

AGREEMENT BETWEEN
BOARD OF EDUCATION

TOWNSHIP OF WOODBRIDGE Township Board of
NEW JERSEY Education

and

WOODBRIDGE TOWNSHIP FEDERATION OF TEACHERS
LOCAL #822, AFT, AFL - CIO

FOR THE
WOODBRIDGE TOWNSHIP (TEACHER AIDES/ASSISTANTS)

FOR THE YEARS

X JULY 1, 1982 to JUNE 30, 1985

AGREEMENT

This Agreement is entered into this 28th day of April, 1982, by and between the Board of Education of Woodbridge, New Jersey, hereinafter called the "Board", and the Woodbridge Township Federation of Teachers, Local #822, American Federation of Teachers, AFL - CIO, for the Woodbridge Township Teacher Aides and Teacher Assistants, hereinafter called the "Union".

PREAMBLE

The Board and the Union agree that the paramount purpose of this Agreement as is, is the recognition of the rights and responsibilities of the parties concerned, and the formulation of procedures by which both parties may work together in good faith with regard to all matters of common concern. The Board and the Union further agree that the welfare of the children and learners is the paramount concern in the operation of the Woodbridge Township Public Schools, and that quality education will be promoted to the fullest possible extent.

ARTICLE I RECOGNITION

1. Recognition

The Board recognizes the Union as the sole and exclusive collective negotiating representative for all Teacher Aides and Teacher Assistants.

- a. The Board of Education, on or about June 1, 1972, granted recognition to the Union as majority representative of the Teacher Aides.
- b. On December 15, 1977, the Board of Education granted recognition to the Union as majority representative of the Teacher Assistants, who accreted to this unit with all the benefits

ARTICLE II, Continued

- b. If a tentative Agreement submitted by the Union is rejected by these employees of Woodbridge Township, negotiations shall be reopened.
- c. If the tentative Agreement is rejected by the Board, negotiations shall be reopened.

4. Duration of Contract

This contract shall be effective July 1, 1982 to June 30, 1985.

5. Conformity to Law-Saving Clause

- a. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- b. In the event that any provision of this Agreement is or shall at any time be contrary to the law, all other provisions of the Agreement shall continue in effect.

ARTICLE II

LEAVES OF ABSENCE

1. Anticipated Disability/Sick Leave of Absence

- a. Any employee who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such employee becomes aware of same. If the anticipated disabling event is childbirth, the employee who becomes pregnant shall notify the Board at least 90 days prior to the expected date of delivery. At the time of notification,

ARTICLE II, Continued

disabled for work four weeks before the anticipated date of childbirth at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four-week period of time. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four-week period, said teacher may use any sick leave benefits to which she is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to her inability to continue working, and (2) the Board reserves the right to verify the employee's inability to continue working.

e. The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following: The Board of Education's physician and the employee's physician agree that the employee cannot continue working.

(1) If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's physical capacity to continue working.

ARTICLE II, Continued

duties prior to the expiration of the recuperative period.

g. Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability may be requested and shall be subject to the provisions on unpaid personal leave as set forth therein under Article II, Section 2. et seq.

(1) Employees returning from disability/sick leaves of absence shall be governed by the General Provisions Pertaining to Leaves as set forth below.

h. In no event shall the Board of Education be obligated to extend a non-tenured employee's leave of absence beyond the contract year for which the employee is employed.

i. If an employee on personal leave shall become pregnant before the expiration of her leave of absence, she shall be able to apply for a personal leave of absence for pregnancy. The same rules which apply to personal leaves for pregnancy shall apply to the new request for leave of absence for pregnancy.

j. If an employee who has been granted leave of absence for pregnancy has lost her baby by reason of miscarriage, stillbirth or death of the infant before the expiration of her leave of absence, the employee shall be restored by the Board on her request, as soon as possible, to a position as nearly the same as the position she held when her leave was granted.

2. Unpaid Personal Leave

a. The Board recognizes that certain personal situations

ARTICLE II, Continued

- (5) The Board of Education reserves the right to grant personal leave so that the period of leave will coincide with the established schedule for affected educational activities and other educational concerns.
- (6) Requests for extension of personal leave received from individuals already on leave will be treated as new requests for new leaves and judged in accordance with this policy. Such requests shall be addressed directly to the Assistant Superintendent for Personnel.
- (7) In no event shall the Board of Education be obligated to extend a non-tenured employee's unpaid personal leave of absence beyond the contract year for which the employee is employed.

3. Death in the Family

- a. Up to five (5) days absence with pay will be allowed for death in the immediate family.
 - (1) If summer, spring or winter recesses occur during the five (5) days, the summer, spring or winter recesses shall be counted as part of or all of the five (5) days.
- b. Immediate family shall mean: husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, and any other member relative resident in the same family household.
- c. Up to two (2) days absence with pay will be allowed for death of a near relative.
 - (1) If summer, spring or winter recesses occur during the two (2) days, the summer, spring or winter recesses shall be counted as part of or all of the two (2) days.
- d. For purpose of this contract, a near relative is defined as an aunt, uncle, grandmother or grandfather.

ARTICLE II, Continued

resignation within fifteen (15) calendar days of termination of her/his Union duties.

6. All leaves of absence shall be without pay unless specifically stated to the contrary.

7. Sick Leave

a. Each person steadily employed by the Board will receive, without pay deduction, twelve (12) days leave per year for personal illness which are accumulative and twenty (20) days leave per year for personal illness which are non-accumulative. For example, if an individual has been steadily employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such individual becomes ill for one hundred (100) days, the individual's sick leave days shall be used in the following manner and sequence:

- (1) The twelve (12) accumulative sick leave days allowed for the current school year shall be used.
- (2) The fifty (50) sick leave days which had been previously accumulated shall be used.
- (3) The twenty (20) non-accumulative sick leave days allowed for the current school year shall be used, at which point the individual is no longer entitled to sick leave days without pay deduction. However, the individual may then request the Board to pay such individual each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A:30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

ARTICLE II, Continued

- (1) Ten (10)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 11%) multiplied by 1/200th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement. For example, if an employee, upon retirement, earned \$15,000 in the last year of employment and had accumulated 100 sick leave days, such employee would receive a lump sum supplemental compensation benefit of \$825, computed in the following manner:
 - (a) $11\% \times 100 \text{ days (accumulated sick leave)} = 11 \text{ days (Paid Retirement Sick Days)}$.
 - (b) $1/200 \times \$15,000 \text{ (salary)} = \75.00 .
 - (c) $\$75.00 \times 11 \text{ days (Paid Retirement Sick Days)} = \$825 \text{ Supplemental Compensation Benefit}$.
- (2) Twelve (12)- month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 11%) multiplied by 1/240th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement.
- (3) The lump sum supplemental compensation payment for Paid Retirement Sick Days will be paid by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental

ARTICLE III, Continued

- b. For purposes of this Agreement, the normal work schedule for Teacher Assistants shall be thirty or more hours of work per week for a ten (10) month work year between September 1 and June 30. Such work shall be scheduled in conformity with the student calendar, exclusive of Saturdays, Sundays and days on which school is closed for inclement weather.
- c. In the event that an employee reports for work and shall be dismissed from employment on that day due to events beyond the control of the Board such as snow, electrical failure, etc., there will be no reduction in pay for that day because of early dismissal.
- d. On three possible early dismissal days, specifically the days prior to Thanksgiving, Christmas if applicable, and the last day of school in June, the Teacher Aide/Assistant may leave one-half (1/2) hour after student dismissal with no loss in pay.

3. Hours of Work

- a. Teacher Aides shall be scheduled to work seven hours per day between 8:30 a.m. and 4:00 p.m. The Teacher Aide will have a duty-free, non-paid one-half hour lunch period scheduled between 11:00 a.m. and 1:30 p.m.
- b. Teacher Assistants shall be scheduled to work six hours per day between 9:00 a.m. and 3:30 p.m. Teacher Assistants will have a duty-free, non-paid one-half hour lunch period scheduled between 11:00 a.m. and 1:30 p.m.

4. Dues Deduction

- a. The Board shall deduct from the wages of any employee so employed by the Board, dues authorized by each employee and

ARTICLE III, Continued

employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

5. Mileage Reimbursement

Employees who are required to use their personal automobile during the work day, and have prior approval, shall be reimbursed at the rate of 15¢ per mile.

6. Assault

Employees shall immediately report to the administrator in charge of their school any and all allegations of assault suffered by them in connection with their employment. Such report shall be forwarded through the administration to the Board, who shall comply with any reasonable request from the employee for information in its possession, not privileged under law, which materially relates to the incident(s) or person(s) involved.

7. Indemnity of Employees

In accordance with, and to the extent provided by Title 18A:16-6, whenever any civil action has been brought against any employee under the jurisdiction of the Board, for any act or omission arising out of and in the course of the performance of the duties of their employment, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless

ARTICLE III, continued

11. Illegal Dismissal or Suspension

In accordance with Title 18A:6-30, an employee holding office, position or employment in the school system, who shall be illegally dismissed or suspended therefrom, shall be entitled to compensation for the period covered by the illegal dismissal or suspension, if such dismissal or suspension shall be finally determined to have been without good cause, upon making written application therefore with the Board within 30 days after such determination.

12. Income Protection Plan

The Board shall make provision for payroll deduction for employees eligible and participating in District approved income protection plans.

13. Career Growth Incentive Plan

Employees shall not be denied the opportunity to enroll in District-sponsored in-service courses, provided such courses are offered after the conclusion of the employee's work day.

14. Tuition Reimbursement

1. All employees covered by this Agreement shall be eligible for tuition reimbursement for job-related college credit courses. Reimbursement will be made under the following conditions:

- (a) Approval of the course to be taken must be obtained from the Office of the Assistant Superintendent for Personnel or her/his designee prior to starting the course.
- (b) Courses taken must be job related.
- (c) All courses eligible for tuition reimbursement must be successfully completed.

ARTICLE IV, Continued

specified time limits shall be deemed to be acceptance of the decision rendered at that step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined. The Union, as representative of a group of employees, may appeal the interpretation, application, or violation of this Agreement.

A group grievance of more than one employee in one school shall commence with the school principal of the school.

If a grievance affects a group or class of employees in more than one school, the Union may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at that level. The Union may process such a grievance through all levels of the grievance procedure.

LEVEL 1

Any employee who has a grievance shall discuss it first with the building principal in an attempt to resolve the matter informally. In order to identify the item for discussion, the employee shall submit a written statement to the principal identifying the issue.

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance in writing to the principal and the Union specifying:

- (a) The name(s) of the grievant(s).
- (b) The nature of the grievance, and the clause violated.
- (c) The nature and extent of the injury, loss or inconvenience.
- (d) The results of previous discussions.
- (e) Her/his dissatisfaction with decisions previously rendered.

ARTICLE IV, continued

LEVEL 4, continued

with, the rules of the American Arbitration Association.

The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this Agreement, and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of this Agreement or of applicable law, or rules and regulations having the force and effect of law.

The recommendation of the arbitrator shall be binding. Copies of his report shall be completed within thirty (30) calendar days and shall be delivered to both parties to this Agreement in writing within this time.

The arbitrator's fee shall be shared equally by both parties to this Agreement.

Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Union and all employees shall not cause, engage in, or sanction any strike, slow-down, or other concerted action for the duration of this Agreement because of any dispute or disagreement between the School District, or its representatives, and the Union, or any and all Teacher Aides and Teacher Assistants, or between any other persons, or other employees or organizations who are not signatory parties to this Agreement.

ARTICLE V

RIGHTS AND RESPONSIBILITIES

1. Management Rights

The Union recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the School District to the

ARTICLE V, Continued

Other Provisions, continued

- b. The Board and Union shall continue to not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, membership or lack thereof in the Union.
- c. Nothing contained in this Agreement shall be construed to deny or restrict to either party to this Agreement, or to a member or agent of either party, such rights as he/she may have under the Constitution of the United States, Constitution of the State of New Jersey, or other statutes of the State of New Jersey, or rules and regulations of the Commissioner of Education or other applicable laws and regulations.

ARTICLE VI

TRANSFER POLICY

1. Posting

A list of anticipated vacancies within this collective negotiating unit for the following school year shall be posted in each school on or before May 1st of the preceeding school year. Subsequent openings will be posted monthly in the Administration Building.

2. Requests for Transfer

Requests for transfer shall be submitted by May 15th of each school year to the Assistant Superintendent for Personnel, stating the reasons for the request. The request for transfer shall list up to, but not more than, three (3) choices of schools in order of preference to which the transfer is requested.

3. Criteria

In making transfers, the relative length of service of the employee requesting transfer shall be given weight with other factors

ARTICLE VI, continued

6. Posting of Job Openings, continued

this Agreement, the Board of Education shall stipulate the date on which the appointment will be made.

ARTICLE VII

SALARIES

1. Salaries

a. Salaries for Teacher Aides and Teacher Assistants shall be based upon the following schedules:

<u>1982-83</u>		<u>1983-84</u>	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
1	4.58		
2	4.86	1	\$5.27
3	5.06	2	5.49
4	5.36	3	5.82

b. There is no movement from step to step except for the steps shown below which will be eliminated condensing the guide from five steps to four steps in 1982-83 and from four steps to three steps in 1983-84.

<u>1981-82 Step</u>	<u>1982-83 Step</u>	<u>1983-84 Step</u>
1		
2	1	
3	2	1
4	3	2
5	4	3

c. Starting Rate

The starting rate for newly-hired personnel covered by this Agreement shall be 5% less than the first step of the salary guide. Employees will remain at the starting rate until they

ARTICLE VIII, continued

1. Eligibility for Participation in Medical Coverage, continued

inclusion in the School District's insurance protection plan. It is understood that the Board of Education will pay the remaining 80% of this coverage.

B. 1983-84 - Employees may, at their option, elect and pay 10% of above medical coverages, with the Board of Education paying the remaining 90% of this coverage.

C. 1984-85 - The Board of Education will pay for the full cost of Hospitalization, Medical Surgical and Major Medical insurance, including Lab and X-Ray exam benefits, for employees and their dependents.

2. HMO Option

Employees shall have the option to join a qualified, geographically appropriate Health Maintenance Organization (HMO) in lieu of the conventional basic health benefits coverage. If the employee opts for HMO coverage for total health benefits, the Board contribution per employee shall be for the cost of such membership except that in no event shall such contribution exceed the Board's seventy percent (70%) contribution toward the cost of the conventional single or family (as appropriate to the employee) total basic health benefits coverage with the insurance carrier.

3. Dental Plan

The Board agrees to provide usual, customary and reasonable dental fee coverage as per classification with no deductible for the individual employee and dependents.

4. Prescription Plan

The Board will provide a \$1.00 deductible Prescription Plan.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their seals to be placed hereon.

BOARD OF EDUCATION, TOWNSHIP OF

WOODBIDGE, NEW JERSEY

By Thomas P. Ruggiano (President)

By J.C. Cuddeback (Secretary)

WOODBIDGE TOWNSHIP FEDERATION OF TEACHERS,
LOCAL #822, AFT, AFL - CIO FOR THE
WOODBIDGE TOWNSHIP TEACHER AIDES/ASSISTANTS

By Geordie Reich (President)

By Howard L. Galles (Secretary)

Date June 30, 1982

E X H I B I T #1

TEACHER AIDES/ASSISTANTS

PERSONAL DAY REQUEST FORM

Date _____

Dear Administrator:

This letter is to request one day personal leave on _____.

My reason for requesting personal leave is:

_____ Personal *

_____ Religious

_____ Legal (Except
Court Summons)

Teacher Aide/Assistant

* Shall be only for business that can only be conducted during the normal business day.

Administrator