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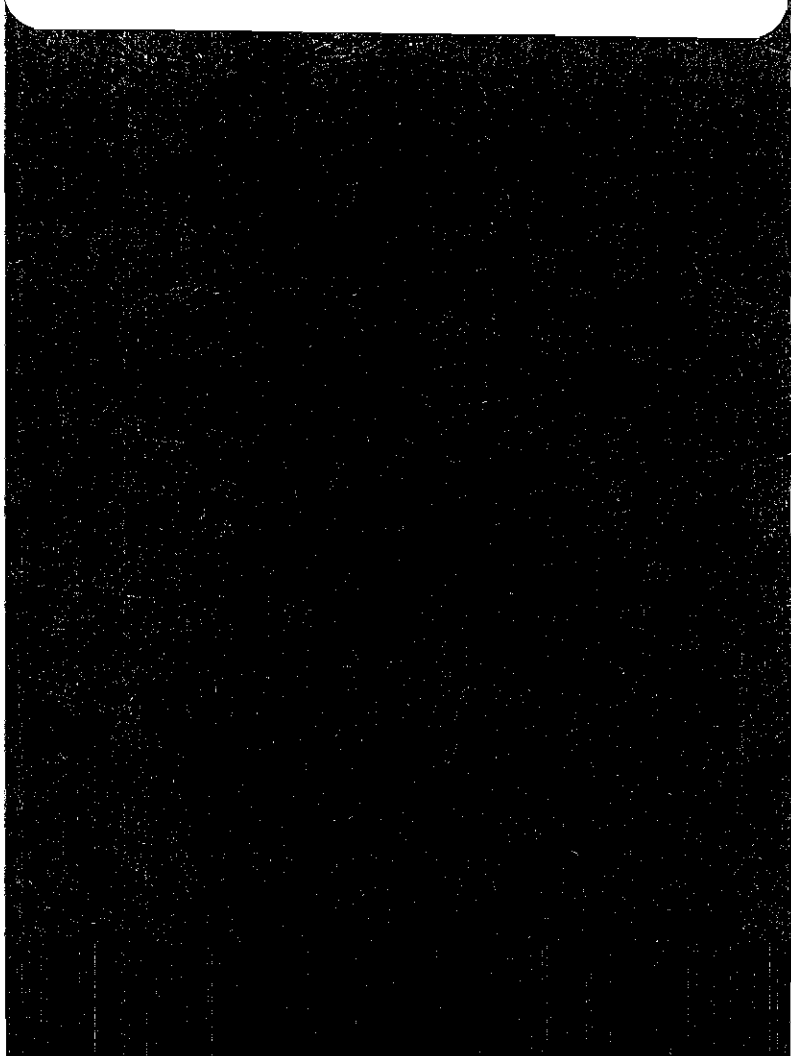
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Winfield Township Board of Education

and  
Winfield Park Board

WINFIELD TOWNSHIP SCHOOL  
AGREEMENT

X July 1, 1988 - June 30, 1991



A G R E E M E N T

Dated: April 18, 1989  
Effective: (July 1, 1988)

Between

BOARD OF EDUCATION OF THE TOWNSHIP OF WINFIELD

And

WINFIELD PARK TEACHERS' ASSOCIATION

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This Agreement made this                    day of                    , 198 , by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WINFIELD, (sometimes hereinafter referred to as the "Board") and the WINFIELD PARK TEACHERS' ASSOCIATION, (sometimes hereinafter referred to as the "Teachers' Association").

WITNESSETH:

WHEREAS, the Board of Education of the Township of Winfield, pursuant to the laws of the State of New Jersey in such case made and provided, negotiated a collective bargaining agreement with the Winfield Park Teachers' Association, through negotiations in good faith, and

WHEREAS, the parties pursuant thereto have reached an agreement on all matters set forth in the agreement between the parties,

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions, this agreement is made effective this 1st day of September, 1986, by and between the Board of Education of the Township of Winfield and the Winfield Park Teachers' Association.

PURPOSE

The general purpose of this agreement is in the mutual interest of the Board of Education and its teachers to record the terms of the agreement between the parties signatory hereto arrived at through collective bargaining with respect to rates of pay and other conditions of employment.

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel under contract to the Winfield Township Board of Education as indicated herein: Classroom teachers, specialists, special education teachers, nurses and part-time child study team members.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and all matters conferred upon the Board of Education by statute retaining unto itself sole authority over managerial functions, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

1. to direct employees of the school district;
2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees;
3. to maintain the efficiency of the school district operations entrusted to them.
4. to determine the methods, means, and personnel by which such operations are to be conducted and
5. to take whatever actions may be necessary to carry out

the mission of the school district in situations of emergency.

ARTICLE 11  
NEGOTIATION PROCEDURE

- A. Negotiations will commence in the year preceding the termination of the agreement at a mutually agreeable date but not later than December 1st.
- B. Negotiations shall be conducted in accordance with rules adopted by the Public Employment Relations Commission. Any agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim based upon the interpretation, application or alleged violation of this agreement policy or administrative decisions affecting a teacher or group of teachers.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level settlements of grievances, which may, from time to time, arise related to the terms and conditions of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as is possible at every level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Teachers' Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. The time periods provided to the Association for the processing of a grievance and/or arbitration shall be regarded as maximum time periods; if there are any delays in the processing of a grievance or arbitration which go beyond the time periods provided, the grievance or arbitration shall be deemed waived. There shall be no extension to the aforesaid time periods except by mutual agreement of the Board and the Teachers'

Association in writing.

2. All grievances and responses shall be committed to writing.
3. In the event a grievance is filed which cannot be processed through all the steps in this grievance procedure by the end of the school year, which if unresolved until the beginning of the following school year, could result in irreparable harm to a 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 is practicable.
4. Level One.

A teacher with a grievance shall first file and discuss it with his principal, with or without the participation of the Teachers' Association within five (5) school days from the occurrence with a deadline of one (1) week prior to the closing of school.

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered in writing to the principal, he may, within five (5) school days after a decision by the principal or fifteen (15) school days after the grievance was delivered to the principal, whichever is sooner, submit the grievance in writing to



the Board for discussion and resolution.

5. Level Two.

The Board shall make its decision within ten (10) days after the next scheduled public Board meeting; and, if such decision is not made in timely fashion, or if the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and/or the Teachers' Association and he/she/it wishes review by a third party he/she/it must file for arbitration within ten (10) days after receipt of the Board's decision or within ten (10) days of the date when the Board's decision was due. Neither the grievant nor the Teachers' Association shall be permitted to file for arbitration any matter concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- b. A complaint of a non-tenure teacher which arises by reason of his not being reemployed; or
- c. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.
- d. Any matter which according to law is either beyond the scope of Board authority or limited to

unilateral action by the Board alone.

Nothing herein concerning a, b, c, and d, above shall be construed to deprive the grievant of any of his rights or remedies as allowed or provided under the Constitution, the Laws or Statutes of the State of New Jersey.

6. Level Three

In accordance with the time periods set forth in Level Two the grievant must submit in writing to the American Arbitration Association a request for arbitration located in New York City, New York, with a copy of said request to be sent to the Board of Education, attaching copies of any statements or exhibits filed therein.

a. The notices seeking arbitration shall request that the "AAA" submit panels of arbitrators to each of the respective parties to this agreement so that the parties may choose, independently, their right of selection which shall be filed directly with the "AAA". The party shall have the right to reject and/or fail to agree to three (3) separate panels of arbitrators and upon exhausting the three (3) panels, they shall so notify the "AAA" which, thereafter, shall select an arbitrator from a new panel listing not theretofore furnished to the parties.

b. The cost for the services of the arbitrator for

conducting the hearing and rendering a decision, including per diem expenses, if any, and actual and necessary travel, shall be borne equally by the Board and the Teachers' Association.

- c. It is understood and agreed that if either party uses the services of an attorney the expenses incurred will be borne by the party requesting such services.
- d. Expenses of witnesses for either side shall be borne by the parties producing such witnesses.
- e. The total costs of stenographers' records which may be made and transcripts thereof shall be paid by the parties ordering the same.
- f. In the event of arbitration, the Arbitrator shall have no power or authority to add to or subtract from or modify, in any way, the terms of this agreement.
- g. The Arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The Arbitrator's decision shall be in writing and will set forth his findings of fact, and conclusions on the issues submitted. The decision of the Arbitrator shall be final and binding upon the parties.
- h. Notwithstanding the time periods in which grievances

shall be presented and processed, it is recognized by the parties hereto that grievances be processed as rapidly as possible. The number of days indicated at each level of the grievance procedure should be considered as a maximum and every effort should be made to expedite the processing.

- i. Forms for filing grievances shall be prepared by the Superintendent, approved by the Teachers' Association, and shall be the forms used for the filing of grievances and answers thereto when required at Step Two as hereinabove provided.
- j. All grievance meetings and/or hearings as provided for herein shall be conducted in private and shall include only the grievant and/or his representatives and the Board of Education and/or its representatives.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Teachers' Association. When a teacher is not represented by the Teachers' Association, the Teachers' Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or

by any member of the administration against any party in interest, any building representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Teachers' Association, a grievance affects a group or class of teachers, the Teachers' Association may submit such grievance in writing to the principal directly.

ARTICLE IV  
TEACHERS' RIGHTS

- A. Pursuant to Chapter 303 P.L. of 1968 and Chapter 123 P.L. of 1974, the Board hereby agrees that every employee of the Board shall have the right to organize, join, and support the Teachers' Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under cover 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 teacher in the enjoyment of any rights conferred by the laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance,

complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey' School Law or other applicable New Jersey laws and regulations.
- C. No teacher may be prevented from wearing pins or reasonable identification of membership in the Teachers' Association or its affiliates.
- D. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or an agent or representative thereof, shall not be made public and be subject to the grievance procedure, herein set forth, if permitted by law.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Teachers' Association in response to requests it deems reasonable from time to time various available information concerning the teachers' interests which is in the area of public record, provided further the Board of Education is not obligated to prepare information in a form different than exists in the public record.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings,

he/she shall suffer no loss in pay.

- C. Representatives of the Teachers' Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Teachers' Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Teachers' Association and its representatives shall have the right and privilege to request the use of the school building for meetings after school or during lunch, provided that the meetings do not interfere with normal school operations. The request shall be made to the principal in advance of the time and place of all such meetings. Permission shall be granted if the request does not conflict with the efficient operation of the school. If deemed possible and practicable, the Teachers' Association shall have the right to use school facilities and equipment, excluding the Board Secretary's and principal's office equipment.
- E. The Teachers' Association shall have in the school building, the exclusive right to use and maintain the present bulletin board in the faculty lounge. Copies of all materials to be posted on such bulletin board shall be given to the principal. Materials considered inflammatory shall not be posted.

- F. The Teachers' Association shall have the right to use the school mail facilities and school mail boxes within reason upon the approval of the principal.
- G. The rights and privileges of the Teachers' Association and its representatives as set forth in this Agreement shall be granted only to the Teachers' Association as the exclusive representative of the teachers and no other organization.

ARTICLE VI  
TEACHING HOURS - WORK DAY - WORK YEAR

- A. Each employee shall have a normal work day of no more than seven (7) hours and fifteen (15) minutes, including a duty-free lunch period of at least thirty (30) minutes. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. It is expected that each teacher shall remain in his classroom for at least fifteen (15) minutes at the conclusion of each school day.
- B. All classroom teachers and specialists shall have one (1) preparation period per day for four (4) days of the week provided, however, that if a specialist is not available, then the classroom teacher shall be required to conduct the class. Such time shall be pro-rated for part-time teachers and for short weeks.
- C. The principal has the right to assign teachers, as needed, to supervision duties within the framework of the normal work day and the normal school schedule.



- D. After school professional meetings shall not exceed six (6) per month, nor last longer than 4:30 p.m., nor shall they be scheduled on Fridays. Except in an emergency, two (2) days' advance notice will be provided to employees of a meeting.
- E. On those days when a teacher is required to pull cafeteria and/or playground duty then the teacher shall be allowed to leave work after student dismissal.
- F. On those days when a teacher is required to pull detention duty then the teacher shall be allowed to leave work after student dismissal on the next subsequent work day.
- G. The provisions of paragraphs C. and D. shall be deferred if there is a faculty or committee meeting on such "compensatory" day(s).
- H. On the day of the Christmas program and graduation, teachers shall be released at the close of a four (4) hour instructional session.

ARTICLE VII  
TEACHER EMPLOYMENT

- A. A teacher's initial placement on the salary guide shall be negotiated by the teacher concerned and the Board. For placement on the salary guide credit for military service shall be granted pursuant to law. A teacher reemployed after being rified shall not be considered a new employee with respect to initial placement on the salary guide.
- B.1. Teachers with previous teaching experience in the Winfield School District shall, upon returning to the system, receive

full credit on the salary schedule for all additional outside United States public school teaching experience, military experience or alternative civilian service required by the Selective Service System up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that which they left provided the said teachers have worked to January 31 or later in the school year in which they left and/or have worked five (5) months or more in a school year.

2. Any teacher who has not been actively involved in teaching for more than five (5) consecutive years, shall be given credit for previous Winfield experience based on a formula of one year's credit for every two years previous experience. This formula shall not be applied to tenured teachers who are returning to service as a result of recall from a preferred eligibility list.

C. Any non-tenure teacher whose contract shall not be renewed will be notified in writing by April 30th. Upon written request of said teacher, the reasons for nonrenewal shall be given in writing. Upon written request of said teacher, the Board of Education shall grant an informal hearing concerning the non-renewal of the contract.

ARTICLE VIII  
SALARIES

A. The salaries of all teachers covered by this agreement are set forth in Schedules "A" and "B", which are attached hereto and made a part hereof.

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. If a majority of teachers elect to have ten (10%) percent of their monthly salary deducted from their pay, the Board will so arrange. These funds shall be paid to the teachers on the final pay in June.

3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

4. Every possible effort shall be made to see that teachers receive their final checks and the pay schedule for the following year on the last teachers' school day in June on condition all duties are completed.

B. 1. Teachers shall furnish official college transcripts to the principal when seeking adjustment of salaries, said transcripts shall become part of the official file. All credits must be approved by the principal and must be in a related teaching area. All salary adjustments must be approved by the Board of Education.

2. A teacher's salary shall be adjusted to his appropriate level on the Salary Guide for degree and/or accredited academic credit attained prior to September provided

that the Administration has been notified and that proof of acquired credit is submitted on or before the first day school starts in September of that school year.

1. If summer credits are being earned by a teacher, the teacher shall advise the Administrative Principal in writing on or before the time period above referred to, specifying the course title (s) and credits to be eligible for salary readjustment.

C. The Board shall upon presentation of proof of satisfactory completion, reimburse a teacher the cost of tuition up to Eighty-one (\$81.00) Dollars per credit for any courses approved in advance by the principal. Reimbursement shall be for up to six (6) credits per semester to a maximum of twelve (12) credits for any one person from July 1 through June 30. The reimbursement rate shall be at the rate of local college fees, but shall not exceed Eighty-one (\$81.00) Dollars per credit limited as hereinabove provided. The total cost, to the Board for tuition reimbursement for the teacher unit shall not exceed Two Thousand (\$2,000.00) Dollars per year.

D. Any teacher covered by this agreement who has served in the district for fifteen (15) years or longer, who retired and withdraws from the Teachers' Pension and Annuity Fund, at age fifty-five (55) or older, shall be entitled to be paid for accumulated unused sick days on the basis of Ten (\$10.00) Dollars per day up to a total sum not to exceed One Thousand

(\$1,000.00) Dollars.

ARTICLE IX  
TEACHER ASSIGNMENT

- A. 1. If possible, attempts shall be made to give written notice of the teachers' schedules, class and/or subject assignments, room assignments, and schedule for the forthcoming year no later than May 31st.
- 2. The principal shall give notice of assignments to new teachers as soon as possible.

ARTICLE X  
TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- B. A list of open positions in the school district shall be made available to all teachers. Teachers may request the positions, in order of preference, to which they desire to be transferred.
- C. A decision to assign or reassign a teacher is at the sole discretion of the Administrative Principal.

ARTICLE XI  
TEACHER FACILITIES

- A. The school, if practicable, shall have the following facilities:
  - 1. Space in each classroom in which teachers may store instructional materials and supplies.
  - 2. An appropriate furnished room shall be reserved for the

usage of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff at the end of the school day.

3. A serviceable desk, chair, and filing cabinet in each classroom.
4. A well-lighted and clean teacher restroom, separate for each sex and separate from the students' restrooms.
5. A separate private dining area for the use of the teachers.
6. Copies of all texts used in each of the courses he is to teach.
7. Adequate chalkboard space in every classroom
8. Adequate books, paper, pencils, pens, chalk, erasers and such other material required in daily teaching responsibility shall be provided.
9. Duplicator for the school for the teachers' use.
10. Two large standing fans for placement in school to provide adequate ventilation during hot weather.
11. Two typewriters shall be provided in the teachers' lunchroom and in the library.

ARTICLE XII  
TEACHER-ADMINISTRATION LIAISON

- A. The Association shall select a Liaison-Committee for the school building which shall meet with the principal at least

once a month, during uncompensated hours, for the duration of the school year to review and discuss local school problems and practices.

Meetings of this Committee shall be in addition to the regularly scheduled faculty meetings.

- B. The Committee shall consist of three (3) teachers.

#### ARTICLE XIII SICK LEAVE

- A. Teachers who are hired or employed effective the first day of school in a school year shall be entitled to ten (10) sick days for the school year. Any teacher hired after the beginning of the school year or who works less than full time shall have the ten (10) sick days prorated at the rate of one (1) day per month from the date of hire and for part-time teachers the ten (10) days shall be prorated over their work schedule as it compares to full time employment.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

#### ARTICLE XIV TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
  - 1. Three (3) school days of absence for personal, legal, religious, business, household or family matters which

require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).

2. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, except if the teacher is a party or appears on behalf of a party to such proceeding against the Board in which case the teacher may be absent without pay or may use personal leave days.
3. For death in the immediate family, spouse, child, parent, brother, sister, mother-in-law, father-in-law, or any other member living in the employee's immediate household up to five (5) consecutive days in any one instance. Teachers shall be granted up to one (1) day in the event of death of any other relative not hereinabove mentioned.
4. An employee may be granted a temporary leave not to exceed five (5) days in any one school year for a serious illness of any relative living in the employee's immediate household upon receipt of a doctor's certificate indicating the nature of the illness and the need for the teacher to attend to such person and, further provided, the leave has been approved by the Administrative Principal.



5. The two week period for persons called into annual Reserve or National Guard training with his/her unit provided such obligation cannot be fulfilled on days when school is not in session.
6. Other leaves of absence with pay may be granted by the Board.
7. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XV  
EXTENDED LEAVES OF ABSENCE

- A. At the discretion of the principal and Board, Leave of Absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- B. Military Leave without pay shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction.
- C. Other Leaves of Absences without pay may be granted by the Board for good reason.
- D. All extensions or renewals of Leaves shall be applied for in writing as shall the determination.
- E. 1. Unpaid Maternity Leaves:
  - a. An employee may apply for an unpaid leave of absence

due to pregnancy. The application shall be accompanied by a statement from a physician confirming the pregnancy and the anticipated date of birth. If the Board gets sufficient notice the commencement date of the unpaid maternity leave shall be granted as requested. Such leave, when granted to a non-tenured employee, shall not extend beyond the term of the employee's then existing contract.

- b. When an unpaid maternity leave due to pregnancy is granted it cannot later be converted to a paid leave either pre-delivery or post-delivery related to that pregnancy.
- c. At the time of the grant of the unpaid maternity leave the applicant shall indicate to the Board of Education her intention of seeking a child rearing absence without pay following the delivery due to that pregnancy.
- d. A tenured teacher who has been granted an unpaid maternity leave and wishes a child rearing leave shall within thirty (30) calendar days after the delivery of the child apply to the Board of Education for an unpaid child rearing leave as hereinafter provided.
- e. If, in the opinion of the Administrative Principal, the employee's performance has substantially

declined from the time immediately prior to her pregnancy, he may require her to produce a certification from her physician that she is able to carry on her duties. If the pregnant teacher fails to produce certification from her physician that she is medically able to continue teaching, or the Administrative Principal rejects the certification from the teacher's physician, the teacher shall be directed to a physical examination by the Head of the Obstetrics Department at Rahway Hospital, at the Board's expense. The determination of this physician shall be binding upon the Board and the employee.

f. The terminal date of the leave may be modified upon application of the employee.

2. Paid Maternity Leaves:

- a. An employee seeking a pre-delivery medical sick leave is expected to work up to the time her doctor certifies that she is no longer able to work due to medical disabilities.
- b. If an employee seeks to establish a pre-delivery medical disability she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to work beyond the date set forth in the medical report. The period of medical disability shall not exceed

thirty (30) calendar days unless the doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with the pregnancy. In such cases where there is a claim for medical disability beyond thirty (30) days the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and/or extent of the disability the employee shall be referred to an obstetrician-gynecologist, certified as a specialist by Rahway Hospital, Rahway, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.

- c. If an employee seeks to establish a post-delivery medical disability she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to return to work within thirty (30) calendar days after the delivery due to the pregnancy for which a paid pre-delivery leave was granted. The period of medical disability shall not exceed thirty (30) calendar

days unless the doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with the pregnancy. In such cases where there is claim for medical disability beyond thirty (30) calendar days the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and or extent of the disability the employee shall be referred to the Head of the Obstetrics Department at Rahway Hospital, Rahway, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.

3. Child Rearing Leaves:

- a. An employee may apply for a child rearing leave, whether due to delivery of a natural child and/or an adoption. Such leave shall be granted without salary.
- b. Application for a child rearing leave shall be made within thirty (30) calendar days after the delivery of the child or in cases of adoptions as soon as the applicant knows that the adoptive child will be

delivered to the applicant.

- c. A child rearing leave of absence, if it is approved, in cases of a natural delivery will commence at the termination of the paid or unpaid maternity leave, and in cases of adoptions it will commence upon the delivery of the child to the adoptive parent.
- d. A child rearing leave shall be granted to the end of the school year in which the application was made and may be renewed by the employee for an additional school year if the child rearing leave commenced on or before April 1st and for an additional two (2) years if the leave commenced between April 1st and June 30th.
- e. Early Return. If an employee seeking a maternity leave suffers a miscarriage, a stillbirth and/or a child is born which requires being institutionalized then in any of those events the employee may request to terminate the leave previously granted. However it is understood that when the request is made for an early return the employee will be advised of the assignment available and a return date which the Board may fix not later than seventy-five (75) days from the date of the request to return. The employee, upon being advised of the assignment, will then exercise the option of returning to the assignment and the time set by the Board but in no

event will an employee be permitted to return between April 1st and June 30th of any school year. If the employee does not elect to return to the assignment offered then the leave shall continue until the commencement of the next school year.

f. Notification of Return. If an employee has been granted a child rearing leave the employee must notify the Board of Education on or before March 15th of the year preceding the termination of the leave of his/her intention to return. If the employee fails to advise the Board of his/her intention to return to school at the termination of the child rearing leave then he/she shall be considered as having notified the Board of his/her resignation.

4. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board for permission to return to her position prior to the termination of the period for which leave is granted.
5. For purposes of calculation only as to whether or not a teacher is entitled to the amount of sick days one can accrue by virtue of continuous years of service as herein provided, a maternity leave shall not constitute a break in service. It is understood and agreed, however, that no sick leave may be accrued for the

period when the employee is on a maternity leave.

6. When the Board approves any maternity leave it shall do so in writing designating the term of the leave and a return date for the employee to return to work.
7. As a further condition for the granting of a maternity leave the employee will be required to notify, in writing, the Administrative Principal or his designee, on or before March 15th of the year immediately preceding the return date set forth in the leave that she is returning to work as scheduled. Failure to give such written notice shall automatically terminate the employee's employment on the aforesaid March 15th.

ARTICLE XVI  
PROTECTION OF TEACHERS, AND PROPERTY

If unsafe or hazardous conditions are determined to exist and necessitate the closing of a schoolroom or the school building, teachers shall not be required to work in that room or the building as the case may be. Unsafe or hazardous conditions, or tasks which endanger health, safety or well-being of teachers shall be determined mutually by the Association and the Administration or by a State or Federal agency of appropriate jurisdiction. Employees may not leave the building unless directed to do so by the administration or a governmental agency.



ARTICLE XVII  
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A basic definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the principal and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the principal, psychologist, physician or other specialist, he shall so inform his principal. The principal shall arrange as soon as possible for a conference among himself, the teacher and the parents to discuss the problem. If a specialist is called in, said specialist shall be asked to inform the teacher of any conditions or information that in his professional judgment is deemed necessary.

ARTICLE XVIII  
DEDUCTION FROM SALARY

- A. The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed a written authorization for such deduction on the appropriate form:
  - 1. W.P.T.A. (Unified dues system).  
Such deduction from salary shall be made in compliance with Chapter 233 N.J. Public Law of 1969 and under rules established by the State Department of Education.
- B. For all teachers in the bargaining unit who do not pay dues in accordance with paragraph A. above, the Board shall deduct

a representation fee equal to eighty-five (85%) percent of the appropriate dues as certified by the Association. It is agreed that the Board shall have no other obligations or liabilities, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this section. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds shall be the sole and exclusive responsibility of the Teachers' Association. The Teachers' Association herein agrees that it shall indemnify and save the Board and administration harmless against any and all claims, demands, suits, or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this section.

#### ARTICLE XIX EVALUATIONS

- A. In accordance with applicable statutes, non-tenured teachers shall be evaluated a minimum of three (3) times per year and tenured teachers shall be evaluated a minimum of once per year. Nothing contained herein shall be interpreted to preclude the administration from evaluating a teacher more than the minimum number specified above. Said evaluation shall be discussed between the evaluator and the teacher and a copy of the evaluation shall be provided the teacher.

- B. 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 2. Teachers shall be evaluated by persons certified by the New Jersey State Board of Examiners to supervise instruction.
- C. A teacher shall be given a copy of the evaluation report prepared by his evaluators after a classroom observation. No teacher shall be required to sign a blank or incomplete form. A teacher is required to sign each evaluation form; however, such signature shall not necessarily indicate agreement.
  - 1. Such reports shall include, when pertinent:
    - 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 measure which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- D. No evaluation material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates

agreement with the contents thereof. The teacher shall also have the right to submit a written answer to any evaluation material and his answer shall be attached to the file copy.

- E. The content for a teacher evaluation form shall be subject for discussion between the Teachers' Association and the Principal. Should a standard teacher evaluation form be developed and accepted by all parties, said form shall not be a part of this agreement and not subject to the grievance procedure.

ARTICLE XX  
PARENT-TEACHER-CONFERENCE

- A. Parent-Teacher Conferences will be held each semester to provide each parent with an informal face-to-face meeting to give both the parent and the child's teacher an opportunity for full exploration of the child's progress, his behavior and the reasons behind his success and failures.
- B. The notice to the parent will contain a form that is returnable to the teacher in which the parent will designate whether the parent "will be able" or "will not be able" to attend. The form will also contain a provision whereby the parent may designate a time and date in the event the time and date designated by the teacher is not convenient.
- C. The time allotted to the conferences shall be as follows:
  - 1. In both the Fall and Spring semesters, parent teacher conferences and student contact time on the days of conferences shall be as follows: one-half (1/2) day

with children and one-half (1/2) day in the afternoon with parents and one-half (1/2) day with children and an evening conference with parents on the same day.

2. One (1) evening in each semester.

On the day of the evening conferences, the teachers shall be released at the close of a four (4) hour instructional session.

- D. A teacher shall schedule appointments at the convenience of the parents and the teacher during the time allotted.
- E. When a teacher does not have an appointment at night, he shall not be required to be present.

ARTICLE XXI  
INSURANCE PROTECTION

A. For each employee, and family where appropriate and eligible, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period as follows:

- 1. 100% of the premium cost for family Blue Cross/Blue Shield with Rider "J".
- 2. 100% of the premium cost for family Major Medical.
- 3. 50% of the premium cost for the basic single coverage for Washington National.

Insurance shall be BC/BS 750 Plan.

B. Effective December 1, 1988, the Board shall provide a prescription plan for the employee and his/her family. Such plan shall include a \$2.00 co-payment for generic drugs and a

\$4.00 co-payment for name brand drugs.

- C. Effective December 1, 1988, the Board shall provide a basic dental plan for employees only, under New Jersey Dental Service, Program II. The maximum cost to the Board for all employees shall not exceed \$3,600 per year for this plan.

ARTICLE XXII  
MISCELLANEOUS PROVISIONS

- 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 contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. The Board and the Teachers' 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, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex .

domicile, or marital status.

- D. Copies of this agreement shall be printed at the equal expense of both parties within thirty (30) days after the agreement is signed and presented to all teachers now employed or hereinafter employed.

ARTICLE XXIII  
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Attest:

Madelyn Decker  
Secretary

WINFIELD TOWNSHIP BOARD OF  
EDUCATION

By: Barbara St.ulpis  
President

Attest:

Irene Stenczak  
Secretary

WINFIELD TOWNSHIP TEACHERS'  
ASSOCIATION

By: Helena Brandt  
President

WINFIELD TEACHERS' SALARIES  
MOVEMENT ON THE GUIDES

1987-88 STEP	1988-89 STEP	1989-90 STEP	1990-91 STEP
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
E	12	12	12
D	13	13	13
C	14	14	14
B	15	15	15
A	16	16	16



WINFIELD TOWNSHIP TEACHERS'  
SALARY GUIDE FOR - 1988-1989

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$23,165	\$23,600	\$24,580	\$25,560
2	23,437	23,873	24,854	25,835
3	23,726	24,172	25,149	26,129
4	24,145	24,591	25,582	26,574
5	24,756	25,253	26,244	27,235
6	25,582	26,078	27,067	28,059
7	26,407	26,905	27,894	28,886
8	27,234	27,729	28,720	29,713
9	28,059	28,556	29,546	30,537
10	28,886	29,382	30,373	31,364
11	29,713	30,208	31,198	32,190
12	30,537	31,035	32,025	33,017
13	31,529	32,026	33,017	34,008
14	32,541	33,034	34,021	35,009
15	33,690	34,184	35,171	36,159
16	35,000	35,500	36,502	37,475

Longevity - Teachers who have taught twenty (20) or more years and have been in the district for ten (10) or more years shall receive an additional \$925.00.

WINFIELD TOWNSHIP TEACHERS'  
SALARY GUIDE FOR - 1989-1990

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$25,074	\$25,545	\$26,619	\$27,688
2	25,354	25,829	26,902	27,975
3	25,652	26,129	27,203	28,276
4	25,968	26,456	27,525	28,598
5	26,427	26,915	28,000	29,085
6	27,095	27,639	28,723	29,808
7	28,000	28,542	29,625	30,711
8	28,902	29,447	30,530	31,615
9	29,807	30,349	31,433	32,520
10	30,711	31,254	32,338	33,423
11	31,615	32,158	33,243	34,327
12	32,520	33,062	34,146	35,232
13	33,423	33,968	35,051	36,137
14	34,508	35,052	36,137	37,221
15	35,616	36,155	37,235	38,317
16	36,874	37,414	38,494	39,576

Longevity - Teachers who have taught twenty (20) or more years and have been in the district for ten or more years shall receive an additional \$1,500.00.

**WINFIELD TOWNSHIP TEACHERS  
SALARY GUIDE FOR - 1990-1991**

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$26,953	\$27,463	\$28,633	\$29,793
2	27,239	27,751	28,919	30,080
3	27,543	28,060	29,226	30,392
4	27,867	28,385	29,552	30,718
5	28,210	28,741	29,902	31,068
6	28,709	29,239	30,418	31,596
7	29,435	30,026	31,204	32,383
8	30,418	31,007	32,182	33,363
9	31,399	31,990	33,167	34,346
10	32,381	32,970	34,148	35,329
11	33,363	33,953	35,131	36,309
12	34,346	34,936	36,115	37,292
13	35,329	35,918	37,095	38,274
14	36,309	36,901	38,079	39,258
15	37,488	38,080	39,258	40,435
16	38,692	39,277	40,451	41,626

Longevity - Teachers who have taught twenty (20) or more years and have been in the district for ten (10) or more years shall receive an additional \$1,500.00.

SCHEDULE B

**SALARIES OF PART-TIME CHILD STUDY TEAM MEMBERS**

Each current employee's salary shall be increased by 9% for 1988-89, 9% for 1989-90 and 8% for 1990-91.

SCHEDULE C

WINFIELD TOWNSHIP CO-CURRICULAR

SALARY GUIDES - 1988-1991

	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-91</u>
Sports			
Soccer	\$790	\$860	\$930
Boys Basketball	790	860	930
Girls Basketball	790	860	930
Boys Baseball	790	860	930
Girls Softball	790	860	930
Student Council Advisor	380	415	450
Yearbook Advisor	245	265	290
Cheerleader Advisor	410	445	480
Safety Patrol Advisor	370	405	435