

CONTRACT

between the

WOOD-RIDGE BOARD OF EDUCATION

and the

WOOD-RIDGE EDUCATION ASSOCIATION

July 1, 2011 - June 30, 2014

## PREAMBLE

This agreement has been entered into between the Board of Education of Wood-Ridge, the Borough of Wood-Ridge, New Jersey, hereinafter called the "Board" and the Wood-Ridge Education Association, hereinafter called the "Association".

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed personnel whether under contract or on leave of absence, employed by the Board, but excluding hourly and per diem employees, the superintendent, principals, directors, coordinators, supervisors, board secretary/business administrator, superintendent's secretary, chief accounts clerk, secretary to the business administrator, payroll/bookkeeper, and Educational Facilities Manager.
- B. Definitions
1. "Employee(s)" shall denote all members in this bargaining unit.
  2. "Teacher(s)" shall denote professional employee members in this bargaining unit.
  3. "Secretarial employee(s)" shall denote secretarial and/or clerical employee members in this bargaining unit.
  4. "Buildings and Grounds Staff" shall denote all custodians and maintenance personnel in the bargaining unit. The Custodian list shall consist of Custodial and Maintenance personnel.
  5. "Paraprofessionals" shall denote all regularly employed paraprofessionals.

of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.

(d) The cost for the services for the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

(e) All aggrieved parties shall continue under the direction of the Board and the Administration pending the outcome of the grievance.

D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected by the Association. In any event, the Association shall have the right to be present at all levels of the grievance procedure.
2. All decisions shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the chairperson of the Association's grievance committee.
3. All documents and communications and records dealing with the processing of a grievance shall be filed.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operations of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
6. Processing of grievance at Level One, Two and Three shall not interfere with the assigned duties of the parties in interest or their selected or designated representative.

- B.
1. The middle school/high school teacher day shall be 7:50 a.m. to 2:50 p.m. The daily teaching load in the high school shall not be more than six (6) teaching periods and shall not exceed five (5) hours and fifteen (15) minutes of pupil contact time per day. Generally, teachers will be assigned five (5) actual teaching periods and one (1) supervisory duty or equivalent assignment. Where programming and staffing require that teachers be assigned six (6) teaching periods, these teachers will not be assigned a supervisory duty. When possible, six (6) teaching period assignments will be rotated annually within affected departments.
  2. The Teacher Day at the Doyle School shall be 8:05 AM to 3:05 PM. The teacher day at the Ostrovsky School shall be as follows: Grade 6/7/8 7:50 AM to 2:50 PM.
  3. High school teachers shall not be required to teach more than two (2) subject areas nor more than a total of two (2) or three (3) teaching preparations at any one time, when possible.
  4. Regular classroom teachers in the high school shall not be required to change subject area teaching stations more than two (2) times during the school day when possible.
  5. Sixth Teaching Period – All teaching staff members required to teach a sixth (6<sup>th</sup>) teaching period at the high school or middle school shall receive one additional personal day per year (or if the 6<sup>th</sup> period is for one-half (1/2) year, then the employee shall receive ½ personal day). The use of the personal day shall be consistent with the provisions set forth under Article XVI of the Collective Bargaining Agreement.

C. Teachers shall have a duty-free lunch period of at least the following lengths:

1. Elementary School - Same as students
2. High School - Same as students
3. Special Education teachers – one-half (1/2) hour
4. Nurse - one (1) hour combined Preparation and lunch.

Teachers may leave the building without permission during their scheduled duty free lunch period.

- D.
1. Building-based teachers may be required to remain after the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days per month. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for not more than sixty (60) minutes.
  2. An Association representative may speak to the teachers involved at any meeting referred to in paragraph 1 above for at least fifteen (15) minutes upon the request of the representative, in addition to the abovementioned time but not prior to completion of the administration's meeting.
  3. The notice of agenda for any meetings shall be available to the teachers at least five (5) days prior to the meeting, except in emergencies. Teachers shall have the opportunity to suggest items for the agenda.

The assignments shall be at the discretion of the building principal.

- D.
1. A teacher will be reimbursed if he/she substitutes for a teacher who is absent, tardy for part or for an entire period, or has to leave school early, due to illness or emergency personal reason.
  2. A teacher will be reimbursed if he/she is asked to cover another teacher's class due to a meeting, conference, assembly, etc., which is school-related and under the direction of the administration.

## ARTICLE XII

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.
1. The Superintendent shall make available to the Association and post for a minimum of five (5) days in all school buildings, a list of known vacancies when such shall occur. Anyone interested in these vacancies shall notify the Superintendent in writing within five (5) consecutive school days of the initial posting.

In the event the applications will be open for a longer period, deadlines will be included in the posting. In the event of a vacancy occurring during the vacation periods, the Association President, or his/her designated representative shall be notified of such a vacancy.

2. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned and the school or schools to which the teacher wishes to be transferred, in order of preference.
3. As soon as practical, but no later than May 30th except in cases of extreme emergency, the Superintendent shall post in each school and make available to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

## SICK LEAVE BANK

### A. Purpose

The parties agree to establish and implement a sick bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days or sick days to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

### B. Definition

A catastrophic health condition or injury is a life threatening condition or combinations of conditions or a period of disability required by his or her mental or physical health or the health of an employee's fetus and requiring the care of a physician who provides medical verification of the need for the employee's absence.

### C. Committee

The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Association and three (3) members selected by the Board of Education. The committee shall establish standards and procedures that it deems appropriate for the operation of the sick leave bank. These shall include but not be limited to eligibility requirements for participation in The Sick Leave Bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to a Sick Leave Bank by an employee shall be drawn unless authorized by the Committee in order to provide leave. The leave days available to a Board employee from the Bank shall be leave days previously donated to the Bank by Board employees.

## ARTICLE XVI

### TEMPORARY LEAVE OF ABSENCE

- A. Employees shall be entitled to the following temporary leaves of absence with full pay for each school year.
1. a. Employees shall be entitled to three (3) personal days per year with full pay. Personal leave shall be defined as personal business which cannot be conducted outside of school hours. Any unused personal leave days will be added to the employee's accumulated sick leave allotment.
  - b. Applications for such leave shall be made to the employee's immediate supervisor at least three (3) days before taking such leave (except in case of emergency).
  - c. Personal leave shall not be approved on the first school day or the last school day of the year.
  - d. No more than five (5) teachers shall be granted personal leave on any single day before or after a holiday or vacation period. If more than five (5) teachers apply for personal leave on the day before or after a holiday or vacation period, the granting of personal leave will be determined on the basis of seniority.

Procedure

Said request shall be presented to the Superintendent sixty (60) days in advance or, in cases of emergency, as soon as possible. The leave shall begin on the date requested if sixty (60) days notice is given. If sixty (60) days' notice is not possible, the leave shall commence at the Superintendent's discretion but no later than sixty (60) days from the time of the employee's request.

Advancement on Salary Guide

For an employee to advance on the salary guide, that employee must work one-half of his or her contractually-designated number of work days in the school year in which he or she began his or her leave.

Benefits

Insurance shall be maintained for ninety (90) days after commencing of the leave. Thereafter, the employee may make arrangements with the board to continue coverage provided this is permitted by the insurance carrier.

No provision of this section shall be construed to deny or restrict any employee currently on leave, and upon return from said leave, all other rights shall be protected.

- G. Other leaves of absence without pay may be granted by the Board for good reason. The denial of a request for a leave under this section shall not be grievable beyond the Board's level, Level Three.
- H. All employees who are on any type of an extended leave of absence must give at least thirty (30) days notice to the Superintendent of their intention to return to employment, and if leave is due to end at the beginning of the next student school year, not later than the preceding April 1st.
- I.
  - 1. Upon return from leave granted pursuant to Sections B or C of this Article, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section A, D, G or H of this article.
  - 2. All benefits to which an employee was entitled at the time his/her leave commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return.
  - 3. All benefits to which an employee was entitled at the time his/her leave commenced shall be restored upon his/her return, and he/she shall be assigned the same position he/she held immediately prior to the commencement of said leave. Should, however, the assigned position be unavailable, the employee will be assigned to a substantially equivalent position.

- C. Should any criminal or civil action be instituted against any employee for any such lawful act or omission and legal assistance is required, the employee may be entitled to reimbursement for legal fees pursuant to N.J.S.A. ISA: 16- 6, and N.J.S.A. 18A:16-6.1.
  - D. The Board shall give full support including legal defense to an employee in the event of an assault upon the employee while acting in the discharge of his/her duties. When absence arises out of such assault or injury, the employee shall not forfeit any sick leave or personal leave. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceeding, then the Board shall reimburse the employee for reasonable counsel fees incurred in his/her defense.
  - E.
    - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal and Superintendent, in writing.
    - 2. The Superintendent shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
4. School employees shall transport students only in school vehicles.

## ARTICLE XXI

### INSURANCE PROTECTION

The Board shall provide the health-care insurance protection as provided in the School Employees Health Benefits Program (SEHBP).

The Board shall pay full premium for single, married, family or parent with child pursuant to SEHBP and all employees shall contribute an amount for their health insurance according to the provisions established under Chapter 78 P.L. 2011. Additionally, employees who elect dependent coverage under the School Employees Health Benefits Program shall pay ten percent (10%) of the dependent portion of the premium or the state prescribed contribution whichever is greater per employee.

For employees hired after January 29, 2009, the Board shall pay full premium for single, married, family or parent with child coverage pursuant to the SEHBP, and all employees shall contribute an amount for their health insurance according to the provisions established under Chapter 78 P.L. 2011, presently known as NJ Direct 15 Health Benefit Plan for the employee's first three (3) years of employment with the Board. Upon the employee's fourth (4<sup>th</sup>) year of employment with the Board, and every year thereafter, the employee will have the option to change plans within the Program pursuant to the terms of the applicable employee contribution under this agreement. Employees who elect dependent coverage under the Program shall pay



- B. If any provisions of the Agreement or application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during the duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status, or non-membership in the Association.
- E. Copies of this Agreement shall be printed at the expense of the Association within thirty (30) days after the Agreement is signed by the parties and presented to all employees now employed or hereafter employed by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement either party shall do so by registered letter at the following address:
  - 1. If by the Association, to the Board at 89 Hackensack Street
  - 2. If by the Board, to the Association at 258 Hackensack Street.

## ARTICLE XXVI

### SECRETARIES

- A. The work week for full-time secretarial employees shall consist of five (5) eight (8) hour days, including a forty-five (45) minute lunch. Secretarial employees who are asked to work longer than forty (40) hours (including lunches) in one (1) week shall be paid as follows:

Above 40 hours – One and one-half (1-1/2) times the hourly rate
- B. Secretaries shall have the same days off at Winter, February and Spring recesses as teachers in addition to any other teacher holidays during the students' school year. In addition, the day designated for the observance of Independence Day and the Friday and Monday of Labor Day Weekend will be holidays.

3. Vacation time may be taken during the school year pursuant to the following requirements. Only one (1) custodian or maintenance worker will be permitted to be on vacation at any time during the school year.
- L. Each year a list of legal holidays will be established and approved by the Board of Education up to a maximum of fourteen (14) holidays each calendar year. Holidays to include New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Friday after Thanksgiving, and Christmas. The balance of the five (5) days is to be determined by the Board of Education. The President and Vice President of the Association, if custodial staff members, will receive an extra day each for participation at the NJEA convention upon proof of attendance by each officer.
- M. Such calendar will be set in concert with the school calendar for each school/contract year. If any of the named holidays fall on a non-working day, the employee shall receive a substitute day off.
- N. If a holiday falls during an employee's vacation period, the employee shall receive a substitute day off.
- O. The Board has the right not to pay an employee for a regularly scheduled holiday if said employee does not work a full day on the last scheduled working day prior to that holiday, or if said employee does not work a full day on the first working day following that holiday, but only if that employee has used up all of his/her accrued sick days and his/her absence is charged as a sick day.
- P. Notice of all vacancies in Custodial positions shall be posted in each school by the Board Secretary within five (5) days of Official Board action vacating a position or creating a new position within the school system.
- Q. The notice shall be posted for five (5) work days and employees interested therein must submit a written application to the designated person on the notice within the aforementioned five (5) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be given to the Association President.
- R. All such applicants shall be considered and will be given a reply to their application and, when appropriate, an interview within a reasonable period of time.
- S. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she:
  1. Resigns or is discharged for cause, regardless of whether he/she is subsequently rehired by the School District
- T. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in

SCHEDULE A-1

SALARY GUIDE

2011-2012

TEACHERS

STEP	BA	BA+15	MA	MA+15	MA+30
1 - 2	\$44,864.00	\$45,864.00	\$46,964.00	\$51,564.00	\$54,264.00
3	44,964.00	45,964.00	47,064.00	51,664.00	54,364.00
4	45,064.00	46,064.00	47,164.00	51,764.00	54,464.00
5	45,164.00	46,164.00	47,264.00	51,864.00	54,564.00
6	46,164.00	47,364.00	48,564.00	52,864.00	55,564.00
7	47,254.00	48,754.00	49,954.00	54,404.00	58,154.00
8	47,954.00	49,554.00	50,854.00	55,954.00	62,354.00
9	48,354.00	49,854.00	51,254.00	57,654.00	64,154.00
10	48,854.00	50,154.00	51,654.00	59,154.00	65,654.00
11	50,754.00	52,154.00	54,254.00	62,454.00	68,454.00
12	53,554.00	55,054.00	55,954.00	67,554.00	70,054.00
13	56,554.00	59,154.00	61,254.00	72,523.00	75,154.00
14	62,350.00	64,975.00	65,590.00	76,771.00	78,900.00
15	68,446.00	70,985.00	72,485.00	81,208.00	82,835.00
16	74,842.00	77,674.00	80,224.00	85,945.00	87,070.00
17	81,453.00	84,578.00	88,178.00	90,903.00	100,053.00

Teacher's Longevity

2011-2012

After 20 years in Wood-Ridge \$ 553.00  
 After 25 years in Wood-Ridge \$ 865.00  
 After 30 years in Wood-Ridge \$1,245.00

SCHEDULE A-7

**COACHES' SALARY GUIDE**

Coaching Guide	2010-2011	2011-2014	Coaching	2010-2011	2011-2014
<b>Football (Head)</b>			<b>Cheering (per season)</b>		
Step 1	\$6,990.99	\$6,990.99	Step 1	\$2,903.61	\$2,903.61
Step 2	\$7,236.68	\$7,236.68	Step 2	\$3,182.80	\$3,182.80
Step 3	\$7,370.69	\$7,370.69	Step 3	\$3,478.74	\$3,478.74
<b>Football (Assistant)</b>			<b>Volleyball (Head)</b>		
Step 1	\$4,321.91	\$4,321.91	Step 1	\$6,220.42	\$6,220.42
Step 2	\$4,467.09	\$4,467.09	Step 2	\$6,421.44	\$6,421.44
Step 3	\$4,645.77	\$4,645.77	Step 3	\$6,577.78	\$6,577.78
<b>Basketball (Head)</b>			<b>Volleyball (Assistant)</b>		
Step 1	\$6,544.28	\$6,544.28	Step 1	\$3,819.36	\$3,819.36
Step 2	\$6,745.30	\$6,745.30	Step 2	\$3,998.04	\$3,998.04
Step 3	\$6,901.65	\$6,901.65	Step 3	\$4,165.56	\$4,165.56
<b>Basketball (Assistant)</b>			<b>Bowling</b>		
Step 1	\$4,076.22	\$4,076.22	Step 1	\$3,819.36	\$3,819.36
Step 2	\$4,266.07	\$4,266.07	Step 2	\$3,998.04	\$3,998.04
Step 3	\$4,411.25	\$4,411.25	Step 3	\$4,165.56	\$4,165.56
<b>Baseball/Softball (Head)</b>			<b>Cross Country</b>		
Step 1	\$6,220.42	\$6,220.42	Step 1	\$4,455.92	\$4,455.92
Step 2	\$6,421.44	\$6,421.44	Step 2	\$4,701.61	\$4,701.61
Step 3	\$6,577.78	\$6,577.78	Step 3	\$4,980.80	\$4,980.80
<b>Baseball /Softball (Assistant)</b>			<b>Wrestling (Head)</b>		
Step 1	\$3,819.36	\$3,819.36	Step 1	\$6,533.11	\$6,533.11
Step 2	\$3,998.04	\$3,998.04	Step 2	\$6,722.96	\$6,722.96
Step 3	\$4,165.56	\$4,165.56	Step 3	\$6,935.15	\$6,935.15
<b>Track (Head)</b>			<b>Wrestling (Assistant)</b>		
Step 1	\$6,220.42	\$6,220.42	Step 1	\$4,076.22	\$4,076.22
Step 2	\$6,421.44	\$6,421.44	Step 2	\$4,266.07	\$4,266.07
Step 3	\$6,577.78	\$6,577.78	Step 3	\$4,411.25	\$4,411.25
<b>Track (Assistant)</b>			<b>Cheer Assistant (per season)</b>		
Step 1	\$3,819.36	\$3,819.36	Step 1	\$1,782.83	\$1,782.83
Step 2	\$3,998.04	\$3,998.04	Step 2	\$1,981.64	\$1,981.64
Step 3	\$4,165.56	\$4,165.56	Step 3	\$2,203.01	\$2,203.01
<b>Track (Winter)</b>					
Step 1	\$6,220.42	\$6,220.42			
Step 2	\$6,421.44	\$6,421.44			
Step 3	\$6,577.78	\$6,577.78			

SCHEDULE A-12

**BUILDINGS AND GROUNDS SALARY GUIDES**

*Salary Guides Buildings and Grounds:*

STEP	2010-2011	2011-2012	2012-2013	2013-2014
<b>Maintenance</b>				
1	\$47,411.00	\$47,785.00	\$48,891.00	\$50,019.00
2	48,911.00	49,285.00	50,391.00	51,519.00
3	50,411.00	50,785.00	51,891.00	53,019.00
4	51,911.00	52,285.00	53,391.00	54,519.00
5	53,411.00	53,785.00	54,891.00	56,019.00
6	54,911.00	55,285.00	56,391.00	57,519.00

STEP	2010-2011	2011-2012	2012-2013	2013-2014
<b>Custodian</b>				
1	\$43,079.00	\$43,286.00	\$44,822.00	\$46,378.00
2	43,479.00	44,986.00	46,422.00	47,878.00
3	43,879.00	46,686.00	48,022.00	49,378.00
4	44,279.00	48,386.00	49,622.00	50,878.00
5	44,679.00	50,086.00	51,222.00	52,378.00
6	51,436.00	51,786.00	52,822.00	53,878.00

	2010-2011	2011-2014
Longevity after 15 years In Wood-Ridge	\$277.00	\$277.00
Longevity after 20 years In Wood-Ridge	\$553.00	\$553.00
Longevity after 25 years In Wood-Ridge	\$830.00	\$830.00