

AGREEMENT
Between the
WALLINGTON EDUCATION ASSOCIATION
and the

WALLINGTON BOARD OF EDUCATION
WALLINGTON, NEW JERSEY

July 1, 2019 to June 30, 2022

Approved: June 24, 2019

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PREAMBLE

This Agreement is applicable as of the 1st day of July, **2019** and is entered into by and between the Board of Education of the Borough of Wallington, New Jersey, hereinafter called the "Board", and the Wallington Education Association, hereinafter called the "Association".

Language required as per the New Jersey Civil Union Act, P.L. 2006, c. 103, effective February 19, 2007 will be incorporated into the appropriate Articles of the Agreement. The Act provides that "civil union couples shall have all of the same benefits, protections and responsibilities under law, whether they derive from statute, administrative or court rule, public policy, common law or any other source of civil law, as are granted to spouses in a marriage". Whenever there is a reference to a marital or spousal relationship, the provision will apply.

PART ONE
ARTICLES APPLICABLE TO ALL BARGAINING UNIT MEMBERS

ARTICLE I: RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time certificated teaching, non-confidential secretarial, meal program and custodial personnel under contract to the Board, and the School Nurses, but excluding:

Principals	Hourly Employees
Superintendent	Vice-Principal
Supervisors	Board Sec/BA Executive
Secretaries	

The term custodian shall apply to all custodial, maintenance, groundskeeping and maintenance/engineering personnel and the term employee shall apply to all personnel covered by this Agreement. Full-time employees are those staff members who work a minimum of 30 hours per week as per the policy that has been in effect since September 1, 1996.

ARTICLE II: GRIEVANCE PROCEDURE

The Grievance Procedure shall be as set forth in Schedule "A" attached hereto. However, it is agreed by and between the parties that on all non-tenure teachers, the question of the renewal of their contracts is in the sole discretion of the Board and is not grievable.

ARTICLE III: EMPLOYEE AND BOARD RIGHTS

- a. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as each may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to each party hereunder shall be deemed to be in addition to those provided elsewhere.
- b. No employee shall be disciplined, reprimanded or reduced in rank without just cause.
- c. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

d. A majority representative of public employees in an appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Wallington Educational Association, New Jersey Education Association, Bergen County Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

B. The Association or its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior approval. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings, provided same shall not interfere with or interrupt normal school operations.

C. The Association agrees that it will not engage in any act in violation of State law.

D. The WEA President & Vice-President will be provided release time for Association business. If the officer is a member of the Wallington Jr./Sr. High School staff, the release time will be a maximum of one period per week with prior notification of the Superintendent of Schools or his/her designee and building principal. This would be taken during their 'duty' period.

If the President/Vice-President is a member of either elementary school, the release time will begin at 2:40 pm, a maximum of once per week, with prior notification of the Superintendent of Schools principal, or his/her designee. Classroom coverage will be provided.

ARTICLE V: SALARIES

A. The salaries of all employees covered by the Agreement are set forth in the 2019-20, 2020-21, and 2021-22 salary guides and scatter gram which are attached hereto and made a part hereof.

B.

Teachers, secretaries, Custodial, Groundskeeper,
Maintenance

July 1, 2019 - June 30, 2020 - 2.75%
July 1, 2020 - June 30, 2021 - 2.75%
July 1, 2021 - June 30, 2022 - 2.75%

All co-curricular stipends for athletic coaches, class
advisors, activity advisors, etc.

2019-20 - 0%
2020-21 - 0%
2021-22 - 0%

A minimum of \$30,000 shall be added to the teacher's guide for
the purposes of guide improvement for starting salary and those
teachers on the lower end of the guide each year of the
contract.

Custodial and Secretarial guides have been improved by 2.75%
based on the signed scattergram listing of employees. The
amount for the increase is being calculated by the total dollar
amount of the scattergram. That total dollar amount was the
increase placed in the guide.

B. 1) Teachers employed on a ten month basis shall be
paid in twenty equal semi-monthly installments. Custodians
and secretaries employed on a twelve month basis shall be
paid in twenty-four equal semi-monthly installments.

2) a. Employees may individually elect to have ten
percent (10%) of their monthly salary deducted from their
pay. These funds shall be deposited by the Board of
Education Business Office in the Employees, Credit Union in
individual accounts, and controlled by the individual staff
member. The board office must be notified by October 1 if
the employee elects to participate. This decision will be
for the entire school year.

b. All employees shall have the option of direct
deposit of their paychecks. The board office must be
notified by the first day of school if the employee elects
to participate. This decision will be for the entire
school year.

In the event an employee who participates in the direct
deposit plan has the need to change the account to which
deposits are made after the September opportunity, an
attempt will be made to accommodate the change, once per

year per person, so that direct deposits may continue. There will be an administrative (bank) charge of \$10 for this service.

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

The Association will inform the School Business Administrator on the 1st day of each school year of specific banking holidays that will impact upon this provision for each year in question.

4) Individual teachers shall receive their final checks on the last working day in June after all check-out materials have been submitted and reviewed, and all end-of-year responsibilities have been met (i.e. grades, final records, etc.) as verified by the Superintendent of Schools or his/her designee.

C. MEDICAL HEALTH PLAN - The Board agrees to pay the cost of a medical health plan for all full time employees during the period that they are on the Board payroll and actually being paid for services rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period, excluding those on leave as per the State or Federal Family Leave Act who will be entitled to coverage as per law. (Effective July 1, 1999)

All employees will be moved to Direct 15 Health Insurance effective in the 2010-11 school year. A staff member will have the opportunity to pay the difference for Direct 10 coverage if they desire.

Employees covered under this Collective Bargaining Agreement will be required to contribute part of their base salary toward their Health Care Coverages for the term of this Agreement as prescribed by the State of New Jersey for Health Benefits Contribution Coverage Percentages of Premiums.

At no time shall employee contributions for the cost of Health Care Coverage provided by the N.J. Schedule for Health Benefits Contribution fall below 1.5% for the life of the contract.

Effective July 1, 2008 staff members may waive their health insurance coverage and shall receive in lieu of benefits reimbursement based on a minimum of 30% of the cost of the plan they have selected in July of the current year. As the district currently participates in the State Employees Health Benefits Program, reimbursement may not be more than 25% of the amount saved by the employer because of the waiver or \$5,000.00 whichever is less as mandated by law. Employees are required to inform the Board Office of any changes in status for their health benefit coverage or benefit reimbursement. Employee contributions shall be calculated at the Tier III contribution levels under Chapter 78. P.L. 2011, for the duration of this contract only, after which the contributions shall return to the Tier IV schedule or as prescribed by the then existing State of NJ contribution coverage percentages for health care benefits premiums.

(The board office will send out a memo each year requesting any changes in status.)

1. An IRS Section 125 plan will be maintained for tax purposes.
2. The employee will be entitled to the health denial stipend once the effective date of the enrollment change is effective. Payment shall be monthly on a pro-rated basis, and distributed with the payroll check.
3. Individuals who elect to decline coverage will have the right to re-enroll for coverage at any time should their family circumstances change such that they lose the coverage. These family circumstances include death, divorce, loss of job, or other event that results in the loss of health insurance. Re-enrollment for any other reason can only occur during the open enrollment period. Re-enrollment is subject to the carrier's requirements. The effective date of coverage is subject to the carrier's requirements.

D. **DENTAL PLAN** - The Board agrees to pay the full premium rate of a 70/30 Dental Service Plan, according to the limits of the application, in any event, not more than the cost of a family plan, if applicable, for all full-time employees during the period employees are on the Board payroll and actually being paid for services

rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period.

Employees will be provided the opportunity to upgrade coverage on an individual basis as follows:

\$1.40 per month for an increase from the present \$1,250 to \$1,500.

\$2.53 per month for an increase from the present \$1,250 to \$2,000.

Employees will be responsible for enhanced coverage cost. Above rates are current, but are subject to change.

E. PRESCRIPTION PLAN - The Board agrees to pay the full premium cost of a Co-Pay Prescription Plan. As of July 1, 2004 the Co-Pay will be \$5 for generic drugs and \$15 for brand name drugs, according to the limits of the application, for all full time employees during the period that they are on the Board payroll and actually being paid for services rendered. Any employee on leave of absence or maternity leave or for any other leave or reason with no pay, will be dropped from the aforementioned Plan for the applicable period, excluding those on leave as per the State or Federal Family Leave Act who will be entitled to coverage as per law.

Employees who choose to voluntarily waive employer provided prescription plan coverage shall receive in lieu of benefits, reimbursement of 25% of the cost selected in July of the current year.

F. TUITION REIMBURSEMENT - The Board agrees to pay the cost of tuition reimbursement up to 50% for graduate courses taken at an accredited college/university within the individual's subject area, or in the areas of student personnel services, technology, or administration/supervision, and approved by the Superintendent of Schools, including on-line graduate coursework within the current contract guidelines and upon verification of the accreditation of the college/university

by the U.S. Department of Education data base. Courses still need prior approval before being taken.

Coursework for column movement that is approved for column movement and is awarded by an accredited university but that is received through a third party vendor shall be administered according to the following schedule: 2019-2020 - 6 maximum credits, 2010-2021 - 6 maximum credits, 2021-2022 - eliminated.

To be accepted for reimbursement, Internet courses must be offered by an accredited college or university that offers the same course to students in physical attendance at the institution, subject to sufficient students enrolling for the course; the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree; and the institution must conduct accredited "in attendance" degree programs rather than offer just Internet and/or correspondence courses."

This is for tuition cost only. All other costs (i.e. computer lab, student activities, parking, etc.) are not to be submitted for reimbursement. A grade of "B" or better is required. The Board has agreed to a cap of a total of \$16,000 for 2019-20, 2020-21, and 2021-22. The permissible per credit cost will be capped based on the average of the three closest State universities, Montclair State University, William Paterson University and Ramapo University, for each of the three years of the Agreement. Teachers will be reimbursed for a maximum of 9 credits per year. Reimbursement will be made on Sept. 15. If the staff member was non-renewed at the end of the year that the course was taken, he/she will receive the reimbursement upon the completion of that year, if all appropriate paperwork has been submitted. A staff member who retires from his/her position at the end of the year in which he/she met the requirements for tuition reimbursement will be reimbursed at the end of the school year of retirement. A staff member who resigns his/her position will not be reimbursed for tuition costs taken during their final year in the Wallington Public School District.

If the reimbursement requests from Association members exceeds the cap in any given year, the reimbursement will be prorated as per the number of credits earned.

Although credits earned through Internet courses are not eligible for tuition reimbursement, the successful completion of Internet graduate level courses at accredited colleges or universities will count towards horizontal guide placement (i.e. BA + 15, MA, MA + 15, MA + 30, Dr.)

Non-tenured staff will become eligible for tuition reimbursement after completing their second year of employment in the district. This shall apply to non-tenured staff hired beginning in the 2019-20 school year.

Reimbursement

1. Staff members must present the Superintendent of Schools with notice of attendance at graduate level courses prior to attending the first class for review and approval.
2. Verification of payment and completion of coursework must be submitted upon the completion of the course according to the following timelines.
 - a) Transcripts for fall courses must be submitted to the Superintendent of Schools with all other required material no later than Feb. 1.
 - b) Transcripts for spring courses must be submitted no later than August 1.
 - c) Transcripts for summer courses must be submitted no later than November 1.
3. Teachers who were enrolled in a graduate level class while employed in the district between Sept. 1, 2011 and August 31, 2013 as part of a Master's Degree, certification or doctoral program in Student Personnel Services, Administration or Supervision will be reimbursed for any related coursework within the parameters of the contract, retroactive to and including the spring 2013 semester. Reimbursement for any remaining coursework required for completion of these programs will also be provided within the parameters of the contract. These teachers will also be eligible for appropriate horizontal guide movement in accordance with the terms of the contract. Graduate level coursework in these areas taken after completion of the program in progress

(MA, Certification or Doctoral) will not be eligible for tuition reimbursement or column movement.

4. Effective Sept. 1, 2013 no graduate level coursework in Student Personnel Services, Administration or Supervision will be approved for tuition reimbursement or horizontal guide movement for any teachers not meeting the aforementioned criteria.
5. If a teacher who meets the criteria in (a) does not take related graduate level coursework for six (6) consecutive semesters beginning with the summer 2013 semester they will no longer be eligible for tuition reimbursement or column movement for the program currently enrolled in.
6. Individual teachers wishing to take graduate level coursework outside of their current duties and responsibilities (i.e. special services, technology, language arts, etc.) will be permitted to do so with the prior approval of the Superintendent of Schools for each semester. These approved courses will be eligible for tuition reimbursement and subsequent column movement if appropriate.

Column Movement

1. Only approved graduate level courses will count towards horizontal guide movement on the salary guide.
2. In order to enact horizontal guide movement on the salary guide the Superintendent of Schools must be notified of the possibility of such movement by February 15 of the year prior to movement, and all coursework must be verified 30 days prior to the start of the school year.
3. Column movement will take place the school year following the credit/degree acquisition. No movement will take place during a school year.
4. Teachers who move to an administrative, supervisory or student personnel services (guidance) position within the district after July 1, 2013 who did not receive prior horizontal column movement due to the graduate coursework

being in administration , supervision or student personnel services will be moved to the appropriate column level (MA, MA + 15, MA + 30, Doctorate) upon the effective date of hire.

G. UNUSED SICK DAY BUY-OUT OPTION - Within 60 days of the end of a given school year an employee who is retiring from his/her position may request compensation for unused sick days. The rate of compensation will be 25% of accumulated sick time for all employees, with a cap maximum of \$15,000 for new employees only as of July 1, 2013. The board agrees that the existing staff will not have their rate of compensation for unused sick time revised in any manner, excluding N.J. statute, for the remainder of their time in the district.

ARTICLE VI: TEMPORARY LEAVES OF ABSENCE/PERSONAL DAYS

Each item, A (Death in the Immediate Family), B (Death of Other Relative or Close Friend) or C (Serious Illness in the Immediate Family) shall include a provision for a half day.

A. DEATH IN IMMEDIATE FAMILY

1. An allowance of five days shall be granted for bereavement for members of the immediate family. Immediate family shall be considered as father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchild, grandchild, spouse's grandchild or "significant other". Bereavement days shall be assessed starting the day after the immediate family member's death and shall be assessed for consecutive days not to include weekends.

An allowance of two days for bereavement shall be granted for brother-in-law, sister in law, grandparents, grandparents in law, and stepparents. These two bereavement days shall be taken within the same five day period immediately following the death of the family member

B. DEATH OF OTHER RELATIVE OR CLOSE FRIEND

An allowance of one bereavement day leave shall be granted with pay for attendance at a funeral of "other relative." An allowance of up to two bereavement days per year shall

be granted with pay for attendance at a funeral of a "close friend."

C. EMERGENCY DAYS

An allowance of up to two days leave shall be granted for emergent reasons. Emergency days may be taken in full days or half days.

D. OTHER EMERGENCIES OF A PERSONAL NATURE (PERSONAL DAYS)

An allowance of up to two days leave with pay shall be granted for any of the following reasons:

1. Court Subpoena.
2. Marriage of the employee.
3. Personal business which cannot be handled outside school hours.
4. Religious holidays as listed by the Commissioner of Education.
5. Any other emergency or urgent reason not included in 1 to 4 above, with the approval of the Superintendent of Schools.

Personal days as hereinbefore defined shall be granted upon a written request submitted to the Superintendent of Schools at least five days in advance, except in an Emergency, then the five day period may be waived by the Superintendent. Furthermore, no personal day or days shall be granted for the day or days immediately preceding or following a school holiday or vacation period unless specifically approved by the Superintendent of Schools.

If a staff member is given permission to report to work after the middle of his/her work day, or to leave prior to the middle of his/her work day for personal reasons as per items #1 - 5 above, he/she will be charged one-half of a personal day.

- Elementary school teachers will have to work until 11:52 a.m. if requesting a p.m. half personal day, and will have to report to work by 12:15 p.m. if requesting an a.m. half personal day.
- Secondary School teachers will have to work four periods in the a.m. session to request a p.m. half personal day, and will have to report to work by 11:30 a.m. if requesting an a.m. half personal day.

E. REIMBURSEMENT OF UNUSED DAYS

Any unused personal days will carry over as sick days.

ARTICLE VII: DEDUCTIONS FROM SALARY

Deductions from salary for members of the Negotiation Unit for dues for the Wallington Education Association, the Bergen County Education Association, the New Jersey Education Association, or the National Educational Association shall be made in accordance with the laws of the State of New Jersey (Chapter 310, P.L. 1967), NJSA S2:14-15.9c.

ARTICLE VIII: REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee (85% of total membership fees) to the duly authorized representatives for that membership year, to offset the cost of services rendered by the Association as majority representation.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins employment in a bargaining unit position.

D. Termination of Employment

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

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the

transmission of such fees to the duly authorized representative will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the duly authorized representative.

F. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for 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.

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.
3. Exception: It is expressly understood that paragraph 1 (F/Board's new language) will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of the Board's imperfect execution of the obligations imposed upon it by this Article.

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out the commitments contained therein and give them full force and effect as Board policy.

B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other

provisions or applications shall continue in full force and effect.

C. 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 language inconsistent with this Agreement, this Agreement during its 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 this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

E. Hard Copies of this Agreement shall be provided to all new employees at the expense of the Board within thirty days of hire. Electronic access is provided on the website.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by telegram or certified letter, return receipt requested, at the following addresses:

1. If by the Association to the Board, at Jefferson School, Wallington, New Jersey.

2. If by the Board, to the Association President, at the designated school, Wallington, New Jersey.

G. Except as this contract shall hereafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.

H. The Board and the Association recognize the complexity of the subject matter of this written Agreement between the parties dealing with terms and conditions of employment. It is, therefore, agreed that the inclusion of any item or article in this contract, shall not be used by either of the parties as evidence of the item's or article's negotiability or non-negotiability in any future negotiations or proceedings.

I. **Leave Time (Absences/Personal)** All Leave Time that is credited in advance at the beginning of the calendar year or upon hire is in anticipation of continued employment for

the full year. Upon separation from the district or upon retirement, an employee shall be entitled to leave allowances for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective. If an employee separates from the district and does not have enough leave time banked to cover the amount of leave time used, the employees final pay check will be reduced accordingly.

J. Notification of New Hires - The Wallington Education Association will be notified of all new hires prior to the start date of employment.

PART TWO
ARTICLES APPLICABLE TO TEACHERS

ARTICLE IX: SCHOOL CALENDAR

1. A. The school calendar for the **2019-20, 2020-21, 2021-22**, school years shall be 187 days each (including three snow days), of which the teachers shall be required to attend 180 days of teaching each year, and a total of 4 additional days for orientation (1), professional development (2), and end-of-year processing (1). The orientation day will be the day prior to student arrival, and the end-of-year processing will be the day following student dismissal. One single session day will be scheduled in each semester of the school year (total of 2 per year excluding the months of September and June) for the purposes of professional development/teacher workshops.

No workshops or meetings will be scheduled on this end-of-year processing day, and teacher dismissal will be 12:55 pm.

- B** (1) Teachers will receive ten (10) paid ill days for a school year. These days are cumulative. In the event a teacher is hired in mid-month no sick time will be provided for that month if the appointment is effective after the 15th of said month. One (1) day will be provided if the appointment is effective on or prior to the 15th.
- (2) If a teacher who reports to work leaves prior to the middle of the day due to an illness, illness in the family, and/or personal business he/she will be charged a full ill day. If a teacher leaves work due to an illness after the

middle of the day, he/she will be charged one-half on an ill day. The mid-point of the day will be defined as:

Elementary School Teachers (8:15 am - 3:25 pm)

Mid-Point - 11:52 am

Secondary School Teachers (8:05 am - 3:15 pm)

Mid-Point - 11:42 am

Child Study Team Secretary (8:00 - 4:00) - 12:00noon

Principals' Secretaries (7:45 - 3:30) - 11:37 am

Guidance office and main office secretaries, receptionist,
Attendance officer (8:00 - 3:45) 11:52 am

Custodians

First Shift (7:00 - 4:00) 11:30 am

Second Shift (11:00 - 7:00) 3:00 pm

Third Shift (3:00 - 11:00) 7:00 pm

Fourth Shift (1:00 - 9:00) 5:00 pm

- C. Athletic Trainer start date will be the start of the Fall sport season and finish date will be the end of the Spring season as per NJSIAA calendar.
- D. Should the need to reduce a previously scheduled school recess due to emergency school closures, staff members will not be permitted to use any accrued personal days in place of the day or days that were previously scheduled as part of a designated school recess without the prior approval of the Superintendent of Schools.

ARTICLE X: TEACHING HOURS & TEACHING LOAD

A. SIGN IN - Teachers shall place a checkmark in the appropriate column of the faculty "sign-in" roster when reporting for duty; in the event they are late, they shall write in the time of their actual arrival and explain their lateness in an appropriate space provided, which explanation shall then be signed.

B. LUNCH PERIOD - The teachers shall have a daily duty-free lunch period. In the elementary schools assigned first teacher will be on duty for twenty-five minutes and will have a twenty minute lunch. The assigned second teacher will be on duty for twenty minutes and will have a twenty-five minute lunch period. The assigned teacher will be available to assist and supervise in all emergency and lunchroom responsibilities. In the high school teachers will continue to supervise the lunchroom area for the first twenty-five minutes of each lunch period. Supervision for each second half will be handled administratively.

Designated location of teachers:

Frank W. Gavlak School - Teachers' Room
Jefferson School - Teachers' Room
High School - The teacher will be assigned to a specific part of the building by the building principal as designated.

Jr./Sr. High School staff may be assigned a lunch duty as their daily 'duty'.

The present policy of assigning a teacher on a rotating basis to supervise the student lunch period will be continued. When a teacher is assigned to supervise the students' lunch period, compensation for such completed assignment shall be in the form of early release at the end of the school day, such time being defined as ten (10) minutes subsequent to the final bell signifying student departure. However, in the event a parent requests a parent/teacher conference on the day of the teacher's completed assignment as supervisor of a lunch period, the conference shall be conducted by said teacher. Administrators and teachers shall use their best efforts to schedule a parent/teacher conference on days other than those on which a teacher is assigned the duties hereinbefore stated. Where such a request by a parent is in conflict with the teacher's assigned duties, such request shall be granted or denied at the sole discretion of the administrator. In the event an administrator schedules a teachers' meeting on a day a teacher has completed the assignment hereinbefore described, said teacher shall attend the meeting and shall be compensated on the day following, such compensation time being defined as early departure as described in this paragraph.

C. EXTRA CURRICULAR ACTIVITIES - Teacher participation in extra-curricular activities shall be voluntary. However, in the event sufficient volunteers are not available, the Superintendent shall make such appropriate assignments on a rotating basis, as may be necessary.

D. FIELD TRIPS - Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight week-end trips, shall be voluntary. However, in the event sufficient volunteers are not available, the Superintendent shall make such appropriate assignments as may be necessary, on a rotating basis.

E. CHAPERONING - Assigned staff members who are chaperoning a school function outside of the regular school

day will be compensated at the rate of \$50.00 for assignments that are up to 4 hours in length, and 100.00 for assignments that are over 4 hours in length. The maximum number of assigned teachers will be four to six, depending upon the school activity and need.

If the chaperone assignment requires an overnight stay the staff member will receive compensation of \$150.00 per night. If a Saturday assignment is required, compensation will be \$50 if less than 4 hours and \$100 if over 4 hours, including time for transportation. This excludes any personnel that are paid as advisors, coaches, etc.

F. Teacher assignments for the purposes as set forth in "C" and "D" above, by the Superintendent shall not be grievable. However, if the decision of the Superintendent is arbitrary or capricious, the same shall be grievable.

G. DAILY TIME SCHEDULE - Teachers shall be required to report for duty by 8:05 a.m. at the high school, and 8:15 a.m. at the elementary schools for full school days, and shall remain and be available for pupils, and other professional responsibilities for thirty (30) minutes after the close of the pupils' school day, except on days preceding school holidays and vacations, and on Fridays; on such days, the teachers may leave ten (10) minutes after the close of the pupils' school day.

H. FLEX TIME

Classes can be scheduled outside of the traditional school day in the following manner:

High School - A "period zero", could be scheduled as follows:

1. The class would meet from 7:40 a.m. to 8:22 a.m.
2. The staff member would be required to report no later than 7:30 a.m.
3. The staff member would have to consent to such a schedule for it to take effect.
4. The staff member would be excused 42 minutes early to compensate for the early arrival. (2:23 p.m. for regular dismissal and 2:06 p.m. as early dismissal days such as Friday's and days prior to a holiday.)
5. On regularly scheduled early dismissal days, 12:40 p.m., teacher departure would be at 12:02 p.m., 32 minutes early.
6. The staff member will call the Superintendent's office whenever they may be late for work so that coverage can be arranged.
7. The staff member will be required to attend the principal's monthly meeting, Superintendent's meetings

and district staff development programs. He/She will not be required to attend department meetings, or meetings of any other nature after school. However, they can attend if they so desire.

ELEMENTARY SCHOOL - Early morning classes may be scheduled in the following manner:

1. The class would meet from 7:50 a.m. to 8:20 a.m. (30 minutes)
2. The staff member would be required to report no later than 7:40 a.m.
3. The staff member would have to consent to such schedule for it to take effect.
4. The staff member would be excused 30 minutes early to compensate for the early arrival. (2:45 p.m. on regular days.)
5. On regularly scheduled early dismissal days, 12:40 p.m., teacher departure would be at 12:10 p.m., 30 minutes early.
6. The staff member will call the superintendent's office whenever they may be late for work so that coverage can be arranged. Absences will be covered internally if substitutes cannot be arranged.
7. The staff member will be required to attend the principal's monthly meeting, superintendent's meetings and district staff development programs. He/She will not be required to attend department or grade level meetings, or meetings of any other nature after school. However, they can attend if they so desire.

I. REPORTING ABSENCES - The Board agrees to provide a telephone tape answering service between 4:00 p.m. and 7:00 a.m. for teachers to report unavailability for work.

J. INTERNAL SUBSTITUTION - Whenever a teacher covers another teacher's class during their normal unassigned period, they will be compensated at the rate of \$34 per class period. These assignments will be made by the administrator's designee and will be done on a rotating basis.

K. HOME INSTRUCTION - The rate of pay for home instruction will be \$45/hour. The compensation is for instructional time only. Transportation is not included. The student's parent/guardian, or the adult present during the home instruction, must sign off on the time in and out. Once a student is approved for home instruction by the Board, or its designee, the principal (elementary) or guidance office (secondary) will initiate the process to schedule appropriately certified teachers. The process will be:

1. The classroom, or subject area teacher that the student has for the course, will be asked to provide the instruction first.
2. In the event that the classroom or subject area teacher is unavailable, another teacher at the same grade level (elementary), subject area (secondary) or with the appropriate certificate will be offered the home instruction assignment.
3. In the event that no teacher is found to provide the instruction after steps one and two a teacher with the appropriate certification will be assigned by the Superintendent of Schools.

Also included at this rate of compensation will be other student-based instruction outside of the regular school day as approved by the board of education. At this point this specifically includes:

Saturday Enrichment Instruction
Language Immersion Program Instruction
Junior High School Summer School Instruction
After-School Testing Preparation
Summer Library

PSAT proctoring and Elementary school Lunch
Supervision will be compensated at the rate of \$35 per hour.

Staff will be compensated at the rate of \$45.00 per hour for the writing of new curriculum that takes place outside of the staff member's contracted hours. This applies to the writing of new curriculum only and not to revisions of already existing curriculum.

L. IN-SERVICE - Compensation for conducting in-service workshops: The teacher will receive \$100 per session and there must be a minimum of two hours presentation by the individual conducting the workshop; workshop to have prior consent and approval of the Superintendent.

M. PREP TIME - A minimum of 150 minutes per week will be provided for each elementary school teacher for preparation, excluding those in the area of special education who are guaranteed a minimum of 100 minutes per week.

N. EXTRA TEACHING ASSIGNMENT - If there is a need to expand the academic course offerings, a teacher may be approached by the administration regarding his/her

willingness to accept a sixth period teaching assignment. Advance notification of the meeting between the teacher and administrator will be sent to the WEA president. The teacher has the right to refuse this additional assignment. If the teacher agrees to the assignment compensation will be \$4,500.

If the Accelerated Elementary School math program is in operation the involvement of the grade 6 teacher in coordinating enhanced instruction for grade 6 accelerated students into the grade 7 coursework will be compensated at the rate of \$500 per year.

O. FACULTY MEETINGS

The instructional staff will be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending principals', department, grade level, superintendent's or other professional meetings at the rate of a minimum of two per month, with a third, if needed. The meetings may extend to 3:45 p.m. When the meeting is determined to be concluded by the person(s) responsible, the participants are free to leave. (This does not include individual meetings with parents, supervisors or administrators.)

The third meeting may be designated as a professional development session of 90 minutes, but not extending past 4:30 pm. It must be announced a minimum of 2 weeks in advance. It may include the full staff or any appropriate subset of the staff. This session may be scheduled by any administrator or supervisor with prior input from the ScIP and approval of the Superintendent of Schools. These sessions are not to include curriculum writing.

In the event that there are emergent medical issues that require the school nurse to remain on duty during scheduled lunch period, the nurse will be granted an equivalent amount of time to that which was missed due to the emergent medical issue. This time shall be afforded at the discretion of the building administrator so as not to compromise the safety of the students or staff and is not to exceed the duration of a full lunch period. Nurses shall notify their building administrator

P. (From Art. V, Par. F) TUITION - The Wallington Board of Education agrees to pay full tuition costs for faculty

members who are required to earn certification to teach a new course which has been approved by the Board as part of the school curriculum. A grade of "B" or better is required for reimbursement.

Q. (From Art. V, Par. G) SALARY GUIDE MOVEMENT - Teachers expecting to receive educational credits necessary for advancement to a higher salary level for the next school year shall notify the Superintendent by November 1 of the preceding year in which they will be eligible for such placement.

ARTICLE XI: NON-TEACHING DUTIES

A. STAFF TRANSPORTATION - Staff members shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the Superintendent. In such event, he/she shall be compensated at the rate per mile established by the IRS for the use of his/her own automobile, unless precluded by state code.

Employees who use their automobiles daily during the course of a school day between the hours of 8:33 and 11:30 a.m. and 12:30 and 2:55 p.m. traveling from one building to another, excluding lunch, shall be reimbursed at the rate of \$100 per school year. If a staff member travels to another school on less than a daily basis, the rate of reimbursement will be \$.50 per one-way trip.

Staff members who are scheduled to travel from one district building to another during the am or pm session will have a minimum of 10 minutes provided for this transport.

The athletic trainer shall receive an annual stipend for travel of \$100.00.

B. PEER OBSERVATION - Each teacher will perform two Peer Observations per year, the first to be completed by Jan 31 and the second by April 30 of the school year. These observations will not be used in any manner in the formal observation/evaluation process. The assignment will be made by the building principal or department supervisor.

C. TRANSLATIONS - Any teacher who is requested to perform language translations by the building principal, vice-principal, child study team, guidance personnel, or superintendent's office, such that their preparation/professional period is lost will be compensated

at the appropriate internal substitution rate, \$34 per class period.

D. IEP MEETINGS -The administrators will attempt to schedule IEP/"504" meetings at the most convenient time for all concerned (teacher, parent, child study team member(s), specialists). In the event that a teacher is required to attend an IEP/"504" meeting during their preparation period, he/she will be permitted an early dismissal on that day (ten minutes after student dismissal). The early dismissal must be clearly noted on the daily sign-in sheet as "IEP mtg."

ARTICLE XII: TEACHER NOTIFICATION OF EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th if the salary guide has been adopted by the Board by May 1st. If adopted later, the teachers shall be notified within thirty days of its adoption.

Employment or adjustment increments may be withheld as per N.J.S.A. 18A:29-14 in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

(a) That procedures be adhered to as outlined in Article XII, "Teacher Evaluation".

(b) The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's increment, or a part thereof through the Superintendent, to the Board unless at least forty-five calendar days prior thereto and in no case no later than May 1 of the preceding year in which such action would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

(c) Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten school days file a grievance commencing at the Board level. The Board shall take no action on the recommendation until the grievance is heard by the Board according to the grievance procedure as set forth heretofore in Schedule "A" of this Agreement.

(d) Any action by the Board to withhold an increment or any part thereof shall be subject to or advisory arbitration. The arbitrator shall have the opportunity to recommend to restore all or any part of the increment withheld, retroactively.

(e) Any employment increment or adjustment increment or part thereof withheld under this provision may be restored the following year.

ARTICLE XIII: TEACHER ASSIGNMENTS

A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments and building assignments for the forthcoming year not later than the last day of school for staff except for necessary changes, and such changes to be solely within the discretion of the Superintendent or the building Principal; the teachers shall be notified of such changes as soon as possible.

B. Decisions of the Superintendent and the assignment by the Superintendent shall not be grievable. However, the teacher shall have the right to discuss the matter with the Superintendent.

ARTICLE XIV: VACANCIES, PROMOTIONS, TRANSFERS & RE-ASSIGNMENTS

A. 1. No later than April 30th of each school year, if known, the Superintendent shall deliver to the WEA's President, and post in all school buildings a list of the known vacancies which are anticipated for the following year.

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 May 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference; however, the decision to change the assignments rests solely within the Superintendent's discretion and is not grievable.

3. As soon as practicable, and no later than the last day of school in June, the Superintendent shall post in each school and deliver to the WEA's President, a system-wide schedule showing the names of the teachers and their assignments.

B. All openings for positions in the summer school, home teaching federal projects, and other programs

(including non-teaching positions for which teachers may be qualified and eligible), shall be adequately publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set forth in Section "A" above.

- C. Non-coaching co-curricular positions will be offered to district personnel prior to soliciting any out-of-district persons. All athletic programs, including cheering, are excluded from this clause.

ARTICLE XV: TEACHER EVALUATION

Procedure for Evaluation

The procedure for teachers' evaluations will be consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ). N.J.S.A. 18A:6-117 et al.

1. The major purpose of classroom visitations is to provide help to the teacher and to evaluate the teaching process. The responsibility for making recommendations regarding the teacher rests with the department supervisor, building principal and the Superintendent of Schools.
2. Observation reports will be written after each visitation. A conference will be held with the teacher to interpret the report. One copy of the report will be distributed to the Superintendent, one copy is to remain with the principal, and one copy of this report will be given to the teacher. The teacher will acknowledge receipt of the observation report by affixing his/her signature and the date. Should the teacher wish to comment on the observation report, he/she will submit an attachment to the report within seven days.
3. If deemed advisable by the Superintendent, contract offers will be withheld to provide time for further study and consultation. In this case, teachers in question will be notified before contracts are distributed. Final decision will be made and non-tenure teachers notified as soon as possible after March 1st, but not later than May 15th.
4. The Superintendent will make the final decision and recommendation to the Board of Education.
5. Following Board action, contract offers will be sent to all teachers whose evaluations are positive, and who plan

to continue their services insofar as it is known to the administration.

6. Following receipt of contract offer, teachers will be given fifteen (15) days within which to declare their intent to accept offer.

ARTICLE XVI: EXTENDED LEAVE OF ABSENCE

1. A leave of absence without pay, of up to two years shall be granted to any teacher who joins the National Teacher Corps, or serves as an exchange teacher and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship. This is limited to one teacher a year, and for tenured teachers only.
2. Military leave, without pay, shall be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction, and three months thereafter, or three months after recovery of any wound or sickness at the time of discharge, or until the expiration of two years from the date of discharge, whichever comes first.
3. Other leave of absence, without pay, may be granted by the Board for good reasons.
4. a. Upon return from leave granted pursuant to Section 1 or 2 of this Article, a teacher shall be considered as if he 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 leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for the time spent on a leave granted pursuant to section 3 of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
b. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

PART THREE
ARTICLES APPLICABLE TO CUSTODIANS

ARTICLE XVII: WORK YEAR

A. Holidays

All custodians (**see Article I for definition**) covered by this Agreement shall receive the following holidays each year:

Labor Day	New Years Day
Columbus Day	Lincoln's Birthday
Day	Veterans Day
Day	Washington's Birthday
Day	Thanksgiving
Day	Good Friday
Friday of Thanksgiving	New Year Eve
Christmas Eve	Memorial Day
Christmas Day	Independence Day
Martin Luther King Day	Election Day

Custodians will be assigned for work on New Year's Eve as per building need. They will work a minimum of four (4) hours. Custodians who work on New Year's Eve will receive a day off when school is not in session. It may not be the day immediately preceding or following a holiday.

B. Vacations

1. Vacation schedule for all custodians employed as of the 2009-10 school year:

Upon the completion of -

1-5 years of service----- 10 working days

6-13 years of service----- 15 working days

14 + years of service----- 20 working days

Vacation schedule for all new custodians as of July 1, 2010:

Upon the completion of -

1-5 years of full time service - 10 working days;

6 Years of full time service - 11 working days;

7 Years of full time service - 12 working days;

8 Years of full time service - 13 working days;

9 Years of full time service - 14 working days;

10 Years of full time service - 15 working days;
11-12 Years of full time service - 15 working days;
13 Years of full time service - 16 working days;
14 Years of full time service - 17 working days;
15 Years of full time service - 18 working days;
16 Years of full time service - 19 working days;
17 Years of full time service - 20 working days;

Vacation time may be taken in the summer months, excluding the groundskeeper, unless a request is made and approved by the Superintendent of Schools or Board Secretary for an exception. Upon the submission of a request and approval by the Board Secretary and Superintendent of Schools custodians may take up to one week vacation time during any scheduled school recess (December, February and spring).

2. Vacation time for new hires will be prorated based upon the month of hire. Staff hired between July 1 and August 30 will receive the full ten (10) days allocated for staff from 1-5 years of service. Staff hired from September 1 - June 30 will receive one vacation day for each month worked. The appointment must be effective on or before the 15th of the month for it to count towards this calculation.

3. When due ten vacation days, five of the groundskeeper's days will be taken during the period of time from December 1 to February 28. The additional five will be taken during the months of July and August, unless a request is made and approved by the Superintendent for an exception.

When due fifteen vacation days, ten of the groundskeeper's days will be taken during the period of time from December 1 to February 28. The additional five will be taken during the months of July and August, unless a request is made and approved by the Superintendent of Schools and Board Secretary for an exception.

During the time from December 1 to February 28, excluding the February recess week, the groundskeeper will replace custodians for days in lieu of the following holidays (Veterans Day, Washington's Birthday, Lincoln's Birthday and Martin Luther King

Day), thereby enabling custodians to work during the February break to attend to the schools while classes are not in session. This schedule will be arranged by the School Business Administrator.

Custodial vacation time shall be limited to a maximum of 10 days in July and August.

ARTICLE XVIII: DAILY WORK HOURS

- A.** During the entire year, the workday for all custodians shall consist of eight (8) hours as follows:
- First Shift - 7:00 a.m. to 4:00 p.m. (total 9 hours), excluding one hour duty free lunch period (total of 8 working hours).
 - Second Shift - 11:00 a.m. to 7:00 p.m. (total 8 hours), excluding one half hour duty free lunch period (total of 7.5 working hours).
 - Third Shift - 3:00 p.m. to 11:00 p.m. (total 8 hours), including one-half hour duty free lunch period.

Variations of shifts or hours may be assigned on a temporary basis as needed (i.e. single-session days, assemblies, athletic events, vacation weeks, emergencies).

B. Summer Work Hours begin on July 1 and continue to August 31. The workday for all custodians shall consist of eight (8) hours, 8:00 a.m. to 4:00 p.m., including one hour duty free lunch period.

C. Evening Hours - July and August
If any school must be open for a night program during the months of July and August, the Board reserves the right to change the hours to meet the need, and such rescheduling and reassignment by the Superintendent of Schools or Board Secretary shall not be grievable.

D. When night men work a day shift (7:00 am) due to a single-session day, professional day (staff only), or school closing (recess) they will work the same amount of time as the regular day men, 7:00 am - 4:00 pm with an hour lunch. Any other request for a different shift by a night custodian with hours different from 7 - 4:00 would include

a nine hour shift with an hour lunch and must be agreed upon by the custodian and Superintendent of Schools or School Business Administrator in the Superintendent's absence.

E Lunch

- a. Custodians must take their lunch (1/2 or 1 hour) no later than two hours prior to the end of their shift.
- b. If two men are working the evening shift (elementary) they must stagger their lunches with no overlap to ensure building coverage. In the junior-senior high school lunches should also be staggered with no overlap so that no more than two custodians are taking their lunch at the same time.

ARTICLE XIX: OVERTIME

A. Overtime is defined as time spent at regular or other assigned duties, consistent with this agreement, beyond the weekly 40 hours for day men and 37.5 hours for night men. If a custodian declines a weekend or holiday overtime assignment he will be moved to the end of the overtime rotation.

Regular work week consists of:

Shift 1	7:00 a.m. - 4:00 p.m.	40 hours
Shift 2	11:00 a.m. - 7:00 p.m.	37.5 hours
Shift 3	3:00 p.m. - 11:00 p.m.	37.5 hours
Shift 4	1:00 p.m. - 9:00 p.m.	37.5 hours

The Superintendent and board Secretary reserve the right to decide which shifts shall be used to meet the needs and best serve the school district. The decision will not be grievable.

- 1. Time and a half shall be paid to custodians who work in excess of their regular weekly shift.
- 2. Time and one half shall be paid to custodians who work on holidays, plus receive the paid holiday, if worked in excess of their regular weekly shift.

3. Double time shall be paid to all custodians who work on Sunday, if worked in excess of their regular weekly shift.
4. The hourly rate shall be determined and pro-rated from the annual gross salary, based upon a forty hour work week.

B. Conditions of Overtime

1. All weekend and holiday overtime shall be pre-scheduled by the Superintendent of Schools, the Board Secretary or their designee. A minimum of two (2) hours of overtime will be provided if a custodian is called in or scheduled to work and is sent home due to a mistake in scheduling.
2.
 - a. A minimum of two (2) hours will be provided and paid to a custodian (shifts 1, 2, 3 & 4) who is required to report for snow removal/emergent reasons. The custodians from the 2nd, 3rd and 4th shifts will remain and work the required two hours. Custodians who work the first shift will be required to work the second hour of overtime at the end of their shift, 4:00 - 5:00 p.m.
 - b. A minimum of four (4) consecutive hours will be paid if a custodian is called to work over a weekend, excluding for emergent reasons, which will remain at two (2) hours. Should there be a recurring problem during that two hour timeframe, no second payment for two hours will be allowed.
3. It is the sole responsibility of the assigned custodian to inform the Board Secretary or Superintendent of Schools by 3:00 p.m. on the Thursday prior to the assigned date if he/she is unavailable for weekend duty. Reasons must be given in writing.
4. Refusal to report for assigned overtime will require the submission of a reason in writing to the School Business Administrator at least 24 hours prior to the assignment. Custodians are not to arrange replacements for overtime themselves. Such reassignments may be made by the School Business Administrator, Superintendent of Schools, Principals or Athletic Director in the absence of the School Business Administrator. In such a case the Business Administrator must be notified as soon as possible.

Custodians who refuse assigned overtime without a legitimate reason may be bypassed on any seniority list for such overtime assignments at the discretion of the School Business Administrator or Superintendent of Schools.

5. All overtime for weekends and holidays will be based on the need to use the buildings and/or grounds, and custodial coverage. Assignments for each building will be based on a seniority call list including the custodial staff of that building. In certain circumstances the overtime shifts may be filled by maintenance or grounds keeping personnel based upon the need for their services, or the availability of building custodial personnel.

6. For overtime purposes, the forty hour work week (shift 1 and 2) or the thirty seven and a half hour work week (shifts 3 and 4) must be worked, Monday through Sunday before any time and one half, double time or paid holiday plus time and one half will be paid to a custodian. All paid hours will be considered as time worked. This includes regular work, sick time, illness in family, vacation, personal, death in family, etc. Docked time must be made up before overtime will be paid.

ARTICLE XX: ASSIGNMENTS

The custodians' supervisor (Board Secretary or Superintendent of Schools), at his/her discretion, shall have the right to require the custodian to work where assigned. The decision of the Board Secretary and/or Superintendent of Schools is not grievable.

ARTICLE XXI: VACANCIES

Notification of all vacancies shall be posted for bid by currently employed staff. Seniority shall be considered in making new assignments and promotions.

ARTICLE XXII: ARTICLES OF CLOTHING

The Board shall provide the following items:

1. Foul Weather Gear: Storm jacket, pants, and boots will be provided upon the custodian's request through the Board Secretary's office. Worn and/or unusable foul weather gear

must be returned to the Board Secretary concurrent with the request.

The groundskeeper will be provided a winter work jacket when needed, but on no more than an annual basis.

2. Clothing: Each year, beginning in June of 2008 for the 08-09 school year, the Board shall provide an allowance of \$150 for each custodian to be used for the purchase of board approved work-related clothing from a designated vendor. The allowance for the groundskeeper and maintenance person shall be \$200 per year. This is not intended to be a reimbursement.

The items included will be short-sleeved shirts, pants, long-sleeved shirts, sweatshirts, etc. Lightweight jackets will be provided to each custodian, the style and cost of each to be determined by the Board Secretary.

3. Shoes: The Board will reimburse each custodian/groundskeeper/maintenance person at a maximum of \$150 for shoes upon the submission of a receipt of purchase. The staff member may purchase more than one pair or type of shoe (per season) as long as they are appropriate and within the \$150 threshold.

4. Safety Equipment: The board of education will provide appropriate safety equipment to all custodial/groundskeeping/maintenance personnel. This includes safety belts, goggles, safety masks, etc. Safety/respiratory masks will be provided upon written request.

Custodians will wear the clothing items, including work/safety shoes, provided by the board during all regular and overtime shifts. Failure to wear appropriate footwear will result in:

1st offense - Sent home to change with the time it takes coming out of their lunch hour/half hour.

2nd offense - Sent home to change with the time it takes coming out of their lunch hour/half hour, with an official Letter of Reprimand in their file.

3rd offense - Sent home with a one-day suspension without pay.

ARTICLE XXIII: SENIORITY & JOB SECURITY

A. School District seniority is defined as service by appointed custodians in the Wallington School District in the collective bargaining unit covered by this Agreement. An appointed Custodian shall lose all accumulated Wallington School District seniority only if he/she: Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the Wallington School District.

B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the custodians shall be laid off in the inverse order of seniority of the custodians in the district.

C. In the event that within one year from the date of his/her layoff, a vacancy occurs in the classification of his/her last appointment in the district, a laid-off custodian shall be entitled to recall hereto in the order of his/her departmental seniority.

Notice of recall to work shall be addressed to the custodian at last address appearing on the records of the Wallington School District, by certified mail, return receipt requested.

D. Disability Insurance (Custodians) -The board will provide payment up to **\$600** to each twelvemonth full time custodian/groundskeeper/maintenance person towards the employees securing personal disability insurance policy upon the submission of evidence of purchase of the policy. These payments will be made directly to the provider on a monthly basis in ten (10) equal installments (September - June) for the period of the policy during which the individual is employed by the district, in the amount of \$50.00 per month.

The board office must be notified of enrollment in the district plan prior to September 1.

ARTICLE XXIV: SICK LEAVE

Effective July 1, 1995 accumulated sick days for the custodial staff has been increased to twelve (12) days per year.

- a. In the event that a custodian is hired in mid-month one sick day will be provided for that month if the appointment is effective prior to or on the 15th of said month. No days will be provided if appointed to work after the 15th.
- b. If a custodian who reports to work leaves prior to the mid point of his/her work day due to an illness he/she will be charged a full ill day.

If the custodian leaves work due to an illness after the middle of the day, he/she will be charged one-half of an ill day.

Shift point	Mid-
First Shift (7:00 - 4:00)	11:30 am
Second Shift (11:00 - 8:00)	3:30 pm
Third Shift (3:00 - 11:00)	7:00 pm
Fourth Shift (1:00 - 9:00)	5:00 pm

**PART FOUR
ARTICLES APPLICABLE TO THE SECRETARIAL STAFF**

ARTICLE XXV: WORK YEAR

A. SCHOOL CALENDAR

- 1. Secretaries are contracted from July I through June 30.
- 2. Secretaries do not work during scheduled vacations, holidays or recesses when schools are closed as per the Board approved calendar from September 1 through June 30.

B. VACATIONS

- 1. Secretaries employed prior to May 1,1994 receive 22 vacation days, plus the Fourth of July, during the summer months (July 1 through August 31). There will be no scheduled vacation days during the last week of

the summer prior to the opening of school without approval of the Superintendent of Schools.

2. Secretaries employed after May 1, 1994 will receive the Fourth of July and additional days as per the following schedule:

- a. Vacation schedule for all secretaries employed as of the 2009-10 school year:

Upon the completion of
1 to 5 years of full time service....10 working days

6 - 13 years of full time service.....15 working days

14+ years of full time20 working days

- b. Vacation schedule for all new secretaries as of the 2010-11 school year:

Upon the completion of:

- 1-5 years of full time service - 10 working days;
- 6 Years of full time service - 11 working days;
- 7 Years of full time service - 12 working days;
- 8 Years of full time service - 13 working days;
- 9 Years of full time service - 14 working days;
- 10 Years of full time service - 15 working days;

Vacation time may be taken only in the summer months unless special approval is received from the Superintendent.

Vacation time for new hires will be prorated based upon the month of hire. Staff hired between July 1 and August 30 will receive the full ten (10) days allocated for staff from 1-5 years of service. Staff hired from September 1 - June 30 will receive one vacation day for each month worked. The appointment must be effective on or before the 15th of the month for it to count towards this calculation.

Vacation time must be taken by August 31 and is non-cumulative unless otherwise approved by the Superintendent of Schools.

ARTICLE XXVI: DAILY WORK HOURS

A. SEPTEMBER I - JUNE 30 (SEVEN HOUR WORK DAY)

Child Study Team Secretary	8:00 am - 4:00 pm (one hour lunch)
Principals' Secretaries	7:45 am - 3:30 pm (45 minute lunch)
Guidance Office Secretary	8:00 am - 3:45 pm
Main Office Secretaries	"
Receptionist, Attendance Off.	"

On Fridays and days immediately preceding a holiday they are permitted to leave 30 minutes early. (Holidays are defined as the Thanksgiving, Christmas, Easter and Presidents' week recesses.)

B. July I Through August 31

All secretaries/clerical staff work from 8:00 a.m. to 3:00 p.m. with an hour lunch or 8:30 a.m. to 3:00 p.m. with a one-half hour lunch as per their choice.

C. Single-Session Days

When students are dismissed at 12:55 p.m. for a single-session day, including emergency closings and those days prior to the Thanksgiving and Christmas recesses, the secretaries work until 1:15 P.M.

This does not include any scheduled single-session days during the first week of September, the last week(s) of school in June, or those scheduled during the year for professional development.

ARTICLE XXVII: SICK DAYS

A. Each secretary is provided with twelve (12) sick days per year. Secretaries who are hired during the school year will receive one cumulative sick day for each month worked during that contractual year. Unused sick days are cumulative.

B. In the event that a secretary is hired in mid-month one sick day will be provided for that month if the appointment is effective prior to or on the 15th of said month. No days will be provided if appointed to work after the 15th.

C. If a secretary who reports to work leaves prior to the mid point of his/her work day due to an illness he/she will

be charged a full ill day. If the secretary leaves work due to an illness after the middle of the day, he/she will be charged one-half of an ill day.

	Hours	Mid-Point
Child Study Team Secretary	(8:00 - 4:00)	12:00 noon
Principals' Secretaries	(7:45 - 3:30)	11:37 am
Guidance office, main offices, receptionist, Attendance officer	(8:00 - 3:45)	11:52 am

ARTICLE XXVIII: GUIDE LEVELS

Class B - Principal's secretary CST secretary, and guidance department secretary.
Class C - General office secretaries, and the high school receptionist.
Attendance Officer

ARTICLE XXIX: TUITION REIMBURSEMENT

The Board will pay 50% towards tuition reimbursement for coursework related to the responsibilities of the secretaries' positions with the prior approval of the Superintendent of Schools. This is not to exceed \$1,500 per year, non-cumulative, for the entire secretarial staff. A grade of "B" or better, or "pass", in a pass/fail situation is required for reimbursement.

Tuition reimbursement will be awarded upon the first day of the next year (July 1) following the successful completion of the course. If the staff member is non-renewed at the end of the year that the course was taken, he/she will receive reimbursement if the course was successfully completed and all paperwork has been submitted. A secretary who retires from his/her position at the end of the year in which he/she met the requirements for tuition reimbursement will be reimbursed at the end of the school year of retirement. A secretary who resigns his/her position will not be reimbursed for tuition costs taken during their final year in the Wallington Public school district.

If the reimbursement requests exceed the \$1,500 provided the reimbursement will be prorated.

PART V: ARTICLES APPLICABLE TO MEAL COORDINATOR

ARTICLE XXX: WORK YEAR/DAILY WORK HOURS

The Meal Coordinator shall work from September 1 to June 30.

Meal Coordinator daily hours shall be from 7:00 AM to 2:30 PM with a ½ hour for lunch.

ARTICLE XXXI: COMPENSATION

The salary for the Meals Coordinator shall be set forth in the 2019-20, 2020-21, and 2021-22 salary guides and scattergram, which is attached hereto and made a part hereof.

Meal Coordinator salary shall be increased in 2019-20 by adding \$2000.00 each to the Breakfast and Lunch positions. In 2020-21 and 2021-22 the Meal Coordinator will receive 2.75% increases.

ARTICLE XXXII: DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022, or until a successor agreement is negotiated and ratified by the WEA and the Board.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President attested to by its Secretary, and its Corporate Seal to be placed thereon, all on the day and year first above written.

WALLINGTON EDUCATION ASSOC.

WALLINGTON BOARD OF EDUCATION

BY _____

President

President

BY _____

Secretary

Secretary

Date

Date

SCHEDULE "A"
GRIEVANCE PROCEDURE - WEA

DEFINITION

The term "grievance" shall be defined herein as set forth in Public Laws of 1968, Chapter 303.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instance:

The failure or refusal of the Board to renew a contract of a non-tenure supervisor.

PROCEDURE

1. Any aggrieved **grievant(s)** who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable), within ten (10) working days following the treatment, act or condition, or ten (10) working days after he/she should have reasonably known of the aforesaid treatment, act or condition which is the basis of his/her complaint. Failure to act within ten (10) working days, as aforesaid, shall be deemed to constitute an abandonment of the grievance.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he/she shall, within seven (7) days, set forth his/her complaint in writing to the Principal. The Principal shall communicate his/her decision to the employee in writing (5 copies), within three (3) days of the receipt of the written complaint.

3. The employee may appeal a decision to each next higher authority in turn. The sequence shall be, employee to the immediate supervisor, to the building principal, to the

Superintendent, to the Board of Education. Prior to each appeal, the employee shall (in writing), inform the authority who last rendered a decision of his/her intention to appeal to the next higher authority.

4. If any employee wishes to carry his appeal beyond the level of the building principal, the employee shall present his full complaint in writing, along with a copy of the principal's decision, and the employee's written reason setting forth the grounds for his/her continued appeal, to the Superintendent within one (1) week of the date of the principal's decision as outlined in #2 above.

5. The Superintendent shall review the materials submitted and discuss the issues with parties involved, and will attempt to resolve the matter as expeditiously as possible. The Superintendent shall render a written decision (5 copies to appellant), within ten (10) days of the date of the appeal.

6. At no point prior to an official hearing or meeting with the Board shall the employee discuss with any Board members or any one of them, the subject of the employee's complaint or matters relating to the substance of the complaint.

7. If dissatisfied with the action taken by the Superintendent of Schools, the employee may request a meeting with the Board. Such a request shall be made in writing to the Secretary of the Board and copies sent to the principal and to the Superintendent of Schools. The request shall describe the points of issue including reasons for the employee's dissatisfaction with the action taken in the preceding steps.

8. To carry an appeal to the Board of Education, the employee shall submit to the Board Secretary the complete records thus far accumulated, as well as his/her written reason for continuing the appeal. The appeal to the Board of Education must be submitted to the Board of Secretary within one (1) week of the Superintendent's decision. The employee shall notify the Superintendent of his action in writing.

9. Upon receipt of any appeal to the Board, the Secretary shall notify the President of the Board who shall determine whether to schedule the appeal for an executive session, unless the same is such as required to be heard at a public meeting, on longer than three (3) weeks after receipt of the appeal by the Secretary. In the event any of the hearings on the appeal are not completed in the session set by the Board, as aforesaid, the Board shall schedule additional or continued hearings within seven (7) days until the conclusion of the hearing. This time element shall be followed unless mutually agreed otherwise, in writing, by the parties.

10. The Board of Education shall review the facts and shall make the final decision in all cases of dispute referred to it within three (3) weeks. The final decision shall be communicated to the parties concerned through the Superintendent of Schools immediately after the decision.

11. In the event an employee is dissatisfied with the determination of the Board he/she shall have the right to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for advisory arbitration shall be made no later than fifteen (15) days following receipt of the written

determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved supervisor and the Board shall mutually agree, in writing, upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's service shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant.

12. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

13. In the event that the seven day period mentioned in #1 of this Grievance Procedure within which a grievance must be initiated, falls within a holiday vacation period, those vacation days shall not be included in the seven day count. This exclusion for a holiday vacation period shall not pertain to the summer vacation period.

