

**Employee Agreement**

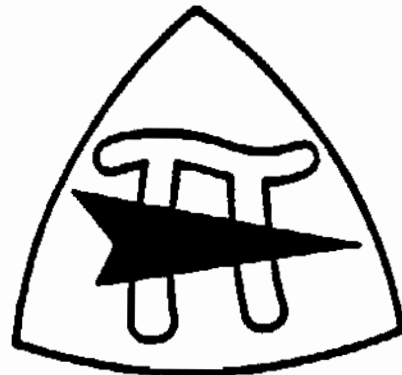
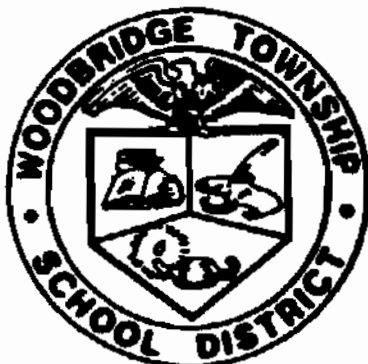
**Between**

**The Woodbridge Township  
Board of Education**

**and**

**The Woodbridge Township  
Education Association**

**For the Period  
July 1, 1993 through June 30, 1996**





**Woodbridge Township  
Board of Education**  
P.O. Box 428, School Street  
Woodbridge, New Jersey 07095  
Telephone (908) 750-3200

Joseph E. Martino, President  
Robert J. Anderson, Vice President  
Frederick Chesky                      Marion Davies  
Anthony E. D'Orsi                      Jane E. Nowitz  
James P. Russo                      Richard A. Simeone  
Rosemary Tyler

Business Administrator/Board Secretary ..... Vincent S. Smith  
Superintendent of Schools.....Dr. Fredric Buonocore

**Woodbridge Township  
Education Association**  
34 Green Street  
Woodbridge, New Jersey 07095  
Telephone (908) 634-5028

**Officers**

President.....Toyce S. Collins  
First Vice President .....Irene Stone  
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Clerk/Secretary Vice President .....Janet Thompson  
Teacher Aide Vice President .....Marilyn Shaw  
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Corresponding Secretary .....Dawn Martin  
Membership Secretary .....Geraldine Williams  
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**Negotiations Team**

Toyce S. Collins, Chairman

Janet Thompson	Lynn Getchell
Joseph Guzzo	Robert Leifeste
Michele Ruopp	Betty Zullo
Rose Leone	Marsha Wagner



## **TABLE OF CONTENTS**

### **PART ONE: COMMON PROVISIONS**

The provisions in this section pertain to all members of the bargaining unit as established in the Recognition Clause.

### **PART TWO: NON-SUPERVISORY, CERTIFIED STAFF**

The provisions in this section pertain only to non-supervisory, certified staff members, including per diem substitutes and continuing education teachers, except continuing education teachers in the ABE, GED, ESL programs.

### **PART THREE: JANITORIAL, CAFETERIA, TRANSPORTATION & ATTENDANCE PERSONNEL**

The provisions in this section pertain only to janitorial, transportation, cafeteria employees and attendance counselors.

### **PART FOUR: CLERKS & SECRETARIES**

The provisions in this section pertain only to clerks and secretaries, including those employed in the continuing education program.

### **PART FIVE: TEACHER AIDES, TEACHER ASSISTANTS & BUS ATTENDANTS**

The provisions in this section pertain only to teacher aides, teacher assistants and bus attendants.

# Index

## PART ONE Common Provisions

### PREAMBLE AND PURPOSE

### ARTICLE I - RECOGNITION

A. Bargaining Unit .....	1
B. Definitions .....	1

### ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Meetings .....	1
B. Submission of Proposals for Negotiations .....	2
C. Conduct of Negotiations .....	2
D. Agreement .....	2

### ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions .....	2
B. Procedure .....	2
C. Miscellaneous .....	3

### ARTICLE IV - RIGHTS OF EMPLOYEES

A. Representation .....	4
B. Statutory Savings Clause .....	4
C. Nondiscrimination .....	4
D. Discipline .....	4
E. Discharge .....	4

### ARTICLE V - RIGHTS OF THE ASSOCIATION

A. Information .....	4
B. Association Conferences .....	4
C. Association Meetings .....	5
D. Use of Schools for Association Meetings .....	5
E. Use of School Facilities .....	5
F. Bulletin Boards and Mail Facilities .....	5
G. Orientation .....	5
H. Building Meetings .....	5
I. Substitute Teacher List .....	5
J. Exclusivity .....	5

### ARTICLE VI - BOARD RIGHTS .....

### ARTICLE VII - ASSIGNMENT AND PROMOTION

A. Notification .....	5
B. Anticipated Vacancies .....	6
C. New Employees .....	6
D. Vacancies .....	6
E. Transfers .....	6
F. Promotions .....	6

### ARTICLE VIII - EMPLOYEE FILES .....

### ARTICLE IX - SICK LEAVE

A. Sequence of Use .....	7
B. Accumulative .....	8

C. Less than Full-Time Employment .....	8
D. Rate of Supplemental Compensation .....	8
E. Payment of Supplemental Compensation .....	9
F. Physician's Certificate .....	9
G. Absence Due to Illness .....	9
H. Workers Compensation .....	9
I. Accounting of Accumulated Leave .....	9
J. Transfer of Sick Leave .....	9

**ARTICLE X - TEMPORARY LEAVES OF ABSENCE**

A. Personal Days .....	10
B. Death in Family .....	10
C. Legal .....	10
D. Absence Without Leave .....	10
E. Association Days .....	10
F. Summer School .....	10
G. Other Leaves .....	11

**ARTICLE XI - EXTENDED LEAVES OF ABSENCE**

A. President of the Association .....	11
B. Anticipated Disability/Sick Leave of Absence .....	11
C. Unpaid Personal Leave .....	12
D. Military Leave .....	12
E. Other Provisions Pertaining to Leaves .....	13
F. Other Leaves .....	13

**ARTICLE XII - PROTECTION OF EMPLOYEES AND PROPERTY**

A. Assault .....	13
B. Disruptive Pupils .....	13
C. Indemnification .....	13
D. Personal Property .....	13

**ARTICLE XIII - INSURANCE PROTECTION**

A. Basic Total Health Insurance and HMO Option .....	14
B. Dental Plan .....	14
C. Prescription Plan .....	14
D. Optical Plan .....	14
E. Employee Assistance Plan .....	14
F. Information .....	14
G. Processing .....	14
H. Auto Insurance .....	15
I. Income Protection Insurance .....	15
J. Insurance Waiver Option .....	15

**ARTICLE XIV - SALARY PAYMENT PROCEDURES**

A. Payroll Deduction of Association Dues .....	15
B. Credit Union .....	15
C. Limitations .....	16
D. Tax Sheltered Annuities .....	16
E. Substitute Teachers .....	16
F. Compensation Other Than Salary .....	16

**ARTICLE XV - MISCELLANEOUS PROVISIONS**

A. Separability .....	16
B. No Reprisals .....	16
C. Compliance Between Individual Contract and Master Agreement .....	16
D. Reproduction of the Contract .....	16

**ARTICLE XVI - DURATION OF AGREEMENT**

A. Duration Period ..... 17  
B. Status of Incorporation ..... 17

**APPENDIX A** Personal Day Request Form ..... 18  
**APPENDIX B** Disorder and Disruption of Educational Program ..... 19  
**APPENDIX C** Suspension and Expulsion ..... 19  
**APPENDIX D** Indemnity of Officers and Employees Against Civil Actions ..... 20  
**APPENDIX E** Indemnity of Officers and Employees in Certain Criminal Actions ..... 20  
**APPENDIX F** Request to Leave Building ..... 21

**PART TWO**

**Non-Supervisory, Certified Personnel**

**ARTICLE I - WORK YEAR**

A. Work Year ..... 24  
B. School Calendar ..... 24

**ARTICLE II - TEACHING HOURS AND TEACHING LOAD**

A. Elementary Teachers' Work Day ..... 24  
B. Secondary Teachers' Work Day ..... 25  
C. Meetings ..... 25  
D. General Provisions ..... 26

**ARTICLE III - NON-TEACHING DUTIES**

A. Cafeteria Duty ..... 26  
B. Proscribed Duties ..... 26  
C. Transportation ..... 26

**ARTICLE IV - EMPLOYMENT PROCEDURES**

A. Salary Schedule Credit ..... 26  
B. Replacement Teachers ..... 26

**ARTICLE V - SALARIES**

A. Teachers' Salaries ..... 27  
B. Coaches' Salaries ..... 27  
C. Extra-Curricular Salaries ..... 27  
D. Class Coverage ..... 27  
E. Bedside ..... 28  
F. Transportation ..... 28  
G. Part-Time ..... 28  
H. Retirement ..... 28  
I. General ..... 28  
J. Substitute Teachers - State Certified ..... 28  
K. Substitute Teachers - County Certified ..... 28  
L. Supermaximum ..... 28

**ARTICLE VI - EVENING SCHOOL AND SUMMER SCHOOL**

A. Posting ..... 29  
B. Criteria ..... 29  
C. Salary ..... 29

**ARTICLE VII - EVALUATION**

A. Supervision and Teacher Evaluation ..... 29  
B. Classroom Visitation and Observation ..... 29  
C. Follow-up Conference ..... 30



D. Annual Evaluation Reports (Tenured) .....	30
E. Annual Evaluation Reports (Non-Tenured) .....	30
F. Other Procedures in Supervisory Programs .....	30
<b>ARTICLE VIII - FAIR DISMISSAL PROCEDURE</b>	
A. Notification of Status .....	30
B. Reasons .....	31
<b>ARTICLE IX - TEACHER-ADMINISTRATION LIAISON</b>	
A. Teacher Liaison Committees .....	31
B. Communication .....	31
C. Teacher-Administrative Public Relations Program .....	31
<b>ARTICLE X - INSTRUCTIONAL COMMITTEES</b>	
A. Definition .....	31
B. Membership .....	31
<b>ARTICLE XI - SABBATICAL LEAVE</b>	
A. Purpose .....	32
B. Requirements .....	32
C. Application .....	32
D. Benefits .....	32
E. Subsequent Leaves .....	32
F. Return .....	32
G. Transfer Notice .....	32
H. Employment .....	32
I. Restrictions or Limitations .....	33
J. Selection of Applicants .....	33
K. Salary Payments .....	33
<b>ARTICLE XII - PROFESSIONAL DEVELOPMENT</b>	
A. Professional Organizations .....	33
B. Tuition Reimbursement .....	33
C. Curriculum Committees .....	33
D. In-Service Workshops .....	34
E. Continuing Education .....	34
F. Degree Differentials .....	34
G. Professional Leave .....	34
<b>ARTICLE XIII - PERSONAL AND ACADEMIC FREEDOM</b>	
A. Academic Freedom .....	35
B. Special Area Marks .....	35
C. Parent/Teacher Communication .....	35
D. Student Folders .....	35
E. Substitute Materials .....	35
<b>ARTICLE XIV - BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES</b>	
A. Textbooks .....	35
B. Pilot Projects .....	35
C. Telephone .....	35
<b>TEACHERS' SALARY SCHEDULE .....</b>	<b>36</b>
<b>COACHES' SALARY SCHEDULE .....</b>	<b>37</b>
<b>EXTRA-CURRICULAR SALARY SCHEDULE .....</b>	<b>38</b>

**PART THREE**  
**Janitorial, Cafeteria, Transportation and Attendance Personnel**

**ARTICLE I - WORK YEAR**

A. Ten-Month Employees .....	42
B. Twelve-Month Employees .....	42
C. Vacations .....	42
D. Other Vacation Provisions .....	42

**ARTICLE II - WORK SCHEDULE**

A. Twelve-Month Employee Work Day .....	43
B. Ten-Month Employee Work Day .....	43
C. Overtime Rates .....	44
D. Overtime Distribution .....	44
E. Other Overtime Provisions .....	44

**ARTICLE III - EMPLOYMENT PROCEDURES**

A. Tenure .....	44
B. Black Seal Fireman's License .....	45
C. Placement on Salary Schedule .....	45
D. Probation .....	45
E. Resignation .....	45
F. Notification of Contract and Salary .....	45
G. Transportation .....	45
H. Hazardous Jobs .....	45
I. Reporting for Work .....	45
J. Maintenance Work .....	45
K. Weight Limit on Mail .....	45

**ARTICLE IV - SENIORITY**

A. Definition .....	46
B. Seniority List .....	46
C. Lay Off .....	46
D. Recall .....	46
E. Reduction in Force .....	46
F. Bumping .....	46

**ARTICLE V - SALARIES**

A. Salary Schedules .....	46
B. Starting Rates .....	46
C. Twelve-Month Employee Differentials .....	47
D. Ten-Month Employee Differentials .....	47
E. Temporary Assignment .....	47
F. Holiday Pay .....	47
G. Ten-Month Cafeteria Workers Pay Disbursement .....	47
H. Supermaximum .....	47
I. Dry Runs .....	48

**ARTICLE VI - TEMPORARY SUMMER WORK**

A. Posting .....	48
B. Board Rights .....	48

**ARTICLE VII - EVALUATION AND SUPERVISION**

A. Annual Reports .....	48
B. Rebuttal .....	48

**ARTICLE VIII - UNIFORMS**

A. Janitors' Uniforms ..... 48  
B. Cafeteria Uniforms ..... 48  
C. Bus Drivers' Uniforms ..... 48  
D. Chief Mechanic, Mechanics and Mechanic's Helper Uniforms ..... 48  
E. Boiler Cleaning Detail ..... 48  
F. Requirements ..... 48  
G. Foul-Weather Gear ..... 49

**ARTICLE IX - MISCELLANEOUS**

A. Physical Examinations ..... 49  
B. In-Service ..... 49  
C. Maintenance of Skills ..... 49  
D. Continuing Education ..... 49  
E. Fingerprinting ..... 49

**SALARY SCHEDULE - TWELVE-MONTH EMPLOYEES .....50**  
**SALARY SCHEDULE - HOURLY EMPLOYEES ..... 51**

**PART FOUR**  
**Clerks & Secretaries**

**ARTICLE I - WORK YEAR**

A. Ten-Month Clerks/Secretaries ..... 54  
B. Twelve-Month Clerks/Secretaries ..... 54  
C. Common Provisions and Holidays ..... 54  
D. Vacations ..... 54

**ARTICLE II - WORK SCHEDULE**

A. Work Day ..... 55  
B. Overtime ..... 55

**ARTICLE III - EMPLOYMENT PROCEDURES**

A. Proscribed Duties ..... 55  
B. Placement on Salary Schedule ..... 56  
C. Probation ..... 56  
D. Job Titles ..... 56  
E. Resignation ..... 56  
F. Notification of Contract and Salary ..... 56  
G. Assigned Duties ..... 56  
H. Transportation ..... 56

**ARTICLE IV - SENIORITY AND JOB SECURITY**

A. General Provisions ..... 56  
B. Bumping Rights of Chief Business Secretary and Administrative Secretaries ..... 57  
C. Bumping Rights of Schedule J,G,F and E Employees and Twelve-Month Secretaries ..... 57  
D. Bumping Rights of Chief Bookkeeper ..... 57  
E. Bumping Rights of Chief Payroll Clerk ..... 58  
F. Bumping Rights of Chief Purchasing Clerk ..... 58  
G. Bumping Rights of Twelve-Month Board Office Clerks and Twelve-Month Clerks ..... 58  
H. Bumping Rights of Ten-Month Secretaries ..... 58  
I. Bumping Rights of Ten-Month Clerks ..... 58

**ARTICLE V - SALARIES**

A. Salary Schedule ..... 58  
B. Starting Rate ..... 58

C. Supermaximum .....	59
D. Retirement .....	59
E. Temporary Assignments .....	59
F. Level Movement .....	59
G. Summer Work .....	59
H. Computer Use Differential.....	59
 <b>ARTICLE VI - TEMPORARY SUMMER WORK</b>	
A. Posting .....	59
B. Board Rights .....	59
 <b>ARTICLE VII - SUPERVISION AND EVALUATION</b>	
A. Supervision .....	59
B. Other Procedures in Supervisory Program .....	59
C. Annual Evaluation Reports .....	60
 <b>ARTICLE VIII - TRAINING AND DEVELOPMENT</b>	
A. In-Service .....	60
B. Tuition Reimbursement .....	60
C. Maintenance of Skills .....	60
D. Continuing Education .....	60
<b>SALARY SCHEDULE -CLERKS &amp; SECRETARIES .....</b>	<b>61</b>
<b>APPLICATION OF THE GUIDES .....</b>	<b>62</b>
<b>SALARY SCHEDULE - ADMINISTRATIVE SECRETARIES .....</b>	<b>63</b>

**PART FIVE**  
**Teacher Aides, Teacher Assistants**  
**& Bus Attendants**

<b>ARTICLE I - WORK YEAR</b>	
A. Limitations .....	66
B. School Calendar .....	66
 <b>ARTICLE II - WORK SCHEDULE</b>	
A. Teacher Aides .....	66
B. Teacher Assistants .....	66
C. Bus Attendants .....	66
D. Overtime .....	66
 <b>ARTICLE III - EMPLOYMENT PROCEDURES</b>	
A. Placement on Salary Schedule .....	66
B. Notification of Contract and Salary .....	67
C. Transportation .....	67
 <b>ARTICLE IV - SENIORITY AND JOB SECURITY</b>	
A. Definition .....	67
B. Recall .....	67
 <b>ARTICLE V - SALARIES</b>	
A. Salary Schedule .....	67
B. Starting Rate .....	67
C. Certification .....	67
D. Holiday Pay .....	67
E. Supermaximum .....	68

**ARTICLE VI - TEMPORARY WORK**

A. Posting ..... 68  
B. Board Rights ..... 68  
C. Rate of Compensation ..... 68

**ARTICLE VII - SUPERVISION AND EVALUATION**

A. Supervision ..... 68  
B. Other Procedures in Supervisory Program ..... 68  
C. Annual Evaluation Reports ..... 68

**ARTICLE VIII - TRAINING AND DEVELOPMENT**

A. Tuition Reimbursement ..... 68  
B. Continuing Education ..... 69

**SALARY SCHEDULE ..... 70**



## **Part One**

# **Common Provisions**





### **Preamble**

**This Agreement is entered into this 31st day of August, 1993, by and between the Board of Education of the Township of Woodbridge, New Jersey, hereinafter called the "Board" and the Woodbridge Township Education Association, hereinafter called the "Association".**

### **Purpose**

**The Board and the Association agree that the paramount purpose of this Agreement is the recognition of the rights and responsibilities of the parties concerned and formulation of procedure by which both parties may work together in good faith with regard to all matters of common concern. The Board and the Association further agree that the welfare of the children is a paramount concern in the operation of the Woodbridge Township School District and that quality education will be promoted to the fullest possible extent. The Board and the Association agree to protect the integrity of this Agreement to the fullest extent permitted by law.**



## **ARTICLE I RECOGNITION**

### **A. Bargaining Unit**

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified personnel, including teachers with provisional or emergency certification and per diem substitutes, all clerks and secretaries, all teacher aides, teacher assistants and bus attendants, and all janitorial, attendance, transportation and cafeteria personnel, but excluding continuing education personnel in the ABE, GED, ESL programs, Executive Secretary to the Superintendent, Executive Secretary to the Board Secretary, Secretary to the Assistant Superintendent for Personnel Services, Secretary to the Labor Relations Counsel, managerial executives, supervisors within the meaning of the Act, and all other employees.

### **B. Definitions**

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

1. "Association" shall mean the Woodbridge Township Education Association or its designated representatives.
2. "Association Representative" shall mean the agent of the Association in any work location.
3. "Board" shall mean the Board of Education of Woodbridge Township or its designated representatives.
4. "Immediate Supervisor" shall mean the administrator of any work location.
5. "School" shall mean any work location.
6. In Part One of this Agreement, the term "Employee" shall include any member of the bargaining unit as established in Part One, I.A.
7. The term "Teacher" shall include any member of the bargaining unit for certified personnel as certified by P.E.R.C. on November 15, 1983, except for per diem substitute teachers.
8. The term "Substitute Teacher" shall include all per diem substitute teachers who have worked in that capacity for at least thirty (30) days during a given school year and express a willingness to accept employment as a substitute teacher in this District for the next succeeding school year.
9. In Part Three of this Agreement, the term "Employee" shall include any member of the bargaining unit for janitorial, transportation and cafeteria employees and attendance counselors as certified by P.E.R.C. on December 11, 1984, except as used in those provisions the application of which is clearly limited.
10. In Part Three of this Agreement, the term

"Twelve-Month Employee" shall include all janitors, food service utility persons, the bus driver group leader, mechanics, mechanic's helpers, twelve-month cafeteria drivers, the attendance counselor, boiler specialists and the District Service Manager.

11. In Part Three of this Agreement, the term "Ten-Month Employee" shall include bus drivers and cafeteria workers.
12. The term "Clerk/Secretary" shall include any member of the bargaining unit for clerks and secretaries as certified by P.E.R.C. on December 6, 1984, as well as all Administrative Secretaries previously covered by the Agreement between the Board and the Association for the period July 1, 1990 through June 30, 1993.
13. In Part Five of this Agreement, the term "Employee" shall include any member of the bargaining unit for teacher aides and teacher assistants as certified by P.E.R.C. on December 6, 1984, except bus attendants.
14. "Service in Woodbridge" shall mean the total number of years of regular employment for the District in any combination of positions within this bargaining unit or in other contractual positions.
15. "District" shall mean the Woodbridge Township School District.
16. The masculine shall include the feminine; the feminine shall include the masculine.

## **ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT**

### **A. Meetings**

1. Negotiations shall begin not later than November 1 preceding the expiration of the Agreement.
2. Requests for meetings from the Association will be made to the Superintendent and the President of the Board of Education.
3. Requests for meetings from the Superintendent or the Board will be made to the President of the Association or her/his designee.
4. When a request for a meeting has been made by either party, a mutually convenient date, time and place shall be set within one (1) work day of the date of request, such meeting to take place within seven (7) work days.
5. Nothing in this Article shall preclude the parties from scheduling meetings in such manner and at such times as may be otherwise mutually agreed upon by the parties.
6. Every effort shall be made in the negotiations meetings to work toward agreement.
7. The location at which all regular and special

meetings are held shall be determined at the time of the request for a meeting.

8. Employees (not to exceed seven in number) who, upon request of the Association, are excused by the Superintendent or the Board Secretary, where applicable, from their regular assignments for the purpose of attending and/or participating in negotiations meetings with representatives of the Board, shall suffer no loss of pay and benefits.

#### **B. Submission of Proposals for Negotiations**

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

#### **C. Conduct of Negotiations**

1. Each party shall, upon reasonable request, furnish to the other party any available, pertinent non-confidential reports, statistics and general information concerning the District.
2. Competent professional and lay representatives or consultants may be used in negotiations by either party.
3. During negotiations, the Board and the Association will present relevant non-confidential data, exchange points of view, and make proposals and counterproposals.
4. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.
5. Nothing herein shall be construed to prevent a school district official from meeting with an employee organization for the purpose of hearing the views and requests of members of such organization so long as the Association is informed of the meeting and provided that any changes or modifications in terms and conditions of employment are made only through negotiations with the Association.
6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **D. Agreement**

1. If a tentative Agreement is rejected by the Association, negotiations shall be reopened.
2. If a tentative Agreement is rejected by the Board, negotiations shall be reopened.
3. Once a written Agreement is adopted by the Association and the Board, it shall constitute a binding, legal and moral commitment on the part of both parties to do everything within their power to secure the implementation of the provisions of the Agreement.

4. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect, except that new rules or modifications of existing rules governing terms and conditions of employment shall be negotiated with the Association before they are established.
5. Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied. Any claims involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. Definitions**

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

#### **B. Procedure**

1. An employee with a grievance shall first discuss it with her/his immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.
2. If the aggrieved employee is not satisfied with the disposition of her/his grievance after having discussed it with her/his immediate supervisor, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he may file the grievance in writing with the Association. The Association may submit the

grievance to the Superintendent of Schools or the Board Secretary, where applicable, within five (5) school days. No grievance may be processed under this procedure at this level, or at any higher level, without the written approval of the Association.

3. If the aggrieved employee is not satisfied with the disposition of her/his grievance by the Superintendent or the Board Secretary or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or the Board Secretary, s/he may request in writing that the Association submit the grievance to the Board within fifteen (15) school days. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.
4. If the aggrieved employee is not satisfied with the decision of the Board, the Association may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the Public Employment Relations Commission within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board with copy of such notice to be sent to the Board.
  - a. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of schools.
  - b. The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
  - c. The award of the arbitrator shall be binding. Only the Board, the aggrieved employee and the Association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.
  - d. The arbitrator's fee shall be shared equally by the Board and the Association.
  - e. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.
  - f. The Association agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.
5. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since

the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions for the duration of this Agreement. The Association accordingly agrees, for the duration of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support, nor will any of its members take part in any strike, i.e. the concerted failure to report for duty, or willful absence of any employee of the Woodbridge Township Board of Education from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.

The above language is interpreted to mean that the Association will not sanction any "wild-cat" strikes, and the Association will immediately disavow the strike and notify the strikers to return to work.

#### C. Miscellaneous

1. Any aggrieved employee may be represented at all levels of the grievance procedure by her/himself or, at her/his option, by a representative selected or approved by the Association, except that this provision shall be limited by Section B.2, Section B.4, and Section C.2 of this Article.
2. When an employee is not represented by the Association, the Association shall be notified of the time, date and place of any meeting with the Superintendent or Board Secretary, where applicable, or hearing with the Board at least seventy-two (72) hours prior to the meeting or hearing, have an opportunity to be present and, at its option, present its views or appeal the disposition of the grievance.
3. A notice of meetings with the Superintendent or Board Secretary, where applicable, or hearings with the Board and a copy of the written decision at each step shall be mailed to the administrators involved and to the Association.
4. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
5. When hearings are during school hours, all such employees who are present at the hearing shall be excused for that purpose with pay and benefits.
6. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in

any recommendations for job placement; nor shall an employee be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure.

#### **ARTICLE IV RIGHTS OF EMPLOYEES**

##### **A. Representation**

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

##### **B. Statutory Savings Clause**

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

##### **C. Nondiscrimination**

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

##### **D. Discipline**

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

##### **E. Discharge**

1. The employer shall not discharge any non-certified employee without just cause. If the employer feels there is just cause for discharge of a non-certified, non-tenured employee, the employee involved may be suspended for five (5) days. The employee and the Association will be immediately notified in writing of the action being taken and that the employee is subject to discharge. The Association shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other terms and conditions of employment, minus any salaries earned outside the District during the period in question.
2. Discharge of a tenured employee by the Board shall be processed in accordance with Title 18A.

#### **ARTICLE V RIGHTS, RESPONSIBILITIES AND DUTIES OF THE ASSOCIATION**

##### **A. Information**

1. The names and addresses of all newly hired employees shall be made available to the Association by the Office for Personnel Services within seven (7) work days after they are hired.
2. Two copies of the agenda shall be mailed to the Association office within five (5) work days of the public Board meeting and two copies of the official minutes shall be mailed when prepared.

##### **B. Association Conferences**

1. The Board agrees to allow a designated, regular staff member of the Association or an off duty Association Representative to visit the schools on Association matters, providing such representative shall, in no way, interfere with the operation of the school or the function of staff member(s) or the instructional program.
2. Upon arrival, the representative shall notify the school administrator or her/his designee that s/he is visiting the school building.

### **C. Association Meetings**

The Board agrees to provide release time to Association Representatives whose work day extends beyond 3:30 p.m. in order to attend up to five (5) meetings per year of the Representative Council of the Association. The Association shall provide the Board with a list of Association Representatives and a calendar of such meetings at the beginning of each school year.

### **D. Use of Schools for Association Meetings**

Association Representatives may schedule regular and special meetings in the school buildings at such times as mutually agreed upon by the Association and the Administration. The principal of the building will assign the area to be used and approve the date and time. Permission shall not be arbitrarily withheld.

### **E. Use of School Facilities**

The Board encourages the use of school facilities by the Association for the promotion of staff welfare as long as it does not interfere with the educational program and the rules of the Board for the use of school facilities are enforced.

### **F. Bulletin Boards and Mail Facilities**

1. The rights delineated in this paragraph shall be granted exclusively to the Association.
  - a. The use of one (1) bulletin board in each faculty room. The Administration will make a reasonable effort to provide for a second bulletin board where, in the opinion of the Administration, it may practically do so.
  - b. The use of school mailboxes, where assigned.
  - c. The use of inter-school mail service in accordance with established District procedures and to the extent legally permissible.
  - d. Association Representatives shall have the right to distribute Association materials to employees providing that said distribution shall in no way interfere with the operation of the school. The Association agrees that the representatives making such distribution shall do so only on the free time of the employee, i.e. unassigned time or lunch-time for teachers and break-time or lunch time for other employees.
2. Nothing contained in Section F.1 above and its subparts shall preclude or restrict the Board and Administration in their rights to use the facilities therein described.

### **G. Orientation**

The Association shall be the only employee organization to participate in the presentation of the annual new teacher orientation.

### **H. Building Meetings**

Upon prior request, the Association shall be given a place on the agenda of all faculty meetings called by the building principal.

### **I. Substitute Teacher List**

In September, the Board shall supply the Association with a complete copy of the authorized substitute teacher list. Additions to the list shall be forwarded to the Association within ten (10) work days of Board approval of these additions.

### **J. Exclusivity**

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

## **ARTICLE VI BOARD RIGHTS**

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

## **ARTICLE VII ASSIGNMENT AND PROMOTION**

### **A. Notification**

One week prior to the end of the student school year,

teachers and teacher aides and assistants shall be notified of their assignment(s) for the ensuing year. In addition, teachers shall be notified of the levels, subjects and special conditions of the classes to which they are assigned for the ensuing year. Where changes in such assignments are required, written notice to that effect shall be given forthwith.

#### **B. Anticipated Vacancies**

Lists of anticipated teacher vacancies shall be posted by May 1 of the school year preceding the year in which the vacancies are anticipated.

#### **C. New Employees**

Newly hired employees shall receive their assignment(s) from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable.

#### **D. Vacancies**

1. The Administration shall post notices of all vacancies in each school and send two (2) copies of such notice to the Association. Such notices shall be posted for at least ten (10) work days prior to the deadline for filing applications and shall include all pertinent data regarding the position, including the appropriate job description, qualifications, salary range, shift, location and hours. However, in the event that a vacancy occurs during the summer recess, said vacancy shall be posted only in those schools which are open and two (2) copies of the notice shall be sent to the Association.
2. In the case of non-certified employees, if selection for such vacancy is not of the most senior applicant, a liaison conference including the applicant, an Association Representative and the Superintendent and/or his/her designee, or the Board Secretary and/or his/her designee, where applicable, shall be arranged to discuss the matter.

#### **E. Transfers**

1. Non-certified employees desiring to be transferred to another school or assignment may apply for a transfer at any time during the work year. Teacher requests for transfer shall be made by May 15 of the school year immediately preceding the year for which the transfer is requested.
2. An employee desiring a transfer may indicate up to four assignments/schools in the order of

preference on a transfer application form to be provided by the Office for Personnel Services. Provisions shall be made to indicate receipt of the form by the Office for Personnel Services.

3. Any employee being transferred shall be notified of such anticipated transfer at least ten (10) days prior to the Board rendering a final decision regarding the transfer. In those situations requiring immediate transfer, the ten (10) day notice shall be waived.

#### **F. Promotions**

1. Promotional vacancies shall mean an opening in any position which would result in a higher rate of pay for the employee applicant.
2. When promotional vacancies occur during the summer months, notices of such vacancies shall be sent to the Association, posted in the schools and publicized in the Sunday editions of the New York Times and/or the Newark Star Ledger.
3. All applications for promotion shall be acknowledged. It is incumbent upon the applicant to have all credentials on file or submitted prior to the deadline for filing applications. In the event that an applicant does not possess appropriate credentials, s/he shall be so notified before any interviews are scheduled.
4. The Board will make every effort to interview all in-district candidates for promotion who have the necessary qualifications and certification.
5. After the selected candidate has been appointed by the Board, a letter confirming the appointment shall be sent to all applicants. Unsuccessful candidates may arrange an appointment(s) with the Assistant Superintendent for Personnel Services or Board Secretary, where applicable, to discuss the matter.

### **ARTICLE VIII EMPLOYEE FILES**

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

- A. No derogatory material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed by the person submitting the information and the employee has had an opportunity to review the material. Any such material shall be removed from the file no later than five (5) years following the date on which it is placed in the file, except for formal observation reports or evaluations which shall not be removed from the file. However, the request for removal must be initiated by the employee. In



**ARTICLE IX  
SICK LEAVE**

addition, no material required for an active grievance or disciplinary action will be removed until completion of those proceedings is effected.

- B. The employee shall be given the opportunity to acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its contents.
- C. An employee's refusal to sign will be noted by an administrator and a witness.
- D. The employee shall have the right to submit a written answer to any material filed and her/his answer shall be attached to the file copy.
- E. Employees will have the right, upon request, to review the contents of their personnel files and to make copies of any documents in it at their expense. An employee will be entitled to have an Association Representative accompany her/him during such review. An administrator or designee shall be present during such review.
- F. Reasonable arrangements for the purpose of examining personnel files shall be made mutually by the Administration and the Association so that the Administration will not be overwhelmed by a deluge of employees seeking simultaneously to examine their files.
- G. The employee shall indicate in a writing to be placed in her/his file that s/he has examined same.
- H. Only those persons who have an official right and reason for doing so may inspect an employee's file.
- I. Administrators shall place in employees' files information of a positive nature indicating competencies and achievements. Any such material received from concerned, responsible outside sources shall also be included in the employee's file.
- J. The employee shall have the right to add to her/his file any additional information and material. The administrator shall be given the opportunity to acknowledge that s/he has read such materials by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its contents.
- K. In the event that the Board or Administration wishes to use materials such as written memos or notes which are not a part of the official personnel file in making decisions concerning the promotion of an employee, the employee shall, upon request, be shown these materials and have one week in which to make verbal and/or written comments about them. Letters in response to requests for references shall not be covered by this section.

**A. Sequence of Use**

- 1. Each employee will receive, without loss of pay, twelve (12) days leave per year for personal illness which are accumulative.
- 2. Twenty (20) days leave per year without loss of pay for personal illness which are non-accumulative shall only be available to members whose absence is caused by one of the following:
  - a. Childbirth
  - b. Hospitalization or other confinement to a medical facility.
  - c. A serious injury or illness which is supported by medical verification.

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

- 3. Use of sick days shall be applied as follows:

If an employee has been continuously employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

  - a. The twelve (12) accumulative sick leave days allowed for the current school year shall be used;
  - b. The fifty (50) sick leave days which had been previously accumulated shall be used; and
  - c. The twenty (20) non-accumulative sick leave days, if allowed for the current school year, shall be used at which point the employee is no longer entitled to sick leave days without pay deduction. When the employee has used all of his/her sick days, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A:30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

## B. Accumulative

The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously employed in the Woodbridge Township School District is unlimited, except that not more than twelve (12) sick leave days may be accumulated in any one year. For example, if a continuously employed employee is absent from employment due to personal illness for three (3) days in a given year, nine (9) days sick leave only will be added for that year to such employee's accumulated sick leave days.

## C. Less than Full-Time Employment

Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits as described in Part One, Articles IX, X, and XI.

## D. Rate of Supplemental Compensation

Each certified employee who retires under a state administered retirement system with at least twenty (20) years of pension credit, and each non-certified employee who retires under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employee as of the last day of employment. Supplemental compensation shall be payable to eligible employees in a lump sum as follows:

1. A retiring employee with up to ninety-nine (99) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to fifteen (15) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
2. A retiring employee with at least one hundred (100) but not more than one hundred forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to thirty (30) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
3. A retiring employee with at least one hundred fifty (150) but not more than one hundred ninety-nine (199) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to forty-five (45) percent of his/her daily salary rate for each

day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.

4. A retiring employee with two hundred (200) but not more than two hundred forty nine (249) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to sixty (60) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
5. A retiring employee with at least two hundred fifty (250) but not more than two hundred ninety-nine (299) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to seventy-five (75) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.
6. A retiring employee with three hundred (300) or more days of accumulated sick leave at the time of retirement shall be entitled to one hundred (100) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day.

For example: Ten month employees shall have their daily rate computed by multiplying their final year's salary by 1/200th. Twelve month employees shall have their daily rate computed by multiplying their final year's salary by 1/240th. Therefore, if a ten-month employee, upon retirement, earned \$54,700 in the last year of employment and had accumulated 100 sick leave days, s/he would be entitled to a supplemental compensation of \$8,205.00, computed in the following manner:

- a.  $\$54,700 \times 1/200\text{th} = \$273.50$  daily rate.
- b.  $30\% \text{ of } \$273.50 = \$82.05$
- c.  $\$82.05 \times 100 \text{ days} = \$8,205.00$

However, if a ten-month employee, upon retirement, earned \$54,700 in the last year of employment and had accumulated 250 sick days, s/he would be entitled to a supplemental compensation of \$43,750.00, computed in the following manner:

- a.  $\$54,700 \times 1/200\text{th} = \$273.50$  daily rate.
- b.  $75\% \text{ of } \$273.50 = \$205.13$  (\$175.00 limit)
- c.  $\$175.00 \text{ limit} \times 250 \text{ days} = \$43,750.00$
7. All employees hired on or after July 1, 1991 shall receive Supplemental Compensation benefits in accordance with the provisions above, except that the value of the days accumulated shall be based upon the rate of pay in effect for that employee in the year in which the sick days were accumulated. Further, for the purpose of establishing Supplemental Compensation, when accumulated sick days are used by employees hired on or after July 1, 1991, the days

accumulated at the highest salary shall be deducted first.

#### **E. Payment of Supplemental Compensation**

1. The lump sum supplemental compensation payment will be made by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental compensation payment shall still be due and owing. If, however, payment of same presents a fiscal difficulty to the Board, then the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.
2. In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
3. Any employee who is eligible for a disability retirement from either the Teachers' Pension and Annuity Fund or the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section D of this Article for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.
4. At the option of the retiring employee, the cash value of supplemental compensation that is due and owing to him/her at the time of retirement may be converted into a credit for the purchase of health benefits during retirement.

#### **F. Physician's Certificate**

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

#### **G. Absence Due to Illness**

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

#### **H. Workers Compensation**

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

#### **I. Accounting of Accumulated Leave**

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

#### **J. Transfer of Sick Leave**

Any newly hired teacher who has an unused accumulation of sick leave days from another school district in New Jersey shall be granted up to ten (10) days of sick leave credit, provided that proof for such accumulated sick leave is furnished to the Board within two (2) months of the date of employment.

**ARTICLE X  
TEMPORARY LEAVES OF ABSENCE**

**A. Personal Days**

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

**B. Death in Family**

1. Up to five (5) work days absence with pay will be allowed for death in the immediate family. Immediate family shall mean: husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, and grandparent or any other relative residing in the same household.
2. Up to three (3) work days absence with pay will be allowed for death of a near relative.

**C. Legal**

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

**D. Absence Without Leave**

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

**E. Association Days**

A total of thirty (30) days per contract year without loss of pay shall be granted to the Association for use by any of its authorized representatives to attend conventions, institutes, educational conferences, hearings or meetings. Each year, the Association shall provide to the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, a calendar of pre-scheduled events for which the use of Association days might be required and a list of representatives who might require use of Association days. Nothing herein will preclude the Association from seeking permission to use Association days for events which are not included in the calendar provided. No representative shall be permitted to use more than four (4) Association days. Use of Association days shall be subject to the approval of the Association President and the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable.

**F. Summer School**

1. Teachers intending to enroll in prior-approved summer school courses as defined below shall request permission of the Superintendent or his/her designee twenty (20) days before such enrollment. If such permission is granted, it shall be understood that the teacher shall be excused for not more than five (5) days during the last scheduled week of the school year to attend all sessions of the summer school.
2. For purposes of this section, a summer school course shall be defined as a District-approved course of instruction in an approved institution of higher education which begins before the end of the District's school year and generates one or

more course credits.

3. Teachers who have obtained prior approval for enrollment in summer school courses as defined above in Section F.1 and have obtained approval to be excused for no more than five (5) days during the last scheduled week of the school year, will be paid the difference between their regular pay and what is paid the substitute for each day of their absence.

#### **G. Other Leaves**

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

### **ARTICLE XI EXTENDED LEAVES OF ABSENCE**

#### **A. President of the Association**

The Board agrees to grant an unpaid leave of absence to the President of the Association or her/his designee for the purpose of performing duties for the Association. During this leave of absence, the President of the Association shall receive full salary guide credit and shall continue to accrue service in Woodbridge. The Board shall provide full family health benefits coverage to the President of the Association.

#### **B. Anticipated Disability/Sick Leave of Absence**

1. Any employee who will require an extended leave of absence due to an anticipated disability, such as pending surgery or other medical procedures, shall report that status to the Board as soon as said employee becomes aware of same. If the extended leave of absence is due to childbirth, the employee who becomes pregnant shall notify the Board at least 90 days prior to the anticipated date of delivery. At the time of notification, the employee shall submit a physician's certificate attesting to the pending disability.
2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from such leave.
3. An employee may request an unpaid leave of absence to prepare for an anticipated disabling event, which request must be submitted as soon as possible. Such unpaid leaves are subject to the provisions on unpaid personal leave as set forth below:
  - a. In the case of pregnancy, the employee, if she so desires, will be granted an unpaid leave to

prepare for the birth of her child.

- b. Employees whose expected date of onset of disability occurs during periods which would be disruptive to the continuity of the educational process, and who do not take unpaid personal leave prior to the disability, shall be subject to being transferred to alternative duty without loss of pay or benefits while so assigned until such time as the disability occurs.
4. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
5. Requests by employees for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
6. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four (4) weeks before the anticipated date of childbirth at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her ability to work during said four week period of time. This option is granted only to employees actively employed and not to those employees on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four week period, said employee may use any sick leave benefits to which she is entitled providing that the employee's physician provides the Board with a certificate attesting to her inability to continue working, and the Board reserves the right to verify the employee's inability to continue working.
7. The Board may require that an employee anticipating a disabling event may be placed on sick leave if the employee's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by the following:
  - a. The Board's physician and the employee's physician agree that the employee cannot continue working.
  - b. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of physical capacity to continue working.
8. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be

disabled for a recuperative period of four weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under the sick leave policy. This applies only to those employed prior to childbirth and not to those employees who have been out on unpaid personal leave.

- a. If as a result of pregnancy an employee continues to be disabled after this four week period, said employee may use any sick leave benefits to which she is entitled providing that (1) the employee's physician provides the Board with a certificate attesting to her inability to resume working, and (2) the Board reserves the right to verify the employee's disability.
  - b. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
  - c. If the Board's physician and the employee's physician disagree as to the employee's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee, and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.
9. Upon termination of disability an employee is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave for the purposes of recovery following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth therein under Section C below.
- a. Requests by tenured employees for personal leave prior to childbirth, following childbirth and/or adoption shall be granted for the duration of the school year in which these events occur, plus one (1) or two (2) additional school years, if requested by the employee.
  - b. Employees returning from disability/sick leaves of absence shall be governed by Sections E.1 and E.2 of this Article.
10. In no event shall the Board be obligated to extend a non-tenured employee's unpaid leave of absence beyond the contract year for which the employee is employed.
11. If an employee on personal leave shall become pregnant before the expiration of her leave of absence, she shall be able to apply for a personal leave of absence for pregnancy. The same rules which apply to personal leaves for pregnancy shall apply to the new request for leave of absence

for pregnancy.

12. If any employee who has been granted a leave of absence for pregnancy loses her baby by reason of miscarriage, stillbirth, or death of the infant before the expiration of her leave of absence, the employee shall be restored by the Board on her request, as soon as possible, to a position as nearly the same as the position she held when her leave was granted.

### C. Unpaid Personal Leave

1. The Board recognizes that certain personal situations occasionally occur where an employee seeks absence from work without pay. Where this is not inconsistent with the best interests of the educational process and continuity of instruction, the Board may grant individuals unpaid personal leave. Such leave will be granted within the following guidelines:
  - a. Employees may apply for unpaid personal leave for such purposes as preparation for, or recovery from, an employee's physical disability, unique family situations, or the achievement of personal growth goals.
  - b. Mere convenience or pleasure of the employee shall not be considered as valid reasons.
2. Requests for personal leave shall be addressed in writing to the employee's immediate supervisor.
3. The request shall be submitted a minimum of 60 days prior to the onset of the requested leave. In cases of emergency, as determined by the Board, such requests may be submitted less than 60 days prior to the onset of the requested leave. Requests for personal leave that grow from emergency situations shall be addressed directly to the Assistant Superintendent for Personnel Services.
4. The request shall include the reason for the petition and supportive data in accordance with administrative procedure, as well as the time period for which it is being requested.
5. The Board reserves the right to grant personal leave so that the period of leave will coincide with the established schedule for affected educational activities and other educational concerns.
6. Requests for extension of personal leave received from employees already on leave, will be treated as new requests for new leaves and judged in accordance with this policy. Such requests shall be addressed directly to the Assistant Superintendent for Personnel Services.

### D. Military Leave

1. Military leave shall be granted to employees in accordance with the applicable laws of the State

**ARTICLE XII  
PROTECTION OF EMPLOYEES  
AND PROPERTY**

of New Jersey pertaining to the employees of school districts. Any employee who shall enter the active military service of the United States shall be granted a leave of absence without pay for the period of such service. Employees returning from such service shall be reemployed after termination of such leave of absence if such employee has been honorably discharged from service. Employees returning from military leave must notify the Office for Personnel Services sixty (60) days prior to discharge. For the purpose of determining the appropriate step on the salary schedule upon which such an individual is to be placed, service prior to the leave of absence and subsequent to her/his return to employment shall be considered as continuous service in Woodbridge as though the same had not been interrupted by military leave provided, however, that a maximum of four (4) years' credit for military service for the purpose of determining the appropriate step on the salary schedule shall be granted to any employee.

2. An employee's eligibility for benefits, including unused accumulated sick leave and credits toward sabbatical eligibility, shall not be affected by a military leave of absence as provided for in this Article. For this purpose, the employee's service prior to leave of absence and subsequent to her/his return to employment shall be continuous service in Woodbridge as though the same had not been interrupted by military leave.

**E. Other Provisions Pertaining to Leaves**

1. Notices shall be sent to employees returning from leave on the first day of school in September at least sixty (60) days prior to the opening of school indicating the school's name and number. Where such notice is not possible or change becomes necessary, the employee shall be notified as soon as administratively possible.
2. An employee returning from a leave of absence shall receive the same salary increment as those employees within the system who have the same number of years of service credit in the District.

**F. Other Leaves**

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

**A. Assault**

Employees shall immediately report to their immediate supervisor in writing any and all allegations of assault suffered by them in connection with their employment. Such report shall be forwarded through the administration to the Board, which shall comply with any reasonable request from the employee for information in its possession, not privileged under law, which materially relates to the incident(s) or person(s) involved. (See Appendices B&C for informational purposes)

**B. Disruptive Pupils**

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

**C. Indemnification**

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

**D. Personal Property**

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

## **ARTICLE XIII INSURANCE PROTECTION**

### **A. Health Insurance and HMO Option**

1. The Board will pay for the full cost of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits), and a \$1,000,000 limit under the Major Medical coverage. Coverage includes the full cost of all hospital extras including anesthesiology.
2. Effective October 1, 1993, the surgical schedule shall be the same as the surgical schedule of the State Health Benefits Plan in effect as of October 1, 1993. The Major Medical deductibles shall be \$100.00 each for any two family members and \$100.00 for a single member, after which reimbursement is at 80%. Single or family members covered by this basic health insurance coverage will not have to pay more than \$400 per year out-of-pocket under this Major Medical coverage. Once \$2,000 in eligible expenses is reached in any given year, Major Medical will reimburse at the rate of 100%.
3. Effective October 1, 1993, a procedure for precertification of in-patient hospitalization shall be in effect.
4. Coverage for out-patient mental health care shall be thirty-five dollars (\$35.00) per session and one thousand five hundred dollars (\$1500) per year.
5. Employees shall have the option to join either a group practice HMO or an individual practice HMO. If the employee opts for HMO coverage for total health benefits, the Board contribution per employee shall be for no more than the cost of conventional coverage.
6. The Board will pay the full cost of all insurance benefits as described in Sections A, B, C and D of this Article for any employee who retires under a state administered retirement system after twenty (20) years of service in Woodbridge Board payment of said insurance benefits shall be made only from the age of 55 until the age of 65 of the retiree, at which time s/he will have the right to maintain the same insurance coverage at her/his expense.
7. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse. In the event, however, the surviving spouse shall remarry, no additional coverage shall be purchasable by the spouse. For example, if, upon the death of an employee or retiree the surviving spouse continues to be covered under a family coverage plan, that spouse may not purchase additional family coverage under any circumstances.

8. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this Article. This shall not, however, restrict modifications to contract benefits which are mandated by state or federal law. Any compliance with the requirements of state or federal law shall be implemented immediately without the necessity of negotiations between the parties.

### **B. Dental Plan**

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

### **C. Prescription Plan**

The Board will provide a prescription plan for all employees and their dependents. Effective October 1, 1993, the co-payment for generic prescription drugs shall be one dollar (\$1.00) and the co-payment for brand name prescription drugs shall be five dollars (\$5.00). There shall also be a mail order option for prescription drugs without co-payment.

### **D. Optical Plan**

The Board will provide employees with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 75% of the cost of the premium.

### **E. Employee Assistance Plan**

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

### **F. Information**

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

### **G. Processing**

Personal information regarding a physician's diagnosis, the nature of an employee's illness, etc., shall not be processed by Board employees, but shall



be processed exclusively by the personnel of the insurance carrier. It shall be the employee's responsibility to obtain the verification of employment from the Board Secretary's office. All further processing of all claims and follow-up thereof will be the responsibility of the employee unless informational aid is requested.

#### H. Auto Insurance

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

#### I. Income Protection Insurance

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

#### J. Insurance Waiver Option

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

### ARTICLE XIV SALARY PAYMENT PROCEDURES

#### A. Payroll Deduction of Association Dues

1. Dues for the Association shall be deducted from the pay of all employees signing authorization cards according to the State Department of Education rules.
2. The monies withheld shall be forwarded to the Association's Treasurer within two (2) work days following the end of each pay period.

3. Any employee on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the bargaining unit, and any employee previously employed within the bargaining unit who does not join within ten (10) days of reentry into employment within the bargaining unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the Association. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees, provided that no modification is made in this provision by a successor Agreement between the Association and the Board. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.
4. The Association shall indemnify and hold the Board harmless from and against any and all claims, demands, suits, liability and expenses, including reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.
5. The Association shall provide to the Board and to all non-Association members evidence of the existence of a "Demand and Return" system that is designed in compliance with the requirements of New Jersey and federal law before any deductions are made pursuant to the terms hereof.

#### B. Credit Union

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

### **C. Limitations**

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

### **D. Tax Sheltered Annuities**

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

### **E. Substitute Teachers**

1. Substitute teachers shall be paid twice per month with the provision that their first pay shall be the last pay period in September and the last pay shall be on the first of July or as soon as administratively possible, but in no case later than July 15.
2. In the event that any substitute does not work in a given month(s), the collection of dues for that month(s) shall be the sole, exclusive and direct responsibility of the Association. Dues will be collected by the Board under this checkoff provision only for months in which substitute teachers work.

### **F. Compensation Other Than Salary**

1. All compensation other than regular salary shall be paid in the pay period following the pay period in which the compensation is earned or vouchered, whichever is later, unless otherwise provided for by this Agreement.
2. All compensation other than regular salary which exceeds one hundred dollars (\$100) in a given pay period shall be paid in a separate check.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

### **A. Separability**

1. If any provision of the Agreement is or shall at

any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
3. In case of any direct conflict between the express provisions of this Agreement and any Board or Administrator's policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
4. All provisions in the present Agreement shall remain in full force and effect except as modified by agreement.

### **B. No Reprisals**

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

### **C. Compliance Between Individual Contract and Master Agreement**

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

### **D. Reproduction of the Contract**

Copies of this Agreement shall be printed at the Board's expense. The cover design and format shall be jointly approved by the Board and the Association. A copy of the Agreement, upon reproduction, shall be provided to each employee by the Board. Newly-hired employees shall be provided with copies by the Board through the Association. One hundred (100) copies of the Agreement shall be provided to the Association for each year of the Agreement.

**ARTICLE XVI  
DURATION OF AGREEMENT**

**A. Duration Period**

This contract shall be effective July 1, 1993 and shall continue in effect through June 30, 1996 subject to the Association's right to negotiate over a successor Agreement.

**B. Status of Incorporation**

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.

**WOODBRIIDGE TOWNSHIP BOARD OF EDUCATION**

By *Joseph E. Martino* (President)

By *Vincent J. Smith* (Secretary)

**WOODBRIIDGE TOWNSHIP EDUCATION ASSOCIATION**

By *Tanya Gallina* (President)

By *Andrew L. Diodato* (Secretary)

**Appendix A  
Personal Day Request Form**

**Woodbridge Township School District  
Woodbridge, New Jersey 07095**

School \_\_\_\_\_

Date \_\_\_\_\_

Dear Principal:

This letter is to request one day personal leave on \_\_\_\_\_.

My reason for requesting personal leave is:

\_\_\_\_\_ Personal

\_\_\_\_\_ Religious

\_\_\_\_\_ Legal (except court summons)

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Administrator

**Note: Familiarize yourself with the provisions of Part One, Article X.A in the Employee Agreement concerning personal leave. Please keep in mind that personal leave is essentially for religious, legal or other grave reasons.**

## **Appendix B Disorder and Disruption of Educational Program**

It is the legal responsibility of the Woodbridge Township Board of Education to provide school facilities and to maintain an appropriate program of education for the school children of the community. It is the right of these children to attend these schools and to receive the best education possible. Any disruption of the schools or interference with their normal operation offends this right thereby violating the law, and this shall not be tolerated or condoned.

It is recognized that existing conditions may need improvement from time to time. Any student, or students, wishing to express themselves because of some disagreement has the right to express his/her feelings in a reasonable and orderly manner to his/her student representatives. Any disagreement not resolved by the elected student officers may be presented to the principal upon request in a reasonable and orderly manner. The principal will consider and evaluate grievance presented and will render a decision which in his/her professional judgment, is in the best interest of the student body.

If the students are not satisfied with the decision rendered, they then have the right, through the regular channels of communication, to appeal to the next higher authority in writing. If still not satisfied, they may continue upward, still keeping in mind the regular channels of communication. The sequence of administrative authority is: Principal, Director (Elementary or Secondary), Assistant Superintendent, Superintendent, Board of Education, County Superintendent of Schools, and Commissioner of Education.

Violence, disruption, vandalism, seizure of school buildings or part of school buildings, constitute a serious breach in school discipline, school safety and the law and therefore cannot and will not be permitted under any circumstances. Students participating in any such activity are subject to any and all disciplinary measures available to the building principal, and subject their parents to money damages for harm or destruction of school property. Students and other persons participating in the above-named activities will be subject to whatever legal action is available and deemed appropriate. The right of normal operation of any school is constitutional in origin, and this right shall be protected as shall the safety of each and every child who attends school.

Reference: 2A:126-4, -5, 148-14, 170-28; 18A:6-1, 37-2

Date Adopted: 4/18/73

Date Revised: 12/21/78

## **Appendix C Suspension and Expulsion**

Suspension, a function of the school principal, is a serious disciplinary sanction which may be taken against the student. Suspension is defined as the withdrawal of a student from her/his regular classes for a given period of time. Such action is to be taken only as a last measure after all other disciplinary techniques have been exhausted.

- A. Legal causes for suspension of a student include:**
1. continued and willful disobedience.
  2. open defiance of the authority of any teacher or person having authority over him/her.
  3. habitual use of profanity or obscene language.
  4. vandalism..
  5. defiance of policies of the Board of Education.
  6. disruption of the educational process.
  7. interference with the health and safety of others.
  8. violation of law or ordinances.
- B. Administrative causes for suspension of a student include among others:**
1. smoking in school or on school grounds.
  2. fighting.
  3. habitual truancy.

4. insolvency to a teacher.
- C. In any disciplinary action, the student is entitled to due process. The procedures include:
1. statement in writing by the teacher or individual making the complaint of the reason or reasons for sending the student to the office.
  2. presentation to the student by administrator of the allegations made against him/her.
  3. full opportunity given to student to state his/her position.
  4. contact with home by telephone and by letter.
  5. conference with parents, student, and administrator.

The length of suspension depends upon the nature of the infraction. The Office of the Superintendent shall be informed monthly of all suspensions of three days or less duration. No suspension may exceed three days unless the Superintendent has been informed and has given his/her consent.

No suspended student may leave the building to go home unless permission to leave has been granted by a parent or a parent takes the student home. If the administrator has been unable to contact the parents, the student must remain in school until dismissal. Every student has the right to make up the class work missed during the period of his suspension. The record of absence shall be made part of his/her permanent attendance record. No permanent record shall be kept on disciplinary infractions.

Students suspended for a period of time longer than a short-term suspension shall be afforded a formal hearing which shall take place not later than 21 calendar days after the suspension occurs. The Board requires that each such hearing shall be closed to the public but should all parties thereto agree, the hearing may be publicly held.

Reference: 18A:37-1 et seq.  
Date Adopted: 7/74, 6/17/79, 6/21/79  
Date Revised: 12/12/78

## **Appendix D Indemnity of Officers and Employees Against Civil Actions**

18A:16-6

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

## **Appendix E Indemnity of Officers and Employees in Certain Criminal Actions**

18A:16-6.1

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

**Appendix F  
Request to Leave Building**

**Woodbridge Township School District  
Woodbridge, New Jersey 07095**

School: \_\_\_\_\_

Date: \_\_\_\_\_

Time Out: \_\_\_\_\_

Time In: \_\_\_\_\_

**Dear Principal:**

**This is to indicate that I have had to leave the school building during my preparation period, and I was unable to obtain administrative permission to do so. The reason for my leaving is as follows:**

\_\_\_\_\_ **School related as explained below.**

\_\_\_\_\_ **Non-school related as explained below.**

**Explanation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## **Part Two**

# **Non-Supervisory Certified Personnel**

**ARTICLE I  
WORK YEAR**

**A. Work Year**

1. The following shall be the teacher work year:
  - a. 180 instructional days.
  - b. One teacher planning day prior to the start of school.
  - c. A two-day workshop of new teachers shall be scheduled prior to Labor Day. New teachers hired after the two-day workshop will be required to attend four afternoon workshop sessions scheduled during the first half of the school year. New teachers attending such workshops shall receive one (1) in-service credit.
2. As in the past, the Board shall schedule holidays and vacation periods consistent with the educational needs of the District.
3. Guidance Counselors, Curriculum Specialists, Substance Awareness Coordinators and members of the Child Study Teams shall report five work days before the teachers' first day of work. They shall work until June 30 unless there are more than five (5) days after the end of the students' school year in which case they shall work only five (5) days after the end of the students' school year.
4. Teachers shall have an early dismissal work day on the day before Thanksgiving and on the last day before the winter recess.

**B. School Calendar**

1. The parties recognize the authority and duty of the Board pursuant to New Jersey law to promulgate a school calendar.
2. School calendars shall be forwarded in writing to all teachers and the Association within ten (10) school days after adoption by the Board.
3. If changes in any adopted calendars are contemplated, teachers and the Association will be given ten (10) school days written notice, except in cases of emergency.

**ARTICLE II  
TEACHING HOURS AND TEACHING LOAD**

**A. Elementary Teachers' Work Day**

1. Elementary teachers shall report to their assigned stations not later than 8:55 am and shall commence their teaching duties at 9:05 am.
2. Elementary teachers are herein guaranteed a lunch period of not less than fifty (50) minutes. In

the event of a delayed opening or an unscheduled early dismissal, lunch period shall be reduced by twenty-five (25) minutes.

3. The work day for elementary teachers shall end at 3:30 pm except as set forth in Sections C.1 and C.2 below. However, when circumstances and the educational needs of the students require that the work day begin at a different time, e.g. tutorial instruction, etc., such work day shall not exceed six hours and thirty five minutes (6 hrs. 35 mins.) duration.
4. All elementary teachers, including special area teachers who teach Art, Physical Education, Music, Speech and Compensatory Education, shall be guaranteed ten (10) preparation periods of a thirty (30) minute duration per two (2) weeks. At least two (2) of these periods may be combined to create one (1) preparation period of a sixty (60) minute duration.
5. There shall be eight (8) elementary parent conference days.
  - a. Two (2) parent conference days shall be scheduled from 2:00 pm to 3:30 pm for the Fall semester;
  - b. Two (2) parent conference days shall be scheduled from 2:00 pm to 3:30 pm for the Spring semester;
  - c. Two (2) parent conference days shall be scheduled from 7:00 pm to 9:00 pm for the Fall semester;
  - d. Two (2) parent conference days shall be scheduled from 7:00 pm to 9:00 pm for the Spring semester.
  - e. On all parent conference days students shall be dismissed no later than 1:05 pm.
6. Elementary class lists shall be provided by the school principal prior to the last day of school with the understanding that these lists may be revised prior to the opening day of school. Copies of these lists shall be made available to the school nurse and all special area teachers at the same time.
7. A schedule of assignment of teacher aides shall be posted in the school office available to teachers.
8. In the event that an elementary class exceeds thirty (30) students for a period of more than ten (10) school days without the class being supplied with either an additional teacher or a teacher aide, then the teacher in whose class this occurs shall, on the eleventh school day, receive overload pay determined by the following formula:

$$\frac{\text{teacher's annual salary}}{30 \times 200} =$$

The daily rate per additional student above thirty (30) for each day that said student(s) is/are in the classroom until such time as

another teacher or teacher aide is also in the classroom or until such time as the teaching load reduces to thirty (30) students or less.

## **B. Secondary Teachers' Work Day**

### **1. High School**

- a. High school teachers shall report to their assigned stations no later than 7:35 am.
- b. The work day for high school teachers shall end at 2:25 pm, except as set forth in Sections C.1 and C.2 below.
- c. When circumstances and the educational needs of the students require that the work day for high school teachers begin at a different time, e.g. detention, tutorial instruction, etc., such work day shall not exceed six hours and fifty minutes (6 hrs. 50 mins.) duration.
- d. High school teachers are herein guaranteed a duty-free lunch period equal to that of the students.

### **2. Middle School**

- a. Middle school teachers shall be on duty at their assigned stations no later than 8:15 am.
- b. The work day for middle school teachers shall end at 3:05 pm, except as set forth in Sections C.1 and C.2 below.
- c. When circumstances and the educational needs of the students require that the work day for middle school teachers begin at a different time, e.g. detention, tutorial instruction, etc., such work day shall not exceed six hours and fifty minutes (6 hrs. 50 mins.) duration.
- d. Middle school teachers are guaranteed a duty-free lunch period equal to that of the students, but not less than thirty-five (35) minutes.

3. Every secondary teacher shall be guaranteed at least five (5) preparation periods per week.

4. A secondary teacher shall not teach more than two (2) subject areas nor more than three (3) preparations during any semester. In the event that this is not possible, the teacher shall be relieved of any duty prior to the first class period, as well as homeroom.

5. Departmentalized teachers shall not be required to teach more than three (3) consecutive classes without either a lunch break or a preparation period with the exception of teachers of home economics, industrial arts, laboratory sciences, and art.

6. No secondary teacher shall be assigned more than twenty-five (25) class periods and five (5) assigned periods per week with the exception of driver education teachers. However, up to thirty (30) class periods per week with a corresponding

reduction of assigned periods may be assigned with the approval of the teacher involved.

7. Teachers of secondary English classes shall have a teaching load not to exceed one hundred thirty (130) pupils. This may be modified for educational purposes only as it may apply to large group instructional programs, team-teaching programs and approved experimental programs.

8. Teachers assigned to bus duty will be relieved of a homeroom assignment.

9. Audio-visual coordinators in secondary schools shall have their teaching load reduced by at least one (1) class per day and they shall be free of other duties during the homeroom period.

## **C. Meetings**

1. Teachers may leave the building at the end of the school day as soon as all buses have cleared the school grounds unless requested to remain for teacher meetings, in-service training programs or extra help for pupils and/or parent conferences. Such meetings, programs and conferences shall be limited as follows:

a. In no case shall teachers be required to remain for more than two (2) sixty (60) minute teacher meetings per month, except in emergencies.

b. In no case shall teachers be required to remain for more than two (2) hours of in-service training per month, to a maximum of eight (8) hours per year. In-service training shall be defined to include state mandated programs and preparation for new instructional programs. In-service training does not include such activities as curriculum work, test writing, lesson planning, etc.

c. Pupils and parents are encouraged to seek help and assistance at a time that is mutually acceptable.

d. Except in emergencies, meetings and programs which take place after the regular school day and which require teacher attendance shall not be called on any day immediately preceding any day upon which teacher attendance is not required at school.

e. Except in emergencies, teachers shall be given a schedule of any required meetings or programs by the first day of each month and at least two (2) days prior to any pupil or parent conference.

2. Duties which teachers are required to perform beyond the school day shall be equally distributed and, with the exception of parents' night, no teacher shall be required to perform more than two (2) per year.

3. Teacher preparation periods shall be generally used for the following purposes, at the teacher's

discretion: planning lessons; grading/evaluating papers; completing required reports; working on curriculum projects; preparing equipment and materials for class; taking reasonable rest periods; study and professional reading; conference with staff and/or parents; observing other teachers with that teacher's permission; providing extra help to pupils.

#### **D. General Provisions**

1. Teachers will not be required to make written excuses for an occasional tardiness. Habitual lateness is not herein condoned and should be discouraged through conferences with the appropriate administrative authority. In no case shall this function be delegated to a clerk or secretary.
2. Teachers may leave the school building during their lunch periods and, with administrative permission, during their preparation periods. If the administrator or her/his designee is not available to grant prior permission, an appropriate form will be completed by the teacher leaving the building, and the completed form shall be filed with the administrator's secretary. A copy of the form to be used is included as Schedule F.
3. The principal or her/his designee shall make available to teachers a master list of supplies ordered at the beginning of each school year. Teachers will be informed of deliveries as soon as possible after their arrival.
4. Curriculum-related field trips shall be approved by the principal whose decision shall be governed by the following guidelines:
  - a. When a field trip lasts for the entire school day, the Board shall provide a qualified substitute for classes not participating in the trip.
  - b. When a field trip lasts for less than a full day, class coverage will be provided at Board expense.
5. Child Study Teams, Curriculum Specialists and Substance Awareness Coordinators
  - a. The work day for Child Study Team members, Curriculum Specialists and Substance Awareness Coordinators shall be from 8:30 am until 4:30 pm with one (1) hour for lunch.
  - b. Members of Child Study Teams, Substance Awareness Coordinators and Curriculum Specialists shall work the same number of hours as classroom teachers on the last student day of the school year.
6. The work day of Guidance Counselors shall be the same throughout the work year.

### **ARTICLE III NON-TEACHING DUTIES**

#### **A. Cafeteria Duty**

Cafeteria duty shall be assigned on a voluntary basis to the extent that this is possible. No teacher shall be involuntarily assigned cafeteria duty for more than two consecutive years. Every attempt shall be made to distribute this assignment equally among all staff members.

#### **B. Proscribed Duties**

Teachers shall not be required to perform the following duties:

1. Bulk transporting of student copies of books.
2. Collecting premiums for student insurance or preparing lists or in any way subsidizing the operation of an insurance company, other than the distribution of forms necessary for implementation.

#### **C. Transportation**

Teachers shall not be required to drive students except as prescribed by law. A teacher may do so voluntarily, however, with the approval of her/his principal or immediate supervisor. S/he shall be compensated at the rate of twenty-five and one-half (25.5) cents per mile for the use of her/his own automobile in 1993-94, twenty-six (26.0) cents per mile in 1994-95 and twenty-six and one-half (26.5) cents in 1995-96.

### **ARTICLE IV EMPLOYMENT PROCEDURES**

#### **A. Salary Schedule Credit**

1. All teachers new to the District shall be granted credit for prior full-time teaching experience. A new teacher entering the District shall be placed on the same step of the appropriate guide as a current employee with the same creditable experience.
2. The Board will allow up to four (4) years credit on the salary guide for teachers who have taken leave for military service, the Peace Corps, or the VISTA program.

#### **B. Replacement Teachers**

At the time a replacement teacher is hired, s/he shall be informed of her/his status as a replacement teacher.

## **ARTICLE V SALARIES**

### **A. Teachers' Salaries**

1. Teachers' salaries shall be established in accordance with the provisions of this Article and the Teachers' Salary Schedule.
2. To be eligible for an annual increment, a teacher must have been employed a minimum of ninety (90) school days in the preceding school year. An annual teacher reappointment does not guarantee an increment.
3. Full-time guidance counselors shall be paid according to the teachers' salary schedule plus an additional five (5) percent so long as they continue to serve as guidance counselors. This five (5) percent shall be included as part of the annual base salary for pension purposes and shall be paid along with the annual base salary in twenty (20) equal payments.
4. Child Study Team members, including School Social Workers, Learning Disability Teacher Consultants and School Psychologists, Curriculum Specialists and Substance Awareness Coordinators shall be paid according to the Teachers' Salary Schedule plus an additional fifteen (15) percent.
5. Teachers in charge of Language Laboratories and Computer Laboratories in high schools shall receive a differential of \$980 in 1993-94; \$1,000 in 1994-95 and \$1,020 in 1995-96. Teachers in charge of middle school Computer Laboratories shall receive a differential of \$612 in 1993-94; \$624 in 1994-95 and \$636 in 1995-96. Teachers in charge of elementary school Computer Laboratories shall receive a differential of \$450 in 1993-94; \$459 in 1994-95 and \$468 in 1995-96.
6. Subject area and guidance staff leaders in the middle schools shall receive a differential of \$612 in 1993-94; \$624 in 1994-95 and \$636 in 1995-96. Team leaders shall receive a differential of \$857 in 1993-94; \$874 in 1994-95 and \$891 in 1995-96, except that sixth grade team leaders shall receive \$500 in 1993-94; \$510 in 1994-95; and \$520 in 1995-96.
7. Employees who, prior to September 1, 1979, worked as teacher coordinators of Cooperative Marketing Education (C.M.E.), Cooperative Business Education (C.B.E.), and Cooperative Industrial Education (C.I.E.) and continue to so work, shall continue to be paid a \$400 differential. Effective September 1, 1979, employees new to the positions identified above (C.M.E., C.B.E., and C.I.E.) shall not receive any differential.
8. Employees who, prior to July 1, 1977, worked in positions as teachers of Industrial Arts and

teachers of mentally and physically handicapped pupils (other than Bedside teachers), Speech teachers and Remedial Reading teachers, and continue to so work, shall continue to be paid a \$400 dollar differential. Effective July 1, 1977, employees new to the above identified positions shall not receive any differential.

### **B. Coaches' Salaries**

1. The coaches' salaries shall be established in accordance with the Coaches' Salary Schedule.
2. The coaches will receive separate pay checks in the second and third pay periods after the conclusion of the season.
3. Effective July 1, 1994, any work of coaches of fall sports during the months of July and August shall be provided on a voluntary basis without compensation.

### **C. Extra-Curricular Salaries**

1. The extra-curricular advisors' salaries shall be established in accordance with the Extra-Curricular Salary Schedule.
2. Advisors of extra-curricular activities shall be paid on January 15th and June 15th as follows:
  - a. First semester activities - January 15th.
  - b. Second semester activities - June 15th.
  - c. Full-year activities - One half pay on January 15th and one-half pay on June 15th.
3. Elementary teachers may be delegated the additional duty of safety patrol supervisor or student council advisor for the additional salary as set forth in the Extra-Curricular Salary Schedule.

### **D. Class Coverage**

1. Teachers in middle schools and high schools shall be paid the following rates for the coverage of classes of any absent teacher:
  - a. For the school year 1993-94, \$16.31 per preparation period (\$21.75 per hour).
  - b. For the school year 1994-95, \$16.64 per preparation period (\$22.19 per hour).
  - c. For the school year 1995-96, \$16.97 per preparation period (\$22.63 per hour).
2. Teachers in elementary schools shall be paid the following rates for the coverage of classes of any absent teacher:
  - a. For the school year 1993-94, \$10.88 per preparation period (\$21.75 per hour).
  - b. For the school year 1994-95, \$11.10 per preparation period (\$22.19 per hour).
  - c. For the school year 1995-96, \$11.32 per

preparation period (\$22.63 per hour).

3. In emergencies where regular substitutes are not available and two classes are combined for the day or a major part thereof, the teacher in charge shall be paid the base rate for a state certified substitute in addition to her/his regular salary. If the class is divided between two or more other teachers, each teacher teaching any part of the split class shall receive a proportionate amount of that rate in addition to her/his regular salary.
4. Any teacher who is required to cover a class that requires compensation will receive confirmation of this request in written form.

#### **E. Bedside**

Teachers who are assigned to after-school bedside instruction and after-school driver education shall be paid at the rate of \$21.75 per hour in 1993-94, \$22.19 per hour in 1994-95, and \$22.63 per hour in 1995-96.

#### **F. Transportation**

When Board supplied transportation is not available and where no other provisions for payment are stipulated, all teachers who use their own automobiles for school business and have received prior approval for such use shall be compensated at the rate of twenty-five and one-half (25.5) cents per mile in 1993-94, twenty-six (26.0) cents per mile in 1994-95 and twenty-six and one-half (26.5) cents per mile in 1995-96.

#### **G. Part-Time**

Part-time teachers shall be paid on the basis of this Article and a proration of the Teachers' Salary Schedule.

#### **H. Retirement**

Teachers with twenty (20) years of service in the District contemplating retirement from service within five (5) years under N.J.S.A. 18A:66-43 and who are at least sixty (60) years of age, shall, after submitting written notice to that effect to the Board, be placed on the supermaximum at the beginning of the following school year.

#### **I. General**

All teachers shall satisfactorily complete all items on their annual clearance forms prior to receiving their final paychecks for the school year. Guidance

Counselors, Child Study Team members, Substance Awareness Coordinators and Curriculum Specialists shall receive their final paycheck on the last work day.

#### **J. Substitute Teachers - State Certified**

1. The regular per diem rate for state certified substitute teachers shall be \$86.00 in 1993-94, \$88.00 in 1994-95, and \$90.00 in 1995-96 for the first twenty-five (25) days worked in a given school year.
2. The regular per diem rate shall increase to \$98.00 in 1993-94, \$100.00 in 1994-95, and \$102.00 in 1995-96 for every day thereafter.
3. State certified substitute teachers shall be paid the following differentials in addition to the regular per diem rate:
  - a. A retroactive differential of \$37.00 per day in 1993-94, \$38.00 per day in 1994-95 and \$39.00 per day in 1995-96 upon working for at least twenty (20) consecutive school days in the same position.
  - b. A retroactive differential of \$55.00 per day in 1993-94, \$56.00 per day in 1994-95, and \$57.00 per day in 1995-96 upon working for at least thirty (30) consecutive school days in the same position.
  - c. The maximum rate a substitute teacher can receive in 1993-94 shall be \$153 per day; in 1994-95 \$156.00 per day; in 1995-96 \$159.00 per day.

#### **K. Substitute Teachers - County Certified**

1. The regular per diem rate for county certified substitute teachers shall be \$80.00 in 1993-94, \$82.00 in 1994-95 and \$84.00 in 1995-96 for the first twenty-five (25) days worked in a given school year.
2. The regular per diem rate shall increase to \$86.00 in 1993-94, \$88.00 in 1994-95, and \$90.00 in 1995-96 for every day thereafter.

#### **L. Supermaximum**

1. In 1993-94, teachers who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand dollar (\$1000) supermaximum as set forth below:
  - a. \$500 in the 21st year.
  - b. \$500 in the 22nd year.
2. In 1994-95, teachers who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand twenty dollar (\$1020) supermaximum as set forth below:
  - a. \$510 in the 21st year.
  - b. \$510 in the 22nd year.

3. In 1995-96, teachers who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand and forty dollar (\$1040) supermaximum as set forth below:
  - a. \$520 in the 21st year.
  - b. \$520 in the 22nd year.

## ARTICLE VI EVENING SCHOOL AND SUMMER SCHOOL

### A. Posting

All openings for positions in the accredited evening high school programs and summer school shall be publicized by the Superintendent in accordance with the procedures as set forth in Part One, Article VII.D of this Agreement. Summer school openings shall be publicized not later than the preceding June 1st. Vacancies in the accredited evening high school shall be posted as they occur.

### B. Criteria

The Board retains the right to appoint teachers from within or without the District to accredited evening high school and summer school positions. However, all applications from current staff members for such positions shall be acknowledged in writing, and those teachers shall be interviewed.

### C. Salary

1. All teachers covered by this Agreement shall, if appointed to employment in the accredited evening high school, summer school or other similar assignments, be paid \$21.75 per hour in 1993-94, \$22.19 per hour in 1994-95, and \$22.63 per hour in 1995-96.
2. Nurses required to assist in physical examinations during summer months shall be paid \$21.75 per hour in 1993-94, \$22.19 per hour in 1994-95 and \$22.63 per hour in 1995-96.
3. C.I.E., C.B.E. and C.M.E. teachers who are employed during the summer shall be paid at the rate of one-half (1/2) percent per day of their regular salary.
4. Graphic Arts instructors who are employed during the summer shall be paid at the rate of one-half (1/2) percent per day of their regular salary.
5. The band director and his/her assistants who staff Board authorized practice sessions during the summer shall be paid at the rate of \$21.75 per hour in 1993-94, \$22.19 per hour in 1994-95, and \$22.63 per hour in 1995-96.

## ARTICLE VII EVALUATION

### A. Supervision and Teacher Evaluation

The supervisory program for teachers of the District shall consist of five (5) phases:

- a. Classroom visitation and observation.
- b. Follow-up conference with teacher and observer.
- c. Annual evaluation report (tenured staff).
- d. Tenure recommendation to Superintendent.
- e. Tenure recommendation by Superintendent to the Board.

### B. Classroom Visitation and Observation

1. It shall be the administrative procedure that all teachers be visited and observed by both a subject-matter specialist and an administrator, wherever available. Follow-up conferences shall be held by the observer with the teacher as soon as possible, but in any event, no later than three (3) school days after each visit. As a result of each visit and conference the observer shall complete a report on the approved District form.
2. Problems caused by classroom interruptions, other than classroom visitations and observations, both by teachers and administrators, should be discussed at each building level and effective practices established to overcome said problem.
3. The observer is to submit one copy of the form to the teacher observed, one copy to the principal's office and a third copy to the Assistant Superintendent for Personnel Services for the teacher's District personnel file.
4. The teacher may submit a self-evaluation for each observation on a form identical to that used by the observer prior to the follow-up conference. This self-evaluation shall be attached to the official observation form and shall be placed in the teacher's District personnel file.
5. Tenured teachers should be visited at least once each year by a representative of both the subject-matter specialist (where available) and the administration. These reports of the observations and conferences for tenured teachers shall be used as a basis for the annual evaluation reports to be made by the building principal.
6. If an administrator/supervisor/coordinator observes a teacher or class for more than 15 minutes, the observation shall be written up.
7. First-year teachers shall have the right to be familiarized with the District evaluation and observation forms and procedures prior to the beginning of the first observation.

8. No teacher shall be required to sign an incomplete observation report or annual evaluation report.

### **C. Follow-up Conference**

1. Conferences might relate to the observation/evaluation in areas including, but not limited to, varied techniques of instruction, varied activities utilized, depth of lesson plans and their execution, organization and management of the class and classroom, full utilization of class time, degree of maximum pupil participation, classroom atmosphere, motivating techniques, maximum use of equipment, supplies and materials and other instructional techniques as they might relate to specific subject areas.
2. Observers should be prepared to offer constructive suggestions, where necessary, for improved teaching techniques, for new and varied resource materials, for class organization, for improved lesson planning, for meeting the needs of individuals as well as the group, and for the proper implementation and completion of minimum curriculum standards.
3. Conferences should result in growth and learning by the teacher.
4. When teacher discipline is being contemplated by an administrator, the teacher shall have the right to have an Association Representative present during the conference.

### **D. Annual Evaluation Reports (Tenured)**

Annual evaluation of tenured teachers shall be processed in the prescribed manner noted above, but such reports shall be submitted by June 1st of each school year.

### **E. Annual Evaluation Reports (Non-Tenured)**

1. Annual evaluation reports shall be completed by the building principal (or the designated administrator) by April 1 of each school year. One copy shall be given to the teacher, one copy sent to the Office for Personnel Services and filed in the teacher's District personnel file, and a third copy placed on file in the teacher's building personnel file.
2. Subject specialists may be called upon to assist in the development of evaluation reports and will be expected to review the evaluation reports upon completion.
3. Principals shall be expected to confer with non-tenured teachers regarding their annual evaluation prior to placing the report on file.

4. Teachers' signatures on each evaluation report shall indicate that such conference was held and that they are familiar with the contents of the evaluation. Such a signature shall not mean that the teacher necessarily approved the contents of the report. Evaluations will continue to be signed in ink by the evaluator and teacher being evaluated.

### **F. Other Procedures in Supervisory Programs**

1. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in a teacher's file, or otherwise acted upon until the teacher has had a conference with the observer.
2. All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. Surreptitious use of public address or audio systems and similar surveillance devices shall not be permitted.
3. Because of the confidential nature of observation and evaluation procedures, information on evaluations, observations and conferences shall be accessible to no party except the building and central administrators, the supervisor, the department head and/or coordinator, the teacher involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.
5. Classroom supervision shall be regarded by all parties concerned as a means to assist in improving instruction, not as a means to harass the parties being observed and evaluated.
6. All supervisors and administrators, directly or indirectly responsible for the supervision of a teacher, shall have the right to visit classrooms or other activities under the teacher's jurisdiction at any time.

## **ARTICLE VIII FAIR DISMISSAL PROCEDURE**

### **A. Notification of Status**

A non-tenured teacher will be informed of the Superintendent's recommendation as to whether s/he has been granted tenure at least sixty (60) days prior to the expiration date of her/his probationary period and shall be informed in writing of the final action of the Board on the granting or denial of her/his tenure at least sixty (60) days prior to the expiration date of her/his probationary period.



## **B. Reasons**

A non-tenured teacher who is not granted a contract may request a meeting with the Superintendent who shall arrange such a meeting with the teacher within ten (10) school days after the receipt of such a request. The teacher shall be shown any rating forms that have been completed by the administration. If s/he so chooses, s/he may be accompanied by an Association Representative.

## **ARTICLE IX TEACHER - ADMINISTRATION LIAISON**

### **A. Teacher Liaison Committees**

1. Members of the Teacher Liaison Committee in each school shall be nominated in an open meeting of the faculty each September.
2. A ballot shall be prepared of all nominees by a member of the clerical staff under the joint supervision of the principal and an Association Representative. Within one week, a secret ballot election shall be conducted under the joint supervision of the principal and an Association Representative.
3. At least one Association Representative shall be an ex-officio member of the Teacher Liaison Committee.
4. The Teacher Liaison Committee shall consist of not less than three, nor more than eight, teachers in each school.
5. The Superintendent and the Association President shall be sent copies of the minutes of the meetings from each building.

### **B. Communication**

1. The principal of each school shall meet with the Association Representative at the request of either party to discuss school operation and questions relating to the implementation of this Agreement.
2. Proposed changes in existing policies and procedures and new policies and procedures for the school relevant to this Agreement shall be the subject for discussion at such meetings.
3. Policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

## **C. Teacher-Administrative Public Relations Program**

1. All teachers and the Association shall participate in the development and operation of a positive and consistent public relations program which would provide year round favorable publicity regarding the accomplishments and problems of the District.
2. A joint committee shall be established as needed consisting of five administrators designated by the Superintendent or her/his designee and five representatives from the Association for the purpose of recognizing District accomplishments and staff or individual staff members' accomplishments and for recommending media releases regarding same. They shall be responsible for the preparation and formal distribution of all releases.
3. It shall be understood that other media releases may be made by the Administration and by the Association without the guidance or recommendations of the Public Relations Committee.

## **ARTICLE X INSTRUCTIONAL COMMITTEES**

### **A. Definition**

Instructional Committees shall include any committee established by the Board or the Administration of which any teacher is a member for the purpose of studying any aspect of the District or other issues pertinent to public education.

### **B. Membership**

The Association President may submit a list of no more than three (3) names of teachers who have credentials appropriate to the subject under study to the Superintendent for consideration for appointment for each Instructional Committee. The Superintendent shall appoint one (1) or more of the teachers on the list to the committee for which the list was prepared. In the event that the Superintendent finds no teacher on the list to be acceptable for appointment, the Association President shall submit another list of three (3) names. The Superintendent shall then appoint one (1) or more teachers from the combined lists to the committee.

## **ARTICLE XI SABBATICAL LEAVE**

### **A. Purpose**

1. Sabbatical leaves may be granted for the basic purpose of helping to improve the competence of teachers who receive the leaves, and thereby to help improve the quality of instruction in the District. In no way is this to be interpreted as a reward, remuneration, or compensation, or a type of terminal leave.
2. Sabbatical leaves will be granted for full-time graduate study with an accredited institution for the duration of the leave, or for traveling which is in conjunction with an educational program of an accredited college or university.

### **B. Requirements**

1. The applicant must have a minimum of seven (7) years of service in Woodbridge.
2. Each recipient of a leave must agree to serve a minimum of two (2) years within the District after her/his return from the sabbatical.

### **C. Application**

1. Application forms are to be obtained from the Superintendent's office, but are to be returned to the applicant's immediate supervisor. The applicant shall agree to comply with all the provisions of this Agreement.
2. All applications must be completed listing the purpose of leave, the institution at which the study is to be taken, etc.
3. Applications for a full year's leave must be completed by December 1 of the year preceding the school year in which the leave is granted.
4. All applicants shall receive written notice from the Superintendent's office indicating either acceptance or rejection within one week after the final adoption of the budget, but not later than April 15th.
5. If an application is disapproved and the teacher wishes to apply again the following year or at any other time, a new application must be timely filed with the Superintendent's office.
6. Any changes in the use of sabbatical time after the application has been approved must be sent in writing to the Superintendent's office.

### **D. Benefits**

1. The teacher shall receive a full year leave at 60%

of his/her annual salary.

2. The teacher shall retain all rights, such as tenure, pension, increments and health benefits.
3. If a sabbatical is interrupted by a serious accident or illness causing the teacher to drop out of the approved sabbatical program, the teacher shall be eligible for sick leave benefits commencing with the date of disability. Sick leave benefits shall be based on full salary pursuant to the sick leave provision as set forth in this Agreement under Part One, Article IX.
  - a. The Administration shall be notified of the accident or illness in writing within ten (10) days of the occurrence with a statement from a licensed physician stating the nature and extent of the illness or accident.
  - b. Should the teacher's condition improve so that s/he is fully recovered and the recovery is certified by a licensed physician, the teacher shall return to full-time teaching status, assigned by the Superintendent, to the nearest appropriate position to that which s/he had before the sabbatical began until the new school year at which time s/he will be given an appropriate position.

### **E. Subsequent Leaves**

Once the leave is granted, such persons do not again become eligible for a sabbatical leave until an additional seven (7) years shall have elapsed. The seven (7) years shall be counted from the date of completion of the prior-approved sabbatical leave.

### **F. Return**

A teacher must guarantee a minimum of two (2) years of service upon return from a sabbatical leave. In the event said teacher does not complete two (2) years of service, said teacher shall repay the Board all monies received from the Board during the leave period. The Board may make changes to this requirement upon the recommendation of the Superintendent for such reasons as serious illness or other extenuating circumstances.

### **G. Transfer Notice**

Ten (10) days notice of intention to transfer, where applicable, shall be given to teachers returning from sabbatical leave.

### **H. Employment**

If granted a leave, no other full-time position will be

taken by the teacher during this time for the purpose of earning money, except for grants and/or awards given by a college or foundation.

#### **I. Restrictions or Limitations**

1. A minimum of two (2) sabbaticals per year shall be granted if there are:
  - a. Qualified candidates as determined according to the criteria set forth in Section J below.
  - b. Funds are available as determined by the Board.
2. Teachers granted leaves for study shall be required to file transcripts with the Superintendent upon returning to the District.

#### **J. Selection of Applicants**

1. The following factors will be considered in determining the recommendation of approval of sabbatical leaves:
  - a. Worthiness of proposed purpose.
  - b. Seniority.
  - c. Availability of competent replacement.
  - d. The number or percentage selected from a particular building.
2. Where applicants appear to have identical qualifications, the following factors also must be taken into consideration:
  - a. Evidence of prior interest in self improvement.
  - b. Evidence of teaching interest and dedication to the profession.
3. The Superintendent may use the above listed criteria as well as other factors in selecting candidates. S/he may, at her/his discretion, appoint a screening committee to assist.

#### **K. Salary Payments**

1. All regular salary deductions, such as taxes, pension contributions, etc. will be deducted from the payments received by the teacher. In accordance with the rules and regulations of the Teachers' Pension and Annuity Fund, the pension deduction, based upon the full contractual salary received at the time the leave is begun, shall continue for the duration of the leave.
2. Before beginning a sabbatical leave, the teacher will notify the Superintendent's office in writing where pay checks should be sent.
3. Teachers granted sabbatical leaves shall be paid sixty (60) percent salary less the deductions for taxes, pension, etc. for all regular pay periods established by the Board.

4. The final decision in granting a sabbatical shall be made by the Board on recommendation of the Superintendent, and the action of the Board shall be by resolution approving the individual and the leave.

### **ARTICLE XII PROFESSIONAL DEVELOPMENT**

#### **A. Professional Organizations**

Teachers are encouraged to join professional organizations of their choice.

#### **B. Tuition Reimbursement**

All teachers holding permanent or regular certification shall be eligible for tuition reimbursement. Reimbursement will be made under the following conditions:

1. Approval of the course to be taken must be obtained from the Office for Personnel Services prior to starting the course. Approved criteria shall be uniformly applied to all applicants.
2. Courses taken must be related to the current teaching assignment of the teacher.
3. All courses eligible for tuition reimbursement must be successfully completed.
4. Tuition reimbursement shall be limited to a maximum of \$704 in 1993-94, \$718 in 1994-95, and \$732 in 1995-96. Official transcripts for all reimbursable courses must be filed in the Office of Personnel Services by October 15 for payment in November; by March 15 for payment in April and by July 15 for payment in September.

#### **C. Curriculum Committees**

Curriculum committees may be established by the Administration for the purpose of continual improvement of the instructional program.

1. Teachers shall be selected by the Superintendent, and/or her/his designee, for all workshops, based upon their recognized skills and areas of assignment as well as the need for developing a balanced team for the project.
2. Committees may be held on Saturdays, in summer months, during scheduled recess holidays, or during the regular school day as deemed necessary by the Board.
3. Teachers shall be compensated at the rate of \$21.75 per hour in 1993-94, \$22.19 per hour in 1994-95, and \$22.63 per hour in 1995-96 for approved workshop time when scheduled on other

than a regular school day.

4. It shall not be mandatory for a teacher to serve as a chairperson for a curriculum committee.

#### D. In-Service Workshops

1. Teachers with permanent certification may apply toward salary schedule credit for approved in-service courses which do not offer college or university credit. Teachers with a Bachelor's Degree and certification may apply such credits toward the Bachelor's Degree plus 32 hours. Those with a Master's Degree and certification may apply such credits toward a Master's Degree plus 32 hours. In order to receive credit, the teacher must have successfully completed the course, have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contributions to the course.

2. In-service education is defined as any approved professional study, course of study, curriculum workshop, lectures or committee work sponsored by the District which will contribute to the improvement of assignments in which the teachers are involved. Such courses are intended for the improvement of the educational program, and, therefore, the best qualified instructors will be sought.

3. Schedule of Maximum Credits for Approved In-Service Credit:

##### a. Planned In-Service Courses:

- (1) Five (5) two-hour sessions, 1 credit.
- (2) Ten (10) two-hour sessions, 2 credits.
- (3) Fifteen (15) two-hour sessions, 3 credits.

##### b. Curriculum Study Committees

- (1) Ten (10) two-hour sessions, 1 credit.
- (2) Twenty (20) two-hour sessions, 2 credits.

4. All curriculum and professional study committees must be approved by the Superintendent prior to their organization before authorization of in-service credit may be considered. Meetings of supervisors, coordinators, department or building faculties shall be considered as part of the duties and responsibilities of the teacher. Since professional staff members will pay no tuition for District sponsored courses, and since such courses may not be classified as graduate courses, such salary credit will be allowed toward total credits required in moving from one salary schedule to another. When a teacher is involved as instructor or coordinator, s/he will be compensated under the schedule shown below:

- a. Instructor - Sixty dollars (\$60.00) per session in 1993-94; sixty-one dollars (\$61.00) per session in 1994-95 and sixty-two dollars (\$62.00) per session in 1995-96.
- b. Coordinator - Twenty-five dollars (\$25.00)

per session in 1993-94; twenty-five dollars and fifty cents (\$25.50) per session in 1994-95 and twenty-six dollars (\$26.00) per session in 1995-96.

5. It shall not be mandatory for a teacher to serve as an instructor or coordinator for a curriculum or professional study committee.

6. The Board shall offer in-service courses each semester, if possible.

#### E. Continuing Education

Teachers may take any District Continuing Education courses without charge, providing course tuition is a charge of the Board of Education and not an outside contractor. However, a registration fee of three dollars (\$3.00) per course may be charged to employees. This fee will be forfeited if the employee does not participate in a course for which s/he has registered. This language shall not obligate the Board to incur any expenses or costs as a result of courses taken by employees.

#### F. Degree Differentials

Teachers shall be paid the following differentials for advanced study as set forth on the Teachers' Salary Schedule:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
BA + 16 credits	\$ 600	\$ 612	\$ 624
BA + 32 credits	\$1000	\$1020	\$1040
MA	\$2000	\$2040	\$2080
MA + 16 credits	\$2250	\$2295	\$2340
MA + 32 credits	\$2500	\$2550	\$2600
PhD	\$4000	\$4080	\$4162

#### G. Professional Leave

1. Absence without loss of pay will be allowed for professional visitations, educational conferences and conventions when approved by the principal and the Superintendent.
2. Teachers who apply for professional leave shall submit at the time of application an estimate of their professional leave expenses. When and if the leave is granted, the teacher will be informed of the amount approved for expenses. Every effort will be made to approve all reasonable expenses for professional leaves.
3. The Board will make every effort to provide significant access to professional days for teachers, with appropriate reimbursement of expenses.

**ARTICLE XIII  
PERSONAL AND ACADEMIC FREEDOM**

**A. Academic Freedom**

1. Teachers shall be expected to plan and execute appropriate teaching units or daily lesson plans utilizing a variety of materials and methods of presentation within the limits imposed by law, the State Board of Education regulations, District policies and regulations and Board-approved curricula. These plans are to be submitted in writing to the appropriate administrator for approval by Friday afternoon preceding implementation.
2. Every three (3) years, starting in 1993-94, a lesson plan committee of teachers and administrators shall be established to review the need for modifications to lesson plan formats.
3. When handling controversial issues, the teacher may express her/his own personal position on that particular issue as long as s/he makes it clear that it is only her/his opinion.

**B. Special Area Marks**

Teachers of special area subjects such as art, music, health and physical education shall present the marks of the students to the regular classroom teacher who shall enter these marks on the regular report cards.

**C. Parent/Teacher Communication**

The teacher shall, in accordance with Board policy, inform parents through conferences, report cards, failure notification and/or interim reports of the standing of children who are doing unsatisfactory work.

**D. Student Folders**

The frequency of submission of folders containing student work to parents shall be determined by the administration of each elementary school based upon District guidelines.

**E. Substitute Materials**

Teachers shall supply to substitutes obtained by the administration the following material as appropriate to the particular situation in each school:

1. An up-to-date seating chart or arrangement for each class.
2. A current lesson plan for each class relating to

the unit of study presently under assignment to pupils.

3. A copy of textbook(s) and necessary related teaching materials required for successful conduct of the lesson.
4. A set of instructions for the substitute.
5. The names of students in each class who might be called upon for assistance.
6. The teacher's daily schedule.
7. Organization of any specialized groupings within classes or levels.

**ARTICLE XIV  
BOOKS AND OTHER INSTRUCTIONAL  
MATERIALS AND SUPPLIES**

**A. Textbooks**

1. The Board shall provide textbooks in sufficient numbers and other equipment and materials as prescribed within curriculum guidelines.
2. Each teacher shall be provided with two (2) copies of all teachers manuals and one textbook for each different teaching assignment, where available.
3. All textbooks (more than ten (10) copies for any basic subject) shall be adopted by the Board, as prescribed by law, after a representative teachers' committee has received at least three (3) available and suitable texts for the specific subject, and submitted their recommendation to the Superintendent for recommendation to the Board. The administration shall provide the necessary forms and procedures to assist with any textbook adoption. All textbook adoption committee work should be presented to the Superintendent with copies of the textbooks no later than May 1 of each school year if the adopted textbook is expected to be available by September 1 of the school year.
4. Textbooks for all levels and all grades should not be collected prior to one (1) day before the end of the school year nor before the last final examination for any subject or curriculum experience area.

**B. Pilot Projects**

Pilot projects should be encouraged. However, funds for the initial and/or the continuation of the program should be taken from a pilot project section of the general textbook account. Funds for the pilot project should be in addition to the regular school allotment for textbooks.

**C. Telephone**

A telephone line shall be placed in the office of the school nurse.

## Teachers' Salary Schedule

Level	1993-94		1994-95		1995-96	
<b>A</b>	(15+)	54,100	(15+)	56,400	(15+)	59,000
<b>B</b>	(14)	42,500	(14)	48,000	(14)	53,000
<b>C</b>	(13)	39,000	(13)	45,000	(12,13)	49,000
<b>D</b>	(12)	38,000	(11,12)	40,000	(10,11)	46,000
<b>E</b>	(10,11)	35,000	(9,10)	39,000	(8,9)	45,000
<b>F</b>	(8,9)	33,500	(7,8)	38,000	(6,7)	44,000
<b>G</b>	(6,7)	33,000	(5,6)	37,000	(5)	43,000
<b>H</b>	(4,5)	32,500	(4)	36,000	(4)	42,000
<b>I</b>	(3)	32,000	(3)	35,500	(3)	41,000
<b>J</b>	(2)	31,500	(2)	35,000	(2)	40,000
<b>K</b>	(1)	31,000	(1)	34,500	(1)	39,000
<b>L</b>	(0)	30,000	(0)	34,000	(0)	38,000

### Degree Differentials

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
BA + 16	600	612	624
BA + 32	1000	1020	1040
MA	2000	2040	2080
MA+ 16	2250	2295	2341
MA+ 32	2500	2550	2601
Ph.D	4000	4080	4162

### Application of the Guides

1. Salaries listed do not include adjustments for differentials or for supermaximums.
2. Figures in parentheses reflect the number of years of salary credit that have been completed at the beginning of that school year. For example, teachers who enter the 1993-94 school year with eight or nine years of creditable service will be assigned to Level F.

### Coaches' Salary Schedule

	1993-1994			1994-1995			1995-1996			
	Step	0	1	2	0	1	2	0	1	2
Head Football		3993	4659	5324	4073	4752	5430	4154	4847	5539
Assistant Football		2662	2995	3328	2715	3055	3395	2769	3116	3463
Head Basketball		3328	3993	4659	3395	4073	4752	3463	4154	4237
Assistant Basketball		2329	2662	2995	2376	2715	3055	2424	2769	3116
Head Soccer		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Soccer		1997	2329	2662	2037	2376	2715	2078	2424	2769
Head Wrestling		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Wrestling		1997	2329	2662	2037	2376	2715	2078	2424	2769
Cross Country		2662	3328	3993	2715	3395	4073	2769	3463	4154
Head Winter Track		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Winter Track		1997	2329	2662	2037	2376	2715	2078	2424	2769
Head Spring Track		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Spring Track		1997	2329	2662	2037	2376	2715	2078	2424	2769
Head Baseball		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Baseball		1997	2329	2662	2037	2376	2715	2078	2424	2769
Head Softball		2662	3328	3993	2715	3395	4073	2769	3463	4154
Assistant Softball		1997	2329	2662	2037	2376	2715	2078	2424	2769
Golf		1997	2329	2662	2037	2376	2715	2078	2424	2769
Archery		1997	2329	2662	2037	2376	2715	2078	2424	2769
Tennis		1997	2329	2662	2037	2376	2715	2078	2424	2769
Bowling		1997	2329	2662	2037	2376	2715	2078	2424	2769

The principal and the athletic director of the individual school shall make recommendations for filling all coaching assignments to the Assistant Superintendent for Personnel Services. These shall be approved and referred to the Board for final approval.

Each step reflects the number of years experience in that sport or comparable sport, e.g. baseball-softball; winter track-spring track-cross country track.

**Extra-Curricular Salary Schedule  
High School Activities**

	1993-94	1994-95	1995-96
Band	3993	4073	4154
Custodian School Monies	3328	3395	3463
Twirlers	1997	2037	2078
Twirlers Asst.	1597	1629	1662
Color Guard	1997	2037	2078
Drill Team	1997	2037	2078
Cheerleaders (per season)	2000	2040	2081
Cheerleaders Assts. (3) (per season)	1120	1142	1165
Student Council	2396	2444	2493
Student Council Asst.	1664	1697	1731
Student Council Dances (per dance)	865	882	900
Yearbook	2662	2715	2769
Yearbook Asst.	1664	1697	1731
Yearbook Financial Advisor	1131	1154	1177
Newspaper ( 6 issues)	1997	2037	2078
Newspaper Asst.	1464	1493	1523
Literary Magazine	1997	2037	2078
Literary Magazine Asst.	1331	1358	1385
Chorus	2329	2376	2424
Senior Class Advisor	2329	2376	2424
Senior Class Treasurer	1464	1493	1523
Senior Class Play (Musical)	2995	3055	3116
Senior Class Play (Drama)	2329	2376	2424
Vocal Director (Musical)	1664	1697	1731
Orchestra Director (Musical)	1664	1697	1731
Choreographer (Musical)	1198	1222	1246
Costumes	1198	1222	1246
Set Design	1198	1222	1246
Set Construction	1198	1222	1246
Stage Crew	1198	1222	1246
Makeup	799	815	831
Sales and Publicity	799	815	831
Senior Prom	1198	1222	1246
Senior Dances (per dance)	865	882	900
Junior Class Advisor	1664	1697	1731
Junior Class Treasurer	998	1018	1038
Junior Cotillion	998	1018	1038
Junior Cotillion Asst.	799	815	831
Sophomore Class Advisor	1464	1493	1523
Art Services	1664	1697	1731
National Honor Society	1664	1697	1731
Freshman Class Advisor	1331	1358	1385

**Middle Schools**

Band	998	1018	1038
Chorus	998	1018	1038
Newspaper	998	1018	1038
Student Council	1131	1154	1177



### Elementary Schools

Safety Patrol	666	679	693
Student Council	666	679	693
Literary Magazine *	2995	3055	3116
Literary Magazine Asst. *	1997	2037	2078
* District-Wide Activity			

### Interest Clubs High Schools

Academic Competition	Junior Revue
Art	Key
Automotive	Math
Bowling	Photography
Chemistry	Rocket
Chess	Sino-American
DECA	Ski
Drama	Social Action
Ecology	FBLA
Electronics	FHA
Forensics	FSA
French	FTA
German	Spanish
Hostess	Student Council Store
Inter-Act	Varsity
International	Video

Each club advisor shall receive \$666 (1993-94), \$679 (1994-95) and \$693 (1995-96) provided the club meets as often beyond the school day as is necessary to fulfill the goals of the club.

However, in the event that the club is involved in interscholastic competition, the advisor shall receive \$1664 (1993-94), \$1697 (1994-95) and \$1731 (1995-96).

There shall be as many advisors per club as necessary to provide effective supervision of club members. The ski club shall have at least one advisor for each twenty-five (25) active club members.

If any club regularly performs district-wide functions, such as the video taping of events, the advisor shall receive \$1664 (1993-94), \$1697 (1994-95) and \$1731 (1995-96).

If a club does not function, the administration may authorize the formation of a club not identified above. If such a club meets the above requirements, the advisor shall receive the appropriate compensation.

### Interest Clubs Middle Schools

At the discretion of the building principal, up to a maximum of ten (10) interest clubs will be made available to Middle School students. Each club advisor shall receive \$666 (1993-94), \$679 (1994-95) and \$693 (1995-96) provided:

1. Each club has a minimum membership of 12 students.
2. Each club meets as often as is necessary outside of the normal school day to fulfill the goals of the club.

### Intramurals

Advisors of the intramural program shall be paid at the hourly rate of \$16.63 (1993-94), \$16.92 (1994-95) and \$17.30 (1995-96).



## **Part Three**

# **Janitorial, Cafeteria, Transportation & Attendance Personnel**

**ARTICLE I  
WORK YEAR**

**A. Ten-Month Employees**

The work year for ten-month employees shall be one hundred eighty (180) days, in conformity with the school calendar.

**B. Twelve-Month Employees**

1. The work year for twelve-month employees shall begin July 1 and end June 30.
2. The regular work week for twelve-month employees shall consist of five (5), eight (8) hour work days, Monday through Friday, inclusive, except as set forth in Article II, A.10. Third shift work commencing before midnight on Sunday or after midnight on Friday shall be considered as part of the regular work week.
3. The following shall be paid holidays for twelve-month employees:

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

4. If a paid holiday falls on a Saturday or Sunday, employees shall not be required to work on the following Monday, unless school is in session, in which case employees shall be paid at one and one-half (1-1/2) times their hourly rate or shall receive one (1) compensation day at the option of the employee.
5. Employees shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is not a work day, the employee shall be entitled to a floating holiday, but shall not be entitled to the benefit as set forth in paragraph 4 above.

**C. Vacations**

1. Twelve-month employees with less than five (5) years of service in Woodbridge shall be granted ten (10) work days vacation per year with pay; employees in their first year of service shall have such vacation time prorated according to their amount of service time.
2. Twelve-month employees shall be granted three (3) weeks vacation after five (5) years service in Woodbridge from date of hire.
3. Twelve-month employees shall be granted one additional vacation day in each of the 11th through 15th years of service in Woodbridge from date of hire:
  - a. 11 years of employment . . . 16 vacation days
  - b. 12 years of employment . . . 17 vacation days
  - c. 13 years of employment . . . 18 vacation days
  - d. 14 years of employment . . . 19 vacation days
  - e. 15 years of employment  
and thereafter . . . 20 vacation days
4. Employees reaching their 20th anniversary date shall be eligible for five (5) weeks vacation.
5. For the purpose of calculating due vacation time, a person's length of service shall be calculated from her/his first day of employment as reflected in the payroll records. For example: If the employee takes two weeks of vacation in July or August and her/his anniversary date of hire is October 15, and s/he has completed five years of service, s/he is eligible for a third week of vacation after October 15. If the employee should request the additional week of vacation between the anniversary date of hire and July 1 of the next work year, assuming the request is granted, then the employee is not again entitled to the third week of vacation until her/his anniversary date has again passed.
6. Vacation entitlement shall be based upon total service in Woodbridge.

**D. Other Vacation Provisions**

1. The janitor in charge shall prepare a vacation schedule for janitorial personnel within her/his building. S/he shall check work schedules to make certain that buildings are properly staffed. Schedules shall be submitted through the building administrator to the Supervisor of Buildings and Grounds for approval.
2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
3. In case of layoff, discharge or retirement from employment, employees with at least six (6) months service shall be given prorated vacation

- pay.
4. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one additional work day.

## **ARTICLE II WORK SCHEDULE**

### **A. Twelve-Month Employee Work Day**

1. The regular work day shall consist of eight (8) consecutive hours of work within a 24 hour period. Some janitors may be assigned less than eight (8) hours per day per present practice.
2. All employees shall be scheduled for a regular work shift with a regular starting and ending time. Eight consecutive hours of work shall constitute a work shift. References to consecutive hours of work in the Article shall be generally construed to exclude lunch periods.
3. Each work shift shall include a lunch period to be scheduled, whenever possible, in the middle of that shift. The lunch period in the second and third shift shall be thirty (30) minutes.
4. Employees shall have two (2) work breaks of ten (10) minutes each.
5. All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available. Clean-up time must be spent in the work facility.
6. Work schedules showing the employee's shifts, work days and hours shall be posted in his/her respective school.
7. All employees shall work summer hours during the months of July and August, as follows: 7:00 am to 3:30 pm with one-half hour for lunch, except that one janitor at each building, on a rotating basis, shall work from 7:30 am to 4:30 pm with one hour for lunch, except as set forth in Article II, A.10.
8. Each employee is to sign time-in and time-out at the designated time log in the principal's office or at the particular work site.
9. As janitor vacancies on the day shift occur, they shall be posted. In filling the vacancies, seniority shall be a factor along with suitability for day shift work and day shift staffing needs.
10. Employees who are hired or recalled after January 1, 1993 may be assigned to a Tuesday through Saturday work week. In addition, the same employees may be assigned to night shift work during the months of July and August.

Prior to an involuntary assignment of any janitor to a Tuesday to Saturday shift or to night shift work during the months of July and August, volunteers shall be solicited from the janitorial staff.

### **B. Ten-Month Employee Work Day**

1. The regular work day shall consist of eight (8) consecutive hours (or less, if scheduled) within a 24 hour period, except that nine bus driver runs shall be offered on a non-consecutive hour basis. All other runs shall be for at least eight consecutive hours. The contracted compensation for non-consecutive hour drivers shall be increased within thirty (30) days after said drivers are assigned new regular runs. Should such assignments be withdrawn from the drivers, their contracted compensation shall be appropriately reduced. However, in no case shall the contracted compensation be for fewer than five and one-half (5-1/2) hours per day, unless agreed to by the driver.
2. The regular work day shall be established by August 22nd of each work year.
3. In the event that there are increases in the work assignments during the course of the year, the increases shall be given to the most senior employee who is assigned fewer than eight (8) hours per day and who desires such an increase, where administratively possible. The total number of hours constituting the basic work day, once established, shall not be reduced during the work year unless negotiated with the Association.
4. The regular work day shall be construed to exclude one hour for lunch.
5. Employees shall have two (2) work breaks of ten (10) minutes each.
6. All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift.
7. Work schedules showing the employee's shifts, work days and hours shall be posted in her/his respective school.
8. When pupils and teachers are dismissed early, cafeteria workers shall be excused one-half hour beyond pupil dismissal time providing cafeteria cleaning duties have been completed.
9. In the event of a delayed opening, cafeteria employees, including utility and cafeteria drivers, shall report to work one (1) hour later than their regular starting time without loss of pay. However, on such days Commissary employees shall report at their regular starting time and shall receive one hour of compensatory time to be taken with the approval of their immediate supervisor.
10. Bus drivers shall not be required to perform

regular late runs on the last work day before the winter recess.

### **C. Overtime Rates**

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:
  - a. All work performed in excess of eight (8) hours in any work day.
  - b. All work performed in excess of forty (40) hours in any work week (except Building Inspection-Assigned Overtime Provision for building checks.)
  - c. All work performed before or after any scheduled work shift.
2. Double time, plus holiday pay, shall be paid for work on holidays.
3. Double time shall be paid for 7th consecutive day, and on Sundays.
4. If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1-1/2) hours compensatory time for each hour of overtime worked. Overtime shall be in the form of one and one-half time pay, except where the employer and employee agree that it shall be in the form of compensatory time. Compensatory time, if applicable, is to be taken within sixty (60) days.

### **D. Overtime Distribution**

Overtime work shall be distributed equally within each individual building to employees working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month after this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at the time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be available to the Association on request.

### **E. Other Overtime Provisions**

1. Any employee called to work outside of her/his regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate overtime rate.
2. If the call-time work assignment and the employee's regular shift overlap, the employee shall be paid at the appropriate overtime rate until s/he completes two (2) hours work. The employee shall then be paid for the balance of her/his regular work shift at the appropriate rate.
3. Employees assigned to building inspection shall be compensated at the appropriate overtime rate. Length of overtime shall be determined by the Supervisor of Buildings and Grounds.
4. If the janitor in charge cannot make the required weekend and holiday inspection(s), such duty shall be reassigned as per present practice, but s/he shall have deducted the proportionate amount of the assigned overtime provision, and her/his replacement shall be paid by the Board an amount appropriately proportionate of such overtime provision rate.
5. Overtime work shall be voluntary except in emergencies. There shall be no discrimination against any employee who declines to work overtime.
6. Approved overtime shall be authorized by the Superintendent or his appointed designee(s) or the Board Secretary, where applicable, in accordance with Board policy. Except in the case of an emergency, employees shall receive forty-eight (48) hours advance notice of scheduled overtime.
7. All other necessary and emergency overtime shall be approved by the Board Secretary after recommendation by the Supervisor of Buildings and Grounds.
8. All janitorial overtime required for the use of a District facility shall be recommended by the Administrator in charge of such facility and subject to approval by the Board Secretary.

## **ARTICLE III EMPLOYMENT PROCEDURES**

### **A. Tenure**

Janitors only shall gain tenure upon completion of employment in the District of three (3) years and one (1) day.

## **B. Black Seal Fireman's License**

All newly hired janitors shall obtain a Black Seal Fireman's License at the first available opportunity. Classes will be arranged by the Board. Candidates for license will be given reasonable notice of the time and place where classes will be held. Failure to obtain such license shall be grounds for dismissal or the withholding of all future salary increments until the license is obtained. Upon recommendation of the Superintendent, the Board may waive this requirement, due to extenuating circumstances.

## **C. Placement on Salary Schedule**

If an employee returns to employment in the District after voluntarily terminating her/his employment, s/he shall be given one-half credit for her/his previous experience.

## **D. Probation**

1. All new janitors shall serve a three (3) year non-tenurable period. Written evaluations shall be prepared for each non-tenured janitor at the end of the first six (6) months of employment and at the end of each work year. All evaluations shall be submitted by the immediate supervisor to the Supervisor of Buildings and Grounds and the Assistant Superintendent for Personnel Services.
2. All employees shall serve a six (6) month probationary period. During this probationary period, an employee who has not satisfactorily performed her/his responsibilities can be dismissed with appropriate notification as set forth below, during which time there will be no recourse to the grievance procedure for dismissal. Continued employment beyond the six month period shall require satisfactory growth and performance.
3. Dismissal during the six month period shall require written notice to the employee at least thirty (30) days before the effective date of the dismissal.

## **E. Resignation**

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

## **F. Notification of Contract and Salary**

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

## **G. Transportation**

1. Employees shall not be required to drive students or to use their personal automobile for Board business. Employees shall be compensated for mileage for any voluntary, authorized use of their automobile at the rate of twenty-five and one-half (25.5) cents per mile in 1993-94, twenty-six (26.0) cents per mile in 1994-95 and twenty-six and one-half (26.5) cents per mile in 1995-96.
2. The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of her/his automobile in the performance of school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

## **H. Hazardous Jobs**

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

## **I. Reporting for Work**

1. All first shift personnel shall call their supervisor or foreman prior to 7:30 am in the event that they are unavailable for work. Employees on all other shifts shall call two (2) hours prior to the start of their shift to report their unavailability or as soon as possible in case of emergency. All unexpected tardiness shall be reported as soon as possible, prior to the beginning of the day.
2. If an employee has notified her/his supervisor of the number of days s/he expects to be out for illness, that employee will not have to call in daily thereafter during the course of that illness.

## **J. Maintenance Work**

All janitors agree to do minor maintenance work.

## **K. Weight Limit on Mail**

Bus drivers shall not be required to pick up or deliver any parcel weighing more than twenty (20) pounds.

## **ARTICLE IV SENIORITY**

### **A. Definition**

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

### **B. Seniority List**

A seniority list showing the continuous service of each employee will be available to the Association upon request.

### **C. Lay Off**

If it becomes necessary to lay off employees for reason of reduction in force, employees in non-janitorial positions shall be laid off in the reverse order of their seniority within each job category based upon district seniority. Only tenured janitors shall be assured of lay off in reverse order of their total seniority as a janitor.

### **D. Recall**

Employees in non-janitorial positions who have more than six months of service shall be recalled from layoff according to their seniority within the job classification being recalled. Tenured janitors shall be recalled from layoff according to their total seniority as a janitor. No substitute employee shall be hired until employees on layoff status have been given the opportunity to return to their job(s).

### **E. Reduction in Force**

Any non-tenured employee having suffered loss of employment in the District as a result of reduction in force who is subsequently recalled within 18 months of the date on which the employee was terminated by reason of reduction in force shall:

1. Be placed on the step of the salary guide such employee would have occupied but for the reduction in force;
2. Be credited with unused sick leave accumulated during pre-reduction in force service; and
3. Be credited with such pre-reduction in force service for purposes of vacation benefits and subsequent seniority calculations.

### **F. Bumping**

1. Any twelve-month janitor other than an annual janitor whose job is eliminated due to a reduction in the work force, may exercise her/his seniority by bumping the least senior employee in the same job category. If no position is available in the same job category, the employee may bump the least senior annual janitor. For example, if a head janitor in a middle school is laid off, s/he may bump the least senior head janitor in a middle school. If there is no person less senior in such position, the employee may then bump the least senior annual janitor. However, regardless of category, in no case shall such bumping result in a more senior janitor being laid off while a less senior janitor continues employment as established in section C above.
2. The bumping rights of a twelve-month employee working in a non-janitorial position shall be limited to that job category, except that s/he shall maintain any bumping rights which s/he acquired in a previously held tenurable position.
3. Any ten-month cafeteria employee, except cafeteria driver, whose job is eliminated due to a reduction in work force may exercise her/his seniority by bumping the least senior cafeteria employee in the same job classification. If no position is available in the same job classification at the same level s/he is working, high school or middle school, the employee shall bump the least senior general cafeteria worker. For example, if a cook/manager in a high school is laid off, s/he may bump the least senior cook/manager in a high school. If there is no person less senior in such position in a high school, the employee shall then bump the least senior general cafeteria worker.
4. In the event it becomes necessary to lay off cafeteria drivers, attendance counselors or bus drivers, they shall be laid off in the reverse order of their seniority within their job classification only.

## **ARTICLE V SALARIES**

### **A. Salary Schedules**

The salary of each employee is set forth in Part Three, Salary Schedules, which is attached hereto and made a part hereof.

### **B. Starting Rates**

The starting rates for newly hired employees shall be



as follows: employees starting on or after October 1, 1993, shall have a starting rate of 70% of the full employment rate in their first year of employment, a rate of 80% in their second year of employment, a rate of 90% in their third year of employment and a rate of 100% thereafter.

### C. Twelve-Month Employee Differentials

Twelve-month employees shall receive shift differentials, as follows:

1. Night Shift Differential
  - a. Employees assigned to shifts from 3:00 pm to 11:00 pm and 4:00 pm to 12:00 midnight shall receive a differential of \$.61 per hour in 1993-94, \$.62 per hour in 1994-95 and \$.63 per hour in 1995-96.
  - b. Employees assigned to shifts from 11:00 pm to 7:00 am and 12:00 midnight to 8:00 am shall receive a differential of \$.74 per hour in 1993-94, \$.75 per hour in 1994-95, and \$.76 per hour in 1995-96.
  - c. Hourly workers whose shift commences between 3:00 pm and 12:00 midnight shall receive a differential of \$.61 per hour in 1993-94, \$.62 per hour in 1994-95 and \$.63 per hour in 1995-96.
  - d. No premium shall be paid for first shift work: 7:30 am to 4:30 pm.
2. Janitors shall receive a differential of \$.80 per hour in 1993-94, \$.81 per hour in 1994-95, and \$.82 per hour in 1995-96 for doing assigned welding work.
3. Mechanics who are certified to repair diesel engines shall receive a differential of \$1.00 per hour in 1993-94, \$1.02 per hour in 1994-95, and \$1.04 per hour in 1995-96.

### D. Ten-Month Employee Differentials

Ten-month employees shall receive differentials as follows:

1. Driver-trainers shall receive a differential of \$.67 per hour in 1993-94, \$.68 per hour in 1994-95, and \$.69 per hour in 1995-96 for that time during which they are training another driver. For the purpose of calculating the rate for time worked in driver-training beyond the regular work day, the appropriate overtime rate shall be applied to the hourly rate inclusive of the differential.
2. Bus drivers shall receive a differential of \$.61 per hour in 1993-94, \$.62 per hour in 1994-95, and \$.63 per hour in 1995-96 for late runs which finish after 5:00 pm. This differential shall be paid only from 5:00 pm until the end of the run.

### E. Temporary Assignment

An employee who is assigned the responsibilities of a position which commands a higher rate of pay shall receive the higher rate of pay applicable to such assignment starting with the first day of such assignment.

### F. Holiday Pay

1. Ten-month employees shall receive regular pay for four (4) holidays per year to be paid on the last work day in a separate check. These holidays shall be:

Columbus Day	Presidents' Day (one)
Veterans Day	Memorial Day

If any employee leaves the District during the course of the year, payment shall be based on the number of holidays which occurred during his/her period of employment.

2. In addition, for the duration of this agreement, each employee who receives holiday pay shall receive an annual lump sum payment in the amount of \$700 to be included in his/her separate holiday pay check. This sum shall be pro-rated if the employee leaves the District during the course of the work year.

### G. Ten-Month Cafeteria Workers Pay Disbursement

1. Ten-month cafeteria workers shall be paid for 180 days worked in twenty (20) equal payments.
2. Holiday pay, as established in Section F above, shall be paid on the last work day in a separate check.

### H. Supermaximum

1. In 1993-94, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1000 supermaximum as set forth below:
  - a. \$500 in the 21st year.
  - b. \$500 in the 22nd year.
2. In 1994-95, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1020 supermaximum as set forth below:
  - a. \$510 in the 21st year.
  - b. \$510 in the 22nd year.
3. In 1995-96, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1040 supermaximum as set forth

below:

- a. \$520 in the 21st year.
  - b. \$520 in the 22nd year.
4. Employees who received a 3-1/2% longevity differential under the prior Agreement shall continue to receive the 3-1/2% differential rather than the supermaximum differential.

#### **I. Dry Runs**

Bus drivers shall receive in their first paycheck compensation for two (2) extra days of pay per year for conducting dry runs of their assigned routes.

### **ARTICLE VI TEMPORARY SUMMER WORK**

#### **A. Posting**

Temporary summer positions shall be posted in each school in accordance with the procedure set forth in Part One, Article IV.B of this Agreement.

#### **B. Board Rights**

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board of Education to employ or reject for employment any person, whether a member of the bargaining unit or not.

### **ARTICLE VII EVALUATION AND SUPERVISION**

#### **A. Annual Reports**

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

#### **B. Rebuttal**

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

### **ARTICLE VIII UNIFORMS**

#### **A. Janitors' Uniforms**

The Board shall provide janitors with three (3) uniforms upon initial employment, and thereafter the Board shall provide two (2) additional uniforms each year.

#### **B. Cafeteria Uniforms**

The Board shall provide three (3) uniforms to cafeteria workers upon initial employment, and thereafter the Board shall provide two (2) additional uniforms each year. Cafeteria uniforms shall be made available in both a regular and a lightweight material.

#### **C. Bus Drivers' Uniforms**

The Board shall provide one (1) winter jacket to bus drivers and cafeteria drivers every two years. The Board also shall provide one (1) poncho per vehicle, such poncho to remain with the vehicle.

#### **D. Chief Mechanic, Mechanics and Mechanic's Helper Uniforms**

The Board shall provide six (6) uniforms per year for the chief mechanic, mechanics and mechanic's helper.

#### **E. Boiler Cleaning Detail**

The Board shall provide four (4) coveralls per year for employees on the boiler cleaning detail.

#### **F. Requirements**

1. All employees are required to wear the uniforms provided by the Board at all times when on duty.
2. An employee reporting for work out of uniform shall report to the immediate supervisor and explain the reason for being out of uniform.
3. In the event this occurs more than once and following discussion of the matter with the Supervisor of Buildings and Grounds, an out-of-

uniform employee shall be sent home to change into uniform. The time away from work shall be unpaid.

#### **G. Foul-Weather Gear**

The Board shall maintain two (2) sets of foul-weather gear for each building and three (3) sets of foul-weather gear for the garage.

District continuing education course without charge, providing course tuition is a charge of the Board and not an outside contractor. However, a registration fee of three dollars (\$3.00) per course may be charged to employees. This fee will be forfeited if the employee does not participate in a course for which s/he has registered. This language shall not obligate the Board to incur any expenses or costs as a result of courses taken by employees.

#### **E. Fingerprinting**

The Board shall pay the cost of fingerprinting for bus drivers upon renewal of their licenses.

### **ARTICLE IX MISCELLANEOUS**

#### **A. Physical Examinations**

1. The Board may require any or all employees to submit to a physical examination; however, such physical examination shall not be required more frequently than every two (2) years. The examination shall be given by a physician appointed by the Board, and the cost of such examination shall be borne by the Board. At the option of the employee, the examination may be given by the employee's personal physician. In such event, however, the cost shall be borne by the employee.
2. All employees new to the District shall be required to submit to a physical examination and may, under certain circumstances, be required to submit to a chest x-ray before they may begin employment, the cost of such examination and chest x-ray, if applicable, shall be borne by the employee. An additional examination may be required for promotional appointment.
3. If the Board provides the opportunity, employees may receive flu shots at the expense of the Board.

#### **B. In-Service**

All employees may be required to participate in a maximum of twenty (20) hours of in-service training during each work year, such programs to be scheduled during the work day.

#### **C. Maintenance of Skills**

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

#### **D. Continuing Education**

Employees may take any Woodbridge Township School

**Salary Schedule  
Twelve-Month Employees**

	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
<b>Category I</b> Annual Janitors; Food Service/Utility Person	34,882	36,364	38,001
<b>Category II</b> Mechanic's Helper	27,906	29,092	30,401
<b>Category III</b> Janitor-in-Charge/ one janitor building; Janitor/Stadium; Janitor/Driver	36,976	38,547	40,282
<b>Category IV</b> Mechanic; Janitor/Operator of Heavy Equipment; Night Foreman/ Secondary Schools	37,325	38,912	40,663
<b>Category V</b> Attendance Counselor; Janitor-in-Charge/ Elementary School with 2-5 employees	38,021	39,637	41,420
<b>Category VI</b> Janitor-in-Charge/ Middle School; Head Rover Janitor; Head Rover Specialist; Boiler Specialist	39,068	40,729	42,561
<b>Category VII</b> Janitor-in-Charge High School;	39,766	41,456	43,321
<b>Category VIII</b> Chief Mechanic	41,859	43,638	45,602
<b>Category IX</b> District Service Manager Bus Driver Group Leader	45,696	47,638	49,782

**Salary Schedule  
Hourly Employees**

	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
<b>Bus Drivers</b>	\$18.01	\$18.77	\$19.62
<b>Cafeteria I</b> General Employees	\$13.16	\$13.72	\$14.34
<b>Cafeteria II</b> Cafeteria Driver	\$14.42	\$15.03	\$15.71
<b>Cafeteria III</b> Middle School/ Assistant Cook Manager	\$15.80	\$16.47	\$17.21
<b>Cafeteria IV</b> Baker	\$16.13	\$16.82	\$17.57
<b>Cafeteria V</b> Middle School/ Cook Manager High School/ Assistant Cook Manager	\$16.46	\$17.16	\$17.93
<b>Cafeteria VI</b> High School/ Cook Manager	\$17.25	\$17.98	\$18.79



## **Part Four**

# **Clerks & Secretaries**

**ARTICLE I  
WORK YEAR**

**A. Ten-Month Clerks/Secretaries**

The work year for ten-month clerks/secretaries shall begin September 1 and end June 30, except that elementary secretaries shall work the last five work days in August.

**B. Twelve-Month Clerks/Secretaries**

1. The work year for twelve-month clerks/secretaries shall begin July 1 and end June 30.
2. All twelve-month clerks/secretaries will work one-half of the days during the Christmas and Easter recesses.

**C. Common Provisions and Holidays**

1. The regular work week for clerks/secretaries shall consist of five (5) seven-hour days, Monday through Friday, inclusive.
2. Clerks/secretaries shall not be required to work on "storm days".
3. Holidays
  - a. Clerks/secretaries shall not be required to work on any of the following days:

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

- b. If a holiday falls on a Saturday or Sunday, clerks/secretaries shall not be required to work on the following Monday, unless school is in session, in which case clerks/secretaries shall be paid at one and one-half (1-1/2) times their hourly rate or shall receive one compensatory day, at the option of the

clerk/secretary, to be scheduled by agreement with the immediate supervisor.

- c. Clerks/secretaries shall not report to work on days schools are closed for the NJEA Convention. If it becomes necessary for a clerk/secretary to report to work on one or both days because of an emergency, s/he will be paid in accordance with Article V and the Salary Schedule.
  - d. Employees shall receive their birthday as a holiday. In the event that an employee's birthday falls on a day which is not a work day, the employee shall be entitled to a floating holiday, but shall not be entitled to the benefit as set forth in paragraph b. above.

**D. Vacations**

Vacation schedules must be approved by the immediate supervisor and the Superintendent of Schools or the Board Secretary, where applicable.

**1. Twelve-Month Entitlement**

- a. Vacation entitlement shall be determined by a common anniversary date of July 1.
  - b. Clerks/secretaries' entitlement for their first year of employment shall be a pro-ration based on the number of full months worked prior to July 1. New clerks/secretaries shall accrue one day of vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.
  - c. Clerks/secretaries reaching their fifth (5th) anniversary date (July 1) shall be eligible for three (3) weeks of vacation.
  - d. Clerks/secretaries reaching their 11th anniversary date (July 1) shall be eligible for three weeks plus one day's vacation. For each successive anniversary date from the 11th to the 14th, the clerk/secretary shall be entitled to one additional day's vacation for each year worked, so that on the 15th anniversary date of July 1, the clerk/secretary shall be entitled to a maximum vacation of four (4) weeks.
  - e. Employees reaching their 20th anniversary date (July 1) shall be eligible for five (5) weeks vacation.
  - f. Vacation entitlement shall be based upon total service in Woodbridge.
  - g. Vacation entitlement for each clerk/secretary shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1977.



Starting Date of November 1, 1977  
 Date of Entitlement No. of Vacation Days

7/1/78	8 Prorated Days
7/1/79	2 weeks
7/1/80	2 weeks
7/1/81	2 weeks
7/1/82	3 weeks
7/1/83	3 weeks
7/1/84	3 weeks
7/1/85	3 weeks
7/1/86	3 weeks
7/1/87	3 weeks
7/1/88	3 weeks + 1 day
7/1/89	3 weeks + 2 days
7/1/90	3 weeks + 3 days
7/1/91	3 weeks + 4 days
7/1/92	4 weeks
7/1/97	5 weeks

2. Other Provisions

- a. Twelve-month clerks/secretaries shall typically schedule vacations during the months of July and August. However, clerks/secretaries and their supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such arrangement must come from the Assistant Superintendent Personnel Services or the Board Secretary, where applicable. Approval shall not be denied arbitrarily.
- b. If, due to extraordinary circumstances, some portion of a clerk/secretary's vacation entitlement is not taken within the calendar year, the clerk/secretary may request, in writing, permission from the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, to take the unused vacation entitlement by January 1 of the next school year. If such circumstances prevail that the clerk/secretary is unable to take those unused days or portion thereof by January 1 of the next school year, the clerk/secretary may request from the Assistant Superintendent Personnel Services or the Board Secretary, where applicable, payment for the unused vacation days at her/his regular rate of pay. Such payment will be made as promptly as possible, but not later than six weeks after the request is granted.

**ARTICLE II  
 WORK SCHEDULE**

**A. Work Day**

- 1. The regular work day for clerks/secretaries shall consist of seven (7) hours.
- 2. Clerks/secretaries shall be entitled to a work break of ten (10) minutes each morning and of ten (10) minutes each afternoon.
- 3. When pupils and teachers are dismissed early, clerks and secretaries shall be excused one-half hour beyond pupil dismissal time; however, clerks and secretaries will be required to work for a full day when pupils are dismissed but teachers are required to be on duty, either in the classroom, at conferences, or at in-service programs.

**B. Overtime**

- 1. Compensation for any work performed in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be at the appropriate overtime rate. For the purpose of calculating the number of hours worked in a given week, each day not worked for reason of compensation time, sick or personal leave or a holiday will count for seven (7) hours of work.
- 2. The overtime rate for Sundays and Holidays shall be double the regular hourly rate. Otherwise, the overtime rate shall be one and one-half times the regular hourly rate.
- 3. The Association recognizes that circumstances sometimes require that clerks/secretaries work overtime. Both parties agree that overtime shall be kept to a minimum.
- 4. The regular hourly rate shall be established by dividing the base salary by the number of hours in the work year. For this purpose, the work year for twelve-month clerks/secretaries shall be 240 days, and the work year for ten-month clerks/secretaries shall be 200 days.
- 5. With the permission of her/his immediate supervisor, clerks/secretaries may take compensatory time in lieu of overtime pay, to be established at the same rate as overtime.

**ARTICLE III  
 EMPLOYMENT PROCEDURES**

**A. Proscribed Duties**

- 1. The Board recognizes that clerks in elementary schools of 500 pupils or more are faced with an

especially heavy burden, and principals shall use whatever resources are available to them to relieve the clerks of the responsibility of completing the student registers.

2. Clerks/secretaries shall not be required to do any clerical or secretarial work for organizations or clubs unless specifically directed to do so by her/his immediate supervisor.
3. A clerk who is requested to take dictation may refuse to perform the task, and such refusal shall be without prejudice to the employment of the clerk.
4. Employees covered by this Agreement shall not be required or requested to administer any medication in violation of state statute or state administrative regulations.

#### **B. Placement on Salary Schedule**

If a clerk/secretary returns to employment in the District after voluntarily terminating her/his previous employment as a clerk/secretary in the District, s/he shall be given full credit for one-half of her/his previous experience.

#### **C. Probation**

All new clerks/secretaries shall serve a three (3) year probationary period. Written evaluations shall be prepared on all clerks/secretaries during their probationary period at the end of the first six (6) months and at the end of each school year, and submitted in writing by the immediate supervisor to the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable. Satisfactory growth and performance must be in evidence in order for the individual to continue and/or be recommended for permanent status. A recommendation for permanent appointment shall be submitted by the immediate supervisor to the Assistant Superintendent for Personnel Services or the Board Secretary, where applicable, at least sixty (60) days prior to the first eligible day for permanent appointment.

#### **D. Job Titles**

1. In each two person office there shall be at least one Chief Clerk.
2. In each office of three or more persons, there shall be at least one Chief Clerk and one Secretary.
3. Chief Clerks and Secretaries in these offices shall be twelve-month employees.

#### **E. Resignation**

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

#### **F. Notification of Contract and Salary**

Clerks/secretaries shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

#### **G. Assigned Duties**

A job description manual for all existing clerical jobs shall be made available to the Association. Discussion shall be held with the Association when revisions are contemplated on any existing job description. Clerk/secretaries shall receive a copy of their specific job description.

#### **H. Transportation**

1. Clerks/secretaries shall not be required to drive students or to use their personal automobile for Board business. Clerks/secretaries shall be compensated for mileage for any voluntary, authorized use of their automobile at the rate of twenty-five and one-half (25.5) cents per mile in 1993-94, twenty-six (26.0) cents per mile in 1994-95 and twenty-six and one-half (26.5) cents per mile in 1995-96.
2. The Board shall cover all damages, losses, and expenses incurred by a clerk/secretary arising out of the authorized use of his/her automobile in the performance of school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

### **ARTICLE IV SENIORITY AND JOB SECURITY**

#### **A. General Provisions**

1. Any clerk/secretary whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.

2. Seniority, as used in this section, means total years of service in the District, regardless of position held within the bargaining unit. For example, a clerk/secretary who serves as a ten-month clerk for seven years and then as a twelve-month clerk for four years (or vice-versa) shall be credited with eleven years seniority for purposes of bumping.
3. Clerks/secretaries suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of the occurrence of a vacancy in a position for which they are qualified.
4. Any clerk/secretary having suffered loss of employment in the District as a result of reduction in force who is subsequently recalled by the District not later than two years following termination of employment by reason of reduction in force, shall:
  - a. Be placed on the step of the salary guide such clerk/secretary would have occupied but for the reduction in force;
  - b. Be credited with unused sick leave accumulated during pre-reduction in force service; and
  - c. Be credited with such pre-reduction in force service for purposes of vacation benefits and subsequent seniority calculations.

**B. Bumping Rights of Chief Business Secretary and Administrative Secretaries**

1. If the position of Chief Business Secretary is eliminated, the Chief Business Secretary exercising bumping rights shall do so in the next lowest job schedule in which there is a clerk/secretary with less seniority. For example: the Chief Business Secretary's job is eliminated due to a reduction in force. Therefore, the Chief Business Secretary bumps the least senior clerk/secretary in Schedule J (other than Chief Bookkeeper, Chief Payroll Clerk or Chief Purchasing Clerk) who has less seniority than the Chief Business Secretary, or if none, in Schedule G, or if none, then in lower schedules in descending order.
2. Administrative secretaries, including the Administrative Secretaries in the Office of the Superintendent, Administrative Secretary to the Board Secretary and Administrative Secretaries in the Office for Personnel Services, shall first bump the least senior administrative secretary.
3. Where there is no administrative secretary with less seniority, the administrative secretary exercising bumping rights shall do so in any chief clerk category in which s/he was previously employed or, if none, in the category of twelve-month secretary. If there is no twelve-month

secretary with less seniority, the administrative secretary whose job is being eliminated will bump the least senior twelve-month clerk who has less seniority than the administrative secretary, or if none, then in lower schedules in descending order.

**C. Bumping Rights of Schedule J,G,F, and E Employees and Twelve-Month Secretaries (Other Than Chief Bookkeeper, Chief Payroll Clerk, Chief Purchasing Clerk)**

1. A clerk/secretary in Schedules J,G,F,E or a twelve-month secretary shall first bump the least senior clerk/secretary within the same schedule.
2. When there is no clerk/secretary within the same schedule with less seniority, the clerk/secretary exercising bumping rights shall do so in the next lowest job schedule in which there is a clerk/secretary with less seniority. For example, a Schedule J clerk/secretary's job is eliminated due to a reduction in force. That clerk/secretary bumps the Schedule J clerk/secretary with the least seniority (other than Chief Bookkeeper, Chief Payroll Clerk or Chief Purchasing Clerk). If there are no clerks/secretaries within the same schedule with less seniority, the Schedule J clerk/secretary whose job is eliminated will bump the least senior clerk/secretary in Schedule G (who has less seniority than the Schedule J clerk/secretary), or if none, in Schedule F, or if none, then in lower schedules in descending order.
3. The entitlement of the clerks/secretaries working as Assistant Bookkeeper and Assistant Chief Payroll Clerk to bump less senior clerks/secretaries in lower schedules in accordance with the above will be subject to their being qualified for the position into which they seek to bump. Qualification, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

**D. Bumping Rights of Chief Bookkeeper**

1. In the event that the Chief Bookkeeper's employment is terminated by reason of a reduction in force, the Chief Bookkeeper shall first be entitled to bump the Assistant Bookkeeper, if s/he has less seniority than the Chief Bookkeeper.
2. If there is no less senior Assistant Bookkeeper, then the Chief Bookkeeper shall be entitled to bump the least senior clerk/secretary having less seniority in the twelve-month secretary schedule, or if none, then in lower schedules in descending

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

**E. Bumping Rights of Chief Payroll Clerk**

1. In the event that the Chief Payroll Clerk's employment is terminated by reason of a reduction in force, the Chief Payroll Clerk shall first be entitled to bump the Assistant Chief Payroll Clerk, if s/he has less seniority than the Chief Payroll Clerk.
2. If there is no less senior Assistant Chief Payroll Clerk, then the Chief Payroll Clerk shall be entitled to bump the least senior clerk/secretary having less seniority in the twelve-month secretary schedule, or if none, then in lower schedules in descending order if, and only if, the Chief Payroll Clerk is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

**F. Bumping Rights of Chief Purchasing Clerk**

In the event that the Chief Purchasing Clerk's employment is terminated by reason of a reduction in force, the Chief Purchasing Clerk shall first be entitled to bump the least senior clerk/secretary having less seniority in the twelve-month secretary schedule, or if none, then in lower schedules in descending order if, and only if, the Chief Purchasing Clerk is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

**G. Bumping Rights of Twelve-Month Board Office Clerks and Twelve-Month Clerks**

1. Any twelve-month Board Office clerks and twelve-month clerks whose employment is terminated as a result of a reduction in force shall first bump the least senior among the twelve-month Board Office clerks and twelve-month clerks collectively. That is to say, the relative seniority of all twelve-month Board Office clerks and twelve-month clerks shall, for purposes of this paragraph, be designated on a single seniority list.
2. When there are no clerks/secretaries among the twelve-month Board Office clerks and twelve-month clerks collectively with less seniority, the

clerk/secretary being terminated shall then bump the least senior clerk/secretary having less seniority in lower schedules in descending order if, and only if, the twelve-month Board Office clerk or twelve-month clerk is qualified for such positions. Qualifications, if not already established, shall be established by passing the standard secretarial or clerical tests, as applicable, given to new applicants for such positions.

**H. Bumping Rights of Ten-Month Secretaries**

1. Any ten-month secretary whose employment is terminated as a result of a reduction in force shall first bump the least senior ten-month secretary.
2. If there are no ten-month secretaries with less seniority, the ten-month secretary whose job is eliminated will bump the least senior ten-month clerk with less seniority than the ten-month secretary whose employment is terminated.
3. If there are no ten-month clerks with less seniority, the ten-month secretary whose job is eliminated shall bump the least senior twelve-month clerk or twelve-month Board Office clerk collectively who has less seniority than the ten-month secretary whose employment is terminated.

**I. Bumping Rights of Ten-Month Clerks**

1. Any ten-month clerk whose employment is terminated as a result of a reduction in force shall first bump the least senior ten-month clerk.
2. If there are no ten-month clerks with less seniority, the ten-month clerk whose job is eliminated will bump the least senior twelve-month clerk or twelve-month Board Office clerk collectively who has less seniority than the ten-month clerk whose employment is terminated.

**ARTICLE V  
SALARIES**

**A. Salary Schedule**

The salary of each clerk/secretary is set forth in Part Four, Salary Schedules, which is attached hereto and made a part hereof.

**B. Starting Rate**

The starting rate for newly hired clerks/secretaries

shall be five (5) percent less than the appropriate step for the position to which they were appointed. A newly hired clerk/secretary shall move to the appropriate step at full salary once s/he has completed six (6) months of service, excluding the months of July and August for ten month employees.

### **C. Supermaximum**

1. In 1993-94, clerks/secretaries who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand dollar (\$1000) supermaximum as set forth below:
  - a. \$500 in the 21st year.
  - b. \$500 in the 22nd year.
2. In 1994-95 clerks/secretaries who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand twenty dollar (\$1020) supermaximum as set forth below:
  - a. \$510 in the 21st year.
  - b. \$510 in the 22nd year.
3. In 1995-96 clerks/secretaries who have completed twenty (20) years of service in Woodbridge shall be paid a one thousand forty dollar (\$1040) supermaximum as set forth below:
  - a. \$520 in the 21st year.
  - b. \$520 in the 22nd year.

### **D. Retirement**

A clerk/secretary with twenty (20) years of service in Woodbridge as a clerk/secretary who is contemplating retirement from service within five (5) years under N.J.S.A. 43:15A-47 and who is at least sixty (60) years of age, shall, after submitting written notice to that effect to the Board, be placed on the supermaximum at the beginning of the following year.

### **E. Temporary Assignments**

In the event a supervisor specifically assigns a clerk/secretary the responsibilities of a position which commands a higher rate of pay, that clerk/secretary shall receive the higher rate of pay applicable to such assignment effective on the first full day of such assignment.

### **F. Level Movement**

Clerks/secretaries shall move to the next salary level of the Salary Schedule on the appropriate anniversary date of her/his employment.

### **G. Summer Work**

Ten-month elementary secretaries shall work the last five (5) work days in August. The pay for that period shall be a two and one-half (2-1/2) percent differential of their regular annual salary for that year and shall be paid by September 15 in a separate check.

### **H. Computer Use Differential**

All clerks and secretaries who are regularly assigned to computer work shall receive a differential of two and one-half percent (2-1/2%) of their annual salary.

## **ARTICLE VI TEMPORARY SUMMER WORK**

### **A. Posting**

Temporary summer positions shall be posted in each school in accordance with the procedure as set forth in Part One, Article VII of this Agreement.

### **B. Board Rights**

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board to employ or reject for employment any person, whether a member of the bargaining unit or not.

## **ARTICLE VII SUPERVISION AND EVALUATION**

### **A. Supervision**

1. Clerks/secretaries shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No clerk/secretary shall be required to work without supervision for extended periods of time.

### **B. Other Procedures in Supervisory Program**

1. Clerks/secretaries will be given a copy of any evaluation report prepared by their supervisor at least one day before the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in a

clerk/secretary's file, or otherwise acted upon until the clerk/secretary has had a conference with the observer.

2. All monitoring or observation of the work performance of a clerk/secretary will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the clerk/secretary involved and the Board, if necessary.

#### **C. Annual Evaluation Reports**

Clerks/secretaries shall be evaluated on the District prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Superintendent or her/his designee or the Board Secretary or her/his designee, where applicable.

### **ARTICLE VIII TRAINING AND DEVELOPMENT**

#### **A. In-Service**

The Board shall provide voluntary in-service courses for clerks/secretaries each year, if possible.

#### **B. Tuition Reimbursement**

Clerks/secretaries shall be eligible for tuition reimbursement for job related college credit courses. Reimbursement will be made under the following conditions:

1. Prior approval of the course must be obtained from the Office for Personnel Services.
2. Courses must be job related.
3. All courses eligible for tuition reimbursement must be successfully completed.
4. Tuition reimbursement shall be in the following amounts: \$459 per year for 1993-94; \$468 per year for 1994-95 and \$478 per year for 1995-96.
5. Transcripts must be filed in the office of the Director by October 15 for payment in November, by March 15 for payment in April and by July 15 for payment in September.

#### **C. Maintenance of Skills**

All clerks/secretaries shall be expected to maintain a satisfactory level of skill appropriate to their job responsibilities.

#### **D. Continuing Education**

Clerks/secretaries may take any District Continuing Education courses without charge, providing course tuition is a charge of the Board and not an outside contractor. However, a registration fee of three dollars (\$3.00) per course may be charged to employees. This fee will be forfeited if the employee does not participate in a course for which s/he has registered. This language shall not obligate the Board to incur any expenses or costs as a result of courses taken by employees.

## Salary Schedule Clerks & Secretaries

### 1993-94

Position	Level A	Level B	Level C	Level D	Level E
Clerk/10-mo.	26,656	22,834	19,965	18,387	18,053
Secretary/10-mo.	27,777	23,542	20,764	19,627	19,269
Clerk/12-mo.	31,989	27,399	23,957	22,064	21,663
Bd. Clerk/12-mo.	32,424	27,871	24,525	22,449	22,040
Secretary/12-mo.	33,465	28,363	25,017	23,645	23,215
Chief Clerk - E	35,072	30,481	27,040	24,812	24,362
Chief Clerk - F	35,970	31,438	28,378	25,787	25,319
Chief Clerk - G	38,667	33,796	30,507	27,721	27,218
Chief Clerk - J	42,264	37,366	33,542	32,799	32,202

### 1994-95

Position	Level A	Level B	Level C	Level D	Level E
Clerk/10-mo.	27,789	23,804	20,813	19,169	18,820
Secretary/10-mo.	28,957	24,542	21,647	20,461	20,088
Clerk/12-mo.	33,349	28,564	24,975	23,001	22,584
Bd. Clerk/12-mo.	33,802	29,056	25,567	23,403	22,977
Secretary/12-mo.	34,887	29,569	26,080	24,649	24,202
Chief Clerk - E	36,563	31,776	28,189	25,867	25,397
Chief Clerk - F	37,499	32,774	29,584	26,883	26,395
Chief Clerk - G	40,310	35,233	31,803	28,899	28,375
Chief Clerk - J	44,060	38,954	34,967	34,193	33,570

### 1995-96

Position	Level A	Level B	Level C	Level D	Level E
Clerk/10-mo.	29,039	24,876	21,750	20,031	19,667
Secretary/10-mo.	30,260	25,647	22,621	21,381	20,992
Clerk/12-mo.	34,849	29,849	26,099	24,037	23,600
Bd. Clerk/12-mo.	35,323	30,363	26,718	24,456	24,010
Secretary/12-mo.	36,457	30,899	27,254	25,759	25,291
Chief Clerk - E	38,208	33,206	29,458	27,031	26,540
Chief Clerk - F	39,186	34,249	30,915	28,093	27,583
Chief Clerk - G	42,124	36,818	33,235	30,199	29,652
Chief Clerk - J	46,043	40,707	36,541	35,731	35,081

## **Application of the Guides**

1. **Level movement occurs on the following anniversary dates of employment:**

- To Level D - 3rd anniversary date
- To Level C - 6th anniversary date
- To Level B - 9th anniversary date
- To Level A - 12th anniversary date

For example, a twelve-month clerk who was hired on December 15, 1991 would be moved to Level D on December 15, 1994 .

2. The salary for substitute acquisition clerks shall be \$12,046 in 1993-94; \$12,558 in 1994-95; and \$13,123 in 1995-96.
3. Salaries listed do not include adjustments for the starting rate, for super-maximums or for the computer differential.
4. **Definitions of Positions:**

- Schedule E - Administrative Chief Clerk, Single Person Office
- Schedule F - Administrative Chief Clerk, Multi-Person Office  
Chief Clerk, Middle Schools  
Assistant Bookkeeper, Assistant Chief Payroll Clerk
- Schedule G - Chief Clerk, High Schools  
Chief Clerk, Building and Grounds
- Schedule J - Chief Bookkeeper  
Chief Payroll Clerk  
Chief Purchasing Clerk  
Chief Clerk to the Assistant Superintendent



**Salary Schedule  
Administrative Secretaries**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>1993-94</b>			
Grade 1	39,141	41,679	44,226
Grade 2	33,922	36,128	38,393
<b>1994-95</b>			
Grade 1	40,804	43,450	46,106
Grade 2	35,364	37,663	40,025
<b>1995-96</b>			
Grade 1	42,640	45,405	48,181
Grade 2	36,955	39,358	41,826

**Definition of Positions**

Grade 1	Chief Business Secretary
Grade 2	Administrative Secretary, Office of Superintendent
	Administrative Secretary, Office of Business Administrator/Board Secretary
	Administrative Secretary, Office for Personnel Services



## **Part Five**

### **Teacher Aides, Teacher Assistants & Bus Attendants**

## **ARTICLE I WORK YEAR**

### **A. Limitations**

The work year for employees shall be for ten (10) months, between September 1 and June 30. The work year shall be scheduled in conformity with the student calendar, exclusive of Saturdays, Sundays and days on which school is closed for inclement weather.

### **B. School Calendar**

1. The parties recognize the authority and duty of the Board pursuant to New Jersey law to promulgate a school calendar.
2. School calendars shall be forwarded in writing to all employees within ten (10) school days after adoption by the Board.
3. If changes in any adopted calendars are contemplated, employees will be given ten (10) school days written notice, except in cases of emergency.

## **ARTICLE II WORK SCHEDULE**

### **A. Teacher Aides**

1. The regular work schedule for teacher aides shall be for seven (7) hours per day between 8:30 am and 4:00 pm.
2. Teacher aides shall have a duty-free, unpaid lunch period of thirty (30) minutes duration between 11:00 am and 1:30 pm each work day.
3. Teacher aides shall have two (2) work breaks of ten (10) minutes, one in the morning and one in the afternoon.
4. Teacher aides shall be dismissed early from work without loss of pay on any day that schools are closed early due to events such as inclement weather or electrical failure.
5. On three (3) possible early dismissal days, specifically the days prior to Thanksgiving, Christmas, if applicable, and the last day of school in June, the teacher aide may leave at the time of student dismissal with no loss in pay.

### **B. Teacher Assistants**

1. The regular work schedule for teacher assistants shall be for six (6) hours per day between 9:00 am and 3:30 pm.

2. Teacher assistants shall have a duty-free, unpaid lunch period of thirty (30) minutes duration between 11:00 am and 1:30 pm.
3. Teacher assistants shall have two (2) work breaks of ten (10) minutes, one in the morning and one in the afternoon.
4. Teacher assistants shall be dismissed early from work without loss of pay on any day that schools are closed early due to events such as inclement weather or electrical failure.
5. On three (3) possible early dismissal days, specifically the days prior to Thanksgiving, Christmas, if applicable, and the last day of school in June, the teacher assistant may leave at the time of student dismissal with no loss in pay.

### **C. Bus Attendants**

The regular work schedule for bus attendants shall be for four (4) hours per day between 7:00 am and 4:00 pm.

### **D. Overtime**

1. Compensation for any work performed in excess of seven (7) hours in one day or thirty-five (35) hours in one week shall be at the appropriate overtime rate. For the purpose of calculating the number of hours worked in a given week, each day not worked for reason of compensation time, sick or personal leave shall count for seven (7) hours of work.
2. The overtime rate for Sundays and Holidays shall be double the regular hourly rate. Otherwise, the overtime rate shall be one and one-half (1-1/2) times the regular hourly rate.

## **ARTICLE III EMPLOYMENT PROCEDURES**

### **A. Placement on Salary Schedule**

1. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service on the salary schedule for the following year.
2. If an employee returns to employment in the school system after voluntarily terminating her/his previous employment in the system, then such person shall be given one-half (1/2) credit for her/his previous experience.

## B. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30 for the following school year.

## C. Transportation

1. Employees shall not be required to drive students. Employees shall be compensated for any voluntary, authorized use of their automobiles for mileage at the rate of twenty-five and one-half (25.5) cents per mile in 1993-94, twenty-six (26.0) cents per mile in 1994-95 and twenty-six and one-half (26.5) cents per mile in 1995-96.
2. The Board shall cover all damages, losses, and expenses incurred by an employee arising out of the authorized use of her/his automobile in the performance of school duties by the non-ownership portion of the Board's fleet auto policy to the extent of \$500,000/\$1,000,000 as secondary insurance.

## ARTICLE IV SENIORITY AND JOB SECURITY

### A. Definition

1. Any employee whose employment is terminated as a result of a reduction in force (RIF) shall be entitled to exercise seniority rights as established in this Article.
2. Seniority, as used in this section, means total years of service in the District, in either of the following categories: teacher aide/assistant and bus attendant. For example, an employee who serves as a bus attendant for five (5) years, then serves as a teacher assistant for five (5) years and then serves as a teacher aide for five (5) years, shall have accrued five (5) years of seniority as a bus attendant and ten (10) years of seniority as a teacher aide/assistant.
3. Nothing in this Article shall be deemed or interpreted to confer tenure upon the members of this bargaining unit. The parties recognize that bargaining unit members are not entitled to statutory tenure and accept this Article with that specific limitation.

### B. Recall

1. Employees suffering loss of employment as a result of a reduction in force shall be entitled to re-employment based on seniority in the event of

the occurrence of a vacancy in a position within the bargaining unit for which they are qualified.

2. Any employee having suffered loss of employment in the District as a result of a reduction in force who is subsequently recalled by the District not later than two (2) years following termination of employment by reason of a reduction in force shall:
  - a. Be placed on the step of the salary guide such employee would have occupied but for the reduction in force;
  - b. Be credited with unused sick leave accumulated during pre-reduction in force service; and
  - c. Be credited with pre-reduction in force service for purposes of subsequent seniority calculations.

## ARTICLE V SALARIES

### A. Salary Schedule

The salary of each employee is set forth in the Salary Schedule which is attached hereto and made a part hereof.

### B. Starting Rate

The starting salary for newly hired employees shall be five (5) percent less than the appropriate step for the position to which they were appointed. A newly hired employee shall move to the appropriate step at full salary once s/he has completed six (6) months of service, excluding the months of July and August.

### C. Certification

An employee who earns a certificate by completing an appropriate college level program shall receive a differential of ten (10) percent over and above the regular hourly rate.

### D. Holiday Pay

1. Employees shall receive regular pay for four (4) holidays per year to be paid on the last work day in a separate check. These holidays shall be:

Columbus Day	Presidents' Day (One)
Veterans Day	Memorial Day

If any employee leaves the District during the

course of the year, payment shall be based on the number of holidays which occurred during his/her period of employment.

2. In addition, for the duration of this agreement, each employee who receives holiday pay shall receive an annual lump sum payment in the amount of \$700 to be included in his/her separate holiday pay check. This sum shall be pro-rated if the employee leaves the District during the course of the work year.

#### **E. Supermaximum**

1. In 1993-94, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1000 supermaximum as set forth below:
  - a. \$500 in the 21st year.
  - b. \$500 in the 22nd year.
2. In 1994-95, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1020 supermaximum as set forth below:
  - a. \$510 in the 21st year.
  - b. \$510 in the 22nd year.
3. In 1995-96, employees who have completed twenty (20) years of service in Woodbridge shall be paid a \$1040 supermaximum as set forth below:
  - a. \$520 in the 21st year.
  - b. \$520 in the 22nd year.

### **ARTICLE VI TEMPORARY WORK**

#### **A. Posting**

Temporary summer positions shall be posted in each school in accordance with the procedure as set forth in Part One, Article VII.A of this Agreement.

#### **B. Board Rights**

Nothing in this Article shall be construed to limit or restrict the absolute right of the Board to employ or reject for employment any person, whether a member of the bargaining unit or not.

#### **C. Rate of Compensation**

Teacher Aide and Teacher Assistant positions in summer programs such as Camp Pace shall be covered by this agreement, and all employees who work in such positions, whether employed by the Board or not

during the course of the school year as Teacher Aides/Teacher Assistants or in some other capacity, shall be compensated at the appropriate rate of pay identified in Article V above.

### **ARTICLE VII SUPERVISION AND EVALUATION**

#### **A. Supervision**

1. Employees shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.
2. No employee shall be required to work without supervision for extended periods of time.

#### **B. Other Procedures in Supervisory Program**

1. Employees will be given a copy of any evaluation report prepared by their supervisor at the conference for the purpose of discussion. No such report shall be submitted to central administration, placed in an employee's file, or otherwise acted upon until the employee has had a conference with the observer.
2. All monitoring or observation of the work performance of an employee will be conducted openly, where possible in the opinion of the administrator.
3. Information on evaluations and conferences shall be accessible to no party except the building and central administrators, the immediate supervisor, the employee involved and the Board, if necessary.
4. Only authorized clerical personnel shall prepare such reports.

#### **C. Annual Evaluation Reports**

All employees covered by this Agreement shall be evaluated on the District-prescribed forms at least once each school year by her/his immediate supervisor and/or the building administrator, with the assistance of the Assistant Superintendent for Personnel Services or her/his designee.

**ARTICLE VIII  
TRAINING AND DEVELOPMENT**

**A. Tuition Reimbursement**

Employees shall be eligible for tuition reimbursement for job-related college credit courses. Reimbursement will be made under the following conditions:

1. Prior approval of the course must be obtained from the Office for Personnel Services.
2. Courses must be job-related.
3. All courses eligible for tuition reimbursement must be successfully completed.
4. Tuition reimbursement shall be in the following amounts: \$459 per year in 1993-94; \$468 per year in 1994-95 and \$478 per year in 1995-96.

**B. Continuing Education**

Employees may take any Woodbridge Township School District Continuing Education course without charge, providing course tuition is a charge of the Board and not an outside contractor. However, a registration fee of three dollars (\$3.00) per course may be charged to employees. This fee will be forfeited if the employee does not participate in a course for which s/he has registered. This language shall not obligate the Board to incur any expenses or costs as a result of courses taken by employees.

**Salary Schedule**

	<b>1993-1994</b>	<b>1994-1995</b>	<b>1995-1996</b>
<b>Teacher Aides &amp; Teacher Assistants</b>	\$12.85/hour	\$13.40/hour	\$14.00/hour
<b>Bus Attendants</b>	\$10.96/hour	\$11.43/hour	\$11.94/hour