

Between

the Willingboro Board of Education

and

The Willingboro Education Association

for the school years 2011 to 2014

#### AGREEMENT

# BETWEEN

THE

# WILLINGBORO TOWNSHIP BOARD OF EDUCATION

AND

THE

WILLINGBORO EDUCATION ASSOCIATION

FOR THE SCHOOL YEARS

July 1, 2011 TO June 30, 2014

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#### PREAMBLE

In compliance with, and pursuant to the provisions of the existing laws of the State of New Jersey, this Agreement is made and executed this **i**() day of **December**, 2012, between the Board of Education of Willingboro Township, Burlington County, New Jersey (hereinafter referred to as the "Board") and the Willingboro Education Association (hereinafter referred to as the "Association").

#### <u>ARTICLE I</u>

#### RECOGNITION

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Willingboro Township Board of Education hereby recognizes the Willingboro Education Association as the exclusive representative of the personnel hereinafter listed for the purpose of collective negotiations concerning terms and conditions of employment:
- Certificated teachers, reading specialists, nurses, head nurse, librarians, counselors, social workers, speech therapists, learning disability teacher-consultants, psychologists, Payroll Systems Administrator, T.V. Program Director, T.V. Specialist, TV Specialist/Technician, certificated T.V. professional personnel, non-supervisory professional personnel in the summer credit make-up session and summer curriculum projects, and non-supervisory professional personnel in the Saturday/Sunday suspension program; Assistant Aerospace position, Research Assistant, RePro Printer, In-School Suspension Teacher, Public Information Clerk, Registrar, Senior Aerospace Instructor, and Athletic Trainer but excluding Supervisors of Instruction (plus those in Child Study and Special Education), Guidance Directors, Athletic Director, Music Coordinator, Reading Supervisor, and Director of Vocational Education.
- 2. Secretaries, clerks, administrative clerk-typists, clerk-typists, half-time clerk typists, accounts payable clerks, accounts receivable clerks, payroll clerks, payroll administrator, graphic arts personnel, Sub-Caller position, Educational Interpreter, TV Technician, Facilities Coordinator, Registrar and Assistant Payroll/Pensions Systems Administrator; but excluding administrative secretary to the Superintendent, administrative clerk-typist to the Superintendent, administrative secretary to the Business

Administrator, administrative clerk typist to the Business Administrator, confidential clerk-typist to the Board Secretary, Assistant to Business Administrator/Board Secretary, administrative secretary to the Assistant Superintendent, administrative secretary to the Accountant, Personnel Systems/Office Coordinator to Executive Director of Human Resources, and administrative clerk-typists in the Office of Human Resources.

- 3. All building, grounds, and maintenance, custodians and custodial assistants; transportation maintenance and mechanics; warehousemen; aides; security officers; special education teacher assistants; maintenance electrician, boiler engineer, guidance assistant, licensed plumbers and elementary lead custodian.
- 4. The term "employee" as used in this Agreement shall apply to all workers engaged in jobs but excluding employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively to recommend such action. Reference to employees of one gender in this Agreement shall apply to employees of both genders.
- 5. Any positions equivalent to the above titles included in the unit which, after the execution hereof of this contract, may be created by the Board.
- B. Unless the context otherwise requires, the term "teacher" when used in this Agreement shall refer to all certificated employees in this unit listed in Section A, Subsection 1 above, and the term "secretary" when used in this Agreement shall refer to all personnel in this unit listed in Section A, Subsection 2 above. The term "support staff" shall refer to all personnel in the unit listed in Section A, Subsection 3 above. Unless the context otherwise requires, the term "employee" when used in this Agreement shall refer to all personnel teachers, secretaries and support staff as described in Section A above.

# ARTICLE II STATEMENT OF EMPLOYEE-ADMINISTRATOR -BOARD OF EDUCATION RELATIONSHIP

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law. The right to determine the size of the work force at any given level of activity, including all types and classifications, is a recognized Board right.
- B. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolution) of authority so to act.
- C. The Board and the Association, as parties to this Agreement, accept the provisions of the same as commitments which they will each, cooperatively and in good faith, honor, support, and fulfill.
- D. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as either may have under the existing laws of the United States or of the State of New Jersey.

# ARTICLE III NEGOTIATION PROCEDURE

- A. The parties agree to commence negotiations with respect to a successor agreement in accordance with the then prevailing law of the State of New Jersey.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The Association understands that any agreement reached is tentative until ratified by a majority of the Board at a public meeting and likewise the Board of Education understands

that any agreement reached is tentative until ratified by the WEA under its constitution and by-laws.

- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.
- F. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.
- G. The Board agrees that, during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization than the Association.
- H. The parties hereto agree that either shall have the right to initiate negotiations for a successor agreement by notifying the other in writing of its desire to do so in accordance with the then prevailing law or administrative regulations of the Public Employment Relations Commission.

# ARTICLE IV EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123 P.L. 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123 P.L. 1974, or any other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of their membership in the Association and its affiliates, their participation in any lawful activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. This section shall not apply to the withholding of any increment, the non-renewal of any non-tenured teacher or any proceeding brought subject to the Tenured Employees Hearing Act.
- C. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in this office, position or employment or the salary or increments pertaining thereto, then said employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Willingboro Education Association present to advise and represent them during such meeting or interview. In the event that the Superintendent directs any employee to meet with the Superintendent for the purpose of discussing said employee's continuation in their office, position or employment, or a reduction in salary or salary increments, said employee shall be entitled to receive prior written notice of the reason for the meeting and shall be entitled to have a representative of the Association present to advise and represent

the employee during said meeting. At an employee's request, said employee will have the assistance of the Association at any other conference which could adversely affect the continuation of that employee in his or her office, position or employment or the salary or other increments pertaining thereto.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

### ARTICLE V GRIEVANCE PROCEDURE

#### A. Definitions

- The term "grievance" means a claim that there has been:
  - a violation;

an erroneous application; or

an erroneous interpretation of this contract or of any administration decision or Board policy affecting employees.

The term "grievant" means the person or persons making the claim.

# B. General Provisions

- 1. A grievance may be initiated:
  - a. By an aggrieved employee; or
- b. By a group of aggrieved employees or by the Association as the representative of a group of employees whose respective complaints all present essentially the same question.
- 2. The parties agree that in presenting his grievance, the grievant shall be assured freedom from coercion.

Journal of the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

#### C. Levels and Limits

- There shall be three levels:
  - a. The level of the principal or immediate superior involved;
  - b. The level of the Superintendent;
- c. Arbitration, final and binding, conducted under the rules of the American Arbitration Association.
- 2. A grievance brought by an employee shall be initiated at the level of the principal or immediate supervisor.

Unless the initial submission is made no later than sixty (60) calendar days after the challenged event or after the time the employee should have known of the grievance, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint. However, if the sixty (60) calendar day limitation shall expire during the summer months after the school year, then the sixty (60) calendar days will be extended to ninety (90) calendar days.

- 3. The first level in any situation is recognized as the point where, ideally, a resolution consistent with the contract should be reached. Toward that end, the procedure there followed shall be informal and the individual grievant may elect to make his or her own presentation. The conference shall not be conducted, however, unless an appropriate representative of the Association has been accorded an adequate opportunity to be present.
- 4. If no mutually satisfactory decision is received within ten (10) calendar days after the completion of the presentation made at the level of principal or immediate supervisor, then, within ten (10) calendar days thereafter, a

written statement of the grievance shall be delivered either manually or by ordinary mail to the office of the Superintendent, who shall have fifteen (15) additional calendar days, measured from the date of such delivery, to provide a written response. In that interim, the appropriate representative or representatives of the Association shall confer with the Superintendent or with the Superintendent's designee in an effort to affect a voluntary settlement.

The written statement required by this subsection shall contain:

- a. The identity of the grievant or grievants;
- b. A general description of the grievance;
- c. The nature of the relief sought;
- d. The signature of the grievant or grievants except where the foregoing Section B.1(b) is applicable;
  - e. The date of initial presentation at the first level;
- f. The name and title of the individual to whom, at the first level, the presentation was made.
- 5. If the complaint is presented by the Association, as a representative of a group of grievants who are employed in different schools, then the initial presentation shall be made at the level of the Superintendent, rather than at the level of either principal or immediate supervisor involved.
- 6. If the grievant is not satisfied with the Superintendent's decision, or if the Superintendent has made no response within the time provided above, then the grievance may, at the election of either party hereto, be submitted to final and binding arbitration. Within ten (10) calendar days after the notice of arbitration is submitted, the parties shall attempt to agree upon a mutually acceptable arbitrator. If no agreement is reached within that time, the arbitration shall be submitted to the American Arbitration Association for the arbitration to be conducted under the applicable rules of the American Arbitration Association, provided that the party wishing to submit the same to arbitration files a written demand therefor with the American Arbitration Association and serves a copy of the same upon the other

party within thirty (30) calendar days after the date on which the Superintendent has replied, or was required to have replied if no reply was submitted.

7. The decision of the arbitrator shall be final and binding upon the parties hereto, except that the provisions of this paragraph shall not be applicable to any dispute concerning the hiring or firing of any secretary. The costs for the services of the arbitrator and the administrative costs of the American Arbitration Association shall be divided equally between the parties. The arbitrator shall be wholly without authority to add to, delete from, or modify the provisions of this Agreement in making the decision and rendering the award.

#### D. Miscellaneous

- 1. The failure to answer a grievance within the applicable limit of time shall entitle the grievant to proceed in accordance with these rules, to the next level.
- 2. The failure to appeal any decision upon the grievance, in accordance with these rules, to the next level shall constitute acceptance of the answer not appealed, and such answer shall be deemed a final determination of the grievance.
- 3. The discharge of non-tenured employees shall under no circumstances be a grievable subject under this Article.
- 4. No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 5. All specified time limits in this grievance procedure may be extended by mutual agreement in writing.

## ARTICLE VI ASSOCIATION RIGHTS

- A. The Board will make available to the Association in response to reasonable requests from time to time available public information concerning the financial resources of the District, including annual financial reports and audits, published directory of personnel, agendas and minutes of all public meetings of the Board, census data, names and addresses of all employees in this unit, and all other public information which may be necessary for evaluation of grievances or complaints and for intelligent negotiations.
- B. Whenever any representative of the Association or any employee in the bargaining unit is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use the school buildings at reasonable hours:
  - 1. for meetings;
- 2. for conferences with individual employees about grievances or about potential grievances;
- 3. For building meetings not less than then (10) minutes after the students leave provided that such meetings do not interfere with any school program and provided that notice in writing be given to the building principal two (2) school days in advance.

Such meetings and conferences shall be held with the prior approval of the building principal, which approval shall not be unreasonably withheld.

D. The Association shall have in each school building the exclusive use of a bulletin board in each staff lounge and staff dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

- E. The Association shall have the right to make reasonable use of school mailboxes to communicate with its membership.
- For every employee position included within the unit and for every position supervisory to employees of the unit, the Board will prepare separate, written job descriptions and provide the Association with a copy of the same. Said job descriptions shall contain the title of the job and a statement of the functions and responsibilities of the incumbent.
- G. 1. For secretaries and support staff, a representative designated by the Association shall be granted release time, upon request, not to exceed two (2) hours in any given week, to perform the functions as Association representative in the fulfillment of this Agreement. The Association shall advise the Director of Human Resources of the Board in writing with regard to the name of the representative so designated.
- 2. For teachers, the person designated by the Association to serve as its grievance chairperson shall be released from his or her duty period in order to conduct Association business relating to grievances or potential grievances.
- H. The WEA President shall be released from his/her duty period, if a secondary teacher or, if any elementary teacher, when the students leave for the day. In the event that a non-certified member is president, he/she shall be granted thirty (30) minutes release time during the work day to conduct Association business.

# ARTICLE VII HOURS OF WORK AND OVERTIME ALL EMPLOYEES

#### A. Teachers' Work Hours and Overtime

1. The Board and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements.

- 2. The length of the regular work day shall be seven (7) hours for pre-kindergarten through 6<sup>th</sup> grade (Pre-K through 6<sup>th</sup> grade) and seven and one-quarter (7-1/4 hours) for all other teachers. Teachers shall not be required to report earlier than fifteen (15) minutes before the start of the school day.
- 3. Any increase in workload of employees and/or work hours shall be negotiated with respect to the compensation upon demand by the Association.

#### 4. Lunch Period

- a. All teachers in the elementary schools shall have a 45 minute duty-free lunch period effective July 1, 2004. Secondary school teachers shall have a duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformance with State law.
- b. The assignment of secondary school teachers to lunch duty during student lunch periods shall be made on an equalized basis among staff members in each secondary school facility.

### 5. Preparation-Conference Period

- a. All teachers in the secondary schools shall, in addition to their lunch period, have conference-preparation time equivalent to the time that one class meets with the teacher during a week (approximately 200 minutes), or approximately one-fifth of the five teaching periods as stated in Article VII, Section A.6, or approximately 200 minutes per week; provided, however, that no such teacher would be without a preparation-conference period on more than one day within any five day work week.
- b. All teachers in the elementary schools shall, in addition to their duty-free lunch periods, have preparation-conference time of forty (40) minutes (approximately 200 minutes in a five-day workweek) during the period of time that their classes are being conducted by the art, music and physical education, computer, special area teachers and the library period. (Add 2 additional prep periods total would be 5.)

- c. Art, music and physical education teachers in the elementary school shall have a preparation and conference period of ten minutes immediately after reporting for duty but prior to the start of the instructional program.
- d. Effective July 1, 2007, any unit member who is required to cover an additional class and as a result loses their preparation or duty period, will be compensated at the rate of \$27.00 for each period.

#### 6 Number of Teaching Periods

In addition to homeroom duty, secondary school teachers shall not be assigned to more than five (5) teaching periods per day.

Where administratively possible, secondary school teachers shall not be scheduled for more than three (3) consecutive periods.

Compensation for the 6th additional assigned class beyond 5 will be as follows:

\$48.00 for 2011/2014.

# 7. After School Meetings

- a. Building staff meetings may be called at the discretion of the building principal. These meetings are to be held during the regular teachers' day. There may be 12 meetings per year which may extend beyond the regular teachers' day, but not to exceed one (1) hour beyond the student dismissal time.
- b. Attendance at meetings such as PTA activities shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teachers' professional responsibility.
- c. Notwithstanding the preceding paragraph b, attendance at back to school night shall be mandatory. Exceptions will only be granted due to emergent circumstances with the approval of the Superintendent. Compensation for any increased work time resulting from employees attending additional back to school nights shall be negotiated with the Willingboro Education Association.

The teachers in a given school attending back to school night shall be permitted to leave at the student dismissal time on the day of back to school night in that school.

- d. One (1) fall evening conference and one (1) spring evening conference will be held in all schools. The teachers in a given school attending back to school night shall be permitted to leave 15 minutes after student dismissal time on the day of these evening conferences in that school. These evening conferences shall not be scheduled the day before a holiday. The evening conferences shall be completed no later than 9:00 p.m. and shall be no longer than two (2) hours in duration. The Board shall provide appropriate security at the evening conferences. Specialists shall attend evening conferences at their home-based schools.
- e. Where there are exceptional demands upon a particular teacher for time over and beyond the regular work day as hereinbefore set forth, the Superintendent or the Superintendent's designee may work out with the individual concerned an agreement for compensatory time off or adequate compensation. The individual involved may be represented by the Association in any discussions hereunder with the Superintendent or a Board-appointed designee.

#### B. Department Chairpersons

- Department Chairpersons shall have an assigned workload of four (4) classes with no homeroom assignment. During the homeroom period, they may be assigned a duty.
- 2. Department Chairpersons shall be required to work two (2) days in addition to the work year established for all ten-month teachers with determination of the specific two days at the discretion of the Superintendent.
- 3. Department Chairpersons shall have a right of declination regarding class coverage assignments. If they choose to accept such an assignment, they shall be compensated at the rates set forth elsewhere in this Agreement.

#### C. Secretaries' Work Hours and Overtime

All full time secretarial and clerical personnel shall work eight hours per day, inclusive of a one hour lunch period. All approved work performed over 40 hours in a five day week shall be paid at the rate of time plus one-half.

- 2. All secretaries employed in a half-time position shall work four (4) hours per day with no lunch period provided by the District. The regular workweek for such personnel shall be 20 hours.
- 3. Reasonable hours encompassing the workday will be established by the building principal for all building personnel and by the Superintendent of Schools for all other personnel.
- 4. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular work hours or on days other than those in the regular workweek or regular work year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor. Overtime work shall be rounded to the nearest one-half hour. The time plus one-half rate when applicable shall be computed by dividing the annual salary by the number of weeks in the work year, dividing the result by the number of hours in the work week, and multiplying the latter result by one and one-half. At the option of the secretary, overtime may be taken as compensatory leave at such times as shall be approved by the secretary's immediate supervisor.
- 5. Secretaries shall be entitled to one uninterrupted rest period of fifteen minutes during the morning and one uninterrupted rest period of fifteen minutes during the afternoon at such time as shall be mutually agreed upon and at the discretion of their immediate supervisor.

## D. Hours of Work and Overtime - Support Staff

- 1. There shall be five (5) workday classifications within the bargaining unit, namely:
  - a. three (3) hours:
  - b. six (6) hours:
  - c. seven (7) hours:
  - d. eight (8) hours.

New hires may be employed in three (3) hour positions to replace openings in four (4) hour or more positions. Present employees are grand fathered in positions held as of July 1, 1982.

Each employee whose workday exceeds four (4) hours shall receive a one-half (1/2) hour lunch period upon the completion of his first four (4) hours of

work. (Lunch periods not paid for by the Board). Employees may leave the school premises for their lunch period provided that they clock out and clock in.

- 3. Each employee shall be entitled to a fifteen (15) minute break after the first two (2) hours of work. Those employees whose workday exceeds four (4) hours shall be entitled to a second fifteen (15) minute break after the completion of one-half (1/2) of their regular workday.
- 4. Upon reporting to and leaving their respective jobs, all employees in the unit shall be required to clock in and clock out through the use of an automatic time clock device.
- 5. With respect to those employees whose regular workday consists of eight (8) hours the following provisions shall apply:
- a. Work Week: A normal work week shall consist of five (5) consecutive eight (8) hour days worked from Monday through Friday, except where off-standard work schedules exist; the normal week shall consist of five (5) consecutive days followed by two (2) days of rest.

A work schedule for custodians which will permit the scheduling of five (5) consecutive days which may include weekends provided that employees always have two consecutive days off. A bidding procedure for such work should be instituted with senior employees having preference to remain on the standard work schedule. In addition, the existing additional compensation adjustment for employees working the third shift of \$ .50 cents per hour should be applied to Saturday and Sunday work as a weekend differential.

- b. A Day and A Day's Work: A day shall be defined as a consecutive twenty-four (24) hour period beginning with the starting time of an employee's shift. Eight (8) continuous hours of work, interrupted by regularly scheduled lunch periods, shall constitute a day's work.
- c. <u>Standard Schedules</u>: The following are the standard schedules for the working hours of the various shifts. It is understood that the Board has the right to schedule shifts at other times as the needs of the district require. The Board will notify the Association Representative before such schedules go into effect:

First Shift (A) 7:00 AM - 3:30 PM
First Shift (B) 10:30 AM - 7 PM
Second Shift 3 PM - 11:30 PM
Third Shift 11 PM - 7:30 AM

#### 6. Overtime Work

- a. When the Board desires to schedule overtime (work for the seventh day of the work week for a unit in the department), qualified employees in the unit in the department will be scheduled in a continuous cycle by unit seniority in the department as required for the work, but they may be scheduled for a shift other than their normally assigned shift.
- b. An overtime turn is defined as four (4) or more overtime hours scheduled and/or worked in the first five (5) days of the workweek. Any overtime scheduled and/or worked on the seventh day of the employee's workweek shall constitute an overtime turn. Overtime distribution schedules shall be maintained for each classification. Declining to work or failure to work overtime when scheduled or working any overtime shall constitute a turn for an employee.
- c. The responsibility for the distribution of overtime rests with the Director of Plant Facilities and/or the employee's immediate supervisor.
- d. If any discrepancy occurs with respect to turns between shifts, the supervisor must be notified in writing within a reasonable time before the overtime is worked so that the supervisor may have time to change the schedule. If the overtime is worked before the error is detected, the Board's liability shall be limited to granting a make-up turn to the proper employee at the employee's convenience when partial overtime is scheduled. The parties also recognize the need in cases for exceptions to overtime schedule, which can exist only because of emergency or unavailable qualified personnel.

#### 7. Overtime Pay:

- a. Time and one-half shall be paid for all hours or parts of hours worked:
  - (1) In excess of eight (8) hours in any one work day;
- (2) In excess of forty (40) hours regular shift in any one workweek.
- (3) No employee shall be entitled to overtime unless that employee has worked a forty (40) hour regular shift in any one workweek in the week in which such overtime is scheduled.

b. No hours attributable to sick days, or days taken without pay shall be counted towards any overtime entitlement under this contract.

#### 8. Division of Overtime:

- a. The Board has the right to schedule overtime work. No employee shall be discriminated against or disciplined for failure to work overtime. Employees who indicate they will work overtime shall be expected to work as scheduled.
- b. On a shift, scheduled overtime work shall be divided as equally as practicable in a continuous cycle by unit seniority among qualified employees in the unit in a specific department. A qualified employee is one who can perform the full job requirements as normally performed in the job classification for which the overtime is scheduled. However, if employees are scheduled for overtime work for which they alone are qualified, they shall not participate in overtime turns in other work for which they are also qualified until other qualified employees have had an equal number of turns. Overtime shift work maybe scheduled for qualified employees in the unit in the specific department on their regularly assigned shift so long as the employees so scheduled are not more than two (2) turns ahead of other qualified employees on any other shift.

#### 9. Overtime Records

The Board will make available to the Association monthly records of all overtime worked by members of the unit on or before the 15<sup>th</sup> day of the following month.

- 10. Employees assigned as black seal operators shall do other work as assigned. The black seal assignment shall be a portion of their work during that assignment.
- E. To the extent practical and possible, there shall be an equalization and rotation of duties among three (3) hour aides to allow for both inside school duties and outside playground duties.

# WORK YEAR, VACATIONS AND HOLIDAYS ALL EMPLOYEES

## A. Teachers' Work Year and Vacations

- The work year of teachers holding ten month employment contracts covered by the classroom salary schedule shall begin not more than two days prior to the opening of school and terminate not more than two days after the last day of student attendance, but in no event total more than 185 scheduled work days. New and Alternate Route personnel will attend two additional orientation sessions prior to the opening of school in addition to the 185 days scheduled. This is for the first year of employment only.
- 2. Other teachers holding ten month employment contracts who receive extra compensation may be asked by the principal to work an additional number of days to assist in the opening and closing of school.
- 3. The work year of teachers holding twelve month employment contracts shall commence on July 1 and terminate on the succeeding June 30. Said teachers shall be entitled to twenty-three (23) working days vacation which shall be taken between the Monday following the close of school and one week prior to Labor Day of the following contract year, unless written permission is received from the Superintendent to take vacation days during some other period. Said teachers shall observe the same calendar observed by teachers who work ten months; i.e., they shall be entitled to observe as holidays the days which are so designated by the provisions of the school calendar.
- 4. With respect to teachers holding twelve-month employment contracts, vacation time as referred to above is earned during the fiscal year immediately preceding that in which it is taken. Any person who had been employed during the entire preceding fiscal year shall be entitled to vacation time set forth in Section A.3 of this Article. Any person who had been employed during only a portion of said preceding fiscal year shall be entitled to vacation time at the rate of one and one-half (1-1/2) days for each month of employment. Persons in the latter category whose employment begins after the first day of the calendar month or terminates prior to the last day of the calendar month shall be credited for a full month's employment for the purposes of computing vacation time, provided that they shall have been employed for fifteen working days during said month.

5. In the event that any teacher holding a twelve month employment contract is separated from service prior to June 30 of a given contract year by reason of his/her death or disability, that teacher shall be entitled to receive a cash payment for the monetary value of the current vacation standing to his/her credit at the rate of salary prevailing at the time of separation, but in this instance vacation credit shall be computed at the rate of 1.916 days for each month of employment. A person in this category shall be considered as having worked a full month for purposes of computing said vacation credit if she/he had been employed for fifteen working days during said calendar month.

### B. Secretaries' Work Year and Vacations

- 1. The work year for ten (10) month secretaries shall be September 1 through June 30, inclusive, notwithstanding the beginning and ending dates of the school calendar.
- 2. All secretaries who have been continuously employed as twelve-month employees since July 1, 1977 or before, shall be entitled to twenty-three (23) working days of paid vacation leave. All other twelve-month secretaries shall be entitled to paid vacation leave in accordance with the following schedule:

Upon Completion of	Vacation Leave
6 months - 1 year	5 working days
l year	10 working days
5 years	15 working days
7 years	23 working days

For the purpose of calculating vacation entitlement for twelve-month secretaries who have not been continuously employed as twelve-month secretaries since July 1, 1977, only employment periods as twelve month secretaries shall be counted towards years of service completed. However, if such a secretary has more than one period of service as a twelve month secretary, all periods of service as a twelve month secretary may be added together to determine the number of years of twelve month service completed for purposes of the above vacation leave schedule

3. Vacation leave for twelve-month secretaries is calculated on the basis of a July 1 to June 30 work year and is earned in the year preceding that in which it is taken. Such vacation leave is to be taken between July 1 and August 15 unless otherwise approved by the Superintendent. Vacation leave must be used or it will be deemed to have been waived; it cannot be accumulated from year to year.

- 4. Secretaries employed in twelve-month contractual positions but who are employed subsequent to July 1 of any given school year shall receive paid vacation leave as of June 30 of such school year at the rate of one day for every 60 working days.
- 5. Secretaries shall not be required to report for work on days on which the schools are closed due to weather conditions. On days when schools are closed early due to inclement weather, secretaries may be released early as determined by their principal.
- 6. When a secretary moves from a position which was a ten (10) month position to a twelve (12) month position, all continuous employment in the ten (10) month position shall be counted, on a month-for-month basis, for advancement on the previous vacation schedule, Article VIII.B.2.

Vacations shall not be earned and usable until the employee has actually thereafter served in the twelve (12) month position for one year.

#### 7. Holidays

All ten and twelve month secretaries shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Willingboro Township School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrative body of the said District. A secretary must actually work his/her regularly scheduled work day just preceding and just following a holiday, or be on paid leave of absence on such day or days, to receive pay for the holiday.

# C. Support Staff Holidays and Vacations and Work Year

1. The following days shall be designated as paid holidays during the term hereof, subject to the terms and conditions otherwise set forth in this Article:

The day before New Year's Day; New Year's Day: Martin Luther King, Jr.'s Birthday; President's Day: Good Friday; Memorial Day; Independence Day: Labor Day: Veterans' Day (if schools are closed); Thanksgiving Day; the Day after Thanksgiving; Christmas Day; Either the day before or the day after Christmas (depending on school closing calendar) One additional holiday will be agreed upon by the parties as an additional floating holiday.

- 2. The aforementioned paid holidays shall be available for all members of the unit who are employed on a twelve (12) month basis.
- 3. Ten (10) month employees who work the school calendar shall be entitled to paid leave on only three (3) of the holidays listed in paragraph 1 herein, namely Thanksgiving Day, Christmas Day and Martin Luther King Jr.'s Birthday.
- A holiday shall be considered generally as starting at 7:00 A.M. of the holiday, or the day when the holiday is observed. Holidays which fall on Saturday shall be celebrated on the preceding Friday, provided that schools are closed on that day. Holidays that fall on Sunday will be celebrated on the following Monday, provided that schools are closed on that day. If schools are open on a day on which a holiday would be otherwise celebrated, the Board and the Association shall negotiate a mutually acceptable day on which to celebrate that holiday consistent with the prevailing school calendar.

- 5. To be eligible to receive any pay for not working on any of the above holidays, an employee must:
  - a. Complete thirty (30) days of service prior to the holiday, or
  - b. Be on any approved absence with pay status, or
  - c. When holiday occurs during the first two weeks of leave of absence granted pursuant to Article IX.
- 6. An employee is not eligible to receive holiday pay while laid off by the Board.
- 7. The Board shall not be obligated to schedule work for any employee on a holiday even though work would have been scheduled for the day if it had not been a holiday. If work is scheduled, it shall be distributed on a shift in a continuous cycle by unit seniority among qualified employees in the unit in a specific department; provided, however, scheduling agreements may be made in the department if qualified people are not available or in cases of emergency.
- 8. All employees in the bargaining unit must work the workday preceding and the workday following a paid holiday except in case of illness. A doctor's certificate may be requested for absence on these days.
- 9. Eligible employees who do not work on the above holidays shall receive their regularly assigned current daily rate immediately preceding the holiday.
- 10. Employees scheduled to work on the above holidays will receive time and a half for all hours worked on the holiday plus the regular pay for the holiday itself, provided that a minimum of forty (40) hours of work including the holiday is accumulated, during the week of the holiday.
- 11. The provisions of this Article with respect to vacation leave shall be applicable only to those employees in this unit who are employed on a twelve (12) month basis.
- 12. The vacation base period shall begin on July 1<sup>st</sup> and end June 30<sup>th</sup>. Every employee whose anniversary of continuous employment is prior to and including June 30<sup>th</sup> of the vacation year shall be eligible for vacation in accordance with the following:

#### Accumulated Service

#### Vacation

6 months – 1 year	5 working days
l year	10 working days
5 years	15 working days
7 years	23 working days

- first year of his employment or who has accumulated six (6) months of service during the base period of vacation computation during any subsequent year of employment shall be entitled to full vacation benefits, notwithstanding the fact that his services may have been terminated for any reason in the ensuing year prior to the receipt of vacation pay. Employees who were not on the active payroll on July 1<sup>st</sup>, but who became active thereafter as a result of recall, will receive vacation pay so long as they work six (6) months between July 1<sup>st</sup> and June 30<sup>th</sup> of the vacation year.
- 14. All vacations for ground maintenance, warehouse personnel, custodians, custodial assistants, building maintenance personnel, transportation maintenance personnel, and driver-porter may be taken and completed within the work year of July 1 to June 30. Requests to exercise vacation leave for categories previously mentioned shall be forwarded in writing to the department supervisor at least one (1) week in advance of the first of the calendar month during which such leave is requested, and the same shall be granted. The Board will tender written responses to all written requests received for vacation scheduling.
- All requests for vacations to be taken during the months of July and August shall be submitted in writing to the employees' respective department supervisors on or before June 1 of the year in which the vacation is to be taken. Requests will be granted in the order of seniority of the employee within the district. The Board will tender written responses to all written requests received for vacation scheduling.
- 16. In the case of a death of any employee who is eligible for and has earned a vacation, such vacation due as of the date of the employee's death will be paid to the employee's estate.

- 17. Vacations of one (1) week or more may be scheduled as consecutive days, or in combination of five (5) consecutive days, beginning on Monday.
- 18. Vacations will, so far as possible, be granted at times most desired by employees (employees with the greatest seniority being given preference as to choice), but the final right to schedule vacation periods is reserved to the Board in order to insure the orderly operation of the plants. This includes the right by the Board to determine whether or not the schools shall be closed during the vacation period and to schedule vacations at such time.
- 19. Vacation pay for employees shall be based on the average hours worked for the twelve (12) pay periods starting with the first full work week of the year. In the event employees are eligible for a vacation during the vacation period but have not worked during the first twelve (12) week period of the year, the vacation pay for such employee shall be based on the average hours worked for the first two (2) week period of the four (4) weeks immediately preceding their eligibility dates. Vacation pay for each vacation week with respect to eligible full time employees shall not be less than twenty (20) hours nor more than forty (40) hours per week.
- 20. Vacation pay for employees shall be based on the employee's rate of pay at the time when vacation is taken or accrued.
  - In no cases will vacations be allowed to accumulate from year to year.
- 22. Employees who are scheduled for vacation during the week in which a paid holiday falls shall be required to take an additional day off, which shall be the first normally scheduled workday following the vacation.
- 23. Employees shall receive their vacation pay on the last working day prior to the beginning of their vacation period, provided that they have requested their vacation pay be made available to them on that date by filing an appropriate written request with the office of the School Business Administrator at least thirty (30) days in advance of the date on which they desire to receive said pay.
- 24. The work year for security officers and special education teacher assistants shall be 184 days. These two additional days will be in-service days. The work year for other ten-month support staff shall be 182 days.

# ARTICLE IX LEAVES OF ABSENCE

# A. Sick Leave - Teachers and Secretaries

All twelve month employees shall be entitled to fourteen days of paid sick leave in each work year and all ten month employees shall be entitled to twelve days of paid sick leave in each work year, except that employees whose total continuous employment by the Board is less than ten full months shall be entitled to paid sick leave at the rate of one point two (1.2) days of sick leave for each month of employment. In the event that an employee is absent due to a continuing, extended illness for a period of time exceeding their accumulated sick leave, the Board in its discretion may pay to said employee, during the period of said continuing absence, a sum equivalent to the difference between the employee's per diem rate and the per diem cost to the Board of the substitute for said employee.

# B. Sick Leave - Support Staff

All support staff employed on a twelve (12) month basis shall be entitled to fourteen (14) days paid sick leave during the term hereof, to be prorated where necessary with respect to new twelve (12) month employees. All support staff employed on a ten (10) month basis shall be entitled to twelve (12) days paid sick leave during the term hereof, to be pro-rated where necessary with respect to new ten (10) month employees, effective July 1, 2004.

The term "Sick Leave" as used herein is defined to mean the absence from one's position due to personal illness, injury, or exclusion by the district's medical authorities due to quarantine or contagious disease. Any portion of such sick leave not utilized within the term of this Agreement may be accumulated by the employee for use as additional sick leave if reemployed by the Board in subsequent years.

- 2. There shall be a written accounting of accumulated sick leave for each unit member, computed as of July 1 of each year and provided to each employee on or before the next September 15.
- 3. If any employee otherwise entitled to sick leave under the provisions hereof shall be required to be absent from his post of duty as a result of an accidental personal injury arising out of and in the course of his employment, the

Board agrees to pay such employee the full salary or wages for the period of such absence up to one (1) calendar year from the commencement thereof without charging such absence to the employee's annual or accumulated sick leave. Such payment shall be made for any absence during the period in which the employee received or may have been eligible to receive temporary disability benefits under the Worker's Compensation Law. However, any amount of salary or wages payable to an employee pursuant to this provision shall be reduced by the amount of any worker's compensation award or benefits made to the employee for temporary disability.

- 4. Any employee working a day shift who is unable to report to work will notify the central call-in number of such inability not later than one-half (1/2) hour before the start of his shift on that day. Any employee working a night shift who is unable to report for work shall similarly notify the central call-in number of said inability before 1:00 of the day on which that shift begins. Any employee who fails to comply with these notice provisions, except where conditions beyond the employee's control prevent the same, shall not be paid for the day's absence. The employee shall likewise be required to notify his immediate supervisor or the Board Office of his intention to return to work before the same hour as set forth above, and if he fails to do so, the Board shall incur no obligation to said employee for the day on which he reports to work. Notwithstanding the provisions of this Article, aides and cafeteria employees shall continue with the call-in and substitute procedures, if any, as were in effect in 1979-80.
- 5. Employees will receive an annual printout showing the number of sick days and personal days they have accrued in September of each school year.

# C. Support Staff Unpaid Leaves of Absence

Leaves of absence without pay may be made available under the following conditions:

Any employee who is absent for more than two (2) weeks and who has acquired seniority of six (6) months or more with the Board and is to be absent because of personal illness beyond accrued personal illness days (personal illness shall be construed to include the quarantining of any employee by the health department when such quarantining prevents the employee from reporting to work), or illness in the immediate family (which shall be construed as husband, wife, mother, father, or children), or physical disability, shall upon written request to the Board be granted a leave of absence for an additional sixty (60) days. All such written requests must be accompanied by a physician's certificate. Leaves

shall be granted without pay but with full seniority accumulating during the term thereof. Any employee on leave of absence June 30 of any year must actively return to work for at least one (1) day in the ensuing year in order to be eligible for vacation pay.

#### D. Bereavement Leave

For death in the immediate family, employees are entitled to five (5) days in the event of each death. The "immediate family" shall mean father, mother, wife, husband, children, stepchildren, grandparents, grandchildren, brother(s), sister(s), mother-in-law, father-in-law, or other relatives domiciled in the employee's household. Teachers, secretaries and support staff shall be entitled to one day off with full pay in the event of each death of uncles, aunts, brother-in-law, and sister-in-law.

#### E. Personal Business Days

- 1. Each employee shall be permitted to utilize a combined total of three (3) days for personal business during their contract year.
- 2. Personal business days will not be cumulative from year to year. Unused personal days shall be converted to unused sick days at the end of each year.
  - 3. The nature of the personal business need not be stated.
- 4. a. Requests for personal days must be submitted by teachers/support staff to the building principal or to their immediate supervisor, one working day in advance of the day on which leave is requested.
- b. All secretaries, upon twenty-four (24) hours written notice to their immediate supervisor, shall be entitled to three (3) days of paid leave during the work year to conduct personal business.
- c. Any leave taken for the celebration of religious holidays shall be deducted from an employee's personal leave days or, if the employee has utilized all such personal leave days, shall be taken without pay.
- 5. Personal business days will not be granted on days immediately preceding or immediately following scheduled holidays. Personal business days also will not be granted at a time when the employee's absence may seriously

hinder the overall operation of the school; e.g., opening day, closing day, examination day, evaluation day, or report card day.

6. Individual consideration will be given by the Superintendent to situations of an emergency nature.

#### F. Marriage

#### 1. Teachers

Teachers shall be allowed a maximum of five (5) consecutive days for marriage and honeymoon which shall be charged against the individual's personal leave to the extent available; and, otherwise to be taken without pay. This leave can begin on the day before or following a holiday as opposed to other uses of personal business leave.

#### 2. Secretaries

Any non-tenured secretary may take up to five (5) consecutive working days for marriage and honeymoon, three (3) days of which are to be regarded as vacation days and so charged in the current or following year, and the remaining two days to be taken without pay. Tenured secretaries shall receive full pay for all five of such vacation days.

#### G. Unpaid Extended Leave of Absence

- Leave of absence without pay up to one year shall be granted to all unit members with three (3) or more years of continuous service within the district for the purpose of caring for a sick member of the employee's family or medical reasons of the unit member. Additional leave beyond such year may be granted to the employee at the discretion of the Board.
- 2. All benefits to which a unit member was entitled at the time of commencement of leave including unused sick leave and credits toward sabbatical eligibility (if any) shall be restored to him/her upon his/her return. The Board has the prerogative to assign employees to a position for which the employee is qualified, however, every reasonable effort shall be made to assign such employee to his/her same position or one that is substantially equivalent.
- 3. Application for leave may be made for other good cause provided that denials of such leave shall not be arbitrable and the Board shall be the final step in any grievance thereon.

4. All employees on leave of absence intending to return to active employment shall notify the Superintendent or the designated Administrator, in writing, of said intention at least three (3) months prior to date of return. Upon compliance with this notification period, all insurance coverage shall commence with the actual return to work.

# H. Maternity Leave/Child Rearing Leave

- 1. Any employee seeking a leave of absence for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to return. The Board shall honor the leave dates so requested if the same will not substantially interfere with the effective administration of the educational program to which the employee was assigned, and subject to the following conditions:
- a. The Board may require as a condition of the employee's return to service production of a certificate from a physician certifying that the employee is medically able to resume her duties.
- b. With respect to non-tenured employees, no such leave shall extend beyond the end of the current year in which said leave is to commence.
- c. With respect to tenured employees, no such leave shall extend beyond a period of twenty-four (24) calendar months from the date on which said leave is to commence.
- 2. The Board reserves the right to remove any pregnant employee from any position or to insist that the employee accept a leave of absence there from if, after the pregnancy is confirmed, the employee's performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if the employee's physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:
- a. The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

- b. The pregnant employee's physician and a physician designated by the Board agree that the employee is not medically able to perform her duties; or
- c. If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certifies that, in said physician's opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee shall be shared equally by the Board and the employee involved.
- 3. In the event that the employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certificate that the employee is medically able to resume or to continue her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
- 4. After the grant of leave to any employee pursuant to the above provisions, the Board will give reasonable consideration to requests from the employee for either the extension or reduction of that period of leave so granted, provided that the employee requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contra-indicted and that the employee is or will be able to resume all duties on the date on which resumption is requested.

#### I. Family Leave

To be eligible for a leave of absence under the Family Leave Act, the employee must comply with the statutory (state and federal) requirements.

#### J. Teachers' Professional Leave

1. Teachers shall be entitled to two paid days per school year of professional leave for the purpose of attending professional conferences,

observation at other school districts, or similar professional activities, provided that a request for such leave is submitted in writing at least seven (7) days prior to the date for which leave is being requested and provided that the same is approved by the Superintendent.

2. Teachers who are in attendance at a university when the Willingboro Schools open in September may be excused from the in-service preschool workshop and first three days of school by the Superintendent of Schools without deduction in pay. However, should the teacher separate from the Willingboro Schools before June 30, a deduction of 1/200 ths of the salary should be made from the last salary check for each day excused.

#### K. Retirement Pay Plan

Teachers, secretaries, and support staff who separate from the District shall be entitled to a retirement pay plan to be calculated as follows:

# 1. TEACHERS and SECRETARIES

- a. Payments to teachers and secretaries shall be at a rate of twenty-five (\$25.00) dollars per unused, in-district, accumulated sick days.
- b. Payment will be made in one lump sum before January 15<sup>th</sup> following the year of separation.
- c. The payment shall be to the retiree or his/her estate, whichever is applicable.

#### 2. Support Staff Retirement Pay Plan

Support Staff employees who retire from the District or retire as defined by the Public Employee Retirement System or who die while in the active employ of the District shall be entitled to a retirement pay plan be calculated as follows:

a. Effective July 1, 2001, payment shall be at the rate of fifty percent (50%) of the employee's daily rate per day of the employee's unused indistrict accumulated sick days up to the maximum permitted by law. This provision applies only to employees whose regular contracted work week exceeds seventeen (17) hours per week. Payment will be made in one lump sum following

the year of separation.

- b. Such payment shall only be for sick leave days accumulated while the individual is in the active employ of the District and as such in a position which has a regular, contracted work week of more than seventeen (17) hours.
- c. (1) If any employee has any time credited upon beginning employment in the District, the subsequent annual sick leave shall be utilized prior to such credited or carry-over time for sickness during the individual's employment.
- (2) If an employee accumulated any time in a twenty (20) or less hours per week position and moves to a position of more than twenty (20) hours per week after July 1, 1992, the subsequent annual sick leave shall be prorated. For example, one sick day at four (4) hours is worth one-half (1/2) sick day at eight hours.
- d. Payment shall be to the retiree or his/her estate, whichever is applicable.
  - 7. Retirement is defined as the term is used by the employee's applicable public pension fund, and does not mean the mere termination of employment with the District.

#### L Family Illness Days

- 1. Effective July 1, 2011, all WEA unit members with accumulated sick leave may convert up to three (3) days as family illness days.

  Thereafter, WEA unit members may annually convert up to three (3) accumulated sick leave days to family illness days. Maximum accumulated days shall be five (5).
- 2. New employees may convert at the beginning of their second year of employment, up to three (3) unused sick days to family illness days. Thereafter, these employees may convert up to three (3) accumulated sick days to family illness days. Maximum accumulated days shall be five (5).
- 3. For the purpose of this provision, the immediate family is defined as spouse, children, father, mother, grandparents, grandchildren, and such dependents defined by the NJ State Health Benefit Plan.

4. Under no circumstances may an employee accumulate more than (5) family illness days in a given school year. Once unused sick leave has been converted to family leave days they remain family leave days until the days are used for their intended purpose.

# ARTICLE X PROMOTIONS

#### A. Teachers' Promotions

1. Promotional positions for teachers are defined as follows:

Positions paying a salary differential and/or positions on the administratorsupervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, supervisor, principal, grade level chairperson, instructional specialist, coordinator and assignments to which an honorarium is attached.

- 2. All vacancies in teaching promotional positions caused by death, retirement, discharge, resignation, or by the creation of new promotional positions, which vacancy the Board decides to fill, shall be filled pursuant to the following procedure:
- a. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the district's bulletin boards or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily, at least 30 days in advance, and in no event less than 7 days in advance). In addition, the Director of Human Resources may concurrently publicize the position outside the school District. A copy of each notice so published shall be supplied to the Association by ordinary mail within the applicable time limit herein above prescribed.
- b. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position which may be changed from time to time, providing notice of change shall be given at least 65 days prior to the publication for said position.

- c. Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Director of Human Resources within the limit specified in the notice.
- 3. All appointments to the aforesaid vacancies and opening shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status or disability unless otherwise required by an affirmative action law or regulation applicable to the District. Such vacancy shall be filled on the basis of fitness for the vacant position; provided, however, that when one or more applicants request the same position, other qualifications being equal, seniority in the District shall prevail.
- 4. Vacancies which arise during July and August shall be posted in the Office of Human Resources.
- 5. Interim or emergency appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools and/or the Board without having to comply with the procedures outlined in Section A.2 above. It is to be clearly understood that such appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above.
- 6. The incumbent in any position for which an honorarium is paid shall be required to notify the Director of Human Resources in writing on or before May 1 whether they wish to be considered or not considered for appointment for the honorarium or honoraria currently held for the forthcoming school year. The Board retains the right of appointment and retention of staff to honorarium positions. The Association may challenge such Board action only on the basis of a standard of arbitrary and capricious action. In the event of such challenge, the Association will have the burden of going forward and the burden of proof.
- 7. The Office of Human Resources agrees that it will send each unsuccessful applicant for a teaching promotional position a written notice indicating that their application was rejected.

#### B. Secretarial Promotions

- 1. A secretarial promotional position shall be one which pays a higher rate and which encompasses a higher level of responsibility.
- When a secretarial promotional position becomes vacant to which a promotion could be made, notice of said vacancy shall be given to the Association

and shall be posted on the bulletin board of the central office and of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position.

- 3. Secretaries desiring to apply for such positions shall submit applications in writing to the Director of Human Resources within the time specified in the notice.
- 4. The Board agrees in considering such applications to give due consideration to the applicant's background and attainments along with other relevant factors.
  - 5. Applicants not selected shall be given written notice thereof.
- 6. If a secretary is promoted and as a result moves from one classification to another, said secretary shall move laterally across the guide.
- 7. Any secretary promoted shall serve a ninety (90) working day probationary period during which the Board may rescind the promotion.

# C. Support Staff Vacancies/Promotions

- 1. Job vacancies are open jobs other than of a temporary nature for which the Board required additional employees. Such vacancies will be filled in the following ways:
- a. When a vacancy occurs, it will be filled by the highest qualified employee who has indicated a preference by submitting an appropriate application for the vacancy.
- (1) An upgrading shall occur when additional duties and/or responsibilities are assigned to a position. In such a case the position will be filled by the highest senior employee who has indicated a preference for the job and has the skill and ability required for the job.
- b. It is understood that an employee's request to transfer from one location to another within the same job classification must be approved by the office of the Director of Human Resources.
- c. Vacancies will be posted at the Office of Human Resources and at the designated location in each building for a minimum of ten (10) days. Interested employees must submit applications to the Director of Human

Resources.

# ARTICLE XI EVENING SCHOOL, SUMMER SCHOOL HOME TEACHING, FEDERAL PROGRAMS AND HONORARIA

- A. All openings for positions in the evening school, summer school, home teaching, Federal projects and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Director of Human Resources. Summer school and evening school openings shall be publicized not later than the preceding April 1 and June 15 respectively and teachers shall be notified of the action taken not later than May 1 and September 15 respectively. A copy of each notice so published shall be supplied to the Association not later than the pertinent date hereinbefore mentioned.
- B. The Director of Human Resources will provide upon request to the Association President or the President's designee, upon request therefore to the Executive Director of Human Resources, the basis upon which selections were made for any such positions and the criteria utilized in making the same.
- C. Persons serving in honorarium positions will submit a program summary to the building principal responsible for the activity and/or students, including student attendance and number of work hours spent. (1) For year-long programs a quarterly summary will be submitted; (2) All others will submit a summary not later than three weeks after the program concludes.
- D. If, as the result of an employee's absence from an honorarium position it becomes necessary to designate a replacement, the honorarium will be prorated among the two employees based on the amount of time spent respectively by the two employees.
- E. Where the provisions of this article are in conflict with the affirmative action requirements of any law, those affirmative action requirements shall prevail.

# ARTICLE XII TRANSFERS

# A. Teachers' Voluntary Transfers

- 1. A teacher may request a change in school, assignment, or both when such request is made before June 1. A written request shall be sent to the Director of Human Resources. When two equally qualified teachers request the same position, the Superintendent and Director of Human Resources shall establish additional criteria to determine who shall be the transferee.
- 2. A list of the known vacancies that will exist in the following year will be posted by May 1 in all schools so that teachers may apply for open positions. This list will be kept up to date through semi-monthly revisions in which new openings, as occurring, will be published. During the summer, this list will be kept posted in the Office of Human Resources. A copy of such will be sent to the Association president at his/her home or office address. During the summer, notification shall be at the home address as listed in the District directory, or as directed by that person.

# B. Secretaries' Voluntary Transfers

- In the event that a vacancy occurs in any secretarial position, the Director of Human Resources shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the Office of Human Resources and in each school.
- 2. Any secretary who desires to transfer to another building may file a written statement of request to do so with the Director of Human Resources, including the position and location to which transfer is desired.
- 3. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee, but shall retain the right to dispose of any request in accordance with the best interest of the school system.
- 4. Employees in the bargaining unit applying for a job within their own classification shall not be required to take a test to determine their eligibility to fulfill the position.

# C. Support Staff Voluntary Transfers

- Voluntary permanent transfers shall be made in accordance with the following:
  - (a) The request shall be made in writing.
- (b) When an employee has voluntarily transferred to another unit, that employee shall not be permitted to transfer again to another unit until said employee has accumulated eighteen (18) months seniority in his present unit.
- (c) When an employee makes a voluntary permanent transfer to another unit, he shall waive all of his seniority rights to return to the labor grade and unit from which he was transferred, unless he is laid off from the unit to which he transferred. A promotional position shall be defined as one for which the hourly rate as determined by the step 1 salary is greater than step 1 of the guide for the employee's incumbent position.
- (d) This section shall not limit the Board from assigning an employee to duties within his/her job description.
- (e) In the event an employee has at any time in the past been employed in any job title which is now within the bargaining unit and has been or is transferred to a job title out of the bargaining unit, the employee may be returned to his former department, or if such department is no longer in existence, to a job in a unit performing similar work, on the basis of the employee's Board service and providing the employee has shown the skill and ability to perform the job within a two (2) week trial period.

#### D. Teachers' Involuntary Transfers

1. The parties recognize the possibility that circumstances may render necessary an involuntary reassignment from one school to another. If time permits, the Board of Education shall request volunteers for any involuntary transfer; however, the final selection is the prerogative of the Board.

- 2. No involuntary transfer will be made without prior notification and without a prior consultation between the transferee and the Director of Human Resources. The Association at the request of the transferee may have a representative in attendance at such conference.
- 3. Under no circumstances shall the process of transfer be utilized as a punitive measure against the transferee.

#### E. Secretaries' Involuntary Transfers

- 1. Written notice of involuntary transfer or reassignment shall be given to a secretary as soon as practicable, and except in cases of emergency with not less than thirty (30) days notice.
- 2. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to a secretary's area of competence, length of service in a particular location, and all other relevant factors in determining which secretary is to be transferred.
- 3. An involuntary transfer or reassignment shall be made only after a meeting between the secretary and the Director of Human Resources at which time the secretary shall be notified of the reason therefore. In the event that a secretary objects to the transfer or reassignment at this meeting, upon the request of the secretary, the Superintendent shall meet with the secretary. The secretary may, at their option, have an Association representative present at such meeting.
- 4. A secretary being involuntarily transferred or reassigned shall be so transferred or reassigned only to an equivalent position.

#### F. Support Staff Involuntary Transfers

The Board shall have the right of job assignments on a particular shift within a specific unit.

1. A temporary transfer is defined as a transfer of an employee to any job other than that employee's regularly assigned job and shall not exceed a period of sixty (60) days.

2. If a transfer has been made for a period greater than that delineated above, the condition shall no longer be considered as a temporary condition and thereafter the Board will make a permanent adjustment. However, the duration of a temporary transfer may be extended beyond the above limitation by agreement among the employee, the Association Representative, and the Director of Human Resources or his/her designee. All parties are expected to apply a reasonable application of these limitations taking into consideration the operating problems of the Board. Employees on temporary transfers shall retain and accumulate seniority in their currently assigned unit.

#### 3. <u>Urgency</u>:

- (a) If temporary transfers are required for reasons other than work not being scheduled or available, the Board may transfer employees without regard to seniority.
- (b) <u>Payment for Temporary Transfers</u>: Employees who are temporarily transferred shall be paid their assigned personal rate or the rate of the job to which they are transferred, whichever is higher.

### G. Support Staff Physical Disability Transfer:

- 1. All temporary Board-incurred disabilities necessitating a temporary transfer will be governed by the temporary transfer provisions of this Article.
- 2. Non-Board-incurred permanent disability transfer requests may be made only by non-probationary employees who are permanently unable to perform their assigned jobs. Transfers may only be made on jobs held by employees within the lowest three (3) years of Board seniority actively employed at the time the request is made. Under such transfers, the transferee takes full school board seniority into the unit to which he transfers. Only one (1) such transfer is permitted unless the job is abolished thereafter.
- 3. Employees who are permanently unable to perform their regularly assigned jobs as a result of a Board-incurred disability may apply for a permanent transfer subject to the following condition: The search by the Board for an appropriate job must be begun first by reviewing jobs held by employees with less than three (3) years seniority and continuing the search at yearly intervals. In no

event may the applicant displace an employee with more Board seniority. An employee transferred pursuant to this Section relinquishes recall rights to his former job and carries his full Board seniority into the unit in which the new job is located.

- 4. An employee who has, as a result of a Board-incurred injury, suffered the loss of an eye, or the equivalent of complete amputation of an essential body member, may apply for preferred seniority on their regularly assigned job as long as the employee is physically able to perform the duties thereof. If the injury prevents the efficient performance on the regularly assigned job, the employee may request a transfer, whereupon the Board will attempt to place the employee in a job commensurate with the employee's skill and physical capability. An application approved under this section shall mean that the employee shall not be subject to displacement as long as the employee is physically capable of efficiently performing the duties of that job. The intent of this Section is to protect employees who would it extremely difficult to obtain other employment due to the type of disability covered under this section.
- 5. Any of the above transfers shall be to a job for which the disabled employee is physically fit and has the present skill and ability to per form the work required. The extent of any disability shall be determined by reference to competent medical reports. Board of Education need only observe "reasonable accommodation" to employee's physical disability and employee must be physically able to perform essential aspects of the work assigned.
- 6. The salary of an employee who does suffer a Board connected disability will be the same as the salary prior to the injury regardless of the job to which the employee is transferred.

# ARTICLE XIII COMPENSATION

#### A. Salary Increases

Salary increases for all unit members shall be as follows:

2011-2012 Effective 2/1/12 increase salaries by .5%, with no movement on the salary guides

2012-2013 2.75% inclusive of increment

2013-2014 2.75% inclusive of increment

#### B. Teachers' Salaries

- 1. The salaries of teachers shall be fixed and determined in accordance with the salary guides set forth in Schedules A-1 2011/2012, A-2 2012/2013 and A-3 2013/2014.
- a. For all salary guide placements above the level of bachelor's degree, only graduate credits shall be counted.
- b. Only graduate credits and valid degrees from properly accredited colleges and universities as determined by the primary accrediting agency shall be counted for placement on the master's or doctoral guides.
- c. For all salary placements above the level of master's degree, only graduate credits and advanced degrees earned after the last movement from one column to the next shall be counted for movement to the next column.
- d. Effective July 1, 2004 Stipend (\$300.00) for new ten-month guidance counselors will be eliminated. Current employees will continue to receive the \$300.00 stipend because of 18A restriction on the reduction of compensation for tenured employees.
- e. Guidance Counselors at Willingboro High School will be paid at their per diem rate for work done during the summer.

- f. The summer Child Study Team will be paid at one half of their per diem rate per evaluation and per diem rate for conferences.
- g. Speech Correctionist will receive their per diem hourly rate for additional hours beyond the regular school day and school year.
  - h. Hourly Rates For Teachers Effective 2011-2014
    - A. Student contact time will be paid at the rate of \$24 per hour
    - B. Non-student contact time will be paid at the rate of \$21 per hour.
  - Teachers will be paid at the rate of \$45.00 per hour for Homebound Tutoring.
- 2. Salaries of all employees holding twelve month employment contracts shall be fixed and determined in accordance with a ratio of 1.2% added to their annual ten-month salary for the two additional months being added to the work year.
- 3. The salaries of all teachers employed in the vocational education program shall be fixed and determined in accordance with the appropriate scale of the salary guide set forth in Schedules A-1 2011/2012, A-2 2012/2013 and A-3 2013/2014 with placement on those guides being determined in accordance with the following criteria:
- a. If the teacher has a B.A. degree and prior teaching experience, the teacher shall be given full credit for his/her prior teaching experience in determining placement on the salary guide.
- b. If the teacher has a B.A. degree and prior teaching experience and practical experience in the area to which the teacher is assigned, his/her placement on the guide shall further be advance in accordance with the following formula: The number of years of qualified, practical experience shall be determined, the number 6 shall be subtracted there from and the product of that calculation shall then be divided by 2 to determine the number of steps on the guide on which that employee should advance based on their qualified experience.
- c. A teacher who does not have a bachelor's degree shall be placed on that step of the B.A. salary guide as determined by utilizing the following formula: Determine the number of years of qualified. Practical

experience in the subject area to which the employee is assigned, deduct the number 6 there from and divide the product by 2 in order to determine the step on the B.A. salary guide on which the employee will be placed.

- d. Any teacher who would qualify for placement on the salary guide at a degree level beyond B.A. without regard to qualified practical experience, shall be so appropriately placed and thereafter given credit on that degree scale for any additional qualified practical experience placement to which the employee would otherwise be entitled in accordance with the formula set forth above.
- e. On attainment of additional credits or advanced degrees, as described in the Teachers' salary Guides, the employee will laterally move to the step on the new guide. The employee will receive not less than one increment step in compensation in moving to the next higher salary amount.
- 4. A service increment of \$100.00 based on the teacher's continuous employment in the Willingboro Public School System shall become payable at the issuance of the teacher's fourth, seventh, tenth, thirteenth, and sixteenth consecutive contract or letter of intent.
- 5. Those teachers who serve as Grade Level Chairperson in the elementary schools shall receive an annual compensation of \$542.00 for 2011/2014.
- 6. Any teacher holding a ten month employment contract shall be eligible to advance to the next succeeding step on the salary guide if said teacher has completed five (5) months or more of active service in the school District during the school term which she/he was hired. Any teacher holding a twelve month contract shall be entitled to advance to the next step of the salary guide if said teacher has completed six (6) months or more of active service in the District during the contract year in which she/he was hired. The Board agrees to fully disclose the above to all teachers prior to the execution of initial employment contracts.
- 7. Salary adjustment for advanced training will be made only upon receipt of the necessary credentials with respect thereto by the office of the Director of Human Resources on or before the last working day of September for September 1 adjustments or on or before the last working day of January for January 1 adjustments. Salary adjustments for advanced training will not be made at any other times.

- 8. The initial placement on the salary guide of any teacher can be negotiated by the Board with the teacher. The Association shall receive written notice from the Board of such initial placement if it is so negotiated. Initial placement shall govern advancement on the guide.
- 9. The Board recognizes that co-curricular activities, sponsors and directors of special school functions are vital to the efficient and complete operation of the total educational effort of the school District. The responsibilities incumbent upon these activities are, insofar as possible, conducted during time which is in addition to the regular school day; therefore, all such co-curricular positions established by the Board at all school levels should be compensable and that compensation should be apportioned on an equitable basis. The Board agrees to compensate sponsors of co-curricular activities with honoraria as set forth in Schedule C-1 to C-6 for 2011/2014.
- 10. Experience earned in another district while an employee is on RIF shall not cause salary guide advancement upon return to the District.

#### C. Department Chairpersons, Interdisciplinary Team Leaders' Salaries

Department Chairpersons and Interdisciplinary Team Leaders shall receive, in addition to their salary as set forth elsewhere in this Agreement, additional compensation which becomes part of their regular salary and will be pensionable. Compensation is as follows:

- Those assisting departments with twelve or fewer staff will be paid an additional \$3856 for 2011-2014.
- Those assisting departments with thirteen or more staff will be paid an additional \$4628 for 2011-2014.

## D. Teacher Coordinators, Guidance Coordinators

Teacher Coordinators and Guidance Coordinators shall receive, in addition to their regular salary as set forth elsewhere in this Agreement, compensation of \$6210 for 2011-2014, which becomes part of their regular salary and will be pensionable.

#### E. Webmaster

Webmaster shall receive in addition to their regular salary as set forth elsewhere in this agreement, compensation of \$4819 for 2011-2014.

- 1. The Webmaster will be provided with a laptop computer and the software required to run the website.
- 2. The Webmaster will create the templates to be used on the website. Each school and district department will be responsible for entering data to the website.
- 3. If the responsibilities of the Webmaster expand, the honorarium will be renegotiated to reflect the added responsibilities.

#### F. E-Mail Administrator

1. The E-Mail Administrator shall receive in addition to their regular salary as set forth elsewhere in this agreement, compensation of \$4819 for 2011/2014.

# G. 11-Month Even Start Literacy Program

Unit members will be paid at a 1.1 ratio of their salary and be entitled to 13 sick days. If the workload exceeds 35 hours per week, both parties agree to negotiate compensation for additional time.

#### H. Secretaries' Salaries

- The salaries of secretarial staff shall be fixed and determined in accordance with the salary set forth in Schedule D-1 2011/2012, D-2 2012/2013 and D-3 2013/2014.
- 2. The category of each secretary shall be determined by the Director of Human Resources, under the direction of the Board of Education. Credit will be given for experience comparable to credit given to existing secretaries. Such placement shall not exceed the step placement of any current employee with the same years of experience. Upon a showing of the skills, competence and performance required by the job, each secretary shall at the beginning of each succeeding school year advance to the next highest step, provided however, that any secretary holding a ten month employment contract shall not be eligible to

advance to the next succeeding step on the salary guide unless said secretary has completed five months of active service in the school district during the school year in which said secretary was hired, and provided further that no secretary holding a twelve month contract shall be entitled to advance to the next step of the salary guide unless said secretary has completed six months of active service in the District during the school year in which said secretary was hired.

- 3. If a secretary has been assigned to a position other than the secretary's contract classification for which there is a higher rate of compensation, said secretary shall be compensated at the higher rate for such time as said secretary continues to work in the higher classification after the assignment exceeds 14 consecutive working days or 15 non-consecutive working days of the contracted work year, whichever occurs first. Time spent working in a higher classification, whether or not such is compensable at the thereto, shall not create any entitlement to permanent reclassification or reassignment to the higher classification.
- 4. In addition to the above described salary, each contractual secretarial employee in continuous employment of the Willingboro Board of Education shall receive a longevity increment in annual salary, in the sum of \$100.00, at the beginning of the fourth, seventh, tenth, thirteenth and sixteenth school years next succeeding the initial date of continuous employment. Service prior to July 1, 1958 shall not be included in determining length of continuous employment.

Any secretary who reached and remained at the final step of the vertical column on the salary guide for one year, and who would not, therefore, receive a scheduled increment, shall receive in each contract year thereafter a career service increment of \$150. The parties have added a revised salary step in each of the years of this Agreement so no new career service increments will be paid for those years.

- 5. Experience earned in another district while an employee is on RIF shall not cause salary guide advancement upon return to the District.
- 6. The position of Licensed Practical Nurse shall be compensated on the Class A salary guide of Schedule D-1 for 2011/2012, D-2 for 2012/2013 and D-3 for 2013/2014.
- 7. The position of Nursing Assistant shall be compensated on the Class B salary guide of Schedule D-1 for 2011/2012, D-2 for 2012/2013 and D-3 for 2013/2014.

## 1. Support Staff

- 1. Under the terms of this Agreement, the Board shall not be required to pay for any time except time spent at work to which the Board assigns the employee unless otherwise specifically provided in this Agreement. All earnings shall be calculated on a bi-monthly basis.
- 2. Salaries for the various positions represented by the Association have been mutually agreed upon and accepted by both the parties. Those salaries are set forth as Schedules E through L for 2011/2012, 2012/2013 and 2013/2014.
- 3. Employees whose salaries appeared on senior guides as of July 1, 1993 and who were still employed by the Board on September 1, 1997 shall be named separately in Appendix B of this Agreement which shall set forth their salaries for 2011/2012, 2012/2013 and 2013/2014.
- For the duration of this Agreement, any employee who has completed five (5) months of active service in a position with respect to ten (10) month employment and six (6) months of active service in a position with respect to twelve (12) month employment shall be eligible to move to the next step on the appropriate salary guide.
- 5. When promoted, an employee shall be placed on the step of the guide for the new position which provides the employee with a salary equal to or immediately greater than the salary she/he was receiving in the position from which she/he was promoted.
- 6. In addition to the aforesaid compensation adjustments, the Board agrees to pay an additional longevity increment of one hundred (\$100.00) to each eligible employee upon the issuance to said employee of the fourth, seventh, tenth, thirteenth, and sixteenth consecutive contracts of employment on this District. In order to be eligible for said longevity increment, the employee must be regularly employed for a minimum of seven (7) hours per day, five (5) days per week.
- 7. Newly employed custodians shall be required to take the test to obtain a black seal license within one year of their appointment by the Board. The test must be taken within this time period. In the event that a custodian does not pass this test during this period of time, the employee shall be given an additional year in which to retake the test while his employment continues. If any individual fails to so obtain a black seal license, he is subject to discharge at the discretion of the Board. Any review shall be limited to the procedural aspects only.

With respect to persons holding a black seal license, the Board will agree to pay as additional maximum annual compensation in the sum of six hundred thirty eight (\$638.00) for 20011-2014 to every employee holding such license who is employed for a forty (40) hour week and a twelve (12) month work year. That sum shall be paid in two (2) equal installments, one with the last paycheck in December and one with the last paycheck in June. To be eligible for either of those two payments, an employee must be in the active employ of the district as provided above for the full half year preceding that respective payment and must have held a valid black seal license for that full year preceding that payment.

Overtime shall be allocated for black seal turns on a district wide seniority cycle, and if the district does not receive a sufficient number of employees who are willing to voluntarily work black seal assignments at any time, such overtime assignments can be involuntarily assigned again utilizing the district wide seniority cycle. An employee who refuses an overtime assignment drops to the bottom of the list, and the Board then continues down the list. If no one agrees to work overtime, then the Board may require the employee who first refused that assignment to work.

- 8. In addition to the aforementioned compensation rates, any employee working the third shift shall receive an additional compensation adjustment equivalent to fifty cents (\$ .50) per hour of the otherwise applicable rate for that position as premium pay. This premium pay will be due and payable only when an employee is actually employed on the third shift. In the event that the employee is transferred to another shift, or that the third shift work is eliminated, this premium pay differential shall not become part of the employee's salary in any succeeding pay period.
- 9. New hires shall be placed on the salary guide at the Board's discretion.
- 10. Overtime pay shall be included in the check for the pay period which follows the pay period in which the overtime is worked.
- 11. The compensation described in this paragraph is based upon 184 working days for security officers and teacher assistants. All other ten-month support staff shall work 182 days.
- 12. All ten-month employees requested to report to work for days beyond the 182 or 184 work year (except orientation) shall be compensated at their per diem rate. Employees who attend orientation do so on a voluntary basis and without pay.

- 13. The Board shall have the right to implement off-standard work schedules for custodians with the understanding that all custodial schedules will be established for five consecutive working days and employees assigned to work on Saturdays and Sundays shall receive a \$.50 hourly differential for work performed on those days.
- 14. The salary for Elementary Lead Custodians shall consist of their regular guide salary plus five per cent of their guide salary plus longevity.

#### 15. EMERGENCY SERVICE CALLS-ALARMS

- a. Emergency Service Technician will receive \$15,000 for on-call time performed during the weekdays and will receive \$9,000 for the weekends, which will become part of his/her salary and will be pensionable.
- b. In addition to the \$15,000 and \$9,000 stipends covering all oncall time, it will also cover all emergency calls when he/she is required to answer a call in the district. Because the Emergency Service Technician resides in Willingboro, the emergency service calls will begin when he arrives at the location to be serviced.
- c. If the service call requires work beyond one and one-half hours, the Technician will contact his immediate supervisor to obtain approval to stay beyond one and one-half hours.
- d. Approved work beyond one and one-half hours will be compensated at the rate of 1.5 times the hourly rate.

#### 16. BOILER ENGINEER

- a. The Boiler Engineer will receive \$7,500 for on-call time performed, which will become part of his/her salary and will be pensionable.
- b. In addition to the \$7,500 stipend covering all on-call time, it will also cover all emergency service calls when he/she is required to answer a call in the district. Because the Boiler Engineer resides outside of Willingboro, the emergency service calls will begin when the Boiler Engineer leaves his residence.
- c. If the service call requires work beyond one and one-half hours, the Boiler Engineer will contact his immediate supervisor to obtain

approval to stay beyond one and one-half hours.

d. Approved work beyond one and one-half hours will be compensated at the rate of 1.5 times the hourly rate.

#### 17. SCIENCE MAINTENANCE TECHNICIAN

- a. The position of Science Maintenance Technician shall be compensated on the Class C Salary Guide. Compensation will be retroactive to July 1, 2003.
- b. The Science Maintenance Technician will be paid at their per diem rate for any additional work done beyond the regular school day and school year.

## 18. Security Officer Team Leader/Assistant Team Leader

Security Officer Team Leader will be compensated at \$4001 for 2011-2014. The Assistant Security Officer Team Leader will be compensated at \$2000 for 2011-2014. Compensation will be retroactive to July 1, 2004 and will become part of his/her salary and will be pensionable.

# J. General Salary Information Applicable to All Groups

### 1. Autism Program

Employees hired for the 11-Month Autism Program will be paid at a 1.1 ratio of their salary and be entitled to 13 sick days per year.

- 2. Effective July 1, 2008 pay dates shall be on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If the pay date falls on a holiday, weekend or during a period when school is not in session employees shall receive their paychecks on the last working day of said payday. The final paycheck for 10-month employees shall be the last working day in June.
- 4. Provisions shall be made to permit unit members to purchase tax sheltered annuities. Former EAW employees utilizing this provision shall waive any right to make a claim against the Board as a result thereof.
  - 5. Salary checks shall be distributed in envelopes.

# ARTICLE XIV HEALTH INSURANCE PLAN

#### A. Health Care Plan

For the term of this Agreement, the Board shall pay the full cost of a health insurance program for the employees in the unit, which shall be the State Health Benefits Program.

#### B. Prescription Plan

Employees shall be provided with a free-standing prescription drug plan under the State Health Benefits Program. Co-payment shall be three dollars (\$3.00) per prescription for generic drugs and ten dollars (\$10.00) for non-generic drugs. Mail-Order co-payment shall be five dollars (\$5.00) per prescription for generic drugs (90 day supply) and fifteen dollars (\$15.00) per prescription for non-generic drugs (90 day supply).

#### C. Dental Coverage

- 1. The Board shall provide a maximum of one hundred and twenty-five (\$125) dollars per unit employee receiving employee only dental insurance coverage and a maximum of two hundred thirty-five (\$235) dollars per unit employee receiving family dental insurance. The Association shall provide input as to the type and extent of the coverage to be purchased. However, the Board shall make the final decision.
- 2. Under no circumstances shall the cost to the Board exceed the maximum amount of one hundred twenty-five (\$125) dollars for each unit member receiving employee only coverage or two hundred thirty-five (\$235) dollars for each unit member entitled to and receiving family coverage. The parties direct any arbitrator or anyone else reviewing this contract to apply and abide by the maximum of \$125.00 per unit employee per year receiving employee only coverage and \$235.00 per unit employee per year entitled to and receiving family coverage.

### D. Application of Coverage

For employees covered by this Agreement, the aforesaid insurance program shall include the employee and the employee's immediate family.

Effective with the acceptance of this Agreement by both parties, no employee who is employed for less than thirty (30) hours or less per week shall receive any fringe benefits except that those employees who are employed for less than thirty (30) hours per week prior to the acceptance of this Agreement shall continue to receive benefits to which they were entitled prior to the acceptance of this Agreement.

For those employees whose spouses are employed in the District, the rules of the State Health Benefits Program will apply, and for teachers only, one dental coverage of either type per family and, provided that should the marital status change, or should the covered employee leave the District's employ, the non-covered employee shall become eligible immediately for the appropriate coverage with no delay or waiting period.

#### E. Notice of Change of Carrier

Should the Board decide to change the insurance carrier, a carrier will be selected by the Board which provides a plan equal to or better than the present coverage in the level of benefits and services. The Association will be given thirty (30) days' advance notice for the purpose of consultation.

#### F. Leave of Absence Coverage

Unit members who are retired (as that term is used by TPAF or PERS) or on an extended long-term unpaid leave of absence shall be eligible to apply for medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs, of any kind whatsoever, to the Board. The coverage provided is adjustable to keep the premium level within statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision or deciding the rights created hereunder to treat any challenge to this provision which attempts to or could result in imposing any costs whatsoever upon the Board as a result hereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board. The above reference does not apply should a unit member take leave under the State or Federal Family Leave Acts.

- G. Former EAW employees and secretaries in this bargaining unit who qualify to and actually retire, as that term is used by the Public Employees Retirement System (PERS), shall be eligible to apply for medical insurance, prescription, and dental coverage to age sixty-five (65). The premium for such coverage shall be paid by the Board. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitation. In the event that during the term of this Agreement, legislation is enacted which would provide health insurance for retirees under PERS, the Board of Education would no longer be obligated to provide this benefit at Board expense, and all health benefits scheduled to be paid would cease.
- H. Employees who elect to waive medical and prescription benefits shall receive 40% of the applicable premium each school year. Employees must waive such insurance for a full year (July 1 to June 30) to be eligible for such payment. Such plan will commence January 1, 2008 for this 2007-2008 school year and employees shall receive a pro rata reimbursement. Reinstatement shall be pursuant to Exhibit A which is attached and made part of this agreement. To qualify for such waiver the employee must be covered under other insurance coverage. In future year's reimbursements will be made in two (2) installments.

# ARTICLE XV TEACHERS' AND SUPPORT STAFF PERSONNEL FILES

## A. Teacher Personnel Files

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

- Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature. All materials received from and signed by responsible sources concerning a teacher's conduct, service, or character may be placed in the file.
- 2. The teacher shall be given the opportunity to review the contents of this file once during the year by request in writing. At all other times reasonable requests for review shall be honored.

- 3. The teacher has the right to reply to any document retained in the file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file and attached to the document to which it pertains.
- 4. The teacher shall be permitted to obtain a copy of any item contained in their file, but solely for their own information and for use in the grievance procedure. No duplicate so made shall be used otherwise than in the presentation of a grievance or for the private purposes of the teacher involved.
- 5. Whenever any material adverse to the teacher is placed in his/her file, she/he shall be apprised promptly of the addition and shall be permitted promptly to inspect the item or items so added.
- 6. No complaint made by an individual shall be retained in the file or otherwise used against the teacher charged unless on reasonable notice to the teacher and to the Association, opportunity is given to the teacher and to his or her representative to meet the accuser in the presence of the principal. As in the past, in the event that any such complaint is made by an individual, regardless of the disposition thereof, no action of a retaliatory nature shall be taken by any teacher or other unit member against the student involved.
- 7. Any items placed in the file beginning with the implementation of this contract will bear the date of its receipt at the office of the Director of Human Resources.

# B. Support Staff Personnel Files

- The Board will permit the Association to examine all records for the purpose of investigating compliance with the provisions of this Agreement, provided the Association makes an appointment to do so with the office of the Director of Human Resources.
- 2. Association officers or designated Association Representatives shall be permitted to inspect records pertaining to members of the unit at reasonable times and upon reasonable notice to the Director of Human Resources which must be preceded by the written permission of the unit member.

# ARTICLE XVI EVALUATION OF TEACHERS AND SUPPORT STAFF

#### A. Teacher

The teacher being evaluated must be a partner in the process with full knowledge of:

- 1. The procedure;
- The evaluator's qualifications;
- The findings;
- The identity of all persons that are consulted by the evaluator in preparing his/her findings.
- B. The teacher evaluated shall be given a copy of their ratings or any other written evaluations of their work. Before the material is submitted to the Central Administration or placed in their personnel file, the teacher shall have the right to discuss the ratings and evaluation and to append responsive comments.
- C. Every evaluation shall be signed by both the evaluator and the teacher evaluated. The teacher's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall anyone be asked to sign an incomplete evaluation. No public disclosure of the contents of the evaluation or of the responsive comments, if any, shall be made without the mutual consent of the teacher involved, the Association and the Board.

#### D. Procedure

Evaluative reports will be presented to the teacher by the principal periodically in accordance with the following procedures:

- 1. Such reports will be issued in the name of the building principal based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in their supervisory capacity.
- 2. Such reports will be addressed to the teacher, with carbon copies being forwarded to the Superintendent of Schools and kept by the building principal.

- 3. Such reports will be written in narrative form and will include:
- a. Strengths of the teacher as evidenced during the period since the previous report.
- b. Weakness of the teacher as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the teacher might take to improve their performance, particularly in each of the areas wherein weaknesses have been indicated.
- 4. Such supervisory evaluations are to be provided for non-tenured teachers three (3) times each year; the first not later than November 15, the second not later than February 1, and the third not later than April 1. With respect to tenured teachers, such supervisory evaluation shall be provided once each year no later than March 1, except that a tenured teacher shall be so evaluated a second time if said tenured teacher files a written request for the same with his/her building principal on or before March 15. The second evaluation, if requested, shall be completed on or before April 30.
- 5. On or before May 15 of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either:
- a. A written offer of a contract of employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
  - b. A written notice that such employment shall not be offered.

Should the Board fail to give a non-tenured teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered within the time and in the manner specified by this Agreement, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year.

### E. Support Staff Evaluations

- On or before June 1, the Board shall issue to each employee in the bargaining unit who has been continuously employed therein since the preceding July 1 with respect to twelve (12) month employees and the preceding September 1 with respect to ten (10) month employees either:
- a. A written offer of a contract for employment for the next succeeding work year at the then-existing compensation rate or such increase as may be negotiated by the Association, or
- b. A written notice that employment will not be renewed for the next succeeding work year. In the event that the Board fails to comply with the above provision, it shall be deemed to have issued a written offer of a contract for employment for the next succeeding work year as of June 1. Offers of employment shall expire with thirty (30) days of the date of issue unless the same are accepted in writing by the employee and said written acceptance delivered to the office of the Director of Human Resources within said thirty (30) day period.
- 2. All employees shall receive an evaluation not later than March 15.

# ARTICLE XVII TEACHERS' SABBATICAL LEAVE

- A. The Board agrees that during the school years covered by this Agreement it will grant a sabbatical leave for the purpose of graduate study to a maximum of four (4) teachers from among the qualified applicants subject to the terms and conditions hereinafter set forth in this Article.
- B. Applications for sabbatical leave shall be submitted to the office of the Superintendent in writing and in such form as may be prescribed by the Superintendent on or before November 30 of the year preceding the year in which the leave is requested. The Superintendent shall thereafter make a recommendation to the Board with respect to sabbatical leaves on or before January 30 of the year for which the leave is requested.

- C. No application for sabbatical leave shall be considered unless the applicant has, on or before June 30, 2008, June 30, 2009, and June 30, 2010 respectively, completed at least seven (7) consecutive years of service in the school District as a teaching staff member. In computing this service qualification, absence on a Board approved leave of absence shall not be considered to have interrupted one's prior record of consecutive service, but the period of such absence shall not be regarded as a year of service for the purpose of computing the number of years so required.
- D. Persons approved by the Board for sabbatical leave pursuant to the terms of this Article shall be paid during the period of such leave at a sum equivalent to 75% of the salary which said persons would have received had they remained on active duty in the District.
- E. A condition precedent to the implementation of any sabbatical leave granted under the terms of this Article shall be the execution by the party requesting such leave of a written contractual commitment to the Board to remain in the service of the Board for at least two (2) contract years subsequent to the year in which sabbatical leave is taken.
- F. Upon returning from sabbatical leave, the person in question shall be placed on the applicable salary schedule at the level which they would have achieved had they remained actively employed in the District during the year of their absence on sabbatical leave; however, said person shall not receive credit toward the service increment referred to in Section D of Article XIV hereof for the period of time spent on sabbatical leave.
- G. The determination of which applicants are qualified for sabbatical leave shall be within the sole discretion of the Board after receiving the advice of the Superintendent. Among the relevant factors to be considered in such a determination shall be the nature of the proposed leave, the area of the applicant's specialization, the needs of the school District, and the length of the applicant's service in this District.
- H. Each applicant whose request for sabbatical leave is approved by the Board shall submit to the Superintendent on or before September 1, 2008, September 1, 2009 and September 1, 2010, respectively, satisfactory evidence of their acceptance and enrollment in the course or program of studies listed on his application for sabbatical leave and shall further submit on or before September 1, 2009, September 1, 2010 and September 1, 2011, respectively, satisfactory evidence of the successful completion thereof.

- I. The Board agrees to provide to the Association President upon request therefore to the Director of Human Resources, the basis upon which selections were made for any such positions and the criteria utilized in making the same.
- J. The parties agree that any and all grievances, disputes, appeals and questions involving the granting or denial of sabbatical leave, or sabbatical leave in any manner whatsoever, shall be appealable to the Board of Education and no further, notwithstanding any other provision of the collectively negotiated contract or of any law or rule or regulation.

# ARTICLE XVIII PROFESSIONAL DEVELOPMENT

- A. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, inservice training sessions, or any other such session in which an employee is required by the administration to take.
- B. Tuition reimbursement will be made available to all WEA unit members based on the following program:
  - 1. The Board shall provide an aggregate annual maximum of \$35,000 for 2011-12 \$35,000 for 2012-13 \$35,000 for 2013-14
- Tuition reimbursement rate will be at the College of New Jersey rate or the College/Institution per credit rate whichever is less. Tuition reimbursement will be divided equally among all approved participants on a per credit basis or per credit rate, but in no case will exceed the actual tuition cost. Reimbursement not to include student fees.
- 3. Each approved participant will be limited to one (1) approved course, workshop, seminar, etc. per semester and/or per summer session, beginning with July 1, 2005. For the 2004-05 school year, the parties agree to waive this requirement and allow for retroactive approval.

- 4. Each applicant for tuition reimbursement shall apply to the Superintendent/Designee for approval prior to registration. Courses must relate to public school education, or must relate to the unit member's work, e.g., word processing. The application must contain the name of the course, the location of the institution.
- 5. Upon approval being received from the Superintendent/Designee, the applicant shall then provide the office a copy of the registration form and the cancelled check of the applicant.
- 6. Upon completion of the course, the applicant must present an official copy of the transcript or an affidavit of completion of the course, to the Superintendent/Designee by May 31 of each year.
- 7. The Board will reimburse the applicant to the extent required by this Article.

# ARTICLE XIX INSTRUCTIONAL COUNCIL AND BOARD-STAFF COMMITTEE

A. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association participation in all aspects in strengthening the educational program to best meet the needs of the students, the schools and the community. Toward that end, the parties agree to establish and maintain an Instructional Council, to consist of three representatives from the administration and three from the Association, to serve as a medium for periodic cooperative exchange of views on education matters, to study matters of concern to the staff and to the Board, and to prepare recommendations to both parties. The subjects to be referred to the Instructional Council for review and analysis shall be determined by the members thereof.

- To promote mutual respect and cooperation rooted in mutual respect the B. Board and the Association have established a Board-Staff Committee, which will be composed of members as designated respectively by each. The two groups will meet for the purpose of exchanging views and for the purpose of maintaining contact designed to promote good understanding between the contractees and to prevent misunderstanding of which both parties have experienced enough and which all involved wish, as far as is possible, to obviate. The involvement of this committee shall be restricted and limited solely to non-negotiable matters. The Board-Staff Committee will include the concept of an Information Exchange Committee providing a forum for the Board and the Association to exchange information and discussions on non-negotiable topics including, but not limited to, morale, absenteeism and curriculum issues. The committee shall be restricted and limited solely to non-negotiable matters. This committee shall meet a minimum of four times a year. Negotiable matters shall be discussed solely by the parties' negotiation committees.
- C. Joint meetings of the Instructional Council and the Board-Staff Committee shall be held at least once every two months.
- D. The Board-Staff Committee or the Instructional Council, as appropriate, will include discussions or curriculum determination, selection of instructional materials, supplies and equipment and design of in-service programs. In addition, changes in teaching stations by high school teachers and scheduling of special education students shall be discussed.

# ARTICLE XX SENIORITY AND REDUCTION IN FORCE

#### A. Teachers' Reduction in Force

- In the event that a reduction in force affecting tenured teachers occurs, the procedure for the implementation thereof shall be in conformance with the then prevailing law.
- 2. In the event that any such reduction affects non-tenured teachers, the Board agrees that in determining the non-tenured teachers to be terminated it will consider the following factors:
  - a. quality of teaching performance;
  - b. prior teaching experience;
  - c. certification:
  - d. graduate degrees; and
  - e. length of service in the District.

The final determination shall, however, be within the sole discretion of the Board and shall not be subject to review through the grievance procedure of this contract.

3. The Board agrees to regard non-tenured teachers who are so terminated as candidates for any vacancies which occur during the twelve months following the date of their termination, provided that they possess proper certification for the same according to the records on file with the Director of Human Resources.

#### B. Secretaries' Seniority and Reduction in Force

- 1. A secretary's seniority shall be based upon the secretary's service in the District as calculated for tenure purposes. The Board shall maintain a seniority list of secretaries, copies of which shall be made available to the Association. Such list shall be updated quarterly.
- 2. In the event that a reduction in force should occur that involves tenured secretaries, the reduction for tenured secretaries shall be based upon

seniority, provided that said tenured secretaries may be permitted to bump into a lower classification, if they possess the requisite qualifications and ability to perform the functions of the job into which they desire to bump and further that no one shall be permitted to bump into a higher classification.

- 3. In the event that the Board determines to recall any tenured secretaries who have been reduced in force, said recall shall be on the basis of the tenured secretary with the greatest seniority who has held a job within the classification in which the opening exists, or who held a higher classification immediately prior to being reduced in force and has the requisite qualifications and ability to perform the job.
- 4. The position of Graphic Arts Personnel, based upon job functions and skills required, is separate and distinct from other unit positions for the purpose of preventing bumping against that position.

## C. Support Staff Seniority and Reduction in Force

District-wide seniority is defined as the length of an employee's continuous service in the school district that shall date from the employee's most recent hiring. Departmental seniority is defined as the length of an employee's continuous service in a given department job category and that shall date from the time of the employee's most recent assignment to said department or job category. The Board and the Association agree to jointly develop a seniority list with respect to all employees presently in the bargaining unit, which shall be signed by both parties and shall be considered as binding upon both parties with respect to future determinations of seniority with respect to employees in the unit.

### Seniority shall cease upon:

- a. Resignation
- b. Justifiable discharge
- c. Failure to report for work for five (5) consecutive work days without good reason and without written notice to the employee's supervisor
- d. Failure to notify the Board by certified mail (return receipt requested) of acceptance or rejection of recall within three (3) days of receipt of

recall notice, or failure to prove inability to give written notice of acceptance or rejection, or failure to return to work from lay-off within five (5) consecutive work days after being notified to return. Notification shall be by certified mail to the last address of the employee as shown on the records of the Board. Copies of recall letters will be mailed to the Association as the same time such letters are sent to the employees.

- e. A lay-off by the Board for more than twelve (12) months of an employee having six (6) months or more of accumulated service.
- f. A lay-off by the Board for a period exceeding the period of accumulated service of any employee having less than six (6) months service.

Any employee whose seniority has ceased under the foregoing and who is subsequently rehired shall be covered under the terms of this Agreement in the same manner as a new employee.

### 2. Probationary Period:

- a. All employees with less than sixty (60) days continuous service shall be subject to discharge without recourse, provided such discharge shall not be used by the Board for the purposes of discriminating against employees because of membership or legitimate activity in the Association.
- b. After completion of the sixty (60) day probationary period, an employee's record of continuous service will date back to the original employment date.

### Seniority Records:

- a. The Board will maintain seniority records of employees which will be available in the Office of Human Resources for examination by the Association Representative and grievance committee members.
- b. The Board shall notify the Association of all occurring seniority changes as soon as possible.

c. The seniority provisions shall operate within each department or job category except that all teacher aides/teacher assistants shall be considered as one department for purposes of determining seniority.

Layoff of unit members shall be accomplished in the manner [utilized in 1976-77] utilizing the concept of "an aide is an aide."

### 4. Preferences:

During their term of office, Association officers (President, Vice-President, Secretary and Treasurer) shall be preferred to retention and recall of the work force at any time of any adjustment in the force or layoff of employees. This provides the named officers with top Board seniority.

### D. Support Staff Physical Disability Transfer

- 1. All temporary Board-incurred disabilities necessitating a temporary transfer will be governed by the temporary transfer provisions of this Article.
- 2. Non-Board-incurred permanent disability transfer requests may be made only by non-probationary employees who are permanently unable to perform their assigned jobs. Transfers may only be made on jobs held by employees within the lowest three (3) years of Board seniority actively employed at the time the request is made. Under such transfers, the transferee takes full school board seniority into the unit to which he transfers. Only one (1) such transfer is permitted unless the job is abolished thereafter.
- assigned jobs as a result of a Board-incurred disability may apply for a permanent transfer subject to the following condition: The search by the Board for an appropriate job must be begun first by reviewing jobs held by employees with less than three (3) years seniority and continuing the search at yearly intervals. In no event may the applicant displace an employee with more Board seniority. An employee transferred pursuant to this Section relinquishes recall rights to his former job and carries his full Board seniority into the unit in which the new job is located.
- 4. An employee who has, as a result of a Board-incurred injury, suffered the loss of an eye, or the equivalent of complete amputation of an essential body

member, may apply for preferred seniority on their regularly assigned job as long as the employee is physically able to perform the duties thereof. If the injury prevents the efficient performance on the regularly assigned job, the employee may request a transfer, whereupon the Board will attempt to place the employee in a job commensurate with the employee's skill and physical capability. An application approved under this section shall mean that the employee shall not be subject to displacement as long as the employee is physically capable of efficiently performing the duties of that job. The intent of this section is to protect employees who would find it extremely difficult to obtain other employment due to the type of disability covered under this section.

- 5. Any of the above transfers shall be to a job for which the disabled employee is physically fit and has the present skill and ability to perform the work required. The extent of any disability shall be determined by reference to competent medical reports. Board of Education need only observe "reasonable accommodation" to employee's physical disability and employee must be physically able to perform essential aspects of the work assigned.
- 6. The salary of an employee who does suffer a Board connected disability will be the same as the salary prior to the injury regardless of the job to which the employee is transferred.

## ARTICLE XXI ASSOCIATION CHECK-OFF AND REPRESENTATION FEE

### A. Association Check-Off

1. The Board agrees that, in accordance with existing statutes, and upon receipt of individual written authorization from any employee, it will deduct from such employee's net earnings for the first pay period of each month that employee's Association dues, the amount of which shall be specified in writing by either the Secretary Treasurer of the Association or the President of the local Association. The Board agrees that it will then disburse the monies so deducted to the Association promptly, and the Association agrees to officially advise the Director of Human Resources of the name and address of the party to whom such disbursement should be directed. The Board will provide the local

Association with a copy of all check-off information including the identity of the person for whom deductions are being made and the amount and the date of said deductions.

- 2. Changes in dues, assessments, or amounts of deductions will be made by the Board only as authorized in writing by the President or Secretary of the Association.
- 3. Any written authorization or notice submitted to the Board is deemed to be only an authority for the Board to deduct dues and assessments as set forth in the Association's form presently in use.
- 4. The Association shall indemnify the Board and hold it harmless against any and all suits, claims, demands, and liabilities which shall arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this article.

### B. Representation Fee

### Purpose of Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

### C. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association on its own members for that membership year.

### D. <u>Deduction and Transmission of Fee</u>

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with

subsection 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

### 1. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

### 2. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to be paid to said employee during the membership year in question.

### 3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

### 4. Changes

The Association will notify the Board in writing of any changes in the list provided for in subsection 1 above and/or the amount of the representation fee and

such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. Once per month, the Board will submit a list of new employees, hired by the Board in positions represented by the Association, during the month preceding the month in which the report is made. The list will include name, job title and date of employment for all such employees.

### E. Indemnification, Hold Harmless and Guarantee Clause

- 1. The Willingboro Education Association and its affiliates shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including but not limited to liability for reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provision. Furthermore, and in addition hereto, the Willingboro Education Association, and its affiliates, guarantees that it will be responsible for and reimburse to the Board any costs or expenses including but not limited to the above enumerated types of costs arising from or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provisions.
- 2. The Willingboro Education Association and its affiliates shall be solely responsible for any costs, liabilities, refunds or charges of any type of expense whatsoever arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such a situation, the Willingboro Education Association and its affiliates shall indemnify and hold the Board harmless from any such costs, liabilities, refunds or charges, including but not limited to reasonable counsel fees and other legal costs paid to counsel of the Board's choice that may arise out of or by reason of any such appeal or challenge.
- F. In the implementation and operation of this agency fee provision the Association guarantees that it will comply with all constitutional, statutory and regulatory provisions and requirements.

### ARTICLE XXII SUSPENSION, DISCHARGE, TERMINATION

### A. Terminating Employment of Non-Tenured Secretary

The contract of a non-tenured secretary may be terminated by either the Board or by the secretary upon prior written notification of at least two weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated secretaries be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated secretary who has not achieved tenure. Nothing contained herein shall be construed as an attempt to alter in any way nor to add to the requirements of law concerning the termination of the employment of tenured employees.

### B. Suspension, Discharge, & Termination of Employment - Support Staff

- 1. The departmental supervisor will notify the employees involved in any suspension or discharge together with the written reason therefor. A hearing on such action may be held before the Director of Human Resources within one (1) week after the action is taken by the Director of Human Resources. The Association Representative can attend the hearing. Necessary witnesses can be called, but not more than two (2) witnesses shall be present at the hearing at any one time.
- 2. An employee who has been subject to suspension or discharge shall have the right to file a grievance initiated at the third step of the grievance procedure, as set forth in Article V of this Agreement.
- 3. Should it be decided that an employee has been suspended or discharged without just cause, such employee shall be reinstated without loss of seniority and will be paid for the hours the employee would have worked less any deductions required by law. Pay for this purpose shall be for his regular hours worked for each week lost at the employee's average hourly rate of earnings for the two (2) week period immediately preceding the suspension or discharge exclusive of overtime premium, but including night shift bonus for that period of

time the employee would have worked on the night shift if the employee is a regularly assigned night shift worker.

- 4. This Article shall not apply to probationary employees.
- 5. Employees who are suspended or discharged in accordance with provisions of this Article or who resign shall not be entitled to any compensation other than wages due them or to any other benefits under this Agreement except as provided in Article VIII, Vacations.
- 6. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent thereof, shall not be made in public and shall be subject to the grievance procedure. Any dismissal or suspension shall be considered disciplinary action and shall be subject to the grievance procedure.

### 7. Application to the Job:

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- a. It is recognized that sound, equitable, and competitive work practices are an essential ingredient to the establishment of a climate for the growth and the security of job opportunities at the Board of Education. In connection with this recognition, such practices as are listed below will subject any employee engaging in such activities to immediate suspension or discharge:
- (1) Stopping work prior to the end of a shift, or extensive absence from a work station without permission.
- (2) Complete disregard to rules and regulations as set forth by the Director of Plant Facilities, provided such regulations do not violate the terms of this Agreement.
- (3) The possession and/or consumption of any alcoholic beverage, drugs, or other substance which may impair the work performance of any employee.

- (4) All new regulations shall be presented to the Association Executive Board at least one (1) week for review prior to implementation.
  - b. The general lateness procedure shall be as follows:
- (1) For lateness of more than five (5) minutes up to fifteen (15) minutes, dock fifteen (15) minutes pay. For lateness in excess of fifteen (15) minutes, dock pay in fifteen (15) minute intervals, such as for lateness of sixteen (16) minutes to thirty (30) minutes, dock thirty (30) minutes pay.
- (2) If late for any length of time of one (1) minute or more for a combined total of more than five (5) times in any two (2) consecutive pay periods, the employee be suspended without pay for one (1) day. If five (5) such suspensions have been imposed in any school year, the employee can be terminated with review limited to the procedural aspects only.

All employees with less than sixty (60) days continuous service shall be subject to discharge without recourse, provided such discharge shall not be used by the Board for the purpose of discrimination against employees because of membership in or legitimate activity in the Association.

### ARTICLE XXIII MISCELLANEOUS PROVISIONS

- A. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of their duties within the scope of their employment.
- B. Effective July 1, 1998, teaching staff members who have perfect attendance in any given month shall be permitted to leave fifteen (15) minutes early in the following month on Wednesday, Thursday and Friday.
- C. Teaching staff members shall have direct access to the copying machines in each building for professional purposes.
- D. Employees shall report all accidents immediately.

### E. Defense of Legal Actions

- employee in the unit for any act or omission arising out of and in the course of the performance of his duties, the Board agrees to defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom, provided, however, that the Board retains the right to designate the legal counsel who will so represent the employee and to control the course of said litigation.
- 2. In the event that any criminal action may be instituted against any employee for any act or omission arising out of and in the course of the performance of his duties, which proceeding is dismissed or terminated with a final disposition in favor of the employee so accused, the Board agrees that it will reimburse said employee for the reasonable cost of defending such proceedings, including reasonable counsel fees and reasonable expenses incident to the hearing, trial, or appeal.
- 3. Any employee involved in an accident arising out of or during the course of his employment shall immediately report said accident and any physical injury sustained therein to the employee's supervisor. This report shall be reduced to writing by the employee before going off duty or as soon thereafter as reasonably practicable. The failure of any employee to comply with this provision shall render the employee subject to appropriate disciplinary action by the Board.
- When an employee is required to appear in any court to testify on behalf of the Board with respect to any event arising out of or occurring during the course of the employee's employment, the employee shall be reimbursed by the

Board for any pay which the employee would have earned in the Board's employment during the period in question.

5. Security Aides shall be paid appropriate compensation for appearance in court or at police stations when such appearances extend beyond their contractual work day.

### F. Distribution of Tools

The Board agrees that it will provide each employee in the building maintenance, ground maintenance, and pool maintenance category with a set of general tools. The tools so provided by the Board will be inventoried when assigned, and the person to whom they are assigned will be responsible to reimburse the Board for cost of replacing any tools assigned to them which are thereafter lost. The Board further agrees to provide on a "pool" basis for periodic use in the district those tools. The parties hereto recognize that the tools are required for special use on a non-continuing basis, and the same will be available for use as required in accordance with such guidelines as are established and promulgated by the Director of Plant Facilities.

### ARTICLE XXIV ADMINISTRATION OF CONTRACT

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis or race, creed, color, or religion, national origin, sex, domicile, marital status or disability.

- D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or certified mail letter at the following addresses:
- If by the Association to the Board at Willingboro Township Board of Education, Board Secretary, Country Club Administration Building, 440 Beverly-Rancocas Road, Willingboro, NJ 08046.
- 2. If by the Board to Association at President, Willingboro Education Association, Suite 3H, East Ridge Plaza, 621 Beverly Rancocas Road, Willingboro, NJ 08046.
- 3. During the summer months, notification to the Association President will be sent to his/her home address as listed in the District directory or as directed by that person.

### ARTICLE XXV SCHOOL CALENDAR

The Association and the administration shall jointly endeavor to develop a calendar for the school years covered by this Agreement to be recommended to the Board for its approval. In the event that the Association and the administration cannot agree upon a calendar, each shall submit its respective proposals to the Board.

### ARTICLE XXVI TERM AND DURATION

The terms and provisions of this Agreement shall become effective as of July 1, 2011 unless otherwise provided in any specific Article hereof. The terms and provisions hereof shall expire on June 30, 2014 unless otherwise specified in any specific Article hereof.

IN WITNESS WHEREOF, th	he parties hereto have caused the nands of their
respective organizations to be	e affixed this <u>10</u> day of <u>Drieva Wev</u> . 2012.
A LITEST	BOARD OF EDUCATION OF THE TOWNSHIP OF WILLINGBORG
Board Secretary	Dennis Tunstall, President

WILLINGBORO EDUCATION
ASSOCIATION
Vickt Benedict, WEA President

Kith Chiolan, WEA Vice President

Shen Fitzpatrick, Negotiations Chairperson

### MEMORANDUM OF UNDERSTANDING

- The parties agree that no sabbaticals shall be taken during the term of this agreement.
- 2. The parties agree to add one additional professional development day to the 2013-2014 school year. That one additional day shall sunset on 6/30/2014. The parties agree to create a committee to come up with the topics for the one additional professional development day. The committee will consist of 3 administrators, 1 board member, and 3 teachers (one from each school level elementary, middle and HS). The 3 teacher members of the committee will be appointed by the WEA, and the 1 board member will be appointed by the Board President.

ATTEST: BOARD OF EDUCATION OF THE TOWNSHIP OF WILLINGBORO

Board Secretary Dennis Tunstall, President

ATTEST: WILLINGBORO EDUCATION

Vicki Benedict, WEA President Kim Chiolan. WEA Vice President

Sheri Fitzpatrick, Negotiations Chairperson

# WEA CERTIFIED STAFF SALARY GUIDES 2011/2012 SCHEDULE A 1

BACHE	BACHELOR'S	BACHE	BACHELOR'S 30	MAS	MASTER'S	MAST	MASTER'S 30	Stands	DOCTORATE
	Guide		Guide	i	Guide	4	Guide	ě	Guide
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
	49,407	· was	51,865	free	55,225	ψ.co <del>.</del>	56,716	фин	56,876
2	49,708	7	52,167	7	55,526	7	57,018	2	57,177
ෆ	50,010	೮	52,468	ന	55,828	ಜ	57,319	m	57,479
ব	50,512	ব	52,971	4	56,330	ব	57,822	4	57,981
5	51,015	\$	53,473	S	56,833	က	58,324	S	58,484
9	53,150	9	55,609	9	28,967	9	60,460	Q	60,620
7	55,190	7	57,127	1	60,537	7	62,050	7	62,277
80	57,219	∞	59,462	ထ	62,877	∞	64,525	80	64,648
G	59,142	ဘ	61,423	6	64,904	ග	66,649	თ	66,761
10	61,130	10	62,723	10	67,142	10	68,845	<b>\$</b>	68,954
-	63,187	<del>den</del> Am	65,558	έш. £ш.	69,181	<del></del>	71,117	***** ****	71,247
12	65,325	12	67,490	12	71,435	12	73,474	12	73,829
13	67,534	5	69,741	13	73,764	5	75,910	13	76,520
4	69,821	14	72,079	4	76,181	4	78,433	14	79,300
2	72,192	3	74,498	15	78,681	5	81,049	र्ट	82,178
16	74,645	16	77,000	16	80,784	16	83,758	16	85,164
17	77,304	11	79,592	17	83,953	17	86,562	17	88,254
8	81,554	18	83,034	18	86,732	48	89,460	<u>\$</u>	91,454
40	85,034	10	87,186	19	89,606	19	92,226	19	94,769
		20	89,547	20	93,032	70	95,587	20	98, 195
				21	94,921	21	98,805	21	101,749
						22	101,771	22	106,528
								23	111,042

# WEA CERTIFIED STAFF SALARY GUIDES 2012/2013 SCHEDULE A 2

BACH	BACHELOR'S	BACHEL	BACHELOR'S 30	MAS	MASTER'S	MAS	MASTER'S 30	Second .	DOCTORATE
Sep	Guide	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary
-	49,612	deces	52,070	square	55,430	Ánne	56,921	Season	57,081
7	49,913	2	52,372	Z	55,731	8	57,223	~	57,382
ಣ	50,215	ec	52,673	ന	56,033	ധ	57,524	ಚ	57,684
ব	50,717	4	53,176	ব	56,535	マ	58,027	4	58,186
တ	51,220	တ	53,678	S	57,038	S	58,529	5	58,689
9	53,355	9	55,814	9	59,172	9	60,665	ගු	60,825
~	55,395	_	57,332	7	60,742	-	62,255	1-	62,482
ထ	57,424	ထ	59,667	ထ	63,082	ထ	64,730	00	64,853
ග	59,347	6	61,628	ග	65,109	6	66,854	6	996,99
10	61,335	0	62,928	10	67,347	10	69,050	10	69,159
d	63,392	Same	65,763		69,386	4 4	71,322	<del></del>	71,452
12	65,530	12	67,695	12	71,640	12	73,679	12	74,034
13	67,739	13	69,946	5	73,969	13	76,115	భ	76,725
<u>4</u>	70,026	4	72,284	4	76,386	14	78,638	4	79,505
15	72,397	5	74,703	15	78,886	15	81,254	45	82,383
16	74,850	16	77,205	9	80,989	16	83,963	16	85,369
17	77,509	-	79,797	17	84,158	17	86,767	17	88,459
<del>2</del>	81,759	18	83,239	18	86,937	18	89,665	18	91,659
19	86,034	19	87,391	19	89,811	19	92,431	19	94,974
		20	90,547	20	93,237	20	95,792	20	98,400
				21	95,921	21	99,010	21	101,954
						22	102,771	22	106,733
								23	112,042

# WEA CERTIFIED STAFF SALARY GUIDES 2013/2014 SCHEDULE A 3

BACE	BACHELOR'S	BACHEL	BACHELOR'S 30	MAS.	MASTER'S	MAST	MASTER'S 30	<u></u>	DOCTORATE
Step	Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary
	50,015	t-ese	52,473	ques	55,833	house	57,324	Acces	57,484
2	50,115	2	52,573	N	55,933	2	57,424	2	57,584
3	50,215	ന	52,673	3	56,033	က	57,524	ಣ	57,684
ব	50,717	ব	53,176	4	56,535	ঝ	58,027	ব	58,186
သ	51,220	Ŋ	53,678	5	57,038	2	58,529	ເກ	58,689
Q	53,335	9	55,794	9	59,152	Q	60,645	9	60,805
7	55,375	7	57,312	7	60,722	1	62,235	7	62,462
80	57,404	ထ	59,647	00	63,062	82	64,710	80	64,833
6	59,327	Ō	61,608	6	65,089	တ	66,834	6	66,946
9	61,315	9	62,908	Ç	67,327	10	060'69	9	69,139
Smr.	63,372	-Server	65,743	shows deman	69,366	don.	71,302	Server Server	71,432
12	65,510	12	67,675	12	71,620	12	73,659	12	74,014
Ę	67,739	5	69,946	13	73,969	2	76,115	13	76,725
ব	70,026	4	72,284	7	76,386	14	78,638	14	79,505
ň	72,397	35	74,703	15	78,886	5	81,254	15	82,383
9	75,375	9	77,205	9	686'08	16	83,963	16	85,369
11	79,100	17	79,697	1	84,058	17	86,667	17	88,359
3	82,934	35	83,300	8	86,837	₩	89,565	18	91,559
9	86,934	5	87,293	9	89,711	19	92,331	19	94,874
		20	91,447	20	93,137	20	95,692	20	98,300
				21	96,821	21	99,681	21	102,723
						22	103,671	22	107,346
								23	112,176

### SCHEDULE B

Compensation for twelve-month employees shall be determined in accordance with the following ratio guide:

Psychologist	1.2
Counselors, Social Workers And Learning Disability Teacher Consultants	1.2
T.V. Specialist	1.2
T.V. Program Director	1.2

WILLINGBORO EDUCATION ASSOCIATION		HONORARIUM GUIDES
	2011	2014
	Levitt	
ATHLETICS	Memoria	WHS
Head Football Coach	ijin yag i associayan co	6324
Assi Football Coach (5)		4518
Freshman Football Coach	4518	2
Asst Freshman Football Coach (2)	3615	
Head Soccer Coach (Male)		4968
Asst. Soccer Coach (Male) (2)		3615
Head Soccer Coach (Female)	- Approximately	4968
Asst. Soccer Coach (Fernale) (2)	********	3615
Cross Country (Male)	or gradevi-	4048
Tennis (Female)	********	3163
Tennis (Male)	. An / . AN	3163
Basketball Coach (Male)	g, senso	5873
Asst. Basketball Coach (Male) (2)		4968
Basketball Coach (Female)	A TO YOUR OR THE TOTAL OR THE T	5873
Asst. Basketball Coach (Female (2)	***************************************	4968
Freshman Basketball (Male)	4968	
Freshman Basketball (Female)	4968	
Head Wrestling		5873
Asst. Wrestling (2)		4968
Head Cheerieading	ne some verse	2666
Asst. Cheerleading	2000	1577
Head Freshman Soccer (Male)	· Name of Particular States	3615
Asst. Freshman Soccer (Male)	<del></del>	2798
Head Freshman Soccer (Female)	3615	
Asst. Freshman Soccer (Female)	north accord	2798
Cross Country (Fernale)	normal de la Confessione	4048
Freshman Cross Country	<b>BR</b> AND AV AN	3036
Asst. Freshman Basketball (Male)	000000 1 2 Tours	3615
Asst. Freshman Basketball (Female)	yangan kandan da	3615
Head Freshman Wrestling		4968
Asst. Freshman Wrestling	-	3615

WILLINGBORD EDUCATION ASSOCIATION - HONORARIUM GUIDES

	201	2014
and make the	Levitt	
ATHLETICS	Memorial	SHS
Freshman Cheerleading	1577	
Head Winter Track (Male)		4704
Asst. Winter Track (Male)		4048
Asst. Winter Track (Male)		4048
Head Winter Track (Female)		4704
Asst. Winter Track (Female)		4048
Head Swimming (Male)		4927
Head Swimming (Female)		4927
Colf		3163
Head Softball		4968
Asst. Softball		4048
Asst. Softball		4048
Head Freshman Softball	4048	
Asst Freshman Softball		3036
Head Baseball		4967
Asst. Baseball (2)		4048
Head Freshman Baseball		
Asst Freshman Baseball		3036
Head Track (Male)		5873
Asst. Track (Male) (4)		4048
Head Track (Female)		5873
Asst. Track (Female) (4)		4048
Head Freshman Track (Male)	4048	
Asst. Freshman Track (Male)	3037	
Head Freshman Track (Female)	4048	
Soccer 6th, 7th & 8th Grade (Male)	3615	
Soccer 6th, 7th & 8th Grade (Fernale)	3615	
Basketball Coach 6th, 7th & 8th Grade (Male)	4968	
Basketball Coach 6th, 7th & 8th Grade (Female)	4968	
Softball Coach 6th, 7th & 8th Grade	4048	
Baseball Coach 6th, 7th & 8th Grade	4048	
Track Coach 6th, 7th & 8th Grade (Male)	4048	
Lacrosse Coach 6th, 7th & 8th Grade	3615	

WILLINGBORO EDUCATION ASSOCIATION - HONORARIUM GUIDES

	2011 - 2014	2014	
	Levitt		
ATHLETICS	Метопа	WHS	
Head Lacrosse		4968	
Asst. Lacrosse (2)		3615	
Athletic Manager	6343	8164	
Weight Training - Fall		2798	
Weight Training - Winter (2)		2798	
Weignt Training - Spring		2798	
Weight Training - Summer		4167	
General Detention - Secondary (3)	3732	3732	
Freshman Lacrosse Asst Freshman Lacrosse Athletic Trainer/Weight Trainer		3615 2798 20060	

SCHEDULE C-4

WILLINGBORD EDUCATION ASSOCIATION - HONORARIUM GUIDES

DISTRICT/ELEMENTARY	2011 - 2014
District Head Nurse General Detention - Elementary (7)	4462
Safety Patrol (7)	1897
District Chorus	, <del>, , , , , , , , , , , , , , , , , , </del>
Asst. District Chorus	911
Asst. Chorus Director District Band	1131
Asst. District Band	5
District Orchestra	13,
Asst. District Orchestra	010
Substance Awareness Coordinator	5200
Peer Facilitator	3744
Asst. Peer Facilitator	934
Network 3 Assistants	999
Elementary Fine Arts Director (7)	1471
Elementary Computer (7)	3394
Affirmative Action Officer	8670
Drug Free	3932

SCHEDULE C. 5

WILLINGBORD EDUCATION ASSOCIATION - HONORARIUM GUIDES

	2011 - 2014	2014
	Levitt	
SECONDARY SCHOOLS	Memoriai	SHS
DECA		1131
L ON U	£	1131
V.I.C.A.	134	1131
FBLA		1131
H.O.S.A.		1131
Dance Theatre Workshop	1131	1131
international Club	496	681
Academic Competition Act.Adv	1562	1562
TV Lead Teacher		2398
TV Prod. Asst.		1562
S.A.T. Facilitator		3732
meract		581
#1 Club Moderator		1093
Asst. #1 Club Moderator	911	911
#1 Club Photographer	637	637
Audio Visual	2398	2398
Psychodrama Club		1214
Ballroom Dancing		2731
Intramurals	2731	2731
Intramurals	2731	
Young Leaders Club (2)	1131	
Garden Club	131	
After School Business Club	1131	
Arts and Crafts Club	1131	:
Heritage Player Advisor Heritage Play Co-Advisor		1084

SCHEDULE C.6

WILLINGBORD EDUCATION ASSOCIATION - HONORARIUM GUIDES

SECONDARY SCHOOLS Marching Band
Asst. Marching Band (3) Asst. Marching Band (Fronts (3))
Concert Jazz Band
)
mgana afanca
Jr. Class Advisor
, ag our service
e de provincio de la composició de la co
National Honor Society
t.
0.000 (a.v.).) (va
er od oktober
Coordinator/Micro Computer (D)
Yearbook Financial Advisor
ware deriv
um kalinda
***************************************
grae (*Peudos - Pi)
A Park A A A A A A A A A A A A A A A A A A A

WEA SECRETARIAL/CLERICAL/CLASS A, CLASS B, CLASS C GUIDES 2011/2012

CLASSC		Guide Salary	25,989	27,290	28,653	30,086	31,589	33,170	34,827	36,569	38,396	40,319	42,335	44,450								
ပ		Step	heer	2	er)	4	5	ဖ	1	80	ත	10	4	12								
CLASS B		Guide Salary	32,568	32,852	33,111	33,384	35,436	36,512	38,128	41,171	42,405	43,678	44,987	46,338								
		Step	· Janes	8	<b>м</b>	4	ಬ	9	7	ထ	6	10	=	12								
CLASS A		Guide Salary	39,047	39,296	39,554	39,828	41,703	43,581	45,455	47,332	48,753	50,215	51,721	53,272								
J		Step	- Special Control	0	8	4	S	9	1	Ø	o,	10	<del></del>	12								
CLASS 5	Admin. Sec.	Guide Step Salary									34,200	36,075	37,951	39,828	41,703	43,581	45,455	47,332	48,753	50,215	51,721	53,272
	Adm	Step		2	(**)	<b>サ</b>	3	Q	7	œ	တ	10	den: Aum	12	13	4	15	16	11	18	19	20
CLASS 4	12 Mo. Sec.	Guide Salary	29,111	29,372	29,613	29,856	30,097	30,339	30,579	31,417	32,724	34,458	36,195	37,599	39,005	41,205	43,038	46,131	47,515	48,940	50,409	51,920
	~	Step	· em	Ø	ಣ	4	ഹ	ထ	-	80	O	10	<del>/</del>	12	£.	4	15	16	2	18	19	20
CLASS 3	12 Mo. Clerk	Guide Step Salary	25,508	25,749	25,991	26,232	26,474	26,715	26,956	27,198	28,705	30,259	31,816	33,384	35,436	36,512	38,128	41,171	42,405	43,678	44,987	46,338
	2	Step	denn	7	ಣ	4	S	9	7	ထ	6	10	6000 6000	12	ű	4	15	16	17	18	19	20
CLASS 2	10 No. Clerk	Guide Step Salary	21,257	21,498	21,740	21,980	22,223	22,464	22,706	22,947	23,913	25,311	26,710	28,108	29,505	31,157	32,809	34,458	35,494	36,559	37,656	38,783
	10	Step	4	2	ಣ	ব	ស	හ	~	æ	6	10	hom hom	12	13	7	15	16	17	18	19	20

WEA SECRETARIAL/CLERICAL/CLASSA, CLASS B, CLASS C GUIDES 2012/2013

CLASS 3		CLASS 4		CLASS 5	*****	CLASS A	**-	CLASS B		CLASSC
12 Mo. Clerk	~	12 Mo. Sec.	Ad	Admin. Sec.						
Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide Salary	Step	Guide
25,508	·	29,111	*******		fere	39,047	***	32,568	<del></del>	25,989
25,749	N	29,372	7		C	39,296	O	32,852	2	27,290
25,991	CL3	29,613	<b>с</b>		က	39,554	ಣ	33,111	8	28,653
26,232	マ	29,856	4		ধ	39,828	ব	33,384	4	30,086
74	വ	30,097	5		9	41,703	5	35,436	2	31,589
26,715	9	30,339	9		9	43,581	9	36,512	ဖ	33,170
26,956	7	30,579	7		7	45,455	7	38,128	7	34,827
27,198	<b>\pi</b>	31,417	œ		œ	47,332	Ø	41,171	හ	36,569
28,705	රා	32,724	6	34,200	6	48,753	6	42,405	O	38,396
30,259	2	34,458	10	36,075	10	50,215	10	43,678	10	40,319
(0)	<del></del>	36,195	****	37,951	has han	51,721		44,987	<del></del>	42,335
48	7	37,599	12	39,828	12	54,337	12	47,264	12	45,339
	$\tilde{\omega}$	39,005	5	41,703						
12	4	41,205	4	43,581						
<b>α</b> Ω	5	43,038	15	45,455						
7.1	9	46,131	16	47,332						
05	17	47,515	7	48,753						
œ	3	48,940	18	50,215						
87	9	50,409	ਹ	51,721						
64	20	52 959	20	54,337						

WEA SECRETARIAL/CLERICAL/CLASSA, CLASS B, CLASS C GUIDES 2013/2014

CLASS C		Guide Salaz		27,290	28,653	30,086	31,589	33,170	34,827	36,569	38,396	40,319	42,335	46,019								
		Sec	, <del>, , , , , , , , , , , , , , , , , , </del>	2	ო	ব	5	မ	7	<b>∞</b>	6	10	A	12								
CLASS B		Guide Salary		32,852	33,111	33,384	35,436	36,512	38,128	41,171	42,405	43,678	44,987	47,973								
-		Steo	in the second	2	n	4	လ	9	7	ဆ	თ	10	4	12								
CLASS A		Guide	39.047	39,296	39,554	39,828	41,703	43,581	45,455	47,332	48,753	50,215	51,721	54,337								
		Step	de not	2	(C)	ব	5	9	7	ω	6	10	6 4	12								
CLASS 5	Admin. Sec.	Guide Salary									34,200	36,075	37,951	39,828	41,703	43,581	45,455	47,394	49,333	51,272	53,211	55,153
	Adr	Step	ne aprilem	O	3	な	S	9	7	∞	6	10	ф ф	12	t	4	15	16	17	18	10	20
CLASS 4	12 Mo. Sec.	Guide		29,372	29,613	29,856	30,097	30,339	30,579	31,417	32,724	34,458	36,195	37,599	39,005	41,205	43,038	45,181	47,324	49,467	51,610	53,753
	12	Step	•	7	ന	4	5	ဖ	1	00	ග	10	А А	12	5	4	15	16	17	\$	9	20
CLASS 3	12 Mo. Clerk	Guide Salary	25,508	25,749	25,991	26,232	26,474	26,715	26,956	27,198	28,705	30,259	31,816	33,384	35,436	36,512	38,128	40,097	42,066	44,035	46,004	47,973
	12.0	Step	· ·	Q	ಣ	4	9	9	1	œ	6	10	Åren Aren	12	13	14	15	16	17	$\tilde{\infty}$	19	20
CLASS 2	10 MO. Clerk	Guide		21,498	21,740	21,980	22,223	22,464	22,706	22,947	23,913	25,311	26,710	28,108	29,505	31,157	32,809	34,278	35,747	37,216	38,685	40,152
-	2	Step	· ·	2	3	4	ಬ	တ	1	∞	5	9	<del></del>	12	13	4	5	16	17	<del>2</del>	9	20

## SCHEDULE E WEA SUPPORT STAFF SALARY GUIDES - CUSTODIANS (8 HOURS)/GROUNDS (8 HOURS) 2011-2014

20	011/2012	2	012/2013	2	013/2014
	Guide		Guide		Guide
Step	Salary	Step	Salary	Step	Salary
1	22,276	1	22,276	1	22,276
2	22,693	2	22,693	2	22,693
3	23,417	3	23,417	3	23,417
4	24,085	4	24,085	4	24,085
5	24,673	5	24,673	5	24,673
6	25,276	6	25,276	6	25,276
7	25,919	7	25,919	7	25,919
8	26,592	8	26,592	8	26,592
9	27,286	9	27,286	9	27,286
10	28,040	10	28,040	10	28,040
11	28,761	11	28,761	11	28,761
12	29,512	12	29,512	12	29,512
13	30,324	13	30,324	13	30,324
14	31,136	14	31,136	14	31,136
15	31,971	15	31,971	15	31,971
16	32,827	16	32,827	16	32,827
17	33,707	17	33,707	17	33,707
18	34,610	18	34,610	18	34,610
19	35,538	19	35,538	19	35,538
20	36,533	20	36,533	20	36,533
21	37,556	21	37,556	21	37,556
22	38,608	22	38,608	22	38,608
23	39,688	23	39,688	23	39,688
24	40,803	24	41,619	24	42,243
Off		Off		Off	
Guide	42,521	Guide	43,371	Guide	44,022

SCHEDULE F
WEA SUPPORT STAFF SALARY GUIDES - MAINTENANCE 2011-2014

2(	011/2012 Guide	26	012/2013 Guide	20	13/2014 Guide
Step	Salary	Step	Salary	Step	Salary
1	24,874	1	24,874	1	24,874
2	25,658	2	25,658	2	25,658
3	26,466	3	26,466	3	26,466
4	27,299	4	27,299	4	27,299
5	28,159	5	28,159	5	28,159
6	29,067	6	29,067	6	29,067
7	29,961	7	29.961	7	29,961
8	30,879	8	30,879	8	30,879
9	31,806	9	31,806	9	31,806
10	32,879	10	32,879	10	32,879
11	33,928	11	33,928	11	33,928
12	35,008	12	35,008	12	35,008
13	36,289	13	36,289	13	36,289
14	37,508	14	37,508	14	37,508
15	38,768	15	38,768	15	38,768
16	40,070	16	40,070	16	40,070
17	41,441	17	41,441	17	41,441
18	42,933	18	42,933	18	42,933
19	44,478	19	44,478	19	44,478
20	46,080	20	46,080	20	46,080
21	47,803	21	47,803	21	47,803
22	49,591	22	49,591	22	49,591
23	51,491	23	52,521	23	53,309

## SCHEDULE G WEA SUPPORT STAFF SALARY GUIDES LICENSED ELECTRICIAN, BOILER ENGINEER, PLUMBER, MECHANIC, MASTER CARPENTER, LOCKSMITH 2011-2014

20	011/2012	20	012/2013	20	13/2014
	Guide		Guide		Guide
Step	Salary	Step	Salary	Step	Salary
1	28,147	1	28,147	1	28,147
2	28,365	2	28,365	2	28,365
3	28,584	3	28,584	3	28,584
4	28,802	4	28,802	4	28,802
5	29.021	5	29,021	5	29,021
6	29,734	6	29,734	6	29,734
7	31,154	7	31,154	7	31,154
8	32,573	8	32,573	8	32,573
9	33,990	9	33,990	9	33,990
10	35,410	10	35,410	10	35,410
11	36,828	11	36,828	11	36,828
12	38,247	12	38,247	12	38,247
13	39,667	13	39,667	13	39,667
14	41,085	14	41,085	14	41,085
15	42,504	15	42,504	15	42,504
16	43,925	16	43,925	16	43,925
17	45,344	17	45,344	17	45,344
18	46,763	18	46,763	18	46,763
19	48,182	19	48,182	19	48,182
20	49,066	20	49,066	20	49,066
21	50,602	21	50,602	21	50,602
22	52,224	22	52,224	22	52,224
23	53,969	23	55,048	23	55,874

SCHEDULE H
WEA SUPPORT STAFF SALARY GUIDES - WAREHOUSE 2011-2014

20	011/2012	2	2012/2013	2	013/2014
Step	Guide Salary	Step	Guide Salary	Step	Guide Salary
or con jur	-		, outury	O LO P	waita, y
1	23,994	1	23,994	1	23,994
2	24,213	2	24,213	2	24,213
3	24,432	3	24,432	3	24,432
4	24,651	4	24,651	4	24,651
5	24,869	5	24,869	5	24,869
6	25,088	6	25,088	6	25,088
7	25,634	7	25,634	7	25,634
8	26,606	8	26,606	8	26,606
9	27,450	9	27,450	9	27,450
10	28,729	10	28,729	10	28,729
11	30,009	11	30,009	11	30,009
12	31,291	12	31,291	12	31,291
13	32,570	13	32,570	13	32,570
14	33,850	14	33,850	14	33,850
15	35,130	15	35,130	15	35,130
16	36,411	16	36,411	16	36,411
17	37,691	17	37,691	17	37,691
18	38,971	18	38,971	18	38,971
19	40.251	19	40,251	19	40,251
20	41,534	20	41,534	20	41,534
21	42,812	21	42,812	21	42,812
22	44,091	22	44,091	22	44,091
23	45,372	23	45,372	23	45,372
24	46,652	24	46,652	24	46,652
25	47,687	25	48,641	25	49,371

SCHEDULE I
WEA SUPPORT STAFF SALARY GUIDES - SECURITY OFFICER (8 Hr.)
2011 - 2014

20 Step	011/2012 Guide Salary	20 Step	012/2013 Guide Salary	20 Step	013/2014 Guide Salary
1	17,387	4	17,387	1	17,387
2	17,736	2	17,736	2	17,736
3	18,089	3	18,089	3	18,089
4	18,451	4	18,451	4	18,451
5	18,819	5	18,819	5	18,819
6	19,197	6	19,197	6	19,197
7	19,580	7	19,580	7	19,580
8	20,050	8	20,050	8	20,050
9	20,502	9	20,502	9	20,502
10	21,005	10	21,005	10	21,005
11	21,544	1 1	21,544	11	21,544
12	22,160	12	22,160	12	22,160
13	22.914	13	22,914	13	22,914
14	23,202	14	23,202	14	23,202
15	23,919	15	23,919	15	23.919
16	24,773	16	24,773	16	24,773
17	25,674	17	25,674	17	25,674
18	26,546	18	26,546	18	26,546
19	27,476	19	27,476	19	27,476
20	28,391	20	28,959	20	29,393

SCHEDULE J
WEA SUPPORT STAFF SALARY GUIDES - TEACHER AIDE 3 Hr. 2011 - 2014

20	11/2012 Guide	20	012/2013 Guide	20	13/2014 Guide
Step	Salary	Step		Step	Salary
4	6,583	*	6,583	•	6,583
2	6,711	2	6,711	2	6,711
3	6,842	3	6,842	3	6,842
4	6,976	4	6,976	4	6,976
5	7,111	5	7,111	5	7,111
6	7,250	6	7,250	6	7,250
7	7,392	7	7,392	7	7,392
8	7,535	8	7,535	8	7,535
9	7,682	9	7,682	9	7,682
10	7,832	10	7,832	10	7,832
11	7.985	11	7,985	11	7,985
12	8,150	12	8,150	12	8,150
13	8,299	13	8,299	13	8,299
14	8,420	14	8,420	14	8,420
15	8,541	15	8,541	15	8,541
16	8,666	16	8,666	16	8,666
17	8,783	17	8,783	17	8,783
18	8,901	18	8,901	18	8,901
19	9,022	19	9,022	19	9,022
20	9,143	20	9,143	20	9,143
21	9,267	21	9,267	21	9.267
22	9,392	22	9,392	22	9,392
23	9,518	23	9,518	23	9,518
24	9,549	24	9,739	24	9,886

SCHEDULE K
WEA SUPPORT STAFF SALARY GUIDES - TEACHER ASSISTANT 6 Hr.
2011 - 2014

20	011/2012 Guide	20	)12/2013 Guide	20	13/2014 Guide
Step	Salary	Step	Salary	Step	Salary
1	13,291	1	13,291	1	13,291
2	13,543	2	13,543	2	13,543
3	13,801	3	13,801	3	13,801
4	14,063	4	14,063	4	14,063
5	14,330	5	14,330	5	14,330
6	14,589	6	14,589	6	14,589
7	14,851	7	14,851	7	14,851
8	15,118	8	15,118	8	15,118
9	15,330	9	15,330	9	15,330
10	15,564	10	15,564	10	15,564
11	15,762	11	15,762	11	15,762
12	15,983	12	15,983	12	15,983
13	16,209	13	16,209	13	16,209
14	16,434	14	16,434	14	16,434
15	16,664	15	16,664	15	16,664
16	16,897	16	16,897	16	16,897
17	17,125	17	17,125	17	17,125
18	17,356	18	17,356	18	17,356
19	17,581	19	17,581	19	17,581
20	17,811	20	17,811	20	17,811
21	18,042	21	18,042	21	18,042
22	18,276	22	18,276	22	18,276
23	18,514	23	18,514	23	18,514
24	18,743	24	19,118	24	19,405

SCHEDULE L
WEA SUPPORT STAFF SALARY GUIDES - TEACHER ASSISTANT 7 Hr.
2011 - 2014

20	)11/2012 Guide	20	)12/2013 Guide	20	13/2014 Guide
Step	Salary	Step	Salary	Step	Salary
1	15.301	*	15,301	***	15,301
2	15,553	2	15,553	2	15,553
3	15,811	3	15,811	3	15,811
4	16,073	4	16,073	4	16,073
5	16,340	5	16,340	5	16,340
6	16,599	6	16,599	6	16,599
7	16,861	7	16,861	7	16,861
8	17,128	8	17,128	8	17,128
9	17,340	9	17,340	9	17,340
10	17,574	10	17,574	10	17,574
11	17,772	11	17,772	11	17,772
12	17,993	12	17,993	12	17,993
13	18,219	13	18,219	13	18,219
14	18,444	14	18,444	14	18,444
15	18,674	15	18,674	15	18,674
16	18,907	16	18,907	16	18,907
17	19,135	17	19,135	17	19,135
18	19,366	18	19,366	18	19,366
19	19,591	19	19,591	19	19,591
20	19,821	20	19,821	20	19,821
21	20,052	21	20,052	21	20,052
22	20,286	22	20,286	22	20,286
23	20,524	23	20,524	23	20,524
24	20,753	24	21,168	24	21,486