

AGREEMENT

BETWEEN

**THE WOODBRIDGE TOWNSHIP BOARD OF
EDUCATION**

AND

**THE WOODBRIDGE TOWNSHIP CUSTODIAL
SUPERVISORS ASSOCIATION**

**FOR THE PERIOD FROM
JULY 1, 2006 to JUNE 30, 2009**

WOODBRIIDGE TOWNSHIP
BOARD OF EDUCATION
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WOODBRIIDGE, NEW JERSEY
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WOODBRIIDGE TOWNSHIP CUSTODIAL
SUPERVISORS ASSOCIATION
Woodbridge, New Jersey

Officers

President..... John Dutcher
Vice President Herbert Olsen
Secretary Pamela McGlynn
Treasurer Robert Lane

Negotiating Team

President..... John Dutcher
Vice President Herb Olsen
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INDEX

PART ONE

ARTICLE I RECOGNITION..... 1

A. Bargaining Unit.....1

B. Definitions.....1

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT 1

A. Meetings.....1

B. Submission of Proposals for Negotiations2

C. Conduct of Negotiations2

D. Agreement.....2

ARTICLE III GRIEVANCE PROCEDURE..... 3

A. Definitions.....3

B. Procedure3

C. Miscellaneous4

ARTICLE IV RIGHTS OF EMPLOYEES 5

A. Representation.....5

B. Statutory Savings Clause5

C. Non-Discrimination5

D. Discipline5

E. Discharge5

F. Facilities6

ARTICLE V RIGHTS, RESPONSIBILITIES AND DUTIES OF THE W.T.C.S.A. 6

A. Information6

B. Use of Schools for W.T.C.S.A. Meetings.....6

C. Mail Facilities6

D.	Exclusivity	6
ARTICLE VI BOARD RIGHTS		7
ARTICLE VII ASSIGNMENTS		7
A.	Vacancies	7
B.	Transfers	7
ARTICLE VIII EMPLOYEE FILES		8
ARTICLE IX SICK LEAVE		9
A.	Sequence of Use.....	9
B.	Accumulative	10
C.	Less than Full-Time Employment	10
D.	Rate of Supplemental Compensation.....	10
E.	Payment of Supplemental Compensation	11
F.	Physician’s Certificate	11
G.	Absence Due to Illness.....	11
H.	Worker’s Compensation	12
I.	Accounting of Accumulated Leave	12
ARTICLE X TEMPORARY LEAVES OF ABSENCE		12
A.	Personal Days.....	12
B.	Death in Family.....	13
C.	Legal	13
D.	Absence Without Leave.....	13
E.	Other Leaves	13
ARTICLE XI EXTENDED LEAVES OF ABSENCE		13
A.	Anticipated Disability/Sick Leave of Absence.....	13
B.	Unpaid Personal Leave	15

C.	Military Leave.....	16
D.	Other Provisions Pertaining to Leaves.....	16
E.	Other Leaves	17
ARTICLE XII PROTECTION OF EMPLOYEES AND PROPERTY		17
A.	Assault.....	17
B.	Disruptive Pupils.....	17
C.	Indemnification	17
D.	Personal Property	17
ARTICLE XIII INSURANCE PROTECTION		18
ARTICLE XIV SALARY PAYMENT PROCEDURES		21
A.	Credit Union.....	21
B.	Limitations	21
C.	Tax Sheltered Annuities.....	21
D.	Compensation Other Than Salary.....	22
ARTICLE XV MISCELLANEOUS PROVISIONS		22
A.	Separability	22
B.	No Reprisals.....	22
C.	Compliance Between Individual Contract and Master Agreement	22
D.	Reproduction of the Contract.....	22
E.	Duration Period.....	23
PART TWO		
ARTICLE I MISCELLANEOUS PROVISIONS		25
A.	Work Year.....	25
B.	Hours.....	25
C.	Vacations.....	26

D.	Other Vacation Provisions	27
ARTICLE II WORK SCHEDULE.....		27
A.	Employee’s Work Day.....	27
B.	Overtime	27
ARTICLE III EMPLOYMENT PROCEDURES.....		28
A.	Tenure	28
B.	Resignation	28
C.	Notification of Contract and Salary	29
D.	Transportation	29
E.	Hazardous Jobs	29
F.	Reporting For Work	29
G.	Maintenance Work.....	29
ARTICLE IV SENIORITY		29
A.	Definition	29
B.	Seniority List.....	29
B.	Seniority List.....	30
D.	Recall	30
E.	Reduction in Force.....	30
ARTICLE V SALARIES.....		30
A.	Salary Schedules	30
B.	Supermaximum.....	30
ARTICLE VI EVALUATION AND SUPERVISION.....		31
A.	Annual Reports	31
B.	Rebuttal.....	31
ARTICLE VII UNIFORMS		31

A.	Uniforms	31
B.	Requirements	31
ARTICLE VIII MISCELLANEOUS		32
A.	Physical Examinations	32
B.	Maintenance of Skills	32
C.	Continuing Education	32
D.	Renewal of the Black Seal License.....	32
E.	Revising Custodians' Schedules	32
SALARY SCHEDULE.....		33
SIGNATURE PAGE		33

PART ONE

**ARTICLE I
RECOGNITION**

A. Bargaining Unit

The Board recognizes the Woodbridge Township Custodial Supervisors Association as the sole and exclusive bargaining representative for all Supervising Janitor personnel.

B. Definitions

Unless otherwise indicated in this Agreement, terms shall be defined as follows:

1. "W.T.C.S.A." shall mean the Woodbridge Township Custodial Supervisors Association or its designated representatives.
2. "Board" shall mean the Board of Education of Woodbridge Township or its designated representatives.
3. "Immediate Supervisor" shall mean the administrator of any work location.
4. "School" shall mean any work location.
5. "Employee" shall include any member of the bargaining unit for Custodial Supervisors as certified by the Board of Education on June 20, 1996.
6. "Service in Woodbridge" shall mean the total number of years of regular employment for the District in any combination of positions within this bargaining unit or in other contractual positions.
7. "District" shall mean the Woodbridge Township School District.
8. "Administration" shall mean the Woodbridge Township School District central office administrators consisting of the Superintendent, the Assistant Superintendent, the Director of Personnel Services, the Business Administrator/Board Secretary and the Director of Special Services.
9. The masculine shall include the feminine; the feminine shall include the masculine.

**ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Meetings

1. Negotiations shall begin no later than November 1st preceding the expiration of the Agreement.
2. Requests for meetings from the W.T.C.S.A. will be made to the Superintendent of schools and the President of the Board.
3. Requests for meetings from the Superintendent or the Board will be made to the President of the W.T.C.S.A. or his/her designee.
4. 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) work day of the date of request, such meeting to take place within seven (7) work days.
5. Nothing in this Article shall preclude the parties from scheduling meetings in such manner and at such times as may be otherwise mutually agreed upon by the parties.

6. Every effort shall be made in the negotiations meetings to work toward agreement.
7. The location at which all regular and special meetings are held shall be determined at the time of the request for a meeting.
8. Employees (not to exceed four in number) who, upon request of the W.T.C.S.A. are excused by the Superintendent from their regular assignments for the purpose of attending and/or participating in negotiations meetings with representatives of the Board, shall suffer no loss of pay and benefits.

B. Submission of Proposals for Negotiations

All proposals and counterproposals submitted by either party in the course of negotiations shall be in writing.

C. Conduct of Negotiations

1. Each party shall, upon reasonable request, furnish to the other party any available, pertinent non-confidential reports, statistics and general information concerning the District.
2. Competent professional and lay representatives or consultants may be used in negotiations by either party.
3. During negotiations, the Board and the W.T.C.S.A. will present relevant non-confidential data, exchange points of view, and make proposals and counterproposals.
4. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
5. Nothing herein shall be construed to prevent a school district official from meeting with an employee organization for the purpose of hearing the views and requests of members of such organization so long as the W.T.C.S.A. is informed of the meeting and provided that any changes or modifications in terms and conditions of employment are made only through negotiations with the W.T.C.S.A.
6. 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.

D. Agreement

1. If a tentative Agreement is rejected by the W.T.C.S.A, negotiations shall be reopened.
2. If a tentative Agreement is rejected by the Board, negotiations shall be reopened.
3. Once a written Agreement is adopted by the W.T.C.S.A. 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 implementation of the Agreement.
4. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect, except that new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.
5. Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied. Any claims involving

discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by an employee or the W.T.C.S.A. based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or to any matter as to which the Board is without authority to act.
2. Non-tenured employees shall not have recourse to the grievance procedure regarding non-renewal in a tenurable position.
3. For purposes of this Article, the term “employee” shall also mean a group of employees having the same grievance, or the W.T.C.S.A.
4. A grievance to be considered must be initiated by the employee within thirty (30) calendar days of its known occurrence, unless during summer recess, in which case it is to be initiated by September 15th or within thirty (30) calendar days of its known occurrence, whichever comes later.

B. Procedure

1. An employee with a grievance shall first discuss it with his/her immediate supervisor either directly or through the W.T.C.S.A.’s designated representative with the objective of resolving the matter informally.
2. If the aggrieved employee is not satisfied with the disposition of his/her grievance after having discussed it with his/her immediate supervisor, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the W.T.C.S.A. The W.T.C.S.A. may submit the grievance to the Superintendent of Schools within five (5) school days. No grievance may be processed under this procedure at this level, or at any higher level, without the written approval of the W.T.C.S.A.
3. If the aggrieved employee is not satisfied with the disposition of his/her grievance by the Superintendent, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may request in writing that the W.T.C.S.A. submit the grievance to the Board within fifteen (15) school days. 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.
4. If the aggrieved employee is not satisfied with the decision of the Board, the W.T.C.S.A. may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the Public Employment Relations Commission within thirty (30) calendar 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.
 - A. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operations of schools.

- B. The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of this Agreement or of applicable law, rules or regulations having the force and effect of law.
 - C. The award of the arbitrator shall be binding. Only the Board, the aggrieved employee and the W.T.C.S.A. shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.
 - D. The arbitrator's fee shall be shared equally by the Board and the W.T.C.S.A.
 - E. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.
 - F. The W.T.C.S.A. agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.
5. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions for the duration of this Agreement. The W.T.C.S.A. accordingly agrees, for the duration of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support, nor will any of its members take part in any strike, i.e. the concerted failure to report for duty, or willful absence of any employee of the Woodbridge Township Board of Education from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever. The above language is interpreted to mean that the W.T.C.S.A. will not sanction any "wild-cat" strikes, and the W.T.C.S.A. will immediately disavow the strike and notify the strikers to return to work.

C. Miscellaneous

- 1. Any aggrieved employee may be represented at all levels of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the W.T.C.S.A., except that this provision shall be limited by Section B.2, Section B.4 and Section C.2 of this Article.
- 2. When an employee is not represented by the W.T.C.S.A., the W.T.C.S.A. shall be notified of the time, date and place of any meeting with the Superintendent or hearing with the Board at least seventy-two (72) hours prior to the meeting or hearing, have an opportunity to be present and, at its option, present its views or appeal the disposition of the grievance.
- 3. A notice of meetings with the Superintendent or hearings with the Board and a copy of the written decision at each step shall be mailed to the administrators involved and to the W.T.C.S.A.
- 4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 5. When hearings are during school hours, all such employees who are present at the hearing shall be excused for that purpose with pay and benefits.

6. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.

ARTICLE IV RIGHTS OF EMPLOYEES

A. Representation

As provided in N.J.S.A. 34:13A-1 et seq. the Board hereby agrees that all employees shall have the right to join with and support the W.T.C.S.A. for the purpose of engaging in all matters of representation pertaining to terms and conditions of employment with the Board. The Board recognizes the right of employees to belong or not belong to organizations of their choice.

B. Statutory Savings Clause

Nothing contained in this Agreement shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey Statutes or Regulations of the Commissioner of Education or applicable laws and regulations.

C. Non-Discrimination

1. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, age, physical challenge as proscribed by the "Americans with Disabilities Act", sexual orientation, marital status, or membership in or association with the activities of the W.T.C.S.A.
2. The W.T.C.S.A. agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, physical challenge as proscribed by the "Americans with Disabilities Act", sexual orientation, marital status, or membership in any other organization.

D. Discipline

1. Disciplinary action may be imposed upon any employee for just cause.
2. If the employer has reason to reprimand an employee, it shall be done privately and fairly.
3. Where legally permissible, disciplinary action may be processed as a grievance through the procedure identified in this Agreement.

E. Discharge

Discharge of a tenured employee by the Board shall be processed in accordance with Title 18A.

F. Facilities

The Board shall make reasonable efforts, where physically and financially possible, to provide facilities for employees to use during unassigned time. Those facilities shall be clean, sufficiently spacious, appropriately furnished and supplied, with well-functioning systems for heating and air-conditioning. However, there shall be no recourse to the grievance procedure over this provision of the Agreement.

**ARTICLE V
RIGHTS, RESPONSIBILITIES AND
DUTIES OF THE W.T.C.S.A.**

A. Information

The names and addresses of all newly hired custodial supervisors shall be made available to the W.T.C.S.A. by the Office for Personnel Services within seven (7) work days after they are hired.

B. Use of Schools for W.T.C.S.A. Meetings

W.T.C.S.A. officers may schedule regular and special meetings in school buildings at such times as mutually agreed upon by the W.T.C.S.A. and the Administration. The principal of the building will assign the area to be used and approve the date and time. Permission shall not be arbitrarily withheld. Release time to attend such meetings may be provided at the sole discretion of the Administration.

C. Mail Facilities

1. The W.T.C.S.A. shall have the use of interschool mail service in accordance with established District procedures and to the extent legally permissible.
2. W.T.C.S.A. officers shall have the right to distribute W.T.C.S.A. materials to employees providing that said distribution shall in no way interfere with the operation of the school. The W.T.C.S.A. agrees that the representatives making such distribution shall do so only on the free time of the employee, i.e. break-time or lunchtime.
3. Nothing contained in Section C.1 and 2 shall preclude or restrict the Board and Administration to their rights to use the facilities therein described.

D. Exclusivity

The rights and privileges of the W.T.C.S.A. and its representatives as set forth in this Agreement shall be granted only to the W.T.C.S.A. as the exclusive representative of the employees covered by this Agreement and to no other organizations.

E. Agency Shop Fee

An agency shop fee will be required for any supervisory custodian who elects not to join the NJEA.

F. Association Days

Up to twenty (20) days per contract year without loss of pay shall be granted to the Association for use by any of its Executive Board members to attend events operated or offered by the NJEA. Each year, the Association shall provide to the Director of Personnel and the Business Administrator/Board Secretary a calendar of pre-scheduled events for which the use of Association days might be required and list of representatives who might require use of Association days. Nothing herein will preclude the Association from seeking permission to use Association days for events which are not included in the calendar provided. No representative will be permitted to use more than five (5) Association days. Use of Association days shall be limited to use by the four members of the Executive Committee of the Association and shall be subject to the approval of the Association President and the Director of Personnel.

**ARTICLE VI
BOARD RIGHTS**

The W.T.C.S.A. agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge), to direct school operations and to take whatever other actions may be necessary to accomplish the mission of the Woodbridge Township School District except as may be specifically provided by the language of this Agreement.

**ARTICLE VII
ASSIGNMENTS**

A. Vacancies

The Administration shall post notices of vacancies in each school. Such notices shall be posted for at least ten (10) work days prior to the deadline for filing applications and shall include all pertinent data regarding the position, including the appropriate job description, qualifications, salary range, shift, location and hours. However, in the event that a vacancy occurs during the summer recess, said vacancy shall be posted only in those schools which are open.

B. Transfers

1. Employees desiring to be transferred to another school or assignment may apply for a transfer at any time during the work year.
2. Any employee being transferred involuntarily shall be notified of such anticipated transfer at least ten (10) days prior to the Board rendering a final decision regarding the transfer. In those situations requiring immediate transfer, the ten (10) day notice shall be waived.

**ARTICLE VIII
EMPLOYEE FILES**

Official employee files shall be maintained in accordance with the following procedures:

- A. No derogatory material related to any employee's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information and the employee has had an opportunity to review the material. Any such material shall be removed from the file no later than five (5) years following the date on which it is placed in the file, except for formal observation reports or evaluations which shall not be removed from the file. However, the request for removal must be initiated by the employee. In addition, no material required for an active grievance or disciplinary action will be removed until completion of those proceedings is effected.
- B. The employee shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- C. An employee's refusal to sign will be noted by an administrator and a witness.
- D. The employee shall have the right to submit a written answer to any material filed and his/her answer shall be attached to the file copy.
- E. Employees will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it at their expense. An employee will be entitled to have a W.T.C.S.A. representative accompany him/her during such review. An administrator or designee shall be present during such review.
- F. Reasonable arrangements for the purpose of examining personnel files shall be made mutually by the Administration and the W.T.C.S.A. so that the Administration will not be overwhelmed by a deluge of employees seeking simultaneously to examine their files.
- G. The employee shall indicate in writing to be placed in his/her file that he/she has examined same.
- H. Only those persons who have an official right and reason for doing so may inspect an employee's file.
- I. Administrators shall place in employees files information of a positive nature indicating competencies and achievements. Any such material received from concerned, responsible outside sources shall also be included in the employee's file.
- J. The employee shall have the right to add to his/her file additional information and material. The Administrator shall be given the opportunity to acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- K. In the event that the Board or Administrator wishes to use materials such as written memos or notes which are not a part of the official personnel file in making decisions concerning the promotion of an employee, the employee shall, upon request, be shown these materials and have one (1) week in which to make verbal and/or written comments about them. Letters in response to requests for references shall not be covered by this section.

**ARTICLE IX
SICK LEAVE**

A. Sequence of Use

1. Each employee will receive, without loss of pay, fourteen (14) days leave per year for personal illness, which are accumulative.
2. Twenty (20) days leave per year without loss of pay for personal illness which are non-accumulative shall only be available to members whose absence is caused by one of the following:
 - A. Childbirth.
 - B. Hospitalization or other confinement to a medical facility.
 - C. A serious injury or illness which is supported by medical verification.

Use of the twenty (20) non-accumulative sick days will be upon petition by the employee to the Office for Personnel Services. In any instance that the Assistant Superintendent for Personnel disputes eligibility for use of the twenty (20) non-accumulative sick days, the matter shall be referred to a standing committee for disposition. The committee shall be composed of four members, two of whom shall be appointed by the Board and two of whom shall be appointed by the W.T.C.S.A. In the event that the committee cannot agree on a case, the case shall be submitted in writing to a medical expert for final and binding disposition. The costs of engaging the medical expert shall be shared equally by the Board and the W.T.C.S.A.

3. Use of sick days shall be applied as follows:
 - A. If an employee has been continuously 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 employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence;
 - B. The fourteen (14) accumulative sick leave days allowed for the current school year shall be used;
 - C. The fifty (50) sick leave days which had been previously accumulated shall be used; and
 - D. The twenty (20) non-accumulative sick leave days, if allowed for the current school year, shall be used at which point the employee is no longer entitled to sick leave days without pay deduction. When the employee has used all of his/her sick days, the employee may request the Board to pay such employee each days 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.

B. Accumulative

The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously employed in the Woodbridge Township School District is unlimited, except that not more than fifteen (15) sick leave days, which would include any unused personal days which can be carried over as sick leave days, may be accumulated in any one year.

C. Less than Full-Time Employment

Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits.

D. Rate of Supplemental Compensation

1. Each certified employee who retires under a state administered retirement system with at least twenty (20) years of pension credit and each non-certified employee who retires under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employee as of the last day of employment.
2. Supplemental compensation shall be calculated for eligible employees who retire in the 2000-2001 school year in the same manner as set forth in Part One, Article IX, Paragraph C of the 1996-2000 agreement between the Board and the Association.
3. Supplemental compensation for employees who retire in the 2001-2002 school year or thereafter shall be calculated as follows:
 - A. A retiring employee with fewer than fifty (50) accumulated sick days at the time of retirement shall receive supplemental compensation equal to eighty-five (\$85.00) dollars per accumulated sick day.
 - B. A retiring employee with at least fifty (50) but fewer than one hundred (100) accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred ten (\$110.00) dollars per accumulated sick day.
 - C. A retiring employee with at least one hundred (100) but fewer than one hundred fifty (150) accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred thirty five (\$135.00) dollars per accumulated sick day.
 - D. A retiring employee with one hundred fifty (150) or more accumulated sick days at the time of retirement shall receive supplemental compensation equal to one hundred sixty (\$160.00) dollars per accumulated sick day.
 - E. In no case shall the daily rate of payment for supplemental compensation exceed the retiring employee's daily rate of pay at the time of retirement. For example, a retiring employee whose daily rate of pay at the time of retirement is \$85.00 and who has accumulated one hundred sixty (160) sick days shall receive supplemental compensation in the amount of \$13,600.00, not \$25,600.00.

- F. In no event shall the total supplemental compensation benefit exceed \$30,000 if the employee is working in the Woodbridge Township School District as of June 30, 2003 or \$15,000 if the employee begins working in the District after June 30, 2003.
- G. Examples: An employee who retires with 110 sick days shall receive supplemental compensation in the amount of \$14,850; an employee who retires with 220 sick days shall receive supplemental compensation in the amount of \$30,000.00 if the employee was working in the District as of June 30, 2003 or \$15,000 if the employee began working in the District after June 30, 2003.

E. Payment of Supplemental Compensation

- 1. For all employees who retire after July 1, 2000, supplemental compensation shall be payable in three (3) equal annual payments. In the event that notice of retirement is given on or before December 1st of a given school year, the payments shall be made by August 1st in each of the following school years. In the event that notice of retirement is given after December 1st of a given school year, the payments shall be made by August 1st of the second, third, and fourth school years following the school year of retirement. For example, if notice is given on December 1, 2006, payments shall be made by August 1, 2007, August 1, 2008 and August 1, 2009. If notice is given on January 1, 2007, payments shall be made by August 1, 2008, August 1, 2009 and August 1, 2010.
- 2. In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
- 3. Any employee who is eligible for a disability retirement from either the Teacher's Pension and Annuity Fund or the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section D of this Article for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.
- 4. At the option of the retiring employee, the cash value of supplemental compensation that is due and owing to him/her at the time of retirement may be converted into a credit for the purchase of health benefits during retirement.

F. Physician's Certificate

A physician's certificate must be filed following an absence of five (5) or more successive school days because of personal illness. The Board may, if it has cause to believe there has been an abuse of the sick leave policy, require an examination by an independent physician. Such examination shall be at Board expense.

G. Absence Due to Illness

- 1. No reduction in pay shall be made for any accumulated sick days to which an employee is entitled, except as may be delineated elsewhere in this Agreement.
- 2. All employees shall have the right to notify the District of their use of sick leave by means of a tape machine until one (1) hour before their starting time.

H. Worker's Compensation

1. An employee absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment and compensable under New Jersey Worker's Compensation laws shall be paid his/her full salary for the period of such absence up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault or injury for the period for which salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Worker's Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
2. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave to the extent permissible by law.

I. Accounting of Accumulated Leave

The Board will make available to each employee an annual accounting of accumulated sick leave by September 30th, if at all possible, but no later than October 31st.

ARTICLE X TEMPORARY LEAVES OF ABSENCE

A. Personal Days

1. Employees shall be entitled to three (3) personal days of absence without loss of pay during any one (1) school year for personal reasons under the following conditions:
 - A. No personal days shall be allowed, unless for religious holidays, when such days are taken during the first three (3) or last three (3) days of the school year, or the first day immediately preceding, or the first day immediately following a school recess or vacation, except that the Superintendent may, in his/her discretion, allow a change in this provision. The decision of the Superintendent shall be final, however, and shall not be subject to a grievance.
 - B. Any employee desiring a personal day is to advise the principal of the building to which he/she is assigned at least two (2) school days in advance of the time that he/she will be absent.
 - C. In case of emergency, the two (2) day notification requirement for a personal day is waived.
2. Employees requesting a personal day shall do so on a form designated for this purpose (See Appendix A). Copies of the request for a personal day shall be forwarded to the Assistant Superintendent for Personnel Services and records of such requests shall be kept in each employee's central personnel file.

3. Employees may, on occasion, because of unanticipated events or emergencies, require the use of personal days beyond their three (3) allocated personal days. In such cases, the employees involved may apply for additional unpaid personal days through the Assistant Superintendent for Personnel Services.
4. Unused personal days shall be converted into accumulative sick days on an annual basis.

B. Death in Family

1. Up to five (5) workdays absence with pay shall be allowed for death in the immediate family. Immediate family shall mean: husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or any other relative residing in the same household.
2. Up to two (2) workdays absence with pay shall be allowed for death of aunt, uncle, niece, nephew, cousin, son-in-law, daughter-in-law, brother-in-law, sister-in-law, except for attendance at out-of-state services, in which case it shall be for three (3) days.
3. One workday absence with pay shall be allowed for the death of spouse's grandparent, or aunt or uncle by marriage.
4. Bereavement leave of absence shall be taken commensurate to the time of death of the relative.

C. Legal

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

D. Absence Without Leave

In cases of absence of any employee from duty without leave as provided above, such employee shall receive no pay during such absence. The deduction of such absence shall be calculated at one two-hundred fortieth of the employee's annual salary for each work day of such absence. It is recognized that this clause shall not be construed to be a limitation upon any other action which the Board/Administration may choose to take.

E. Other Leaves

The Board may grant a leave of absence to any tenured employee.

**ARTICLE XI
EXTENDED LEAVES OF ABSENCE**

A. Anticipated Disability/Sick Leave of Absence

1. Any employee who will require an extended leave of absence due to an anticipated disability, such as pending surgery or other medical procedures, shall report that status to the Board as soon as said employee becomes aware of same. If the extended leave of absence is due to childbirth, the employee who becomes pregnant shall notify the Board at least ninety (90) days prior to the anticipated date of delivery. At the time of

- notification, the employee shall submit a physician's certificate attesting to the pending disability.
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 an 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 below:
 - 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 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.
 5. Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
 6. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four (4) weeks before the anticipated date of childbirth at which time the pregnant employee shall be eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four (4) 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 (4) week period, said employee may use any sick leave benefits to which she is entitled providing that the employee's physician provides the Board with a certificate attesting to her inability to continue working, and the Board reserves the right to verify the employee's inability to continue working.
 7. 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:
 - A. The Board's physician and the employee's physician agree that the employee cannot continue working.
 - B. 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 working.
 8. 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 (4) weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under the sick leave policy. This applies only to those 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 (4) 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.
 - 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'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.
9. 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 Section B below.
- A. Requests by tenured employees 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 (1) or two (2) additional school years, if requested by the employee.
 - B. Employees returning from disability/sick leaves of absence shall be governed by Sections D.1 and D.2 of this Article.
10. In no event shall the Board be obligated to extend a non-tenured employee's unpaid leave of absence beyond the contract year for which the employee is employed.
11. 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.
12. If any employee who has been granted a leave of absence for pregnancy loses 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.

B. Unpaid Personal Leave

1. The Board recognizes that certain personal situations occasionally occur where an employee seeks absence from work without pay. Where this is not inconsistent with the best interests of the educational process and continuity of instruction, the Board may grant individuals 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.

- B. Mere convenience or pleasure of the employee shall not be considered as valid reasons.
2. Requests for personal leave shall be addressed in writing to the employee's immediate supervisor.
 3. The request shall be submitted a minimum of sixty (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 sixty (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 Services.
 4. The request shall include the reason for the petition and supportive data in accordance with administrative procedure, as well as the time period for which it is being requested.
 5. The Board 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 employees 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 Services.

C. Military Leave

1. Military leave shall be granted to employees in accordance with the applicable laws of the State of New Jersey pertaining to the employees of school districts. Any employee who shall enter the active military service of the United States shall be granted a leave of absence without pay for the period of such service. Employees returning from such service shall be re-employed after termination of such leave of absence if such employee has been honorably discharged from service. Employees returning from military leave must notify the Office for Personnel Services sixty (60) days prior to discharge. For the purpose of determining the appropriate step on the salary schedule upon which such an individual is to be placed, service prior to the leave of absence and subsequent to his/her return to employment shall be considered as continuous service in Woodbridge as though the same had not been interrupted by military leave provided, however, that a maximum of four (4) years credit for military service for the purpose of determining the appropriate step on the salary schedule shall be granted to any employee.
2. An employee's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility, shall not be affected by a military leave of absence as provided for in this Article. For this purpose, the employee's service prior to leave of absence and subsequent to his/her return to employment shall be continuous service in Woodbridge as though the same had not been interrupted by military leave.

D. Other Provisions Pertaining to Leaves

1. Prior to employees return from leave, notices shall be sent indicating their specific assignment. Where such notice is not possible or change becomes necessary, the employee shall be notified as soon as administratively possible.

2. An employee returning from a leave of absence shall receive the same salary increment as those employees within the system who have the same number of years of service credit in the District.

E. Other Leaves

The Board may grant a leave of absence to any tenured employee covered under the provisions of N.J.S.A 18A:30-6 to 18A:30-7.

**ARTICLE XII
PROTECTION OF EMPLOYEES
AND PROPERTY**

A. Assault

Employees shall immediately report to their immediate supervisor in writing 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, which 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.

B. Disruptive Pupils

Employees shall inform the administration of any situation, condition or occurrence, including the behavior of disruptive pupils, which may require administrative action.

C. Indemnification

1. Employees shall be indemnified against civil actions brought against them in the course of their employment to the fullest extent provided by N.J.S.A. 18A:16-6 as may be amended.
2. Employees shall be indemnified against criminal actions brought against them in the course of their employment to the extent provided by N.J.S.A. 18A:16-6.1, as may be amended.

D. Personal Property

Where there is clear evidence that an employee's personal property has been vandalized during the work day, including extra-curricular assignments, the Board may reimburse the employee for such loss to the extent that it is not covered by the employee's personal insurance policies. There shall be no further recourse to the grievance procedure for any such claim which is denied by the Board.

E. Unsafe Condition

When an unsafe condition exists at a school, a custodial supervisor will be permitted to evacuate with other occupants of the school until the proper authorities arrive.

**ARTICLE XIII
INSURANCE PROTECTION**

A. Medical Insurance

1. Until June 30, 2007, and except as limited by paragraph 2, below, the Board shall pay for the full cost for the Traditional Plan of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits). Coverage includes the full cost of all hospital extras including anesthesiology. There shall be no lifetime limit on Major Medical coverage under the Traditional Plan.
2. Until June 30, 2007, new hires shall receive employee only coverage in the Horizon PPO plan, as well as the dental, prescription and optical plans, without employee contribution. After completing three (3) years of employment in the district, they shall receive employee and dependent coverage in the Traditional Plan, as well as the dental, prescription and optical plans. Employees who are entitled to employee only coverage shall be entitled to pay the premiums in order to receive dependent health benefits coverage or coverage in the Traditional Plan.
3. Effective July 1, 2007, each employee shall continue to receive the medical insurance coverage as provided above. However, employees referenced in paragraph 1, above, shall contribute to the cost of coverage by payroll deduction in the amount of \$200 annually for single coverage or \$400 annually for any other type coverage. Employees referenced in paragraph 2, above, shall contribute to the cost of employee only coverage by payroll deduction in the amount of \$200 annually for single coverage. Such contribution shall be in addition to voluntary payment of premiums in order to receive dependent health benefits coverage or coverage in the Traditional Plan for employees who are entitled to employee only coverage during the employee's first three years of service.
4. Effective July 1, 2007, employees who choose to enroll in the Horizon PPO plan shall contribute by payroll deduction \$200 annually for single coverage or \$400 annually for any other type of coverage to the cost of the PPO plan. Effective October 1, 2006, the co-payment for each office visit under the PPO plan shall be \$15.00.
5. An IRS Section 125 plan shall be maintained by the Board to permit payment of premiums and contributions to flexible spending accounts on a pre-tax basis.
6. The surgical schedule shall be the same as the surgical schedule of the State Health Benefits Plan.
7. The Major Medical annual deductible shall be \$200 per individual and \$400 per family. To satisfy the family deductible, one individual deductible must be met. The balance of the family deductible can be met by any or all of the remaining family members. The Major Medical annual out-of-pocket maximum (excluding deductible) is \$800 per individual and \$1600 per family. To satisfy the family out-of-pocket maximum, two individual out-of-pocket maximums must be met. Once the annual out-of-pocket maximum is reached, eligible expenses will be reimbursed at 100% of reasonable and customary.
8. The procedure for pre-certification of in-patient hospitalization shall continue in effect.

9. The traditional indemnity health benefits plan shall remain the basic plan provided by the Board. All employees who receive health benefits shall have the option of electing coverage under the PPO plan offered by Horizon. In the event that 51% of the eligible employees with three or more years of service enroll in the PPO plan, the PPO plan shall become the basic plan and the Traditional Plan shall become the employee option, with the difference in cost the responsibility of the employee.
10. Coverage for mental health care shall be in accordance with the New Jersey Mental Health Parity Act and the Federal Mental Health Parity Act.
11. Employees shall have the option of joining any alternative medical plan offered by the Board. If an employee chooses a plan other than the base plan offered as outlined in paragraph A.1 above, the Board contribution shall be for no more than the eligible cost of the base plan.
12. The Board will pay the full cost of all insurance benefits as described in Sections A, B, C and D of this Article for any employee who retires under a state administered retirement system after twenty-five (25) years of service in Woodbridge, Board payment of said insurance benefits shall be made only from the age of 55 until the age of 65 of the retiree, at which time s/he will have the right to maintain the same insurance coverage at her/his expense. Anyone who is retired with less than twenty-five (25) years of service and more than twenty (20) years of service and receiving this benefit shall continue to receive this benefit.
13. Retirees, including deferred retirees, may continue to participate in the group health insurance plan in the event that their age at retirement is at least fifty (50) years and their length of service to the district is at least ten (10) years. Participation shall be upon payment of premiums by the retiree, except as set forth in section A.9 12 above.
14. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse. In the event, however, the surviving spouse shall remarry, no additional coverage shall be purchasable by the spouse. For example, if, upon the death of an employee or retiree the surviving spouse continues to be covered under a family coverage plan, that spouse may not purchase additional family coverage under any circumstances.
15. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this Article. This shall not, however, restrict modifications to contract benefits which are mandated by state or federal law. Any compliance with the requirements of state or federal law shall be implemented immediately without the necessity of negotiations between the parties.

B. Dental Plan

1. The Board will provide usual, customary and reasonable dental fees as per classification for the individual employee and dependents.
2. There shall be a one hundred (\$100.00) dollars individual, two hundred (\$200.00) dollars family annual deductible on coverage of all basic and major restorative dental procedures. There shall be a maximum annual limit on dental coverage of one thousand five hundred (\$1500.00) dollars per person. There shall be a maximum lifetime orthodontic benefit of one thousand (\$1000) dollars.
3. Dental coverage provided by non-network providers shall be limited to the usual and customary charges, calculated by the carrier's prevailing 90th percentile.

C. Prescription Plan (New Language not yet finalized.)

1. The Board will provide a prescription plan for all employees and their dependents, as limited by paragraph A, above.
2. Until September 30, 2006, the co-payment for over the counter brand name prescription drugs shall be fourteen (\$14.00) dollars and the co-payment for over the counter generic prescription drugs shall be seven (\$7.00) dollars. The co-payment for mail order brand name prescription drugs shall be twenty (\$20.00) dollars, and the co-payment for mail order generic prescription drugs shall be ten (\$10.00) dollars. There shall be no major medical coverage for these co-payments. Retail prescriptions shall be limited to a 30 day supply; mail order maintenance prescription drugs will be limited to a 90 day supply.
3. Effective October 1, 2006, the co-payment for over the counter brand name prescription drugs shall be fifteen (\$15.00) dollars, and the co-payment for over the counter generic prescription drugs shall be eight (\$8.00) dollars. The co-payment for mail order brand name prescription drugs shall be twenty-one (\$21.00) dollars, and the co-payment for mail order generic prescription drugs shall be eleven (\$11.00) dollars. There shall be no major medical coverage for these co-payments. Retail prescriptions shall be limited to a 30 day supply; mail order maintenance prescription drugs will be limited to a 90 day supply.

D. Optical Plan (New Language being developed.)

The Board will provide employees with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 75% of the cost of the premium. However, effective July 1, 2007, there shall be no requirement of an employee contribution for family coverage, except as established in paragraph A, above. The plan shall provide an exam and lenses every calendar year. Frames are an eligible expense every other calendar year. Contact lenses are covered at the same frequency as lenses.

E. Employee Assistance Plan

The Board will provide an Employee Assistance Plan for all employees.

F. Information

The Board and the Association agree that they will jointly prevail upon the insurance carrier to provide complete brochures for all employees listing all insurance benefits provided under the terms of this Agreement.

G. Processing

Personal information regarding a physician's diagnosis, the nature of an employee's illness, etc., shall not be processed by Board employees, but shall be processed exclusively by the personnel of the insurance carrier. It shall be the employee's responsibility to obtain the verification of employment from the Board Secretary's office. All further processing of all claims and follow-up thereof will be the responsibility of the employee unless informational aid is requested.

H. Auto Insurance

The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties by the Non-Ownership portion of the Board's Fleet Auto Policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

I. Income Protection Insurance

The Board will provide payroll deduction for the Prudential Income Protection Insurance for all employees.

J. Insurance Waiver Option

Employees shall be offered the option of waiving all health insurance benefits as set forth in the Agreement. Any employee who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following conclusion of that school year in the amount of two thousand (\$2,000) dollars for the family plan or twelve hundred (\$1,200) dollars for the single plan. Once an employee makes an election to waive insurance coverage, s/he may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated. The Board shall insure that appropriate documents are in place to comply with IRS Section 125.

**ARTICLE XIV
SALARY PAYMENT PROCEDURES**

A. Credit Union

Arrangements shall be made to allow employees who so desire to have automatic payroll deductions of savings for a credit union. The W.T.C.S.A. will submit authorization cards for new employees, or for any employee who wishes to change deductions, to the payroll department of Board Secretary by September 30th.

B. Limitations

No monies shall be withheld from any employee's salary for any reason not specifically delineated elsewhere in this contract or in the state and/or federal statutes or order of court of competent jurisdiction.

C. Tax Sheltered Annuities

The Board will continue to make available the opportunity to have payroll deductions for a voluntary program of tax sheltered annuities for employees. The procedure for disbursement of monies so deducted to participating investment companies shall be established by agreement among the W.T.C.S.A., the Board and other parties as deemed necessary. Arrangement will be made for a limited increase in the number of participating investment companies.

D. Compensation Other Than Salary

1. All compensation other than regular salary shall be paid in the pay period following the pay period in which the compensation is earned or vouchered, whichever is later, unless otherwise provided for by this Agreement.
2. All compensation other than regular salary which exceeds one hundred (\$100.00) dollars in a given pay period shall be paid in a separate check.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

A. Separability

1. If any provision of the Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the W.T.C.S.A.
2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
3. In case of any direct conflict between the express provisions of this Agreement and any Board or Administrator's policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
4. All provisions in the present Agreement shall remain in full force and effect except as modified by Agreement.

B. No Reprisals

The W.T.C.S.A. and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the W.T.C.S.A., any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any Agreement or any other issue of representation. Any such reprisals or repercussions, shall be prohibited and both parties agree to enjoin their members, agents and employees to be bound by these provisions and use their best effort to ensure compliance.

C. Compliance Between Individual Contract and Master Agreement

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

D. Reproduction of the Contract

Copies of this Agreement shall be reproduced at the Board's expense. A copy of the Agreement, upon reproduction, shall be provided to each employee by the Board. Newly hired employees shall be provided with copies by the Board through the W.T.C.S.A.

E. Duration Period

This contract shall be effective July 1, 2006 and shall continue in effect through June 30, 2009.

PART TWO

**ARTICLE I
WORK YEAR**

A. Work Year

1. The work year for employees shall begin July 1st and end June 30th.
2. The following shall be paid holidays for employees:

LABOR DAY
COLUMBUS DAY
ELECTION DAY
VETERANS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
DECEMBER 24th
DECEMBER 25th
DECEMBER 31st
JANUARY 1st
MARTIN LUTHER KING'S BIRTHDAY
WASHINGTON'S BIRTHDAY
LINCOLN'S BIRTHDAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY

3. If a paid holiday falls on a Saturday or Sunday, employees shall not be required to work on the following Monday, unless school is in session, in which case employees shall be paid at one and one-half (1 ½) times their hourly rate or shall receive one (1) compensation day at the option of the employee.
4. Employees shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is not a work day, the employee shall be entitled to a floating holiday, but shall not be entitled to the benefit as set forth in Paragraph 3 above.
5. When there is an early dismissal on the school day before Labor Day or the Thanksgiving or Christmas recess, employees shall have a work shift of five (5) hours.
6. When school is adjourned to adjust for unused snow days, employees shall not be required to report to work.

B. Hours

1. Hours shall be as follows:

Elementary School:	7:30 a.m. to 4:30 p.m.
Middle School:	6:30 a.m. to 3:30 p.m.
High School:	6:00 a.m. to 3:00 p.m.
Building 2 & 16:	7:30 a.m. to 4:30 p.m.
Administration Building:	7:00 a.m. to 4:00 p.m.

2. Summer hours shall be as follows:
 Elementary, Middle and High Schools
 and Building 2 & 16: 7:00 a.m. to 3:30 p.m.
 Administration Building: 7:00 a.m. to 4:00 p.m.
3. Nothing shall limit the right of the Board to modify the hours, either on a district-wide or individual building basis, to achieve management objectives including coverage.

C. Vacations

1. Vacation entitlement shall be determined by a common anniversary date of July 1st.
2. Employees with less than five (5) years of service in Woodbridge shall be granted ten (10) work days vacation per year with pay; employees in their first year of service shall have such vacation time prorated according to their amount of service time.
3. Employees shall be granted three (3) weeks vacation after five (5) years service in Woodbridge.
4. Employees reaching their 11th anniversary date (July 1st) shall be eligible for three (3) weeks plus one (1) day's vacation. For each successive anniversary date from the 11th to the 15th, the employee shall be entitled to one (1) additional day's vacation for each year worked, so that on the 15th anniversary date of July 1st, the employee shall be entitled to a maximum vacation of four (4) weeks.
5. 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, 1985.

DATE OF ENTITLEMENT	NO. OF VACATION DAYS
7/1/85	8 prorated days
7/1/86	2 weeks
7/1/87	2 weeks
7/1/88	2 weeks
7/1/89	3 weeks
7/1/90	3 weeks
7/1/91	3 weeks
7/1/92	3 weeks
7/1/93	3 weeks
7/1/94	3 weeks
7/1/95	3 weeks + one day
7/1/96	3 weeks + two days
7/1/97	3 weeks + three days
7/1/98	3 weeks + four days
7/1/99	4 weeks

6. Vacation entitlement shall be based upon total service in Woodbridge.
7. Employees reaching their 20th anniversary date July 1st, shall be eligible for five (5) weeks vacation.

D. Other Vacation Provisions

1. Vacation schedules shall be submitted through the building administrator to the Supervisor of Buildings and Grounds for approval.
2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
3. In case of lay-off, discharge or retirement from employment, employees with at least six (6) months service shall be given prorated vacation pay.
4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional work day.

**ARTICLE II
WORK SCHEDULE**

A. Employee's Work Day

1. Each work shift shall include a lunch period to be scheduled, whenever possible, in the middle of that shift.
2. Employees shall have two (2) work breaks of ten (10) minutes each.
3. All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available. Clean-up time must be spent in the work facility.
4. Each employee is to sign time-in and time-out at the designated time log in the principal's office or at the particular work site.
5. When students are dismissed early due to excessive heat, custodial supervisors shall be excused one hour after student dismissal time.

B. Overtime

1. The Board and the W.T.C.S.A. recognize that, as supervisory personnel, custodial supervisors perform supervisory duties during hours which are in addition to and either prior to or after their regular hours. The Board may require custodial supervisors to work overtime in emergency situations; any overtime worked in such situations shall be paid at the appropriate overtime rate. Custodial supervisors who work overtime during non-emergency situations, without being required to do so by the Board, shall not be entitled to overtime pay unless the Business Administrator/Board Secretary, in the exercise of his sole discretion, determines that overtime compensation shall be paid.
2. However, the Board will not require custodial supervisors to perform duties which would otherwise be performed by non-supervisory janitorial staff, except in an emergency and only to such extent as is necessary until the Board is able to secure performance of those duties by non-supervisory janitorial staff members, whether regularly employed or employed as substitute janitors.

3. A custodial supervisor will share overtime opportunities with custodians in the building to which the custodial supervisor is assigned if no custodian opts to work the overtime.
4. **Building Checks**

Employees shall do building checks on Sundays and holidays from October 15 to April 15. Employees shall be compensated for each building check at the rate of seventy five (\$75) dollars per day which must be completed by noon. A call-in is required by noon to a designated number to report the completion of said check. Each building check shall be thorough and comply with the building checklist approved by the Business Administrator/Board Secretary. Up to four times, a custodial supervisor may have another custodial supervisor substitute for him or her in the performance of his or her building check. The custodial supervisor who actually performs a particular building check will be paid seventy five (\$75) dollars for the building check, as provided above.
5. In the event that a full-time custodian assigned to an elementary school is absent, the supervising custodian shall have the right to work up to three (3) hours of overtime to clean up and secure the building. In the event that two full-time custodians (a minimum of one (1) night shift person and one (1) day shift person) assigned to a secondary school are absent, the supervising custodian shall have the right to work up to three (3) hours of overtime to clean up and secure the building. The supervising custodian is not entitled to the assignment of any additional custodian to complete these tasks.

ARTICLE III EMPLOYMENT PROCEDURES

A. Tenure

1. Any custodial supervisor who shall have first attained tenure in the district as a janitor shall be eligible to obtain tenure within the W.T.C.S.A. as a custodial supervisor upon the completion of two (2) years continuous, uninterrupted employment within the district in the position of custodial supervisor.
2. In the event of a Reduction in Force (RIF) within the ranks of the W.T.C.S.A., any custodial supervisor who shall previously have attained tenure in the position of janitor shall be entitled to “bump” into the position of janitor based upon his/her seniority (date of hire) within the ranks of janitors employed within the district.
3. Any custodial supervisor who has not attained tenure in the position of janitor prior to his/her employment within the district as a custodial supervisor shall only be eligible for tenure as a custodial supervisor. Service as a custodial supervisor shall not accrue toward service required to obtain tenure within the district in the position of janitor.

B. Resignation

1. Earned vacation shall be paid according to the proportion of full months worked to the total contract.
2. For example, an employee eligible for fifteen (15) days of vacation who resigns after six (6) months of employment shall receive 6 /12ths of 15 days or 7 ½ days.

C. Notification of Contract and Salary

All employees shall be notified of their contract and salary status for the ensuing year no later than June 15th for the following school year.

D. Transportation

1. Employees shall not be required to drive students or to use their personal automobile for Board business. Employees shall be compensated for mileage for any voluntary, authorized use of their automobile at the rate of thirty one (31) cents per mile.
2. The Board shall cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties by the non-ownership portion of the Board's Fleet Auto Policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

E. Hazardous Jobs

The Board will pay for all medical examinations for employees who are required to take such examination due to health hazards, on approval of the Board Secretary.

F. Reporting For Work

1. Employees shall call the Supervisor of Building and Grounds one hour prior to the start of the work day in the event that they are unavailable for work, or as soon as possible in the event of an emergency.
2. If an employee has notified his/her supervisor of the number of days he/she expects to be out for illness, that employee will not have to call in daily thereafter during the course of that illness.

G. Maintenance Work

Employees agree to do minor maintenance work.

**ARTICLE IV
SENIORITY**

A. Definitions

The term seniority shall mean an employee's length of continuous service with the employer since his/her date of hire. However, seniority as a custodial supervisor shall be limited to service as a custodial supervisor.

B. Seniority List

A seniority list showing the continuous service of each employee will be available to the W.T.C.S.A. upon request.

C. Lay-Off

If it becomes necessary to lay-off employees for reason of reduction in force, tenured custodial supervisors shall be laid off in the reverse order of their seniority. Non-tenured custodial supervisors shall be subject to lay-off at the sole discretion of the Board.

D. Recall

Custodial supervisors shall be recalled from lay-off according to their seniority as custodial supervisors. Non-tenured custodial supervisors shall have no recall rights.

E. Reduction in Force

In the event of a Reduction in Force (RIF) within the ranks of the W.T.C.S.A. any custodial supervisor who shall previously have attained tenure in the position of janitor shall be entitled to “bump” into a position of janitor, based upon his/her seniority (date of hire) within the ranks of janitors employed within the district.

**ARTICLE V
SALARIES**

A. Salary Schedules

Salaries, as set forth in the Salary Schedule which is attached hereto and made a part thereof, shall be in effect for the period July 1, 2006 to June 30, 2009.

B. Maximum Step

Employees reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive a salary increase of six hundred (\$600.00) dollars. Employees reaching the twenty-second (22nd) anniversary date of service in Woodbridge shall receive an additional salary increase of six hundred (\$600.00) dollars, for a total of twelve hundred (\$1,200.00) dollars, which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the employee’s regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement, and shall not be construed as “one-time only payments.”

C. Bonus For Perfect Attendance

Employees achieving perfect attendance in any school year shall be compensated at \$450. “Perfect attendance” shall be defined as no use of sick or personal days. Employees who commence working for the Board after June 30, 2003 shall not be entitled to this benefit.

D. One-Time Payment

Employees who have completed ten (10) years of service as a head janitor or a supervising custodian will be entitled to a one-time payment of one-thousand (\$1,000) dollars, payable on or about July 15 following their tenth anniversary.

**ARTICLE VI
EVALUATION AND SUPERVISION**

A. Annual Reports

All employees shall be evaluated on prescribed forms at least once by June 1st of each school year. A meeting of each employee and his/her immediate supervisor to discuss the evaluation shall be held prior to submission of the evaluation to the Superintendent. If the employee is dissatisfied with the result of this conference, he/she shall be provided the opportunity for another conference accompanied by an W.T.C.S.A. officer, if he/she so desires. The employee must advise the Administration in writing of his/her desire for this second conference within five (5) days of the original conference.

B. Rebuttal

An employee has the right to attach his/her comments to the evaluation at any time.

**ARTICLE VII
UNIFORMS**

A. Uniforms

1. The Board will provide employees with three (3) uniform pants per year and five (5) collared three (3) button shirts each year with white lettering embroidered "Supervisor Custodian – [NAME]" Pants and shirts shall be navy blue in color.
2. Employees will be provided with a navy blue, winter water repellent hooded jacket every other year.

B. Requirements

1. All employees are required to wear the uniforms provided by the Board at all times when on duty.
2. An employee reporting for work out of uniform shall report to the immediate supervisor and explain the reason for being out of uniform.
3. In the event this occurs more than once and following discussion of the matter with the Supervisor of Buildings and Grounds, an out-of-uniform employee shall be sent home to change into uniform. The time away from work shall be unpaid.
4. The Board shall provide identification badges for all employees who shall be required to wear them during all work hours.

**ARTICLE VIII
MISCELLANEOUS**

A. Physical Examinations

1. The Board may from time to time require any or all employees to submit to a physical examination. The examination shall be given by a physician appointed by the Board and the cost of such examination shall be borne by the Board. At the option of the employee, the examination may be given by the employee's personal physician. In such event, however, the cost shall be borne by the employee.
2. All employees new to the District shall be required to submit to a physical examination and submit to chest x-ray before they may begin employment, the cost of such examination and chest x-ray, if applicable, shall be borne by the employee. An additional examination may be required for promotional appointment.
3. If the Board provides the opportunity, employees may receive flu shots at the expense of the Board.

B. Maintenance of Skills

All personnel shall be expected to maintain a satisfactory level of the skills required by their job.

C. Continuing Education

Employees may take any Woodbridge Township School District continuing education course without charge, providing course tuition is a charge of the Board and not an outside contractor. However, the prevailing registration fee per course may be charged to employees. The fee will be forfeited if the employee does not participate in a course for which he/she has registered. This language shall not obligate the Board to incur any expenses or costs as a result of courses taken by employees.

D. Black Seal License

A one-time payment of \$50 will be made to each employee who has a Black Seal License. Employees will be reimbursed the cost of the renewal of the Black Seal License.

E. Revising Custodians' Schedules

The Supervising Custodians shall have the privilege of calling-in their night shift custodians early in order to address special events, personnel shortages, and/or emergent situations at their respective schools, but must have prior approval from the Business Administrator/Board Secretary or his designee.

SALARY SCHEDULE

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Elementary	\$46,426	\$47,935	\$49,613
Middle School Admin. Building School #28	\$49,798	\$51,417	\$53,216
High School Building #2 and #16	\$52,047	\$53,739	\$55,619

STARTING RATES

Any Custodial Supervisor hired from out-of-district shall be paid according to the following schedule:

First Year: 70% of the salary in effect during his/her year of hire.

Second Year: 80% of the salary in effect during his/her second year of employment.

Third Year: 90% of the salary in effect during his/her third year of employment.

**SUPERVISING CUSTODIANS
ASSOCIATION**

_____ Date _____
John K. Dutcher
President

WOODBRIIDGE TOWNSHIP BOARD OF EDUCATION

By: _____ Date _____
Lewis C. Huber
President

ATTEST:

By: _____ Date _____
Dennis DeMarino
Business Administrator/Board Secretary

#2830008