

1987

A G R E E M E N T

Dated:

Effective: July 1, 1993

Between

BOARD OF EDUCATION OF THE TOWNSHIP OF WINFIELD

And

WINFIELD PARK TEACHERS' ASSOCIATION

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This Agreement made this day of , 1993, 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 July, 1993, 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 II
NEGOTIATION PROCEDURE**

- A. Negotiations will commence in the year preceding the termination of the agreement on or about December 1, or at such later date as may be agreed upon.**

- 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/her administrator, 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/her 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/she may, within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the grievance was delivered to the administrator, 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 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/her 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 Public Employment Relations Commission a request for arbitration, 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 "P.E.R.C." 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 "P.E.R.C." 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 "P.E.R.C." 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 sides 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 or subtract from or modify, in any way, the terms of this agreement.
- g. The Arbitrator will be required to issue his/her 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/her 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 Chief School Administrator, 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/her 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/herself, or at his/her 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

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 administrator directly.

**ARTICLE IV
TEACHERS' RIGHTS**

- A.** Pursuant to N.J.S.A. 34:13A-1 et. seq. 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/she 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 administrator 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 administrator'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.**
- F. The Teachers' Association shall have the right to use the school mail facilities and school mail boxes within reason.**
- 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.**
- B. All classroom teachers and specialists shall have five (5) preparation periods per week. For four (4) days of a week there shall be, at least, one (1) preparation period per day. The fifth preparation period shall be on the remaining day if scheduling permits or there may be two (2) preparation periods on a given day. If a specialist is not available, then an available teacher shall be required to supervise the class. Such preparation periods shall be pro-rated for part-time teachers and for short weeks.**
- C. The administrator 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, scheduled by the administration, 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 perform cafeteria and/or playground duty then the teacher shall be allowed to leave work after student dismissal.**

- F. The provisions of paragraphs D. and E. shall be deferred if there is a school related meeting on such "compensatory" day(s).
- G. 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 non-renewal 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," "B," and "C," 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 percent (10%) 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 administrator when seeking adjustment of salaries, said transcripts shall become part of the official file. All credits must be approved by the administrator 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.

If summer credits are being earned by a teacher, the teacher shall advise the administrator 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 One Hundred Eighteen Dollars and fifty cents. (\$118.50) 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 One Hundred Eighteen Dollars and fifty cents (\$118.50) per credit limited as hereinabove provided. The total cost, to the Board for tuition reimbursement for the teacher unit shall not exceed Four Thousand Dollars (\$4,000.00) 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 Dollars (\$10.00) per day up to a total sum not to exceed One Thousand Dollars (\$1,000.00).

**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 administrator 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 Chief School Administrator.

**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 room. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said room, 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 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 administrator at the request of the administrator or the Association during a time mutually agreed upon, 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.**
- C. Full-time teachers who have accumulated 100 sick days or more will have the option of being compensated at the rate of 50% of the current substitute rate for up to 10 unused sick days for that school year, payable at the end of the 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 administrator 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 of your spouse, child, parent, brother, sister, grandparents, mother-in-law, father-in-law, or any person living in the employee's household up to five (5) consecutive school days in any one instance. All teachers shall be granted 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 an illness of a spouse, child, parent, brother, sister, mother-in-law, father-in-law, or any person living in the employee's household [provided, the leave has been approved by the Chief School Administrator.]**

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.
 8. Any teacher called to serve on jury duty shall receive his/her full salary during the period of jury duty provided he/she reimburses the district for any jury duty paid for said service.
- B.
1. The above benefits shall be prorated for part-time teachers.
 2. Part-time teachers who work fewer days per school year than full-time teachers shall have their salaries, holidays, personal days, and sick leave days prorated as follows:

a. SALARY

To determine the salary of a part-time teacher, multiply the number of days the part-time teacher is paid for, for the year by the salary of a full-time teacher on the appropriate step of the salary guide and divide by 200.

$$\text{ex: } \frac{80 \times \$40,000}{200} = \$16,000$$

b. PERSONAL DAYS

To determine the number of personal days that a part-time teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of

personal days that full-time teachers are entitled to (3) and divide by 200.

$$\text{ex: } \frac{80 \times 3}{200} = 1.2 \text{ or } 1 \text{ day}$$

c. SICK LEAVE DAYS

To determine the number of sick leave days that a part-time teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of sick leave days that full-time teachers are entitled to (10) and divide by 200.

$$\text{ex: } \frac{80 \times 10}{200} = 4 \text{ days}$$

d. HOLIDAYS

To determine the number of holidays that a per diem teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of holidays that full time teachers are entitled to (200 - number of workdays_) and divide by 200.

$$\text{ex: } \frac{80 \times 17}{200} = 6.8 \text{ or } 7 \text{ days}$$

personal days that full-time teachers are entitled to (3) and divide by 200.

ex: $\frac{80 \times 3}{200} = 1.2$ or 1 day

c. SICK LEAVE DAYS

To determine the number of sick leave days that a part-time teacher is entitled to, multiply the number of days the part-time teacher is paid for, for the year by the number of sick leave days that full-time teachers are entitled to (10) and divide by 200.

ex: $\frac{80 \times 10}{200} = 4$ days

d. HOLIDAYS

To determine the number of holidays that a per diem teacher is entitled to, multiply the number of days the per diem teacher is paid for, for the year by the number of holidays that full time teachers are entitled to (200 - number of workdays_) and divide by 200.

ex: $\frac{80 \times 17}{200} = 6.8$ or 7 days

**ARTICLE XV
EXTENDED LEAVES OF ABSENCE**

- A. At the discretion of the Administrator 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 Administrator, 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 administrator 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 forty-two (42) 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 forty-two (42) 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 forty-two (42) 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 forty-two (42) 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 forty-two (42) 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 forty-two 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 forty-two (42) 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 Chief School Administrator or his/her 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 administrator 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/she shall so inform his/her administrator. The administrator shall arrange as soon as possible for a conference among himself/herself, the teacher and the parents, if necessary, 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/her 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:**

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 up 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 whether or not the same occurs by virtue of a classroom observation and, an evaluation may include other criteria determined appropriate by the evaluator. 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.
- Such reports shall include, when pertinent:
- 1.** Strengths of the teacher as evidenced during the period since the previous report.
 - 2.** Weakness of the teacher as evidenced during the period since the previous report.

3. 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/she has had the opportunity to review such material by affixing his/her 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/her 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 Administrator. 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 twice a year 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/her behavior and the reasons behind his/her 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 the Fall and Spring sessions, parent teacher conferences shall be as follows: two afternoon conferences and one evening conference.
 - 2. 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/she 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.**
 - 4. Insurance shall be New Jersey State Benefits 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 hereafter employed.**

WINFIELD TOWNSHIP TEACHERS'
SALARY GUIDE FOR - 1994-95

STEP -----	BA ---	BA+10 -----	MA ---	MA+20 -----
1	\$32,657	\$33,276	\$34,693	\$36,098
2	33,003	33,624	35,040	36,447
3	33,372	33,999	35,412	36,825
4	33,766	34,393	35,807	37,219
5	34,180	34,824	36,230	37,644
6	34,786	35,427	36,856	38,284
7	35,665	36,380	37,807	39,237
8	36,856	37,571	38,995	40,425
9	38,044	38,760	40,186	41,614
10	39,234	39,949	41,376	42,807
11	40,425	41,139	42,566	43,994
12	41,614	42,330	43,759	45,185
13	42,807	43,521	44,947	46,375
14	43,994	44,712	46,139	47,568
15	45,424	46,140	47,568	48,993
16	46,882	47,590	49,013	50,437

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.

WINFIELD TOWNSHIP TEACHERS'
SALARY GUIDE FOR - 1993-94

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$31,053	\$31,641	\$32,989	\$34,325
2	31,382	31,972	33,319	34,656
3	31,733	32,329	33,672	35,016
4	32,107	32,703	34,048	35,391
5	32,501	33,113	34,450	35,795
6	33,077	33,687	35,045	36,403
7	33,913	34,593	35,950	37,309
8	35,045	35,725	37,079	38,439
9	36,175	36,856	38,212	39,570
10	37,307	37,986	39,343	40,704
11	38,439	39,118	40,475	41,833
12	39,570	40,250	41,609	42,965
13	40,704	41,383	42,739	44,097
14	41,833	42,515	43,872	45,231
15	43,192	43,873	45,231	46,586
16	44,579	45,252	46,605	47,959

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.

WINFIELD TOWNSHIP TEACHERS'
SALARY GUIDE FOR - 1995-96

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$34,428	\$35,080	\$36,574	\$38,055
2	34,793	35,447	36,940	38,423
3	35,182	35,843	37,332	38,822
4	35,597	36,258	37,749	39,237
5	36,033	36,712	38,195	39,685
6	36,672	37,348	38,854	40,360
7	37,599	38,353	39,857	41,365
8	38,854	39,608	41,109	42,617
9	40,107	40,862	42,365	43,870
10	41,361	42,115	43,620	45,128
11	42,617	43,370	44,874	46,380
12	43,870	44,625	46,132	47,635
13	45,128	45,881	47,384	48,890
14	46,380	47,136	48,641	50,147
15	47,887	48,642	50,147	51,650
16	49,424	50,171	51,671	53,172

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.

WINFIELD TOWNSHIP TEACHERS'
SALARY GUIDE FOR - 1995-96

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>MA</u>	<u>MA+20</u>
1	\$34,428	\$35,080	\$36,574	\$38,055
2	34,793	35,447	36,940	38,423
3	35,182	35,843	37,332	38,822
4	35,597	36,258	37,749	39,237
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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.

*Enclosure
A*

SCHEDULE C

WINFIELD TOWNSHIP CO-CURRICULAR

SALARY GUIDES-1993-1996

SPORTS	1993-94	1994-5	1995-6
BOYS SOCCER	\$1,132	\$1,191	\$1,257
GIRLS SOCCER	1,132	1,191	1,257
BOYS BASKETBALL	1,132	1,191	1,257
GIRLS BASKETBALL	1,132	1,191	1,257
BOYS BASEBALL	1,132	1,191	1,257 *
GIRLS BASEBALL	1,132	1,191	1,257
BEFORE SCHOOL INTRAMURAL PROGRAM PER SEASON	730	768	810
ATHLETIC COORDINATOR PER SPORT	256	269	284 *
STUDENT COUNCIL ADVISOR	548	577	609
YEARBOOK ADVISOR	353	372	392
CHEERLEADER ADVISOR	584	615	649 *
SAFETY PATROL ADVISOR	529	557	588

SCHEDULE C

WINFIELD TOWNSHIP CO-CURRICULAR

SALARY GUIDES-1993-1996

SPORTS	1993-94	1994-5	1995-6
BOYS SOCCER	\$1,132	\$1,191	\$1,257
GIRLS SOCCER	1,132	1,191	1,257
BOYS BASKETBALL	1,132	1,191	1,257
GIRLS BASKETBALL	1,132	1,191	1,257
BOYS BASEBALL	1,132	1,191	1,257
GIRLS BASEBALL	1,132	1,191	1,257
BEFORE SCHOOL INTRAMURAL PROGRAM PER SEASON	730	768	810
ATHLETIC COORDINATOR PER SPORT	256	269	284
STUDENT COUNCIL ADVISOR	548	577	609
YEARBOOK ADVISOR	353	372	392
CHEERLEADER ADVISOR	584	615	649
SAFETY PATROL ADVISOR	529	557	588

SCHEDULE B

SALARIES OF PART-TIME CHILD STUDY TEAM MEMBERS

Each current employee's salary shall be increased by:

4.35% 1993 - 1994

5.25% 1993 - 1994

5.50% 1993 - 1994

SALARIES OF EXTRA-CURRICULAR POSITIONS

Each employee's position on the co-curricular salary guide shall be increased by:

4.35% 1993 - 1994

5.25% 1993 - 1994

5.50% 1993 - 1994

SCHEDULE C

WINFIELD TOWNSHIP CO-CURRICULAR

SALARY GUIDES-1993-1996

SPORTS	1993-94	1994-5	1995-6
BOYS SOCCER	\$1,132	\$1,191	\$1,257
GIRLS SOCCER	1,132	1,191	1,257
BOYS BASKETBALL	1,132	1,191	1,257
GIRLS BASKETBALL	1,132	1,191	1,257
BOYS BASEBALL	1,132	1,191	1,257
GIRLS BASEBALL	1,132	1,191	1,257
BEFORE SCHOOL INTRAMURAL PROGRAM PER SEASON	730	768	810
ATHLETIC COORDINATOR PER SPORT	256	269	284
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SAFETY PATROL ADVISOR	529	557	588