N.J.S.A. 18A:29-4.1 prohibited local boards of education from paying increments to teaching staff members after the expiration of a three-year agreement. Given this holding, PERC concluded that principles of labor law also precluded boards of education from paying increments to other classifications of employees covered by the same three-year contract as the district's teachers. This decision has been appealed and the negotiability of this issue may become a new volatile area in the definition of scope.

**Summary**

Legislative actions, court decisions and subsequent PERC applications of new legal requirements result in a very active and dynamic definition of the scope of negotiations. While the basic principles governing this definition seem well-established, case-by-case determinations, as well as legislative initiatives, can continue to alter the specifics of negotiability. Given the many factors that influence scope determinations, please use the following list of negotiable subjects as abstract guidelines, but remember to check with your board attorney, professional negotiator, or the NJSLA Labor Relations Department for information concerning the most recent interpretation of your negotiations obligation.

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10 *Neptune Township Board of Education, 144 N.J. 16 (1996).*


12 For greater details of the negotiability of specific topics, see "A Guide to Negotiability" in the References section of *The Negotiations Advisor.*

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**STRUCTURE OF NEGOTIATIONS**

*Scope of Negotiations*
# Overview of Topics of Negotiations

The following listing summarizes the current scope of negotiations in New Jersey’s public sector. For a more detailed review, including case cites, please consult “A Guide to Negotiability” in the References section of *The Negotiations Advisor*.

## Mandatory Topics

The Act, court decisions and PERC determinations have held that the following are *mandatory topics of negotiations*. Remember—you must negotiate these issues but you do not have to concede unless you wish to do so.

| Advisory arbitration for the application of management prerogatives to individual employees | Payment for unused accumulated sick leave |
| Agency shop | Past practice |
| Commencement date of negotiations, if earlier than date set by PERC | Personal leave |
| Committees on nonnegotiable topics that have merely advisory authority | Personnel file, access to |
| Compensation | Physical facilities and working conditions |
| Discipline procedures consistent with statutes | Posting procedures |
| Discipline of school employees, not authorized or prohibited by law | Preparation periods |
| Duty-free lunch | Promotion procedures |
| Evaluation criteria for merit pay | Reduction in force, notice provisions and compensation for remaining staff if there is a significant increase in work load |
| Evaluation procedures that do not contravene statute or administrative code and do not interfere with the process | Release time |
| Extracurricular assignments of individuals meeting district qualifications | Representation for teacher conferences, other meetings |
| Fair dismissal procedures, that do not interfere with the nonrenewal of nontenured teachers | Rules, change of |
| Fringe benefits, including benefits for RIFfed teachers if incorporated into the contract | Sabbatical leaves |
| Grievance procedures | Safety issues |
| Hiring procedures | Salary guide, initial placement, credit for experience |
| Holidays | Shifting unit work from unit employees to employees outside the unit (specifically distinguishable from the nonnegotiable topic of subcontracting) |
| Holdback of salary | Sick leave, above the statutory minimum |
| Hours of work | Sick leave, payment for verification |
| Insurance, including disability income | Summer session, procedures for filling positions |
| Job security (for employees not covered by tenure statutes) | Teacher-pupil contact time |
| Leaves of absence, in excess of statutory guarantees | Teacher rights clause |
| Leaves of absence: stacking of statutory and contractual benefits | Teaching periods, number of |
| Length of the collective bargaining agreement | Transfer and assignment procedures |
| Management rights clause | Union business, time off for, use of prep period for |
| Merit pay (including evaluation criteria) | Tuition reimbursement |
| No-strike provision | Vacations |
| | Work load |
| | Workday, length of |
| | Work year, length of |

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13 Note, however, binding arbitration of school employees’ grievances over minor discipline, as defined in the Act, is statutorily mandated and is, therefore, not negotiable.

14 This is generally mandatory for public employees; however, for teachers it is mandatory only to those days in excess of the 180 minimum required for state aid.
### ILLEGAL TOPICS

The following items have been determined to be illegal topics of bargaining because they involve matters of educational policy or inherent management prerogatives:

<table>
<thead>
<tr>
<th>Absenteeism and tardiness policies</th>
<th>Instructional materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic calendar</td>
<td>Lesson plans, format of and scheduling of submission</td>
</tr>
<tr>
<td>Affirmative action plans</td>
<td>Number of employees and deployment of personnel</td>
</tr>
<tr>
<td>Application of evaluation criteria</td>
<td>Parent-teacher conference, decision to schedule and changes in number of evening conferences for policy reasons</td>
</tr>
<tr>
<td>Assignment (other than extracurricular)</td>
<td>Productivity studies</td>
</tr>
<tr>
<td>Audio-visual equipment, use of</td>
<td>Qualifications for employment</td>
</tr>
<tr>
<td>Budget formulation</td>
<td>Qualifications for increment</td>
</tr>
<tr>
<td>Class size</td>
<td>Qualifications for promotion</td>
</tr>
<tr>
<td>Curriculum</td>
<td>Sick leave, verification of</td>
</tr>
<tr>
<td>Decision to assign bus, cafeteria, corridor and playground supervision</td>
<td>Staffing, number of employees</td>
</tr>
<tr>
<td>Decision to reschedule snow days in teacher vacation period</td>
<td>Student-related issues: discipline, grading, grievance procedure, safety, testing</td>
</tr>
<tr>
<td>Decision to go to split sessions</td>
<td>Subcontract, decision to</td>
</tr>
<tr>
<td>Design of students' school day</td>
<td>Supervision of employees by department chairperson</td>
</tr>
<tr>
<td>Dress code, adoption of</td>
<td>Transfer, decisions and criteria (other than disciplinary transfers of school employees)(^{16})</td>
</tr>
<tr>
<td>Evaluation, selection of evaluator; advance notice of observation</td>
<td>Use of teacher aides</td>
</tr>
<tr>
<td>Facilities relating to the education process</td>
<td></td>
</tr>
<tr>
<td>Impact(^{15}) of nonnegotiable decisions, when such negotiations would present significant interference with determination of policy</td>
<td></td>
</tr>
</tbody>
</table>

The following items have been held to be illegal topics of bargaining because they contravene specific statutes or regulations:

<table>
<thead>
<tr>
<th>Composition of the bargaining team</th>
<th>Pensions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decision to RIF</td>
<td>RIF procedures (such as seniority, recall, and bumping rights) covered in statutes</td>
</tr>
<tr>
<td>Discipline, procedures ending in binding arbitration for non-school employees with other statutory appeals procedures</td>
<td>Religious leave (paid), if not charged to general personal leave or vacation</td>
</tr>
<tr>
<td>Early retirement incentives</td>
<td>Seniority provisions inconsistent with Title 18A</td>
</tr>
<tr>
<td>Evaluation criteria</td>
<td>Sick leave, unlimited blanket</td>
</tr>
<tr>
<td>Extended sick leave</td>
<td>Sick leave, use of for other than statutory purposes</td>
</tr>
<tr>
<td>&quot;if/then&quot; clause</td>
<td>Smoking in school buildings</td>
</tr>
<tr>
<td>Impact of RIF on remaining teachers, and on RIF’ed teachers when there is no significant increase in work load</td>
<td>Student grievance procedures</td>
</tr>
<tr>
<td>Maintenance of membership clauses</td>
<td>Sunshine bargaining as a precondition to negotiations</td>
</tr>
<tr>
<td>Nonrenewal of nontenured teachers, decision to Parity</td>
<td>Withhold increments, decision to</td>
</tr>
</tbody>
</table>

\(^{15}\) Woodstown-Pilesgrove, supra., and Piscataway Township Board of Education, supra.

\(^{16}\) In-between work-site transfers of school employees for predominantly disciplinary reasons are prohibited by N.J.S.A. 34:13A-25.