

AGREEMENT BETWEEN

The Washington Township Board of Education

AND

**The Washington Township Education Association
(Mercer County)**

July 1, 2005-June 30, 2008

This Agreement entered into this ____ day of August 2005, by and between the Board of Education of the Township of Washington, in the County of Mercer, New Jersey, hereinafter called the “Board” and Washington Township Education Association, hereinafter called the “Association.”

WITNESSETH
ARTICLE 1
Recognition

1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances, terms, and conditions of employment for all certified personnel and support staff employed by the Board, with the exception of the Administration.

1.2 For the purpose of this Agreement, the following definitions will be included, but not be limited to:

A. Teachers: Classroom Teacher, School Nurse, Guidance Counselor, Librarian, Speech Language Specialist, Specialist Teacher, Social Worker, LDTC, and School Psychologist.

B. Support Staff: secretaries, clerks, custodian/maintenance personnel, technology specialist, bus drivers, security guards and aides excepting any support staff employee designated a confidential employee.

C. A school day is defined as any day school is in session for students and a work day is Monday through Friday, excluding holidays.

D. A work week is Monday through Friday, excluding holidays.

E. Full-Time Employee: an employee who works 100% of the contractual work week during the annual term of employment. For example:

E.1. Full-Time 10 Month Employee: a 10-month Employee who works 100% of the contractual work week during the 10 month period of employment.

F. Employee: all employees represented by the Association in the negotiating unit as above defined.

F.1. Any additional job titles for non-confidential employees shall be placed under the appropriate definitions.

G. Any additional job titles for non-confidential employees shall be placed under the appropriate definitions, and salary shall be negotiated with the association prior to employment.

1.3 The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization or individual other than that designated as the representative pursuant to "the New Jersey Public Employer-Employee Relations Act, NJSA 34:13A-et seq."

1.4 Part time employees shall be granted sick day benefits based upon their number of hours worked per week over the number of hours in the regular work week, times the number of days granted per year.

ARTICLE 2

Negotiation of Successor Agreement

2.1 Unless otherwise mutually agreed by the parties, negotiations of a Successor Agreement shall commence in accordance with the rules and regulations of Public Employment Relations Commission. The Association shall submit their proposal at the first negotiation session which shall be mutually determined by the parties.

ARTICLE 3

Grievance Procedures

3.1 Definition of Grievance

A “grievance” is a claim by an employee or the Association that he/she or it has been aggrieved based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

3.2 Time Limits

If both parties agree, any level of the grievance process can be extended by mutual consent to an agreed upon alternate date. This provision may not be used by either party to delay the grievance process.

3.2.1 The employee or employees who have a grievance shall discuss it first with the building principal or immediate supervisor in an attempt to resolve the matter informally. If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the aggrieved, then the aggrieved shall initiate a grievance at Level One of this procedure unless it is determined that a grievance concerns a matter which is not within the authority of the building principal or other immediate supervisor. The Association may then submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The grievance shall be initiated within 15 (WTEA) school days from the date of the incident or occurrence giving rise to the grievance or shall be considered resolved.

3.3 Purpose

A. The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment of employees covered by this Agreement.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any Level of the procedure.

B. All grievances processed at Level One through Level Four shall be in writing setting forth the following:

1. Contract articles, board policies, administrative decisions allegedly violated.
2. Nature of the grievance.
3. Remedy sought.
4. Reason(s) for dissatisfaction with disposition of grievance at previous step.

C. Work days shall be substituted for school days involving any grievance not completed by the end of the school year, provided that said grievance is initiated prior to June 30th.

3.4 Class Grievance

3.4.1 If, in the judgment of the Association, a grievance affects a group or class of employees, and/or if this affected group or class of employees are supervised by different individuals, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so

3.5 Level One – Principal or Immediate Supervisor

If the grievance is not resolved informally to the satisfaction of the aggrieved, or if no response has been given by the principal or immediate superior within ten (10) school days after the informal discussion, then the aggrieved shall file the grievance in writing with his principal within ten (10) school days after the principal or immediate superior's

response or fifteen (15) school days after the grievance was presented, whichever is sooner.

3.6 Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance at Level One, he/she may file the grievance in writing to the Superintendent within ten (10) school days after the decision at Level One, or fifteen (15) school days after the grievance was presented, whichever is sooner. The Superintendent shall hold a hearing with the aggrieved and render a decision in writing within ten (10) school days of receipt of the grievance by the Superintendent.

3.7 Level Three – Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may within five (5) school days after the decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing to the Board of Education. The Board shall hold a hearing with the aggrieved and render a decision in writing within thirty (30) school days of receipt of the grievance by the Board. At its discretion, the Board may designate a committee of its members for the purpose of conducting this Board level grievance hearing.

3.8 Level Four – Arbitration

No claim by an employee shall constitute a grievable matter beyond Level Three or be processed beyond Level Three if it pertains to:

- 3.8.1 a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.

b. A complaint of a non-tenured teacher which arises due to not being re-employed.

c. A complaint by any certificated teacher occasioned by appointment to or lack of retention in any position for which tenure is either not possible or not required.

3.8.2 If an employee is dissatisfied with the decision of the Board and if the grievance pertains to a violation of this agreement between the Board and the Association, the teacher or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than 10 working days after the decision, in writing to the Superintendent.

3.8.3 An employee, in order to process the grievance beyond Level Three, must have the request for such action accompanied by the written recommendation for such action by the Association.

3.8.4 Within ten (10) calendar days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.

a. A request by either party shall be made to the American Arbitration Association or the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arbitration Association or the Public Employment Relations Commission to submit a second list.

c. If the parties are unable to agree, within ten calendar days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or the Public Employment Relations Commission may be requested by either party to designate an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be binding on both parties. Only the Board, the employee, the employee's representative, the Association, and the principal and/or immediate supervisor shall receive copies of the arbitrator's report. This shall be accomplished within fifteen working days of the completion of the arbitration hearings.

3.9 Cost of Arbitration

3.9.1 Each party shall bear the total cost incurred by itself.

3.9.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such cost will be shared equally.

3.10 Whenever by mutual agreement of the parties, any representative of the Association or any employee participates in grievance proceedings during the working hours, that person shall suffer no loss in pay.

3.11 Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected by the grievant.

3.12 Miscellaneous

3.12.1 Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the aggrieved of the decision at that step.

3.12.2 It is understood that all employees, including the grievant, shall during and notwithstanding the pedantry of any grievance, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administrators until such grievance and any effect thereof shall have been fully resolved.

ARTICLE 4
Rights of the Parties

4.1 The Board of Education, subject only to the language of the New Jersey Public Employer-Employee Relations Act, NJSA 34:13A-et seq. and this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which whatever actions might be necessary to carry out the mission of the school district in situations of emergency.

4.2 Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations and that prior approval has been granted by the appropriate administrator, which approval shall not be unreasonably withheld.

4.3 Representatives of the Association shall be permitted to use school facilities and office equipment for official Association business if this shall not interfere with normal school operations, and provided that prior approval has been granted by the appropriate administrator. Such approval shall not be unreasonably withheld.

4.4 The Board agrees to furnish to the Association, one copy of the draft agenda and approved minutes of all public meetings no less than 24 hours prior to the Board meeting; one copy of the names and address of all employees covered by the unit, and public information concerning the district which the Association may request that is necessary to the operation and function of the WTEA. Nothing contained herein shall impose any obligation upon the Board to disclose any information which may be classified and/or confidential.

4.5 Whenever any employee is required to appear before the Board or any agent thereof concerning any matter which could adversely affect the continuation of that employee in the office, position, or employment or the salary or any increments pertaining thereto, then the employee 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 the employee and represent the employee during such meeting or interview. The Board agrees to furnish by June 30th to each employee a statement of step placement and salary for the coming year.

4.5.1 The Association President shall be granted release time as needed with the approval of the Superintendent, which shall not be unreasonably denied.

4.6 Employees shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. Employees shall have the right to have representative(s) of the Association present during such review. Employees will be given an appointment for this review within one business day of a request.

4.7 No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the

opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and such answer shall be attached to the file copy.

Personnel files which are not available for employee's inspection shall not be established by the Board or any agent thereof. Absent a signature, the administration has the right to incorporate a document into the employee personnel file. However, the employee shall be notified in writing of the inclusion of said document.

4.8 The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, as the exclusive representative of the employees, and to no other employee representative organizations.

ARTICLE 5 Work Day

5.1 As a professional, a teacher is expected to devote to this work, the time necessary to accomplish the task. The Association agrees that a teacher's day is not necessarily conterminous with that of a pupil. However, it shall be no less than that which is established for pupils. The school day for teachers shall not exceed seven hours and fifteen minutes consecutively, except when teachers remain during school emergencies to protect the health and safety of children.

In the event of an emergency that results in a bus delay beyond the normal departure time, teachers shall be assigned coverage on a rotating basis in accordance with seniority.

5.1.1 Other committees and meetings are permitted under the terms of this Agreement; however, it is understood by the parties that teacher participation in such committees or meetings is voluntary.

5.1.2 A half-day for both teachers and staff requesting sick or personal leave shall be one half of the contractual work day. For certified staff that would be the period ending closest to half of the contractual work day.

5.1.3 Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings no more than two (2) days each month. Under normal circumstances, faculty meetings will not exceed 60 minutes, except at principal's discretion.

5.1.4 Teachers remaining after the end of the regular work day for the purpose of developing curriculum as directed by the Administration shall be compensated at an hourly rate of \$31.00 for the 2005/2006 school year, \$31.50 for the 2006/2007 school year, and \$32.00 for the 2007/2008 school year.

5.1.5 Teachers, approved by the administration to perform instructional services outside of the contractual work day, will be compensated at the hourly rate of \$31.00 for the 2005/2006 school year, \$31.50 for the 2006/2007 school year, and \$32.00 for the 2007/2008 school year.

5.1.6 Teachers, approved by the administration to perform non-instructional services outside of the school day, will be compensated at the \$25.00 per hour rate for the 2005/2006, 2006/2007, 2007/2008 school years.

5.2 All employees shall have a duty-free lunch period pursuant to Commissioner's regulations, Administrative Code Title 6:3-1.15 or any other applicable code changes.

5.3 The work year for teachers shall include one hundred eighty (180) pupil contact days, one (1) day prior to the opening of school and four (4) in-service days. Prior to beginning employment, teachers new to the district shall report for work for three pre-employment training days. Thus, the total number of days for new teachers to the

district shall be one hundred eighty-eight (188) days and, for all other teachers, one hundred eighty-five (185) days. Part-time teachers work year shall be prorated.

5.3.1 Regardless of whether a teacher is full-time or part-time, all teachers will be required to attend all in-service days. Part-time employees will be compensated at a pro-rated basis for time that exceeds their normal work week for attending any in-service.

5.3.2 A Child Study Team member shall be compensated for summer work at a rate of \$300, for the 2005-2006 school year, \$325, for the 2006-2007 school year, and \$350, for the 2007-2008 school year per evaluation and written report. Case management, which includes but is not limited to IEP meetings, completing mandated documents, etc., shall be paid an hourly rate of \$31.00 for the 2005-2006 school year, \$31.50 for the 2006-2007 school year and \$32.00 for the 2007-2008 school year.

5.3.3 Any days worked by Child Study Team members, including Speech/Language Specialists, exceeding their specific work year as specified by 5.3 will be paid at a per diem rate, not exceed 195 days, unless the employee is asked and agrees to beyond 195 days.

5.4 All employees shall indicate their arrival and departure from the buildings by initialing the "sign-in/sign-out" roster.

5.5 All custodians and maintenance personnel must use a time clock to register arrival and departure from work.

5.6 Teachers must arrive five (5) minutes before pupils arrive each school day.

5.7 Teachers may leave the building without requesting permission during their scheduled duty-free lunch period or preparation period, but they must indicate their leaving and return by initialing the faculty "sign-in/sign-out" roster.

5.8 Any teacher required to perform a duty or any other task during any individual preparation period shall be compensated per period at a rate of \$25.00 for the duration of this agreement. Procedures are to be established cooperatively by the Administration and Association.

5.9 Teachers and classroom paraprofessionals who are contracted to increase the one hundred eighty (180) day student school year to work a two hundred ten (210) day student school year will be paid at their pro-rated salary. Additionally, teachers and paraprofessionals would receive one additional sick day and one personal day, *which days shall not bank*. In addition to a duty-free lunch period, teachers shall have the equivalent of one (1) teaching period, as designated on the school's master schedule, for daily preparation, during which they shall not be assigned other duties.

5.9.1 Teachers, who are requested to attend a professional development seminar during the summer, as directed by an administrator, shall be compensated at a daily rate of \$100 for the duration of this Agreement.

5.10 Prior to March 1st of each year, a committee designated by the Association, shall make recommendations to the Superintendent concerning the school calendar prior to its adoption by the Board. The President of the Association will meet with the Superintendent for the purpose of providing input into the formation of the calendar.

5.11 The Board, in determining said school calendar, will consider the recommendations of the Association prior to the adoption of the official school calendar.

5.12 In addition to a duty-free lunch period, teachers shall have the equivalent of one (1) teaching period, as designated on the school's daily master schedule, for daily preparation, during which they shall not be assigned other duties.

5.13 An effort will be made to provide teachers who are assigned to less than a full-day schedule on any given day, sufficient preparation time as determined by the Superintendent.

5.14 Full-time teachers, (including part-time teachers who may be full-time for that day) who are required to travel between buildings during some part of their lunch period or planning period in the course of their employment shall be paid a \$1,000 stipend per year pro-rated according to the number of days traveled or shall be guaranteed a lunch period and a professional planning period (i.e. travel between schools one day/week = \$200/yr.)

In addition, employees shall be compensated for their travel between buildings at the IRS mileage rate.

5.15 A school nurse shall receive \$25.00 per incident for each day she is required to travel to another school during her lunch period to provide nursing services when the school nurse assigned to that building is absent and no substitute nurse is available.

5.16 Teachers shall continue to perform the following non-teaching assignments; (a) supervision of children after arriving at school in the morning; (b) any other duty or assignment, when and if the need arises during the school day or after school. This decision will be made by the Administration based upon the health and safety of the children.

5.17 Secretaries shall have a 7 1/2 hour work day including a 1/2 hour lunch or an 8 hour work day including an hour lunch. Employee hours may be adjusted if agreed to by both employee and the Association.

5.17.1 Secretaries/clerks will not be required to report to work when there is an emergency school closing.

5.17.2 Except in case of emergency, secretaries/clerks shall not be responsible for supervising students for detention or other scheduled events.

5.18 Full time custodians shall work an eight (8) hour day, which includes a thirty (30) minute lunch period, and two (2) fifteen (15) minute breaks. Breaks may be combined to increase the lunch period but not to shorten the work day. The normal work week may be adjusted to include Saturdays for custodial and maintenance staff upon the agreement of the employee. In no event shall the regular work week exceed five (5) days, with the exception of overtime.

5.18.1 Any employee called to return to work outside of the regular-scheduled shift shall receive a minimum of two (2) hours' pay at straight time to 40 hours and at the overtime rate of time and one half thereafter, so long as said two hours are not contiguous with the employee's normal work shift.

Except in the case of emergencies, employees will be given two (2) weeks notice before an involuntary change is made permanent shifts.

5.19 Twelve month employees' work year shall be the calendar year, Monday through Friday, excluding listed holidays.

5.20 Overtime shall be paid at time and one half after forty (40) hours for all Support Staff. All custodians must report on snow days and if they work beyond eight (8) hours, they will be paid at an overtime rate of time and a half.

5.20.1 The offer of overtime shall be rotated with the rank of employees within the same job title and the same building. If an employee declines the opportunity, the offer will go to the next employee. The next opportunity will go to the next employee listed, and so on. If no one accepts the offer of overtime, employees shall be assigned to work in reverse order of seniority.

5.21 The overtime rate of pay for employees working Sunday will be time and a half.

5.22 Except in the case of emergencies, employees will be given two (2) weeks notice before an involuntary change is made permanent shifts.

5.23 The work year for ten (10) month secretarial/clerk personnel shall be from the first work day of September through June 30th. The ten-month employee work week shall be Monday through Friday excluding listed holidays.

5.24 The work year for aides shall be identical to that of teachers. Aides will follow the teacher calendar.

5.25 Teachers presenting after school workshops will be granted two hours preparation time for each one hour of teaching. If the workshop is repeated, teachers will be granted one hour preparation time for each one hour of teaching.

5.26 When a teacher is required by the building principal to work beyond the regular school day to act as a responsible adult at such things as chaperoning a dance, play, school trip, concert, etc., if the assignment is not part of the teacher's instructional responsibility, the teacher shall be compensated at a rate of \$22.00 per hour. All sponsorship of clubs shall be on a voluntary basis with the exception of those that are listed on the extra curricular salary guide. Under this provision, teachers shall be required and compensated for their attendance at up to two (2) additional events each school year. If there are not enough teachers who sign up for an event, given at least two (2) weeks notice, teachers may be assigned in reverse order of their seniority. Under no circumstances shall a teacher be assigned to an event unless all less senior teachers have attended an event. These provisions shall not include back-to-school night, after-school or evening parent-teacher conferences.

ARTICLE 6

Vacations and Holidays - Support Staff

6.1 Vacation is earned by twelve-month employees only. During the first year of employment, twelve-month employees shall earn vacation days at the rate of (5/6) days per month worked. These vacation days may be used as earned during this first year, but this use may not exceed the total number earned to date. First year employees must work three (3) months prior to using any earned vacation days.

6.2 Twelve-month employees are entitled to the following days:

AFTER COMPLETING:

1 through 4 years	10 working days
5-9 years of service	15 working days
10+ years of service	20 working days

6.3 Employees may request vacation time at any time during the year.

Employees' requests shall not be unreasonably denied. Vacation requests in excess of three (3) days must be submitted 10 days prior to the start of the leave. Vacation leave time of up to three (3) days may be submitted up to 48 hours prior to the commencement of the leave. The determining factor in granting such requests will be that the building and/or office must be maintained in the employee's absence. In no event, however, shall the request of only one employee be denied, provided the request is made within the required notice period.

6.3.1 If vacation requests exceed those that may be granted without affecting the operation of the building and/or office, the following rules shall apply:

6.3.1.1 During the two-week period preceding the requested date, precedence will be given to the employee who first received approval for the vacation day, without regard to seniority.

6.3.1.2 Prior to this two-week period, seniority shall be the determining factor in granting vacation requests.

6.3.1.3 Once vacation is approved it will not be subsequently denied.

6.3.2 Any employee called back from vacation shall be paid one and one half times his/her regular pay and vacation time shall be reinstated.

6.4 Preference for selection shall be awarded to employees in the order of seniority within each classification. Therefore, vacation schedules shall be submitted by June 1st of each year. Vacation requests received after June 1st shall be granted on a case by case basis.

6.5 If a twelve-month employee terminates employment before the end of a contract year, the employee shall be paid for accumulated vacation time at the rate of (5/6) days per month, after the third month of employment

6.6 Full vacation eligibility shall be determined as of the anniversary date of employment.

6.7 If an employee moves from a ten to a twelve-month position, he/she shall be placed on the vacation schedule applicable for his/her accumulated time.

6.8 Employees may automatically carry over to the following year up to five (5) vacation days to be used the next school year. The employee may carry over additional days, for one year, with the approval of the Superintendent and the Board of Education.

6.9 All twelve-month employees shall be entitled to 16 holidays. Fourteen (14) of these holidays shall be delineated holidays, and two (2) of the holidays shall be floating holidays. The schedule for these days shall be developed by the Superintendent after consultation with representatives of the Association. The schedule for approval shall be

presented to the Board of Education for approval and shall be posted in each school building and sent to the President of the Association by May 1st of each year.

6.10 The schedule for support staff delineated holidays shall be developed by the Superintendent after consultation with representatives of the Association. The schedule for approval shall be presented to the Board of Education for approval and shall be posted in each school building and sent to the President of the Association by May 1st of each year.

6.11 All ten-month employees shall be entitled to sixteen (16) holidays and work the teacher's schedule.

6.11.1 Any support staff member who applies to the Board of Education to attend the annual convention of the New Jersey Education Association shall be granted the right to attend for a period of not more than two days in any one year and he/she shall receive his/her whole salary for the days of actual attendance upon the sessions of such convention with documentation from the secretary/treasurer of the NJEA. The least senior employee with a black seal license may be denied if there is not proper coverage to operate each school building.

ARTICLE 7

Transfers and Reassignments

7.1 **DATE** - No later than May 15th of each school year, the Superintendent shall post in the school buildings a list of known vacancies which shall occur during the following school year.

7.2 **FILING REQUESTS** - Employees who desire a change in assignment may file a written statement of such desire with the Superintendent. Such a statement shall include the grade and/or subject or position to which the employee desires to be

assigned. Such requests for assignment for the following year shall be submitted not later than June 1st.

7.3 NOTIFICATION - Employees who have been reassigned shall be notified by the Superintendent as soon as possible.

7.4 RELOCATION – During the school year, any teacher who receives an involuntary transfer will be notified at least two weeks prior to the required move and be given at least one professional day to prepare for and/or move. Teachers who voluntarily relocate their classroom will receive a reasonable amount of release time proportionate to the scope of the task, as determined by the employee and his/her supervisor.

ARTICLE 8

Sick Leave Days

8.1 In the event of personal illness requiring absence from work, every effort should be made to notify the substitute service by 6 a.m. for teaching staff and, notification to the immediate supervisor two hours prior to the start of the workday for all support staff.

8.2 Support staff shall receive one sick day per month of employment each school year (i.e., 12 month employees shall receive twelve (12) sick days per year; 10 month employees shall receive ten (10) sick days per year). A written accounting of accumulated sick leave days shall be given to each employee on the opening day of school.

8.3 Support staff employees who retire after twenty (20) or more years of service in the District shall be compensated for each unused sick day at the rate of \$65.00 per day to a maximum payout of \$11,000.00. Sick leave compensation shall be paid in a lump

sum within thirty (30) days after the effective date of retirement or as may be elected by the employee, deferred for up to two (2) years.

Notice of retirement shall be received by February 15 of the calendar year in which the employee seeks to retire. If timely notice is not received, payment may be deferred into the next school year at the Board's discretion.

8.4 Except as otherwise stated below, a teacher who is steadily employed shall be entitled to ten (10) sick days each school year. A written accounting of accumulated sick leave days should be given to each teacher on the opening day of school.

8.4.1 Part time employees shall be entitled to ten (10) pro rated sick days.

8.5 Teachers who retire and have twenty (20) or more years of service in the district shall be compensated for each unused sick day at the rate of \$85.00 per day to a maximum payout of \$12,500 for the 2005-2006, 2006-2007, and 2007-2008 school years. Sick leave compensation shall be paid in a lump sum within thirty (30) days after the effective date of retirement or as may be elected by the employee deferred for up to two (2) years.

Notice of retirement shall be received by February 15 of the calendar year in which the employee seeks to retire. If timely notice is not received, payment may be deferred into the next school year at the Board's discretion.

ARTICLE 9

Temporary Leaves of Absence

9.1 Types of Leaves – PERSONAL - The Superintendent of schools may permit members of the professional and support staff, including Part-Time employees, to take a leave not in excess of four (4) school days total in a school year for the purpose of pursuing emergency and personal affairs or business; including the care of a member of

the immediate family, or business matters which cannot be otherwise attended to after working hours. Employees employed after September 1st shall have their personal days prorated. Such leave shall not be granted before or after a holiday, except for immediate family care. Personal leave, except for emergency situations, will be granted only when the employee has made the request in writing at least 48 hours prior to said leave. Any person granted such leave shall not have his/her salary jeopardized during the period of said leave. Two unused personal days per year shall be automatically converted to sick days.

9.2. Except in case of emergency, personal leave and vacation leave will not be granted on a day on which another custodian in the same building is scheduled to be absent.

9.3 DEATH - All employees shall be allowed leave for death with full pay for:

- A. 5 days - Spouse, Child
- B. 4 days - Father, Mother, Brother, Sister, Father/Mother-in-law
Grandchildren.
- C. 3 days - Grandparents, Stepchildren, Stepparents
- D. 1 day - Aunt/Uncle, Brother/Sister-in-law
Cousin

All unused days will not be accumulated.

9.4 Any employee shall be allowed leave for appearance in any legal proceedings connected with the employee's employment or with the school system if the employee has been subpoenaed to attend. Leave for such legal appearance shall be granted with full pay.

9.5 Any employee shall be allowed leave in the event he or she is drafted for military service or called to active duty with reserve components. Pay, benefits, and conditions of employment will remain in effect as required by law. A copy of the military orders shall be attached to the leave form.

9.5.1 Those employees returning from military leave shall be advanced to the appropriate position on the salary guide as if they had been in actual service in the district.

ARTICLE 10

Extended Leave of Absence

10.1 PERSONAL - A teacher on tenure shall be eligible for a leave of absence without pay for one (1) year for personal reasons based upon review and recommendation of the Superintendent and approval of the Board.

10.1a Personal - Support staff shall be eligible to apply for a leave of absence without pay for one (1) year for personal reasons based upon review and recommendation of the Superintendent and approval of the Board.

10.2 PROFESSIONAL - A teacher on tenure shall be eligible for a leave of absence without pay for one (1) year for professional reasons based upon review and recommendation of the Superintendent and approval of the Board. Upon return from the leave, the teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

10.3 RETURN FROM LEAVE - All benefits to which employees were entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return. However, it is understood that a teacher's return to the same grade level following a leave of absence as he/she taught prior to his/her leave is neither guaranteed, nor is it a condition of a leave of absence.

10.4 EXTENSION and RENEWALS - All extensions or renewals of leaves shall be based upon review and recommendation of the Superintendent and approval of the

Board. Such requests must be received no later than February 1st prior to the school year for which the extension or renewal is requested.

10.5 MATERNITY DISABILITY LEAVE

10.5.1 Any regularly appointed employee shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.

10.5.2 The Board of Education recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the four weeks preceding and the four weeks following childbirth, when the employee is presumed to be disabled, she will be entitled to use accumulated sick days as identified in the written accounting received by each employee on the opening day of the school year.

Should disability occur earlier in the pregnancy or continue for more than four weeks following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

10.5.3 The Board reserves the right to request a statement of health from said employee's physician and further reserves the right to require the maternity disability leave to start sooner should her condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in 10.5:4, 10.5:4.1, and 10.5:4.2 of this Article.

10.5.4 The Board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:

10.5.4.1 Performance: Her job performance has substantially declined from the time immediately prior to her pregnancy.

10.5.4.2 Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:

a. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

b. The Board's physician and the employee's physician agree that she cannot continue working, or

c. Following any difference of medical opinion between the Board's physician and the employees physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

10.5.4.3 Just Cause: Any other just cause as defined in NJSA 18A.

10.5.5 When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two months of accumulated sick leave.

10.5.6 In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.

10.5.7 The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leave of absence for pregnancy. As described in Articles 10.5:3, 10.5:4, 10.5:4.1, and 10.5:4.2, the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.

10.5.8 As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.

10.5.9 Except as otherwise provided in this Article, no tenured or non-tenured employee on maternity leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in 10.5:4.2(c) of this Article.

10.6 Child Care and Adoption Leaves of Absence

10.6.1 The Board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions:

10.6.2 Any tenured or non-tenured employee may request an unpaid leave of absence to care for a newly born or adopted child.

10.6.3 Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than 90 days prior to the requested commencement date of the leave. This 90-day notification period may be reduced by agreement between the employee and the Superintendent.

10.6.4 Any tenured or non tenured employee may return to work within the school year in which the leave begins, provided he or she shall have requested to do so in the application for a child care or adoption leave of absence and shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption, or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave beyond the school year in which it commences, shall be permitted to do so if he or she makes application at least three weeks prior to the commencement date of his or her leave of absence subject to the provisions of 10.5:5 of this Article.

10.6.5 An employee under tenure or holding a position for which tenure is not possible shall be granted a child care or adoption leave without pay for not more than two (2) years from September of the school year in which he or she request the leave. When the leave is granted, the tenured employee will return as a tenured employee. Maternity leave which begins on or after February 1st of any calendar year may extend up to two (2) years from that date, but not to exceed February 1st of the second year.

A third year may be granted at the discretion of the Superintendent. An extension of this leave for up to an additional year may be granted at the discretion of the Board of Education upon the recommendation of the Superintendent.

10.6.6 The Board shall not be required to extend the leave on non-tenured employees or within the first three years of employment of employees holding positions for which tenure is not possible beyond the school year for which they were hired. Such employees wishing to return for the following school year shall be considered by the Board for re-employment for the following year.

10.6.7 Any tenured employee and employees with three (3) continuous years in the district holding positions for which tenure is not possible may return to work in a school year subsequent to the school year in which his or her leave begins, provided he or she shall have requested to do so in his or her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two school years following the school year in which his or her leave commences, provided such employee has given the Board written notice of his or her intention to do so not less than six (6) months prior to the beginning of the school year in which he or she wishes to return.

10.6.8 No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Washington Township School District in area of his/her competence.

10.6.9 An employee granted a leave of absence under this Article shall have the following benefits paid by the Board for a period of three (3) months after the beginning of such leave:

- a. Level of health benefits negotiated for the duration of the contract
- b. Prescription Plan
- c. Dental Plan

10.6.10 Return to Service -- An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

10.7 FAMILY LEAVE—The Board of Education and the Association agree to comply with the mandates of the FMLA, NJFLA, and accompanying regulations.

ARTICLE 11

Salaries

11.1 Teacher guide increases shall reflect 4.9% in the 2005-2006 school year, 4.8% in the 2006-2007 school year and 4.8% in the 2007-2008 school year. An off guide step 17 will be created and fully funded in year two of the contract as set forth on the attached salary guide.

11.1.1 Support staff guide increases shall reflect 4.9% in the 2005-2006 school year, 4.8% in the 2006-2007 school year and 4.8% in the 2007-2008 school year.

11.2 Teachers shall be granted longevity for consecutive years of service for time served in the district less any time for unpaid leave. Longevity will be awarded in the pay period following the anniversary of employment and will be prorated for partial years. Longevity will be awarded in accordance with the following:

After 15 years = \$1,100

After 20 years = \$2,035

After 25 years = \$3,300

For those who have not reached \$3,300 by the end of this contract, a capped amount will be applied. Part-time teachers would be pro-rated.

11.3 For any support staff receiving longevity in 2005-2006, 2006-2007, 2007-2008, and for any employee eligible at the expiration of this contract, the following schedule will be applied:

After 15 years = \$1,100

After 20 years = \$1,650

After 25 years = \$2,200

After 30 years = \$2,750

11.4 Employees will be moved to the appropriate column in the guide when the Office of the Superintendent receives official transcript that would warrant the change. The new salary will be retroactive to completion date of course work and implemented within the quarter following approval.

11.5 10.7 GUIDE ADVANCEMENT -- Any employee shall be eligible for an increment in the following year provided he or she has been an active employee 91 or more working days (10-month employee) or 121 or more working days (12-month employee) of service to the district.

ARTICLE 12

Professional Development

12.1 To encourage further professional development, employees enrolled in an administratively approved course in accordance with Board policy will be paid tuition grants for up to nine (9) graduate credits per summer session; and six (6) graduate credits per fall and spring semester; and if within the scope of the certified staff member's responsibilities up to three (3) undergraduate credits per semester plus fees, subject to the following conditions below. Support staff tuition grants for undergraduate credits will not be capped. Support staff tuition grants for graduate credits will be paid for up to nine (9) per summer session; and six (6) credits per fall and spring semester. Support staff grants are subject to the following conditions below.

12.1.A Request in writing must be received by the Superintendent prior to registration.

12.1.B Approval by Superintendent shall be in writing prior to registration. The Superintendent, Business Administrator, or designee shall sign and return the approval form to the employee within eight (8) working days of its receipt in the Board Office.

12.1.C The employee must achieve a minimum grade of B or its equivalent.

12.1.D For the duration of this contract, the Board shall pay tuition reimbursement and fees up to the prevailing College of New Jersey rate.

12.1.D.1 The total amount to be paid, for teachers by the Board under this provision shall not exceed \$30,000 for the 2005-2006 school year, \$35,000 for the 2006-2007 school year and \$40,000 for the 2007-2008 school year. The amount per semester to be encumbered will equal one third (1/3) of the yearly amount. If one third of the funds are not used in any given semester, the unused amount would be divided among the remaining semester(s) within the same fiscal year. Course approval request forms must be submitted to the Board office by August 1 for fall semester, December 1 for the spring semester and April 1 for the summer semester. The Board office will respond within one week of these dates with reimbursement projected amounts. Request forms may be withdrawn after employee receives this information.

12.1.D.2 The total amount to be paid, for support staff by the Board under this provision shall not exceed \$8,000 for the 2005-2006 school year, \$9,000 for the 2006-2007 school year and \$10,000 for the 2007-2008 school year. Monies will be paid on a first come first serve basis. Course

approval request forms must be submitted to the Board office by August 1 for fall semester, December 1 for the spring semester and April 1 for the summer semester. The Board office will respond within one week of these dates with reimbursement projected amounts. Request forms may be withdrawn after employee receives this information.

12.1.D.3 Eligibility for tuition reimbursement will extend to both tenured and non-tenured certificated staff and support staff. Reimbursement will be prorated based upon the total amount requested as it relates to the annual contracted amount in the event that the total contract amount is exceeded.

12.2 PROCEDURES FOR PAYMENT

A. The employee shall submit to the Board Secretary; receipted bill for tuition, transcript of mark; and, at the employee's option, a receipted bill for text. The teachers shall be reimbursed 100 percent of the bill for the text provided the text becomes a permanent part of the district's professional library. If the text is not submitted to the district's professional library then the employee submitting the bill for the text shall be reimbursed only 50 percent.

B. Reimbursement for which the teacher is eligible will accompany earliest pay following receipt of transcript.

C. If the employee does not remain in the employ of the Washington Township Board of Education for a period of two (2) years following said reimbursement, the reimbursement will be deducted from the employee's final check and this sum, together with any further difference, will be returned to the Washington Township Board of Education. The second year payback will not apply if employee is terminated.

12.3 Upon written application by the employee, and upon the approval of the Superintendent, employees shall be reimbursed for the cost of registration and material costs for attendance at workshops, conferences or educational programs.

12.4 Any credits, which are required for certification for employment, will not be used for the establishment of starting salary, nor may they be applied in the determination of horizontal progress on the salary guide.

ARTICLE 13

Insurance Protection

13.1 The Board will, if the employee so requests assume 100% premium payment for appropriate coverage (single, family, parent/child) equal to New Jersey State Health Benefits Program which includes Basic Benefits, Extended Coverage (Rider J) and Medical Coverage.

13.2 The Board will, at the beginning of the 4th year anniversary, if the employee so requests, assume 100% premium payment for appropriate coverage (single, family, parent/child) for a \$10 co-pay for brand name and \$7 for generic / \$25 for non-preferred prescription drug plan, including contraceptive coverage. Mail order co-pays shall be \$10 co-pay for brand name, \$7 co-pay for generic and \$25 for non-preferred.

13.3 The Board will, at the beginning of the 4th year anniversary, if the employee so requests, assume 100% premium payment, for appropriate coverage (single, family, parent/child), dental coverage equivalent to the plan in effect for the 1993-95 contract.

13.4 The Board will, if the non-tenured employee, who begins his/her employment after July 1, 1996 so requests, pay 100% of the coverage listed in 13.2 and 13.3 for the employee only. Employee has option to purchase family coverage at no expense to the Board of Education.

13.5 Employee, who begins his/her employment after July 1, 1999 and is employed sixty (60) percent time or less, shall not receive benefits.

13.6 Staff members who do not choose to receive medical, prescription, and/or dental benefits through the Washington Township Board of Education must notify the board office in writing. Staff members who choose to waive the right to the benefits will receive payment of \$3500 per year for health benefits, \$1000 per year for prescription benefits and \$400 per year for dental coverage as described above for the duration of this Agreement. Payment of the waiver amount(s) will be divided equally between the December 15th and June 15th payroll. Catastrophic changes would allow the opportunity for a change in the coverage plan. (i.e. spouse job loss, etc.).

13.7 Any employee who was hired prior to 7/1/05 may be enrolled in either the Traditional insurance program or the PPO. All employees hired after 7/1/05 may only enroll in the PPO at the Board's expense. These employees may pay the difference between the PPO and Traditional coverage if they would like to avail themselves of Traditional coverage. Any person who is currently employed by the Washington Township Board of Education may change their coverage during the next open enrollment period which is scheduled for October. After this period, existing employees may only move from the Traditional program to the PPO. There will be no further migration from the PPO to Traditional coverage unless the employee is willing to pay the difference between the cost of Traditional coverage and the PPO.

ARTICLE 14

Custodial/Maintenance Supplies

14.1 The Board shall supply each custodial and maintenance employee with five (5) uniforms per year. Employees shall receive a proper fitting jacket every three (3) years, and any employee required to work outside, shall be provided with proper rain and foul weather gear. Foul weather gear for maintenance shall include a pair of insulated coveralls and a pair of insulated boots.

14.2 New employees shall receive their jacket in the first year of employment. The Board shall supply each maintenance and custodial employee with two (2) pair of work shoes.

ARTICLE 15

Fully Bargained Provisions

15.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

15.2 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE 16

Miscellaneous Provisions

16.1 Copies of this Agreement shall be printed-at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

16.2 With input from the Washington Township Board of Education, the Washington Township Education Association will develop salary guides for mutual agreement.

16.3 As long as the Middle School uses the “term” approach to instruction, all core subject teachers as well as Special Education teachers shall receive a prep period, a duty-free lunch as well as a team planning period daily.

ARTICLE 17

Dues Deduction and Agency Shop

17.1 DUES DEDUCTIONS

A. The Board agrees to deduct from the salaries of its employees dues for the Washington Township Education Association, the Mercer County Education Association, the New Jersey Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted directly to New Jersey Education Association by the 15th of each month following the monthly pay period on which deductions were made. NJEA shall disburse such monies to the appropriate association/associations.

B. Each of the Associations named above shall certify to the Board in writing, prior to August 1st, the current rate of membership dues.

C. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Business Administrator during the month following the filing of such card with the Board.

D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Business Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

17.2 AGENCY SHOP

A. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in compliance with Chapter 477, Public Law 1979.

B. The deduction shall commence for each employee who elects not to become a member of the Association of the amount of the fair share assessment.

C. The fair share fee for services rendered by the Association shall not exceed eighty-five (85%) percent of the regular membership dues, fees, and assessment.

D. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

17.3 The Association shall indemnify, defend and save the Board harmless against any and all claims, demands suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or by the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

**Fall And Spring Sports, Athletic Director,
& Year Book**

Years	2005-2006	2006-2007	2007-2008
1	2900	3100	3300
2	3000	3200	3400
3	3200	3450	3700

Winter Sports & Drama

Years	2005-2006	2006-2007	2007-2008
1	3650	3900	4150
2	3800	4050	4300
3	4100	4350	4600

Assistant Coach: 70% of appropriate rate in Guide

An Assistant will receive one-half year experience credit for every year served, when moving to a Head Coach position. A Head Coach will experience credit that is equal to time served when moving to an Assistant position.

Intramural Sports (Basketball, Volleyball)

Intramural Advisor (per session) 990
Intramural Advisor Assistants (per session) 660

Team Leaders

Years	2005-2006	2006-2007	2007-2008
0-3	540	580	620
4+	640	680	720

Overnight Stipend

2005-2006	2006-2007	2007-2008
225	240	265

PRMS/Sharon Co-Curricular

Club	2005-2006	2006-2007	2007-2008
Class advisor	1260	1360	1470
Student Council (2)	1260 each	1360 each	1460 each
Destination Imagination (2)	980 each	1060 each	1140 each
Early Act			
Science Olympiad			
Homework Assistance Advisor (meets twice weekly For one hour)	2240/year per grade level	2380/year per grade level	2520/year per grade level
Band	710	770	830
Math League	710	770	830
Scoreboard operator	40/level	40/level	40/level
Drama (per session)	400	430	460
Homework Club	400	430	460
Math Club	400	430	460
Science Club	400	430	460
Supplemental Band (per Session)	400	430	460
Volleyball	400	430	460
Study Skills	340	370	400
Safety Patrol	270	290	310
After School Sports Supervisor	25 /hour – max 2 hrs.	25 /hour – max 2 hrs.	25 /hour – max 2 hrs.

- Session is defined as ten one hour meetings or ten weeks unless otherwise noted.

The number of assistant advisors or coaches for any activity is to be determined by the Superintendent of Schools with the approval of the Board of Education.