

Contract no. 757

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
TOWNSHIP OF WASHINGTON
WARREN COUNTY, N. J.
AND THE
WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 1990 - JUNE 30, 1993

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AGREEMENT

AGREEMENT made this 12th day of February, 1991, Between THE BOARD OF EDUCATION OF THE TOWNSHIP OF WASHINGTON, in the County of Warren, hereinafter referred to as "employer", And THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as "representative".

PREAMBLE

WHEREAS, in accordance with the provisions of the New Jersey Employer-Employee Relations Act L. 1941, c. 100, as amended by L. 1968, c. 303; (N.J.S.A. 34:13A-1 et seq.) the employer and the representative have engaged in collective negotiations concerning the terms and conditions of employment of the teachers in the Washington Township School District; and,

WHEREAS, the parties have reached certain understandings which they desire to evidence hereby; NOW, THEREFORE, this instrument witnesses the following agreement:

ARTICLE I

RECOGNITION

A. The employer recognizes the Washington Township Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified teachers.

B. Unless otherwise indicated; 1) the term "teachers" when used hereinafter in this agreement, shall refer to all contracted classroom teachers as well as all special area teachers and nurses represented by the Washington Township Education Association in the negotiating unit as above defined; 2) reference to male teachers shall include female teachers; 3) "full time" when used hereinafter in this agreement, shall refer to "teachers" working at least 20 hours.

ARTICLE II

SALARY SCHEDULE

A. SALARY SCHEDULE - The salary schedule for the school year commencing July 1, 1990, and terminating June 30, 1993, applicable to teachers in the Washington Township School District shall be as follows:

*** Academic Classifications

1. Bachelors Degree
2. Bachelors Degree plus fifteen graduate credits
3. Bachelors Degree plus thirty graduate credits
4. Masters Degree
5. Masters Degree plus fifteen graduate credits
6. Masters Degree plus thirty graduate credits

1990/91 SALARY GUIDE - 1st Year/1st Half*

EXPER	89/90 STEP	9/1/90 STEP	BA	BA+15	B+30	MA	M+15	M+30
		1	21355	22315	22855	23605	24355	25105
1	2		21955	22915	23455	24205	24955	25705
2	3		22610	20185	23720	24470	25220	25970
3	4		24075	24670	25245	25995	26745	27495
4	5		25490	25935	26370	27120	27870	28260
5	6		26040	26570	27005	27755	28505	29255
6	7		27445	28070	28690	29440	30130	30940
7	8		29075	29675	30305	31055	31805	32555
8	9		30435	31065	31630	32380	33130	33880
9	10		32075	32685	33305	34055	34805	35555
10	11		34025	34650	35245	35995	36745	37495
11	12		37095	37905	38525	39275	40025	40775
12	13		38889	39514	40139	40889	41639	42389
13	13		38889	39514	40139	40889	41639	42389

*NOTE: September 1, 1990-January 31, 1991
(an increase of 4% plus \$120 per position including increment)

1990/91 SALARY GUIDE - 1st Year/2nd Half*

EXPER	89/90 STEP	9/1/90 STEP	2/1/90 STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
		1	1	21977	22965	23521	24293	25065	25837
1	2		2	22595	23583	24139	24911	25682	26454
2	3		3	23269	23861	24411	25183	25955	26727
3	4		4	24777	25389	25981	26753	27525	28296
4	5		5	26233	26691	27109	27911	28682	29084
5	6		6	26799	27045	27792	28564	29336	30108
6	7		7	28245	28888	29526	30298	31070	31842
7	8		8	29923	30540	31188	31960	32732	33504
8	9		9	31322	31971	32552	33324	34096	34868
9	10		10	33010	33638	34276	35048	35820	36591
10	11		11	35017	35660	36272	37044	37816	38588
11	12		12	38176	39010	39648	40420	41192	41964
12	13		13	41106	41766	42427	43220	44012	44805
13	13		12	41106	41766	42427	43220	44012	44805

*NOTE: February 1, 1991-June 30, 1991
(an increase of a sum equal to 4.1%)

1991/92 SALARY GUIDE

EXPER	91/92						
	STEP	BA	BA+15	BA+30	MA	M+15	M+30
	1	24187	24887	25587	26412	27237	28062
	2	24637	25337	26037	26862	27687	28512
	3	25314	26019	26719	27544	28369	29194
	4	26378	27078	27778	28603	29428	30253
	5	27637	28337	29037	29862	30687	31512
	6	28837	29537	30237	31062	31887	32712
	7	30087	30787	31487	32312	33137	33962
	8	31737	32437	33137	33962	34787	35612
	9	33237	33937	34637	35462	36287	37112
	10	34837	35537	36237	37062	37887	38712
	11	36587	37287	37987	38812	39637	40462
	12	38787	39487	40187	41012	41837	42662
	13	41021	41721	42421	43246	44071	44896
	14	43256	43956	44656	45481	46306	47131
	14	43256	43956	44656	45481	46306	47131

(An increase at a sum equal to 8.4% including increments)

1992/93 SALARY GUIDE

EXPER	92/93						
	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
	1	25110	25835	26685	27535	28385	29235
	2	25560	26285	27135	27985	28835	29685
	3	25792	26517	27367	28217	29067	29917
	4	26851	27576	28426	29276	30126	30976
	5	28135	28860	29710	30560	31410	32260
	6	29685	30410	31260	32110	32960	33810
	7	31185	31910	32760	33610	34460	35310
	8	32885	33610	34460	35310	36160	37010
	9	34585	35310	36160	37010	37860	38710
	10	36285	37010	37860	38710	39560	40410
	11	38010	38735	39585	40435	41285	42135
	12	39810	40535	41385	42235	43085	43935
	13	41810	42535	43385	44235	45085	45935
	14	46356	47081	47931	48781	49631	50481
	14	46356	47081	47931	48781	49631	50481
	14	46356	47081	47931	48781	49631	50481

(An increase of a sum equal to 8.2% including increments)

The Academic Classification set forth on Page 3 to be prorated for part time certified staff

B. SALARY ADJUSTMENTS - All affected salaries shall be adjusted to schedule for the school years: 1991-1992 and 1992-1993.

C. LONGEVITY - A longevity bonus award will be paid to all full time teachers for the school years: 1990-1991, 1991-1992 and 1992-1993, for services performed in this school district as follows:

	90/91	91/92	92/93
Service in this District of 15 years	\$ 625.	\$ 645.	\$ 690.
Service in this District of 20 years	1240.	1290.	1315.
Service in this District of 25 years	1735.	1800.	1825.
and after 26 years an additional	95.	100.	105.

AFTER SCHOOL ACTIVITIES REIMBURSEMENT

Reimbursement for after-school activities (art, chorus, instrumental music and sports) will be as follows: 90/91 - \$16.00 per hour; 91/92 - \$17.00 per hour; 92/93 - \$18.00 per hour; payment to be made upon receipt of voucher.

D. CHANGE IN PREPARATION CLASSIFICATION - Changes in preparation classification will be as follows:

1. The teacher concerned shall present written notice of any anticipated change in preparation classification by the first of November preceding the expected change in classification.
2. Additional credits or degrees acquired within a school year will not become effective for additional salary increments until the following school year.
3. Official college certification of the conferring of a degree or official transcripts of course credits shall be presented as proof of a change in classification.

E. WITHHOLDING OF SALARY INCREMENTS - Withholding of salary increments will be as follows:

1. Since the withholding of increments is considered a useful and equitable technique to insure the maintenance of a reasonable standard of performance, we are promulgating as part of this salary guide those conditions and procedures by which such a withholding of increment may take place:
 - (a) all increases in all guides will be based on satisfactory service
 - (b) favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are prerequisite to the granting of all increased salaries
 - (c) progress on the guides shall be automatic until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the policies, rules and regulations, and the teacher evaluation procedures of the Board of Education
2. The Superintendent shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless at least thirty (30) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the Superintendent 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.
3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth.
4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.
5. The salary guide increment only will be withheld in those cases, causing the teacher in question to remain on the same step for the following school year. Assuming satisfactory performance subsequent to this action, the teacher will be allowed to continue progress on the salary guide.

F. COURSE REIMBURSEMENT - The Board will support appropriate graduate and undergraduate college training for full time certified personnel to the extent of paying the N. J. State college rate with no credit limit for all staff. The Board reserves the right to approve a change in the salary of a teaching staff member who meets the following standards for advanced studies:

1. Courses must have been offered by an accredited institution of higher education, except as this requirement is waived by the Superintendent.
2. Courses must be those offered for the attainment of a graduate degree or those specifically related to a member's assigned duties.
3. Courses must lead toward a degree that will contribute to the member's performance in this school district.
4. Course registration must be approved in advance by the Superintendent.
5. Courses must have been taken after the award of the last earned degree credited on the guide.
6. Course credit will be given on the salary guide only for the successful completion of the course, which may be demonstrated by an earned grade of "C" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken.
7. A change in salary guide placement will be made at the beginning of the school year following the successful completion of the course of study.

G. NJEA CONVENTION - Teachers attending the New Jersey Education Association convention shall receive the following amounts: \$20.00 for attendance, \$25.00 for the driver of a car upon receipt of attendance voucher, \$30.00 for instructional material, payment subject to approval by the school Superintendent.

ARTICLE III

SALARY PAYMENT PROCEDURE

A. The teachers are employed on a ten month basis and shall be paid in twenty-two (22) equal gross pay installments.

B. Teachers may individually elect to have a minimum of ten (10%) percent of their monthly salary deducted from their pay and deposited within 3 days after each pay by the Board Secretary to the Tri-County Credit Union. These funds shall be paid on agreement between the Credit Union and teachers or upon death or termination of employment if earlier.

C. Teachers shall receive payment on a bi-weekly basis beginning on the first Friday after Labor Day. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

D. Teachers shall receive their final pay checks on the last working day in June provided they have satisfactorily discharged their responsibilities, as determined by the administration..

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

Any individual member or members of the staff shall have the right to appeal the application of policies and administrative decisions affecting them through administrative channels. With respect to a personal grievance, the grievant, grievants, and his representatives and the Washington Township Education Association shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

B. Procedure

(1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days are calendar days.

(2) Level One

Any employee who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the Superintendent of Schools in an attempt to resolve the matter informally at that level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his verbal response.

GRIEVANCE PROCEDURE - continued

(3) Level Two

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the employee, within 10 days of receipt of the verbal response, he shall set forth his grievance in writing to the Superintendent of Schools, who shall communicate his decision to the employee in writing within 10 days of receipt of the written grievance.

(4) Level Three

If the grievance is not resolved to the employee's satisfaction, he may, within 10 days of receipt of written response from his superior, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved employee within 20 days, and render a decision in writing within 20 days of the hearing.

GRIEVANCE PROCEDURE - continued

(5) Level Four

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can't be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

ARTICLE V

HEALTH BENEFITS PROGRAM

A. Commencing with the 1990-1991 school year and continuing through 1992-1993 school year, the employer shall provide the health-care insurance protection hereinafter set forth. The employer shall pay the full premium for each individual teacher, and full family coverage for all employees as requested.

B. The health insurance carrier shall be the New Jersey State Plan, 14/20 Series.

HEALTH BENEFITS PROGRAM - continued

C. For each teacher who remains in the employ of the employer for the full school year, the employer shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

D. The employer shall provide to a newly hired teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1991-1992 school year, which shall include a clear description of conditions and limits of coverage listed in Paragraph B above.

E. Insurance Carrier to be determined by the Board after discussion with the Washington Township Education Association. The final decision as to selection of carrier will be the Board's prerogative after extending credence to the suggestions and comments made by the Washington Township Education Association. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of the New Jersey State Plan.

F. Insurance premiums (hospitalization - major medical) are to be paid by the Board of Education.

HEALTH BENEFITS PROGRAM - continued

G. The Board of Education shall provide a dental health insurance program to maintain the level of coverage now in existence as provided for each unit member by Delta Dental Plan of New Jersey, contract #7245-01.

H. The Board of Education shall provide a \$5.00 co-pay prescription drug program (to maintain the level of coverage now in existence as provided) for each unit member by the New Jersey Blue Cross Prescription Plan, Code 283.

ARTICLE VI

DEDUCTIONS

A. The employer agrees to deduct from the salaries of its teachers dues for the Washington Township Education Association, the New Jersey Education Association, the National Education Association, or any one or combination of such Associations as said teachers individually and voluntarily authorize the employer to deduct. Said monies shall be transmitted directly to NJEA.

B. The NJEA shall certify to the employer in writing, before September 1st of the current school year, the current rate of membership dues of each of the above named associations.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. OTHER ITEMS - In the event the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the employer shall engage in collective negotiations with the representative concerning same.

B. BOARD POLICIES - It is understood that the current Board Policy provisions shall apply whenever applicable.

C. STAFF/SCHOOL CALENDAR - It is agreed that the school calendar shall contain 182 instructional days for pupils. It is further agreed that the staff calendar shall consist of the following: 178 regular days (6 hours and 50 minutes); 3 shortened days before holidays (4 hours - Thanksgiving, Christmas and Easter); 1 shortened day as the last day of school for pupils and staff (4 hours); 2 teachers' workshop days (6 hours and 50 minutes); and one day before the school calendar. Fifteen minute increase per day commencing with 1991/92 of teacher-student contact time. Teacher dismissal time 10 minutes earlier per day effective 1991/92 school year (Monday-Thursday 2:50 P.M.; Friday-2:45 P.M.).

MISCELLANEOUS PROVISIONS - continued

D. PERSONAL DAYS - Three (3) personal days per year will be granted with 3 days advance notice. (Requests for personal days taken during parent-teacher conferences will not be granted. The administration by waiving the above terms and conditions, is required to obtain proof that such need exists and will make the final decision regarding the use of a personal day requested that makes exception to the above.

E. EVALUATIONS - Teachers have the right to add comments to evaluations.

F. LAYOFF/REHIRING PROCEDURES - Any layoff of any teacher is to be accomplished by a reverse order of seniority with rehiring to be accomplished by strict application of seniority. Any teacher rehired within one year of his layoff shall retain all sick days he has accumulated prior to the interruption of his employment.

G. LENGTH OF AGREEMENT - This Agreement shall be effective as of July 1, 1990, for the period from July 1, 1990 through June 30, 1993.

H. FILING OF AGREEMENT - A copy of this Agreement shall be filed with the New Jersey Public Employment Relations Commission as required by N.J.S.A. 34:13A-8.2.

MISCELLANEOUS PROVISIONS - continued

I. MILEAGE - A mileage rate of \$.255 (effective March 1, 1991) for 90/91 is to be paid to any staff member directed by the administration when traveling between school as needed and approved by the administration. Vouchers are to be submitted to the Board Secretary on a monthly basis. The allowable Federal I.R.S. rate for the previous year will be the mileage for the 1991/92 and 1992/93 contract years.

J. TUTORING/HOME INSTRUCTION - Teachers shall be further compensated for tutoring and home instruction given by them at the following rates: tutoring - 90/91-92/93 - \$20.00 per hour; home instruction - 90/91-92/93 shall be equal to the New Jersey State reimbursement rate.

K. DEATH OF FRIEND - One day absence per person per school year shall be granted in the case of a death of a close friend subject to approval by the administration.

L. UNUSED SICK DAY/RETIREMENT REIMBURSEMENT -

1. 1990/91 School Year - \$26.50 per unused sick day up to a maximum of 125 unused sick days upon retirement with a minimum of 20 years of service in the district.

MISCELLANEOUS PROVISIONS - continued

L. UNUSED SICK DAY/RETIREMENT REIMBURSEMENT -
continued

2. 1991/92 School Year - \$28.50 per unused sick day up to a maximum of 125 unused sick days upon retirement with a minimum of 20 years of service in the district.
3. 1992/93 School Year - \$30.50 per unused sick day up to a maximum of 125 unused sick days upon retirement with a minimum of 20 years of service in the district.

M. CURRICULUM WORK - Remuneration for curriculum work performed at times beyond the regular school day or beyond the regular school year, shall be as follows: \$7.50 per hour per participant for 90/91; \$15.00 per hour per participant for the 91/92 and 92/93 school years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

Janita Dean
SECRETARY

BOARD OF EDUCATION OF THE TOWNSHIP
OF WASHINGTON, WARREN COUNTY, N.J.

BY *John F. Mohr*
PRESIDENT

ATTEST:

SECRETARY

WASHINGTON TOWNSHIP EDUCATION
ASSOCIATION

BY *Nancy A. Higgins*
PRESIDENT