

CONTRACTUAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF WOODBRIDGE TOWNSHIP Board

and of Education

THE WOODBRIDGE TOWNSHIP SCHOOL CLERKS AND SECRETARIES,

LOCAL #1405, A.F.T., AFL-CIO

AMERICAN FEDERATION OF TEACHERS

AFL - CIO

X JULY 1, 1982 to JUNE 30, 1985

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ARTICLE I
AGREEMENT

This Agreement is entered into this 17th day of January, 1983, by and between the Woodbridge Township Board of Education, hereinafter referred to as the Board, and the Woodbridge Township School Clerks and Secretaries Local #1405, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Union. The provisions of this Agreement shall become effective July 1, 1982 and continue in effect until June 30, 1985.

Copies of this Agreement shall be prepared and distributed by the Board to each clerk and secretary in the Union. Upon employment, personnel hired as clerks or secretaries shall be provided with a copy of this Agreement with a duo-tang cover.

ARTICLE II
RECOGNITION

1. The Board recognizes the Union as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all clerks and secretaries exclusive of the executive secretary to the Superintendent, the second secretary to the Superintendent, the secretary to the Assistant Superintendent, Personnel; the four administrative secretaries in the office of the Assistant Superintendent, Personnel; the secretary to the Assistant Superintendent, Business Affairs; the executive secretary to the Secretary of the Board of Education, the second secretary to the Secretary of the Board of Education, and the secretary to the Labor Relations Counsel.

ARTICLE II, Continued

2. Definitions - Where Used in this Agreement

- (a) "School" shall mean any work location, unless otherwise specifically described and designated.
- (b) "Building Representative" shall mean the agent of the Union in any work location.
- (c) "Principal" shall mean the administrator of any work location.
- (d) The term "Board" shall include the Board of Education of Woodbridge Township or its designated representatives.
- (e) The term "Union" shall include the Woodbridge Township School Clerks and Secretaries or its designated representatives.
- (f) Feminine shall include the masculine; masculine shall include the feminine.

3. Procedures for Arranging Negotiating Sessions

- (a) Requests for meetings from the Union will be made to the Superintendent, Assistant Superintendent for Personnel, or Chairman of the Board's Negotiating Committee.
- (b) Requests for meetings from the Superintendent or the Board will be made to the president of the Union or his/her designee.
- (c) When a request for a meeting has been made by either party, a mutually convenient date, time, and place shall be set within one (1) workday of the date of the request, such meeting to take place as promptly as possible on a mutually acceptable date. Negotiations shall commence in accordance with Chapter 123, Public Laws 1974, and shall not continue beyond 11:00 p.m. on any date unless mutually agreed.

ARTICLE II, Continued

(d) Nothing in this Article shall preclude the parties from scheduling meetings in such manner and at such times as may be mutually agreed upon by the parties.

(e) Every possible effort shall be made in the meeting, or in subsequent meetings, to attempt to resolve the problem or problems.

(f) The location at which all regular and special meetings are held shall be determined at the time of the request for a meeting.

4. Submission of Proposals for Negotiations

(a) All proposals of items that one party wishes to submit for negotiations shall be submitted in writing to the other party.

(b) Counterproposals shall be made in writing.

5. Conducting Negotiations

(a) Each party shall, upon reasonable request, furnish to the other party all available pertinent non-confidential reports, statistics, and general information concerning the Woodbridge Township School offices.

(b) Competent professional and lay representatives or consultants may be used if deemed advisable for either party.

(c) During negotiations, the Board and the Union will present relevant non-confidential data, exchange points of view, and make proposals and counterproposals.

(d) Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

ARTICLE II, Continued

(e) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

(f) Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment in the Clerks and Secretaries contract and the By-Laws and Policies of the Board adopted December 21, 1978, as adopted applicable on the effective date of this Agreement to employees covered by this Agreement, shall continue to be so applicable during the term of this Agreement, except as may be amended by the language of this Agreement. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

(g) Nothing herein shall be construed to prevent any official from meeting with an employee organization for the purpose of hearing their views and requests of its members in such unit as long as the majority representative is informed of the meeting and provided that any changes or modifications in terms and conditions of employment, as covered by this Agreement, are made only through negotiation with the majority representative.

6. Agreement

(a) Once a written Agreement is adopted by the Union and the Board, it shall constitute a binding, legal and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the Agreement.

(b) If a tentative Agreement submitted by the Union is rejected by the Clerks and Secretaries, negotiations shall be reopened.

ARTICLE II, Continued

(c) If the tentative Agreement is rejected by the Board, negotiations shall be reopened.

7. 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 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 this Agreement shall continue in effect.

(c) All provisions in the present contract shall remain in full force and effect except as modified by agreement.

(d) Duration - This Agreement between the Board and the Union shall be effective from July 1, 1982 to June 30, 1985.

(e) The Union agrees and recognizes that the employer reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the ruling of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this Agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE III

LEAVES OF ABSENCE - BENEFITS

A. SICK LEAVE

1. Each person steadily employed by the Board will receive

ARTICLE III, Continued

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:

FIRST- The twelve (12) accumulative sick leave days allowed for the current school year shall be used;

SECOND - The fifty (50) sick leave days which had been previously accumulated shall be used; and

THIRD - 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.

FOURTH - If an employee has exhausted all sick leave days available without pay deduction, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with N.J.S.A. 18A:30-6. The decision as to whether or not such request will be granted and the extent of any such grant shall, in accordance to law, be at the sole discretion of the Board.

2. The total number of sick leave days without pay deduction for personal illness which may be accumulated by an individual

ARTICLE III, Continued

while steadily employed in the Woodbridge Township School District is unlimited, except that no more than twelve (12) sick leave days may be accumulated in any one year. For example, if a steadily employed individual is absent from employment due to personal illness for three (3) days in a given year, nine (9) days sick leave only will be added for that year to such individual's total accumulated sick leave days.

3. The term "steadily employed" as used in 1. and 2. above means regular, continuous employment for the entire school year. Individuals whose employment is regular and continuous for the entire school year but whose employment is for less hours daily or for fewer days per week than would be required for full-time employment are deemed to be "steadily employed" and shall be entitled to pro-rata number of sick leave days for personal illness without pay deduction.

4. Each steadily employed individual who retires under a state administered retirement system after twenty (20) years of service in the Woodbridge Township School District shall be entitled upon retirement to a supplemental compensation payment of eleven percent (11%) of the unused portion of accumulated sick leave days credited to such employee as of the last day of employment which shall be known as "Paid Retirement Sick Days". Any such employee credited with "Paid Retirement Sick Days" shall receive upon retirement a lump sum payment in the following manner:

(a) Ten (10)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 11%) multiplied by

ARTICLE III, Continued

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:

$11\% \times 100 \text{ days (accumulated sick leave)} =$

11 days (Paid Retirement Sick Days).

$1/200 \times \$15,000 \text{ (salary)} = \$75.$

$\$75 \times 11 \text{ days (Paid Retirement Sick Days)} =$

\$825 Supplemental Compensation Benefit.

(b) 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.

(c) 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 compensation payment shall still be due and owing. If, however payment of same presents a fiscal difficulty to the Board, then

ARTICLE III, Continued

the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.

5. If, during the duration of this contract, improvements in paid retirement sick days are negotiated with and agreed to by any other unit under the Board's jurisdiction, such improved benefits shall extend to this unit.

6. A physician's certificate must be filed following an absence of five or more successive days because of personal illness. The Board may, if it has cause to believe that there has been an abuse of the sick leave policy, require an examination by an independent physician. Such examination shall be at Board expense.

B. DEATH IN FAMILY

1. Leave without deduction of pay not exceeding five (5) work days (to commence with the day of notice of death or the following day) shall be granted in case of death of wife, husband, son, daughter, parent, mother-in-law, father-in-law, brother, sister, or grandparent, or in case of death of a relative residing in the immediate household.

(a) If summer, spring or winter recesses occur during the five (5) work days, the summer, spring or winter recesses shall be counted as part or all of the five (5) work days.

2. Leave not exceeding three (3) work days shall be granted to attend the funeral of other near relatives.

(a) If summer, spring or winter recesses occur during the

ARTICLE III, Continued

three (3) work days, the summer, spring or winter recesses shall be counted as part or all of the three (3) work days.

C. PERSONAL DAYS

1. Members of the clerical staff shall be allowed three (3) days absence without pay deduction during any one school year for personal reasons under the following conditions:

(a) Personal days shall only be taken for business that can only be conducted during the normal business day.

(b) Employees covered by this Agreement requesting personal days shall do so on a form designated for this purpose. Copies of this request for personal days shall be forwarded to the Assistant Superintendent for Personnel, and records of such requests shall be kept in each employee's central personnel file.

(c) No days absence with pay shall be allowed, unless for religious holidays, when such days are taken during the first three or the last three days of the school year, or the first day immediately preceding or the first day immediately following a school recess or vacation.

(d) Any employees covered by this Agreement desiring to be absent for personal reasons are to complete the necessary form and submit it to the principal of the building or the administrator to whom they are assigned at least two school days in advance of the time that they will be absent for personal reasons.

(e) In case of emergency, the two day notification requirement for personal leave is waived.

ARTICLE III, Continued

D. ANTICIPATED DISABILITY/SICK LEAVE OF ABSENCE

1. 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, the employee shall submit a physician's certificate attesting to the pending disabling condition.

2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.

3. An employee may request unpaid leave of absence to prepare for an anticipated disabling event, which request must be submitted as soon as possible. Such unpaid leaves are subject to the provisions on unpaid personal leave as set forth herein.

(a) In the case of pregnancy, the employee, if she so desires, will be granted an unpaid leave to prepare for the birth of her child.

(b) Employees whose expected date of onset of disability occurs during periods which would be disruptive to the continuity of the educational process, and who do not take unpaid personal leave prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or

ARTICLE III, Continued

benefits while so assigned until such time as the disability occurs.

4. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.

(a) Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.

(b) If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes 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 employee 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 performing her duties, and (2) the Board reserves the right to verify the employee's inability to continue performing her duties.

5. 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

ARTICLE III, Continued

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 performing her/his duties.

(a) 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 physical capacity to continue performance of duties.

6. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of four weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth and not to those employees who have been out on unpaid personal leave.

(a) If as a result of pregnancy, an employee continues to be disabled after this four week period, said employee 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 resume working, and (2) the Board reserves the right to verify the employee's disability.

ARTICLE III, Continued

(b) If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.

(c) If the Board of Education's physician and the employee's physician disagree as to the employee's fitness, 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 fitness to return to her duties prior to the expiration of the recuperative period.

7. 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 subjected to the provisions on unpaid personal leave, as set forth therein under Section E., et.seq.

(a) Requests by tenured persons for personal leave prior to childbirth, following childbirth and/or adoption, shall be granted for the duration of the school year in which these events occur, plus one additional academic year, if requested by the employee.

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

ARTICLE III, Continued

8. 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.

9. 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.

10. If any 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.

E. UNPAID PERSONAL LEAVE

1. The Board recognizes that certain personal situations occasionally occur where an employee seeks absence from work without pay. Where it is administratively determined that this is not inconsistent with the best interests of the school district, the Board of Education may grant individual unpaid personal leave. Such leave will be granted within the following guidelines:

(a) Employees may apply for unpaid personal leave for such purposes as preparation for, or recovery from, an employee's physical disability, unique family situations, or the achievement of personal growth goals. Mere convenience or

ARTICLE III, Continued

pleasure of the employee shall not be considered as valid reasons.

(b) Requests for personal leave shall be addressed in writing to the employee's immediate superior.

(c) The request shall be submitted a minimum of 60 days prior to the onset of the requested leave. In cases of emergency, as determined by the Board, such requests may be submitted less than 60 days prior to the onset of the requested leave. Requests for personal leave that grow from emergency situations shall be addressed directly to the Assistant Superintendent for Personnel.

(d) The request shall include the reason for the application and supportive data, in accordance with administrative procedures, as well as the time period for which it is being requested.

2. 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.

3. 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.

4. Upon termination of the approved personal leave, the employee shall be restored by the Board, as soon as possible, to

ARTICLE III, Continued

a position as nearly the same as the position s/he held when the leave was granted.

5. 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.

F. OTHER LEAVES

Absence without pay deduction will be allowed when necessary to comply with a subpoena or summons.

G. HOSPITALIZATION, MEDICAL INSURANCE AND HMO OPTION

1. The Board of Education will continue to pay for the full cost of Hospitalization, Medical Surgical and Major Medical Insurance for all employees covered by this Agreement and their dependents, including substitute acquisition clerks and their dependents. This plan includes laboratory and X-Ray exam benefits (unlimited X-Ray benefits), and a \$1,000,000 limit under the Major Medical coverage. Coverage includes the full cost of all hospital extras, including anesthesiology.

2. Under Major Medical coverage, there is a \$100 deductible after which reimbursement is at 80%. Employees covered by this basic health insurance coverage will not have to pay more than \$400 per year out-of-pocket under this Major Medical coverage. Once \$2,000 in eligible expenses is reached in any given year, Major Medical will reimburse at the rate of 100%.

3. Employees shall have the option to join a qualified, geographically appropriate Health Maintenance Organization (HMO). If the employee opts for HMO coverage for total health benefits, the Board contribution per employee shall be for the

ARTICLE III, Continued

cost of such membership, except that in no event shall such contribution exceed the Board contribution for the cost of the conventional single or family (as appropriate to the employee) total basic health benefits coverage with the insurance carrier.

H. DENTAL INSURANCE

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

I. PRESCRIPTION PLAN

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

J. OPTICAL PLAN

In 1982-83, the Board will provide the employee with a program of vision care with the Board paying 100% of the insurance premium. In 1983-84, the Board will provide the employee with a family plan program of vision care with the Board paying 75% of the cost of the insurance premium. All eligible employees shall have the right of refusal to participate in the family plan in the second year of the contract.

K. BROCHURE

The Board agrees to prevail upon the insurance company to provide complete brochures for all clerks and secretaries listing all insurance benefits provided under the terms of this Agreement.

L. OTHER BENEFITS

If, during the lifetime of this Agreement, any unit under the jurisdiction of this Board negotiates for and obtains improved

ARTICLE III, Continued

medical and dental benefits, this unit shall obtain those same benefits when they become effective in the other unit or units.

ARTICLE IV

WORKING CONDITIONS AND WORK YEAR

A. WORK WEEK

The regular work week for employees covered by this Agreement shall consist of five seven-hour days, Monday through Friday inclusive.

B. OVERTIME

1. Work performed in excess of seven hours in any one day or thirty-five hours in any one week shall be overtime. Employees requested to work overtime other than Sundays or Holidays shall be compensated at one and one-half times the regular straight time hourly rate. All overtime on Sundays or Holidays will be compensated at double the regular hourly rate. In computing overtime pay for the work week, an idle holiday shall be counted as equivalent to seven hours of work.

2. The Union recognizes that deadlines and unforeseen circumstances may arise when overtime shall be considered a necessity.

(a) Overtime shall be kept at a minimum.

(b) It shall be authorized by the Superintendent of Schools or his/her designee prior to its implementation.

(c) Overtime in the office of the Board Secretary shall be authorized by the Board Secretary.

C. VACATIONS

All vacation schedules must be approved by the immediate supervisor and the Superintendent of Schools, or the Board Secretary.

1. Ten-Month Clerks - Required regular time assignment for ten-month clerks is from September 1 through June 30. Ten-month clerks are compensated for an additional 35 hours in lieu of a vacation. The amount of this vacation is included in the basic salary guide for ten-month clerks. To the extent that a ten-month clerk is required to work overtime, compensation for the additional time will be at a rate proportionate to the employee's basic annual salary less vacation pay.

2. Twelve-Month Clerks and Secretaries

(a) Vacation entitlement shall be determined by a common anniversary date of July 1.

(b) Employees' entitlement for their first year of employment shall be a pro-ration based on the number of full months worked prior to the first July 1st. New employees shall accrue one day's vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.

(c) Clerks and secretaries reaching their fifth (5th) anniversary date (July 1) shall be eligible for three weeks' vacation.

(d) Clerks and secretaries reaching their 11th anniversary date (July 1) shall be eligible for three weeks' plus one day's vacation.

ARTICLE IV, Continued

(1) Each successive anniversary date beyond the 11th to the 14th, the employee shall be entitled to one additional day's vacation for each year worked, so that on the 15th anniversary date of July 1, the employee shall be entitled to a maximum vacation of four (4) weeks.

(e) Vacation entitlement for each employee shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1977.

Starting Date of November 1, 1977

<u>Date of Entitlement</u>	<u>No. of Vacation Days</u>
7/1/78	8 Prorated Days
7/1/79	2 weeks
7/1/80	2 weeks
7/1/81	2 weeks
7/1/82	3 weeks
7/1/83	3 weeks
7/1/84	3 weeks
7/1/85	3 weeks
7/1/86	3 weeks
7/1/87	3 weeks
7/1/88	3 weeks + one day
7/1/89	3 weeks + two days
7/1/90	3 weeks + three days
7/1/91	3 weeks + four days
7/1/92	4 weeks

(f) Under normal circumstances, all vacations shall be taken during the months of July and August. However, employees and their administrative supervisors may, by mutual agreement between them, arrange for vacations at times other than July and August. Final approval for such arrangement must come from the Personnel Office.

(g) If, due to extraordinary circumstances, some portion of an employee's vacation entitlement is not taken within the calendar year, the employee may request, in writing, permission from the Assistant Superintendent for Personnel or her/his designee to take the unused vacation entitlement by January 1 of

ARTICLE IV, Continued

the next school year. If such circumstances prevail that the employee is unable to take those unused days or portion thereof by January 1 of the next school year, the employee may request from the Assistant Superintendent for Personnel or her/his designee, payment for the unused vacation days at her/his regular rate of pay. Such payment should be made as promptly after the request as possible, but no later than six weeks.

D. SUMMER HELP

Temporary summer positions shall be advertised throughout the system giving ten-month clerks an opportunity to apply.

E. SCHOOL CALENDAR

1. All employees covered by this Agreement shall work the same days as those listed as work days in the school calendar, except: ten-month clerks begin September 1 and end June 30, except that ten-month elementary school clerks shall work the last five work days in August as set forth in Article V, Section 9.

All twelve-month employees covered by this Agreement begin July 1 and end June 30. All twelve-month employees (except for Schedule B clerks) will work one-half of the days during the Christmas and Easter recesses.

2. All employees covered by this Agreement shall have the following days off from work to observe:

LABOR DAY	DECEMBER 25 (CHRISTMAS DAY)
YOM KIPPUR	DECEMBER 31 (NEW YEAR'EVE)
ROSH HOSHANAH	JANUARY 1 (NEW YEAR'S DAY)
COLUMBUS DAY	MARTIN LUTHER KING'S BIRTHDAY
ELECTION DAY	LINCOLN'S BIRTHDAY
VETERANS DAY	WASHINGTON'S BIRTHDAY
THANKSGIVING DAY & THE DAY AFTER	GOOD FRIDAY
DECEMBER 24 (CHRISTMAS EVE)	EASTER MONDAY
	MEMORIAL DAY
	INDEPENDENCE DAY

ARTICLE IV, Continued

3. All employees covered by this Agreement shall not report to work on days schools are closed for the convention of recognized organizations as permitted by law. (If it becomes necessary for an employee covered by this Agreement to report to work on one or both days because of an emergency, s/he will be granted compensatory time.)

4. If a listed holiday as as per Article IV, Section E.2, falls on a Saturday or a Sunday, then the following Monday shall be recognized as a holiday if school is not in session. In cases where school is in session, compensatory time shall be given during the school year. Employees shall request compensatory time in writing to their immediate supervisor at least two school days in advance of the days that they seek the time off. Copies of requests for compensatory time shall be forwarded to the Assistant Superintendent for Personnel or her/his designee.

F. OTHER WORKING CONDITIONS

1. No employee covered by this agreement shall be required to report to her/his assignment on school days designated as "storm days".

2. When pupils and teachers are dismissed early, clerks and secretaries shall be excused one-half hour beyond pupil dismissal time; however, clerks and secretaries will be required to work for a full day when pupils are dismissed but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs.

ARTICLE IV, Continued

3. Clerical staff shall be responsible for reasonable and proper care of business and office equipment assigned to their charge and shall assist in keeping an inventory thereof and shall report to the principal, or her/his designee, immediately any damage thereto.

4. The Board recognizes that clerks in elementary schools of 500 pupils or more are faced with an especially heavy burden, and principals shall use whatever resources are available to them to relieve the clerks of the responsibility of completing the student registers.

5. An employee shall not be required to do any clerical or secretarial work for organizations or clubs unless specifically authorized by her/his administrator.

6. If a clerk or secretary returns to employment in the school system after voluntarily terminating her/his previous employment as a clerk or secretary in the system, then such person shall be given credit for one-half of her/his previous experience.

7. Any employee having suffered loss of employment in the district as a result of reduction in force who is rehired not later than two years following termination of employment by reason of reduction in force, shall:

(a) Be placed on the step of the salary guide such employee would have occupied but for the reduction in force;

(b) Be credited with unused sick leave accumulated during pre-reduction in force service; and

(c) Be credited with such pre-reduction in force service for purposes of vacation benefits, if applicable.

ARTICLE IV, Continued

8. Replacement of mimeograph machines will be by electric machines as required.
9. A liaison committee shall be created for the purpose of developing criteria for establishing appropriate in-service programs. The Union president and the Superintendent and/or her/his designee shall meet for the purpose of determining the membership of the committee.
10. Any employee covered by this Agreement shall be entitled to a work break of ten (10) minutes each morning and ten (10) minutes each afternoon.
11. Employees covered by this contract shall not be required or requested to administer any medication in violation of state statute or state administrative regulation.
12. BUMPING- Any employee whose employment is terminated as a result of a reduction in the work force shall be entitled to exercise seniority rights in accordance with the following:
 - (A) BUMPING RIGHTS OF SCHEDULE J,H,G,F,E AND D EMPLOYEES
(OTHER THAN CHIEF BOOKKEEPER AND CHIEF PAYROLL CLERK)
 - (1) An employee in Schedules J,H,G,F,E or D shall first bump the least senior employee within the same schedule.
 - (2) When there is no employee within the same schedule with less seniority, the employee exercising bumping rights shall do so in the next lowest alphabetically identified job schedule (H through A inclusive) in which there is an employee with less seniority.

FOR EXAMPLE - A Schedule J employee's job is eliminated due to a reduction in force. That employee bumps the

ARTICLE IV, Continued

Schedule J employee with the least seniority (other than Chief Bookkeeper and Chief Payroll Clerk). If there are no employees within the same schedule with less seniority, the Schedule J employee whose job is eliminated will bump the least senior employee in Schedule H (who has less seniority than the Schedule J employee), or if none, in Schedule G, or if none, then in Schedules F,E,D,C+,C,B and A in that order.

(3) The entitlement of the individuals working as assistant bookkeeping clerk and assistant payroll clerk to bump less senior employees in Schedules D,C+,C,B or A in accordance with the above will be subject to their being qualified for the position into which they seek to bump. Qualification, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

(B) BUMPING RIGHTS OF CHIEF BOOKKEEPER

(1) In the event that the Chief Bookkeeper's employment is terminated by reason of a reduction force, the Chief Bookkeeper shall be entitled to first bump the least senior Schedule D employee working as a bookkeeping clerk and having less seniority than the Chief Bookkeeper.

(2) If there are no less senior Schedule D employees working as bookkeeping clerks, then the Chief Bookkeeper shall be entitled to bump the least senior employee having less seniority in the remainder of Schedule D, or if none, then in Schedules C+,C,B and A in that order if, and only

ARTICLE IV, Continued

if, the Chief Bookkeeper is qualified for such positions. Qualification, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

(C) BUMPING RIGHTS OF CHIEF PAYROLL CLERK

(1) In the event that the Chief Payroll Clerk's employment is terminated by reason of a reduction in force, the Chief Payroll Clerk shall first be entitled to bump the least senior Schedule D employee working as a payroll clerk and having less seniority than the Chief Payroll Clerk.

(2) If there are no less senior Schedule D employees working as payroll clerks, then the Chief Payroll Clerk shall be entitled to bump the least senior employee having less seniority in the remainder of Schedule D, or if none, then in Schedules C+, C, B and A in that order if, and only if, the Chief Payroll Clerk is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

(D) BUMPING RIGHTS OF SCHEDULE C+, C AND B EMPLOYEES

(1) Any employee in Schedules C+, C and B whose employment is terminated as a result of a reduction in force shall first bump the least senior employee in Schedules C+, C and B collectively. That is to say, the relative seniority of

ARTICLE IV, Continued

all Schedule C+, C and B employees shall, for purposes of this paragraph, be designated on a single seniority list.

(2) When there are no employees within Schedules C+,C and B (collectively) with less seniority, the employee being terminated shall then bump the least senior employee in Schedule A (who has less seniority than the employee whose employment is terminated.)

(E) BUMPING RIGHTS OF SCHEDULE A EMPLOYEES

(1) Any employee in Schedule A whose employment is terminated as a result of a reduction in force shall first bump the least senior employee within the same schedule.

(2) If there are no employees within the same schedule with less seniority, the Schedule A employee whose job is eliminated will bump the least senior employee in Schedules C+, C and B collectively (who has less seniority than the Schedule A employee).

(F) Seniority, as used in this section, means total years of service in this district, regardless of position held within the bargaining unit. For example, an employee who serves as a Schedule A clerk for seven years and then as a Schedule C clerk for four years (or vice-versa) shall be credited with eleven (11) years seniority for purposes of bumping.

(G) Individuals suffering loss of employment as a result of a reduction in force shall, for a period of one year following such loss of employment, be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a position for which they are qualified.

ARTICLE V

SALARIES

1. The salary schedules as shown below shall be in effect for the 1982-83 school year. (See Section 3 for definition of schedules)

A. Effective July 1, 1982

Step	SCHEDULE A	SCHEDULE B	SCHEDULE C		SCHEDULE D
	10-Month Clerk	12-Month Clerk	12-Month Clerk	Bus. Ofc. Clerk*	12-Month Secretary
1	7,629	9,043	9,229	9,491	9,980
2	7,958	9,433	9,627	9,888	10,408
3	8,164	9,676	9,878	10,139	10,681
4	8,941	10,605	10,511	10,771	11,105
5	9,273	10,994	10,820	11,082	11,765
6	9,706	11,489	11,719	11,979	12,681
7	10,237	12,617	12,358	12,619	13,344
8	10,659	13,083	12,867	13,128	13,852
9	11,434	13,549	13,342	13,603	14,323
10	11,836	13,951	14,219	14,480	15,202
**SM(21)	12,136	14,251	14,519	14,780	15,502
**SM(22)	12,436	14,551	14,819	15,080	15,802

Step	SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H	SCHEDULE J
	E	F	G	H	J
1	10,675	11,095	11,514	12,352	14,381
2	11,105	11,525	11,943	12,780	14,961
3	11,377	11,797	12,216	13,053	15,541
4	11,800	12,220	12,639	13,477	16,121
5	12,462	12,882	13,300	14,137	16,701
6	13,376	13,796	14,215	15,053	17,281
7	14,040	14,460	14,879	15,716	17,861
8	14,548	14,968	15,386	16,224	18,441
9	15,019	15,439	15,857	16,694	19,021
10	15,898	16,317	16,737	17,574	19,600
**SM(21)	16,198	16,617	17,037	17,874	19,900
**SM(22)	16,498	16,917	17,337	18,174	20,200

Elementary Substitute Acquisition Clerk - \$5,023

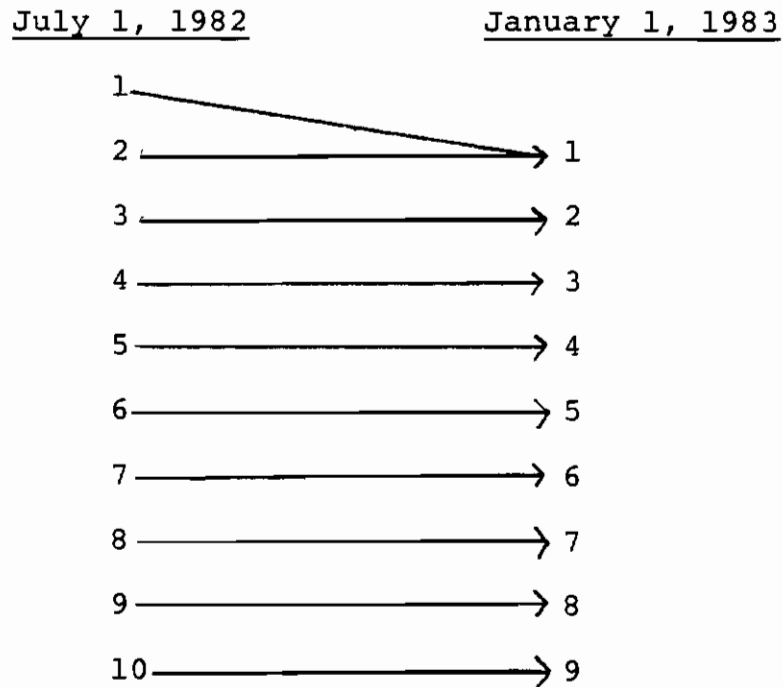
Secondary Substitute Acquisition Clerk - \$5,376

* Business Office Clerks shall include only the Payroll Clerks and the Accounting Clerks in the office of the Board Secretary.

** The service maximum of an additional three hundred dollars shall be paid after the employee completes 20 years in the district, and again after completing 21 years in the district. (See Article V, Section 6, for eligibility.)

ARTICLE V, CONTINUED

B. There will be no movement from step to step on this guide, except as follows: effective January 1, 1983, step one (1) will be eliminated and those employees on step one (1) will move to the next step, as shown below:



Effective January 1, 1983, the following salary guide will be in effect: (See next page)

ARTICLE V, Continued

B. (continued)

Effective January 1, 1983

Step	SCHEDULE A 10-Month Clerk	SCHEDULE B 12-Month Clerk	SCHEDULE C 12-Month Clerk	SCHEDULE C Bus.Ofc. Clerk *	SCHEDULE D 12-Month Secretary
1	7,958	9,433	9,627	9,888	10,408
2	8,164	9,676	9,878	10,139	10,681
3	8,941	10,605	10,511	10,771	11,105
4	9,273	10,994	10,820	11,082	11,765
5	9,706	11,489	11,719	11,979	12,681
6	10,237	12,617	12,358	12,619	13,344
7	10,659	13,083	12,867	13,128	13,852
8	11,434	13,549	13,342	13,603	14,323
9	11,836	13,951	14,219	14,480	15,202
**SM(21)	12,136	14,251	14,519	14,780	15,502
**SM(22)	12,436	14,551	14,819	15,080	15,802

Step	SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H	SCHEDULE J
1	11,105	11,525	11,943	12,780	14,961
2	11,377	11,797	12,216	13,053	15,541
3	11,800	12,220	12,639	13,477	16,121
4	12,462	12,882	13,300	14,137	16,701
5	13,376	13,796	14,215	15,053	17,281
6	14,040	14,460	14,879	15,716	17,861
7	14,548	14,968	15,386	16,224	18,441
8	15,019	15,439	15,857	16,694	19,021
9	15,898	16,317	16,737	17,574	19,600
**SM(21)	16,198	16,617	17,037	17,874	19,900
**SM(22)	16,498	16,917	17,337	18,174	20,200

Elementary Substitute Acquisition Clerk - \$5,023

Secondary Substitute Acquisition Clerk - \$5,373

* Business Office Clerks shall include only the Payroll Clerks and the Accounting Clerks in the office of the Board Secretary.

** The service maximum of an additional three hundred dollars shall be paid after the employee completes 20 years in the district, and again after completing 21 years in the district. (See Article V, Section 6, for eligibility.)

ARTICLE V, Continued

2. The salary schedules as shown below shall be in effect for the 1983-84 school year. (See Section 3. for definition of schedules)

A. Effective July 1, 1983

Step	SCHEDULE A	SCHEDULE B	SCHEDULE C		SCHEDULE D
	10-Month Clerk	12-Month Clerk	12-Month Clerk	Bus. Ofc. Clerk *	12-Month Secretary
1	8,634	10,235	10,445	10,728	11,293
2	8,858	10,498	10,718	11,001	11,589
3	9,701	11,506	11,404	11,687	12,049
4	10,061	11,928	11,740	12,024	12,765
5	10,531	12,466	12,715	12,997	13,759
6	11,107	13,689	13,408	13,692	14,478
7	11,565	14,195	13,961	14,244	15,029
8	12,406	14,701	14,476	14,759	15,540
9	12,842	15,137	15,428	15,711	16,494
**SM(21)	13,142	15,437	15,728	16,011	16,794
**SM(22)	13,442	15,737	16,028	16,311	17,094

Step	SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H	SCHEDULE J
	1	12,049	12,505	12,958	13,866
2	12,344	12,800	13,254	14,163	16,862
3	12,803	13,259	13,713	14,623	17,491
4	13,521	13,977	14,431	15,339	18,121
5	14,513	14,969	15,423	16,333	18,750
6	15,233	15,689	16,144	17,052	19,379
7	15,785	16,240	16,694	17,603	20,008
8	16,296	16,751	17,205	18,113	20,638
9	17,249	17,704	18,160	19,068	21,266
**SM(21)	17,549	18,004	18,460	19,368	21,566
**SM(22)	17,849	18,304	18,760	19,668	21,866

Elementary Substitute Acquisition Clerk - \$5,450

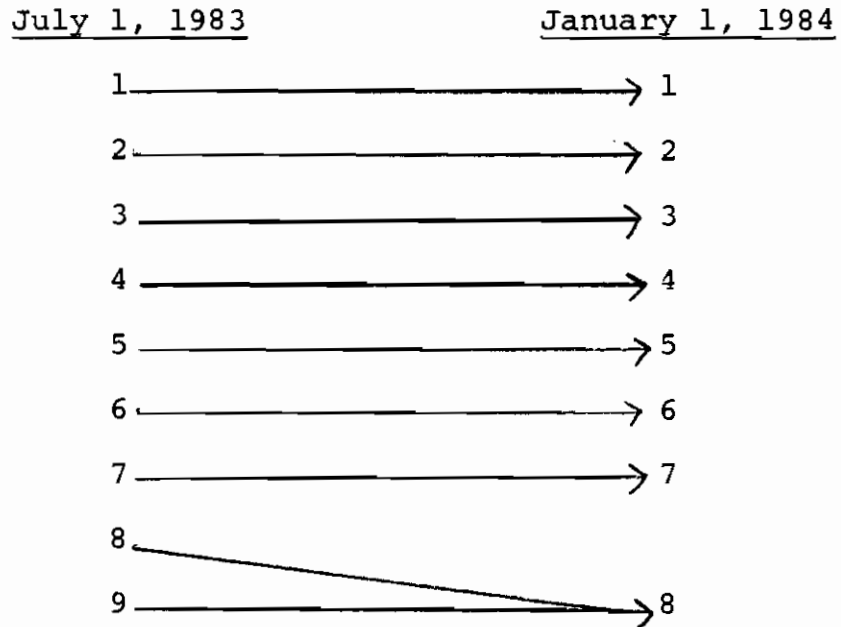
Secondary Substitute Acquisition Clerk - \$5,833

* Business Office Clerks shall include only the Payroll Clerks and the Accounting Clerks in the office of the Board Secretary.

** The service maximum of an additional three hundred dollars shall be paid after the employee completes 20 years in the district, and again after completing 21 years in the district. (See Article V, Section 6, for eligibility)

ARTICLE V, Continued

B. There will be no movement from step to step on this guide, except as follows: effective January 1, 1984, step eight (8) will be eliminated and those employees on step eight (8) will move to the next step as shown below:



Effective January 1, 1984, the following salary guide will be in effect: (see next page)

ARTICLE V, Continued

B. (Continued)

Effective January 1, 1984

Step	SCHEDULE A	SCHEDULE B	SCHEDULE C		SCHEDULE D
	10-Month Clerk	12-Month Clerk	12-Month Clerk	Bus. Ofc. Clerk *	12-Month Secretary
1	8,634	10,235	10,445	10,728	11,293
2	8,858	10,498	10,718	11,001	11,589
3	9,701	11,506	11,404	11,687	12,049
4	10,061	11,928	11,740	12,024	12,765
5	10,531	12,466	12,715	12,997	13,759
6	11,107	13,689	13,408	13,692	14,478
7	11,565	14,195	13,961	14,244	15,029
8	12,842	15,137	15,428	15,711	16,494

**SM(21)	13,142	15,437	15,728	16,011	16,794
**SM(22)	13,442	15,737	16,028	16,311	17,094

Step	SCHEDULE E	SCHEDULE F	SCHEDULE G	SCHEDULE H	SCHEDULE J
	1	12,049	12,505	12,958	13,866
2	12,344	12,800	13,254	14,163	16,862
3	12,803	13,259	13,713	14,623	17,491
4	13,521	13,977	14,431	15,339	18,121
5	14,513	14,969	15,423	16,333	18,750
6	15,233	15,689	16,144	17,052	19,379
7	15,785	16,240	16,694	17,603	20,008
8	17,249	17,704	18,160	19,068	21,266

**SM(21)	17,549	18,004	18,460	19,368	21,566
**SM(22)	17,849	18,304	18,760	19,668	21,866

Elementary Substitute Acquisition Clerk - \$5,450

Secondary Substitute Acquisition Clerk - \$5,833

* Business Office Clerks shall include only the Payroll Clerks and the Accounting Clerks in the office of the Board Secretary.

** The service maximum of an additional three hundred dollars shall be paid after the employee completes 20 years in the district, and again after completing 21 years in the district. (See Article V, Section 4, for eligibility)

ARTICLE V, Continued

3. Definition of Schedules

Schedule E - Administrative Chief Clerk, Single Person Office, (Career Planning, Industrial and Technical Education). Shall continue to exist so long as employees serving in those positions remain in those positions. Employees new to those positions after July 1, 1980 shall be paid according to the Schedule D guide.

Schedule F - Administrative Chief Clerk, Multi-Person Office (Secondary Education, Elementary Education, Special Pupil Services, Purchasing, Buildings and Grounds).
Chief Clerk - Middle Schools

Schedule G - Chief Clerk - High Schools

Schedule H - Vacant

Schedule J - Chief Bookkeeper, Chief Payroll Clerk, Executive Secretary to Assistant Superintendent.

ARTICLE V, Continued

4. The starting rate for newly-hired personnel covered by this Agreement shall be 5% less than the first step of the salary schedule appropriate to their position. Employees will remain at the starting rate until they have completed two full quarters, at which time they shall be placed on the first step of their appropriate guide. A full quarter shall be identified as follows:

January 1 to March 31

April 1 to June 30

July 1 to September 30

October 1 to December 31

For example: An employee hired on September 15 shall be placed on the first step of the guide on April 1.

5. A salary reopener will be in effect for the 1984-85 school year. The "term" salary may include step combination and/or reduction.
6. The parties agree that all employees in this unit as of August 1, 1976, shall continue to be eligible for supermaximums shown in the salary guides. Employees hired after August 1, 1976, shall not be entitled to the supermaximums indicated on the salary guides.
7. All employees covered by this Agreement shall be notified in writing upon attaining the supermaximum level.
8. All future twelve-month positions shall be filled under the appropriate schedules other than Schedule B.

ARTICLE V, Continued

9. Any employee covered by this collectively negotiated agreement who, for more than five (5) consecutive days is assigned the responsibilities of a position which commands a higher rate of pay shall, effective the sixth consecutive day, receive the higher rate of pay applicable to such assignment retroactive to the first day of such assignment.
10. A job description manual for all existing clerical jobs shall be made available to the Union. Discussion shall be held with a committee of the Union when revisions are contemplated on any existing job description. Employees covered by this Agreement shall receive a copy of the job description which pertains to their specific jobs.
11. An employee covered by this Agreement who is hired as a clerk and is requested to perform secretarial tasks may refuse to perform the tasks, and such refusal shall be without prejudice to the employee.
12. Ten-month elementary school clerks shall work the last five work days in August. The pay for that period shall be 2-1/2% of the regular pay, and shall be paid in a separate check as other income.
13. It is important that individuals of this bargaining unit whose positions are improved should not suffer a reduction in salary as a result of that move. Therefore, when an individual is reassigned to a position at a higher salary level, the following guidelines shall be employed to determine position on the salary guide:

ARTICLE V, Continued

A. An individual entering a higher salary guide shall receive a minimum of four percent increase over her/his current annual salary, except that if the four percent increase results in a salary amount that exceeds the maximum salary (excluding supermaximum) within the new grade level, the employee will be placed at the maximum salary for that new grade level.

B. In the event that such an increase would result in a salary amount that falls between two steps within the new salary schedule, the person shall be placed on the next higher step. For example: A Schedule D employee on step 5 in 1982-83 going to a position which would be paid on Schedule F would go to step 5 on that schedule.

14. Clerks and secretaries with twenty (20) consecutive years of service as a clerk or secretary in the Woodbridge Township School District contemplating retirement from service within five (5) years under 18A:66-43 of the revised Statutes of New Jersey (minimum age - 60 years) shall, after submitting written notice to that effect to the Board of Education, be placed on the service maximum at the beginning of the following school year.

ARTICLE VI

SUPERVISION

1. Clerks and secretaries shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.

ARTICLE VI, Continued

2. No clerk or secretary shall be required to work without supervision for extended periods of time.
3. In accordance with present Board policies and procedures, in emergency situations where no nurse or administrator is present, the employee shall call the person designated for such duty in the building or Central Administration for authorized personnel to handle the situation. The names of such persons shall continue to be supplied to each building's main office.

ARTICLE VII

GRIEVANCE

Grievances arising out of the provisions of this Agreement shall be governed by the following:

1. A grievance shall mean a complaint by any employee (1) that there has been as to her/him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement between the Union and the Board of Education, or (2) that insofar as matters covered by this Agreement, s/he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply (a) to any matter as to which the Board of Education is without authority to act, or (b) to the complaint of a non-tenured employee or a non-tenured appointment of a tenured employee, which arises by reason of her/his not being re-employed or reappointed to the non-tenured position. As used in this Article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A

ARTICLE VII, Continued

grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its known occurrence.

2. An employee with a grievance shall first discuss it with her/his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.
3. If the employee submitting the grievance is not satisfied with the disposition of her/his grievance after having discussed it with her/his immediate superior, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Union. The Union may submit the grievance within five (5) school days to the Superintendent of Schools.
4. If the person submitting the grievance is not satisfied with the disposition of her/his grievance by the Superintendent, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, s/he may request in writing that the Union submit the grievance within fifteen (15) school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board, or the date of the hearing with the employee, whichever comes later. If the employee submitting the grievance is not satisfied with the decision of the Board, the employee may request, in writing, that the Union submit the

ARTICLE VII, Continued

grievance to arbitration. Notice of a demand for binding arbitration shall be filed with the American Arbitration Association within twenty (20) days of the last appropriate date for a decision to be rendered by the Board, with copy of such notice to be sent to the Board of Education. If such demand for arbitration is not made within the specified time, the grievance shall be deemed resolved.

5. Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:

(a) Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an arbitrator in the dispute in question.

(b) Either party may request a second list of arbitrators if the first list is unsatisfactory. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.

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

ARTICLE VII, Continued

7. The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
8. The arbitrator's fees shall be shared equally by the parties to the dispute.
9. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator, which it has accepted sustaining a grievance, and the Union agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.
10. Any aggrieved person may be represented at all levels of the grievance procedure by her/himself or at her/his option by a representative selected or approved by the Union. When a clerk is not represented by the Union, the Union shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.
11. Clerical personnel shall be expected to proceed through proper channels, within the framework of the school district, on any informal grievance and/or complaint.

ARTICLE VIII

EVALUATION PROCEDURES

1. Annual Reports

All employees covered by this Agreement shall be evaluated on the district prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator,

ARTICLE VIII, Continued

with the assistance of the Assistant Superintendent for Personnel or her/his designee.

2. Maintenance of Skills

A. All employees covered by this Agreement shall be expected to maintain satisfactorily an acceptable level of their skills and expected proficiencies as designated by their classification and their official appointment to same.

B. Employees covered by this Agreement may register without charge in any scheduled Woodbridge Township Continuing Education course that would serve to maintain and increase their skills and proficiency in their assignment.

C. Tuition Reimbursement

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:

(1) 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.

(2) Courses taken must be job-related.

(3) All courses eligible for tuition reimbursement must be successfully completed.

(4) Tuition reimbursement shall be in the following amounts:

1982-83 - Maximum of \$125.00 per person per fiscal yr.
1983-84 - Maximum of \$150.00 per person per fiscal yr.
1984-85 - Maximum of \$200.00 per person per fiscal yr.

(5) Transcripts for all reimbursable courses must be filed in the office of the appropriate director by October 15 for payment in November; by March 15 for payment in April; and by July 15 for payment in September.

3. Probation

All new personnel shall serve a three (3) year probationary period. Written evaluations shall be prepared on all employees in a probationary status at the end of the first six months and at the end of each school year, and submitted in writing by the immediate supervisor to the Assistant Superintendent for Personnel at these times. Satisfactory growth and performance must be in evidence in order for the individual to continue and/or be recommended for permanent status. A recommendation for permanent appointment shall be submitted by the assigned supervisor to the Assistant Superintendent for Personnel at least sixty days prior to the first eligible day for permanent appointment.

4. Promotion

All vacant and new positions covered by this Agreement shall be advertised throughout the school system giving each clerk and secretary in the system an opportunity to apply. Said announcement shall contain procedures for applying for said position. Promotions shall be made on the basis of qualifications and seniority.

5. Personnel Files

A. Employees shall be given a copy of their evaluation report(s) prepared by their superiors during a conference called

ARTICLE VIII, Continued

for the purpose of discussing said report(s). No such report shall be submitted to Central Administration, placed in an employee's file, or otherwise acted upon until the employee has had a conference with her/his superior.

B. No material derogatory to an employee's conduct, service, character or personality shall be placed in her/his personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed, with the understanding that such signature in no way indicates agreement with the contents thereof.

C. The employee shall have the right to answer any material filed, and her/his answer shall be attached to the file copy.

D. An employee shall be permitted to examine her/his file. The employee shall indicate in a writing, to be placed in her/his file, that s/he has examined same.

E. Only personnel who have an official right and reason for doing so may inspect an employee's file.

F. Administrators shall be encouraged to place in the employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of a professional or civic nature. Any such material received from concerned, responsible outside sources shall also be included in the employee's file.

6. Transfers

A. Right to Transfer

The Superintendent of Schools may find it necessary to

ARTICLE VIII, Continued

reassign or to transfer clerical personnel as s/he may deem necessary for the best interests of the District. Transfers shall not affect the current salary of any personnel.

B. Involuntary Transfer

Any involuntary transfer shall be made only after a meeting between the employee involved, representatives of the Union, and the Superintendent of Schools and/or her/his designee.

C. Employee Requested Transfer

All employees covered by this Agreement desiring a change of assignment may request such change any time during the work year. The Superintendent of Schools shall determine whether the transfer shall be made and whether such change will benefit the district. If the transfer request is denied, the employee shall be so informed in writing.

D. Grievance

If the employee determines that any aspect of the transfer policy is being applied and enforced arbitrarily, s/he may file a grievance.

ARTICLE IX

SAVINGS CLAUSE

1. The Employer and the Union agree to carry out the commitments contained herein and the provisions hereof and give them full force and effect.
2. It is agreed by the parties that no provision of this Agreement may be altered except by mutual consent of both parties and by an instrument in writing duly executed by both parties, and said

ARTICLE IX, Continued

changes mutually agreed to shall have the force and effect of all other provisions of this Agreement.

3. If any provision of this Agreement is declared to be illegal and not binding by a proper legislative or judicial authority, all other provisions are to remain in full force and effect and this Agreement will remain in force with the void provision deleted.
4. It is agreed that any changes in benefits or any new rules or modifications of existing rules governing working conditions as they may pertain to employees covered by this Agreement shall be negotiated with the Union.
5. The Union agrees and recognizes that the employer reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district, except as may be specifically provided by the language of the Agreement.
6. No Reprisal Clause

Both parties agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any employee of the Board, officers or members of Local #1405, any individual or organization engaged in activities or in support of activities related to the contractual negotiations for this Agreement. Both parties agree to enjoin their members,

ARTICLE IX, Continued

agents and employees to be bound by these provisions and use their best efforts to insure that said agents, members and employees comply with this clause.

ARTICLE X

UNION BUSINESS

1. When the Central Administration requires the presence of the Union president for the purpose of resolving any mutual problems, there shall be no loss in pay for the time spent in such activities.
2. Fifteen days per contract year without pay shall be granted for Union officials to attend conventions, institutes or educational conferences. No individual Union official may use more than four days in any one contract year. Individuals who apply to use such days shall be approved by the Assistant Superintendent for Personnel or her/his designee and the Union president.
3. The Board grants the Union the right to reasonable use of interschool mail service in accordance with established district procedures to whatever extent it is legally permissible. A designee of the Union in each work location shall be granted the right to distribute Union materials to employees covered by this Agreement. Such distribution shall take place only before or after work hours, or during lunch. In the Administration Building lunch hour distribution shall be limited to the mail room facilities.
4. Dues Deduction
 - A. The Employer agrees to deduct from the salaries of the clerks and secretaries dues for the Woodbridge Township School

ARTICLE X, Continued

Clerks and Secretaries Union, Local #1405, American Federation of Teachers, AFL-CIO, in compliance with N.J.S.A. 52:14-15.9e and on rules established by the New Jersey Department of Education.

B. Such monies collected, together with records of any corrections, shall be transmitted to the Treasurer of the Union by the fifteenth of each month following the monthly pay period in which deductions were made.

C. Authorization for dues deduction shall be in writing. Authorization of dues deduction is to be forwarded to the Secretary of the Board of Education.

D. Deductions are to be made with the understanding that said deductions may be discontinued only if the person originally authorizing deductions files such notice of withdrawal, in which case dues deductions will terminate as of January 1st or July 1st next succeeding the date on which notice of withdrawal was filed. Notices of withdrawal are to be forwarded to the secretary of the Union and to the Secretary of the Board.

5. Agency Shop

A. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction effective as of the

ARTICLE X, Continued

date dues for membership would have been owed and payable had the employee joined the Union. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

B. 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.

C. The Union shall provide evidence of the existence of a "Demand and Return" system in accordance with C. 447, P.L. 1979, to the Woodbridge Township Board of Education, and to all non-union members before any deductions are made pursuant to the terms hereof.

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. Ryan (President)

By J.G. Cadwalade (Secretary)

WOODBIDGE TOWNSHIP SCHOOL CLERKS AND SECRETARIES,
LOCAL 1405, AFT, AFL - CIO

By Maurice Labe (President)

By Constance D'Amico (Secretary)

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SIDE-BAR AGREEMENT TO CONTRACT
BETWEEN
THE BOARD OF EDUCATION OF WOODBRIDGE TOWNSHIP
and
THE WOODBRIDGE TOWNSHIP SCHOOL CLERKS AND SECRETARIES
LOCAL #1405
AMERICAN FEDERATION OF TEACHERS
AFL - CIO

July 1, 1982 to June 30, 1985

This side-bar agreement is entered into this 1st day of July, 1982, between the Woodbridge Township Board of Education, hereinafter called the Board, and the Woodbridge Township School Clerks and Secretaries, Local #1405, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Union. This Agreement provides that no member of this Union shall be required to use a personal car or personal vehicle for any Board of Education business.

BOARD OF EDUCATION, TOWNSHIP OF
WOODBIDGE, NEW JERSEY

By Thomas E. Cunningham (President)

By J. C. Cadwalader (Secretary)

WOODBIDGE TOWNSHIP SCHOOL CLERKS AND SECRETARIES
LOCAL #1405, AFT, AFL - CIO

By Maureen Lahey (President)

By Constance D'Amico (Secretary)

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