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AGREEMENT

between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE
PASSAIC COUNTY, NEW JERSEY

and

THE WAYNE EDUCATION ASSOCIATION
TOWNSHIP OF WAYNE, PASSAIC COUNTY, NEW JERSEY

for

1973-74 SCHOOL YEAR

and

1974-75 SCHOOL YEAR

August 27, 1973

This Agreement, made in the Township of Wayne, Passaic County, New Jersey on this 27th day of August, 1973 by and between the Board of Education of the Township of Wayne in the County of Passaic, New Jersey hereinafter called the "Board" and the Wayne Education Association of the Township of Wayne in the County of Passaic, New Jersey hereinafter called the "WEA."

WHEREAS, the Board and the WEA recognize and declare that quality education for the children of the Wayne School District is their mutual aim and responsibility, and

WHEREAS, the Board and the WEA have the obligation pursuant to Chapter 303 of the Public Laws of 1968 to negotiate and agree to terms and conditions of employment for the orderly operation of the school district, and

WHEREAS, the Board and the WEA have reached agreement as to the terms and conditions of employment for the School Years 1973-74 and 1974-75,

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the Board and the WEA agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the WEA as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all contracted certificated personnel employed by the Board, including persons on leave of absence, nurses* and department chairmen, but excluding assistant superintendents, directors of elementary and secondary education, directors of personnel, principals and vice principals.
- B. Unless otherwise indicated, the term "teacher" shall hereinafter refer to all professional employees represented by the WEA.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The Board and the WEA agree to enter into collective negotiations in good faith on all matters related to terms and conditions of teacher employment. Any changes or additions to Board policy affecting the terms and conditions of teacher employment will first be negotiated to agreement with the WEA.
- B. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board and the WEA, and be approved by the Board.
- C. Negotiations of the terms and conditions of employment for the School Year 1975-76 shall begin on or after October 1, 1974, but in no event later than October 15, 1974.
- D. The WEA shall submit to the Board all proposals which it desires to present as subjects for negotiations in writing, no later than ten days before the date fixed for the initial negotiating session.

During negotiations, the Board and the WEA shall present relevant data, exchange points of view and present such other proposals and counter-proposals as may be conducive to agreement. Wherever practicable, during the course of negotiations, both the Board and the Association will make counter-proposals within 48 hours in advance of a negotiation session.

Each party upon request shall promptly make available to the other party information within its possession which is not privileged under law and which is relevant to the matters under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

*Pending determination by P.E.R.C. of the Board's clarification of unit petition in the matter concerning Nurses, Department Chairmen, Director of Special Services, Guidance Directors, Coordinators, and Athletic Directors and any appeals therefrom.

ARTICLE III

GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

- 1. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which the Board and its teachers are afforded adequate opportunity to dispose of their differences.

B. DEFINITIONS

- 1. A grievance is a complaint by any teacher, group of teachers, as to him, her or them, that there has been an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or of an administrative decision.
- 2. The "immediate superior" shall mean the person so designated by the organization chart.
 - a. Building principal
 - b. Appropriate director
 - c. Superintendent of Schools

If the subject of the grievance is such that it crosses buildings or is system-wide, the immediate superior is the Superintendent of Schools or such other person as may be designated by the Superintendent of Schools.

- 3. The "aggrieved party" shall mean any teacher filing a grievance.
- 4. "Party in interest" shall mean the Grievance Committee of the WEA and any party or parties aggrieved.
- 5. "Association Grievance Committee" (AGC) is the committee created and constituted by the WEA to administer this procedure on behalf of the WEA.
- 6. "Hearing Officer" shall mean the Board or any individual charged with the duty of rendering decisions under the grievance procedure.
- 7. "Days" shall mean school teaching days.

C. PROCEDURES

- 1. All grievances shall include the name and position of the aggrieved party, the identity of the said grievance as defined in B.1., the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsi-

ble for causing the said events or conditions, if known to the aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party and the names of all persons having factual knowledge of the matter.

2. Except for informal decisions at Stage A.1., all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the parties in interest.
3. If a grievance affects a class of teachers, it may be submitted by the WEA directly at Stage 2 below.
 - a. Such grievance shall be so written that the inter-building nature of the grievance is clearly obvious.
 - b. Such grievances shall also have sufficient signatures to illustrate that the grievance does, in fact, affect a class of teachers.
 - c. A copy of all class grievances shall be sent to the affected building principals and appropriate directors for informational purposes.
4. The preparation and processing of grievances, insofar as practicable shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board and the WEA agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Stage 1 (a) and (b) an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against her/him, to testify and to call witnesses on her/his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the AGC or any other participant, in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the WEA. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the teacher in question, any documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and

will not be made available to potential employers or others inquiring about said teacher.

10. The Superintendent of Schools shall be responsible for accumulating and maintaining an Office Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1.a. and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings under Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the AGC within five (5) days after the conclusion of hearings at Stages 2, 3 and 4. They shall advise the appropriate hearing officer of any errors in said minutes within two (2) days thereafter. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error.

The Official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, the AGC and the Board, but shall not become a public record.

11. An aggrieved teacher 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. In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the grievance procedure to protect its interest in the contract.
12. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
13. Association representatives may, upon request and approval, be granted release time of reasonable duration during the school day to meet with aggrieved teachers or to participate in proceedings held at any stage of the grievance procedure.

Approval shall not be unreasonably withheld.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement between the aggrieved and the Superior at that Stage.
2. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the AGC within a specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, and if left unresolved until the beginning of the following school term, it could result in irreparable harm to the party in interest, the time limits set forth herein will be reduced at the request of the party in interest, so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.
5. Any grievance not presented to a teacher's immediate superior (Step 1) (Step 2 in the case of a class of teachers) within twenty (20) school days from the date of the alleged grievance occurred shall not be entitled to consideration under this grievance procedure and the aggrieved party or parties shall be unconditionally barred from relief thereunder.

E. STAGES

Stage 1: Immediate Superior

1. a. A teacher having a grievance will discuss it with his immediate superior with the objective of resolving the matter informally.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate superior. Within five (5) days after the written grievance is presented to him, the immediate superior shall render a decision thereon in writing.

Stage 2: Superintendent of Schools

2. a. If the teacher initiating the grievance is not satisfied with the written decision at Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) days after having received the written decision, file the grievance with the Director of Elementary or Secondary Education, as the case may be, instead of the Superintendent of Schools. A copy of the written decision at Stage 1 shall be submitted with the appeal. The decision at this Stage and subsequent stages shall be forwarded, along with other appropriate documents, to the AGC.
- b. Within ten (10) days after receipt of the appeal, the Superintendent of Schools or his duly authorized representative shall hold a hearing with the teacher and the AGC or its representative and all other parties in interest.
- c. The Superintendent of Schools shall render a written decision on the grievance within ten (10) days after the conclusion of the hearing.

Stage 3: Board of Education

3. a. If the teacher initiating the grievance is not satisfied with the written decision at Stage 2 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) days after having received the written decision, present the grievance to the Board for its consideration. The Official Grievance record maintained by the Superintendent of Schools shall be made available for the use of the Board.
- b. Within ten (10) days after receipt of an appeal, the Board shall hold a hearing on the grievance with the teacher and the AGC or its representative and other parties in interest. The hearing shall be conducted in executive session.
- c. Within five (5) days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

ARTICLE IV

ARBITRATION

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article III that may arise between them.

- A. In the event that the aggrieved teacher is dissatisfied with the determination of the Board of Education, he may, with prior written approval of the

- AGC, request that his grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the Board's determination. The aggrieved teacher and the Board may mutually agree to extend the period of time in which arbitration may be requested.
- B. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made from the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - C. The Arbitrator so selected shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board.
 - D. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.
 - E. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be final and binding on both parties in all matters except those dealing with class size, promotions, transfers, and non-renewal of non-tenure contracts which shall be subject to advisory arbitration.
 - F. Each grievance will be arbitrated separately except those of a similar nature as covered under Group Grievance in Article III, Section C. 3.
 - G. All charges made by the arbitrator shall be shared equally between the Board and the WEA. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.

ARTICLE V

NO STRIKE CLAUSE

During the life of the Agreement the Association agrees that there shall be no strike of any kind, slow-down, sit-down, stay-in, work stoppage or any other type of organized interference with the employer's business and further that the Association will do everything in its power to prevent its members from participating in any unauthorized strike, work stoppage, slow-down, or other activity aforementioned, including, but not limited to, publicly disavowing such action in the local newspapers and ordering all such members who participate in such unauthorized activity to cease and desist from same immediately and to return to work.

ARTICLE VI

TEACHING HOURS

The Board and the WEA agree that the teachers' responsibilities to their students entail duties involving time beyond the normal working day.

- A. 1. The Board recognizes that teachers are entitled to receive time and work schedules upon which they can rely. Such schedules should be evenly and fairly maintained to the extent that it is possible to do so.
 2. The teacher work day shall not exceed:
 - 7 hours and 25 minutes on the senior high school level
 - 7 hours and 10 minutes on the middle school level
 - 6 hours and 55 minutes on the elementary school level

Specific arrival and departure times of all teachers shall be determined by the administration, but the length of the school day shall not be changed unless it is negotiated to agreement with the WEA.
 3. Nothing herein is intended to interfere with or discourage the voluntary services which teachers may wish to perform beyond the regularly scheduled working day.
- B. 1. a. Elementary classroom teachers shall not be required to report earlier than one-half (1/2) hour before the start of classes and shall not be required to stay longer than ten (10) minutes after the close of classes. Two teachers may be required to stay one-half (1/2) hour after the close of classes on a rotating basis EQUABLY distributed.
 - b. While elementary teachers are not required to be in class during the time taught by specialists, they may be requested to do so when, at the discretion of the principal, it would be to the advantage of the teacher.
 2. Teachers on the secondary level, middle school and high school shall not be required to report earlier than ten (10) minutes before the start of classes and shall not be required to remain longer than one-half (1/2) hour after the close of classes.
- C. 1. When a faculty meeting is called, it is expected that teachers should remain until the conclusion of the meeting except in cases of emergency.
 2. For efficiency of operation, teacher contributions to the meetings should be encouraged and an agenda should be made available to the staff in writing prior to the meeting.

- D. 1. It shall be sufficient for teachers to indicate their presence by placing their initials next to their names on the attendance list in the school.
- 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, providing they indicate their absence and return by placing their initials on the school roster and a check for their return.
- 3. Teachers shall be permitted to make coffee with approved appliances only in the faculty lounge.
- 4. Teachers will be free from lavatory supervision, parking lot control, and patrol of school grounds except where their presence is required because of an emergency situation involving the health and safety of students or staff.
- E. 1. The daily teaching load in the middle school and senior high school shall be five (5) teaching periods and one (1) special assignment period except in the case of an emergency.
- 2. Classroom teachers shall, in addition to their duty-free lunch period, have minimum daily preparation time during which they shall not be assigned to any other duties as follows:
 - a. Elementary - during the time the specialist is in the room, subject to Article VI, B. 1.b. above
 - b. Middle school - one (1) class period
 - c. High school - one (1) class period
 - d. In the event a teacher's schedule requires she/he to be in a class for an undue period of time, the teacher may request the administration to make an adjustment whenever possible.
- 3. a. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation time is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute.
- b. Where possible, emergency substitutions, those not volunteered for, shall be EQUABLY distributed among the teachers assigned to the building.
- 4. Teachers recognize the vital aspects of an enriched extra-curricular activities program at all levels. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled school day shall be voluntary.
- F. 1. Elementary schools shall be provided with paid teacher aides for the purpose of cafeteria supervision. Supervision of these areas shall be

the duty of the classroom teachers only as volunteers and in cases of emergency.

2. Cafeteria supervision on the secondary level shall be EQUARLY distributed on a rotating basis.
 3.
 - a. Teachers of elementary grades shall not perform playground supervision except in cases of emergency. The Board shall make every reasonable effort to see that the intent of this article is assured.
 - b. The Faculty-Administration Liaison Committee, as established in Article XXIV, of each building shall determine with the building principal the provisions for supervision during inclement weather.
 - c. Teachers shall not be given additional assignments during the time they are relieved of playground supervision except in cases of emergency.
- G. The role and responsibility of the teacher is to organize, implement and supervise the classroom instructional program. To achieve this the teachers agree to the following:
- a. To develop and submit effective educational plans aimed at completing specific objectives.
 - b. To develop adequate resources including different types of media in order to supplement and motivate different types of learning experiences.
 - c. To maintain and submit active records of student progress to include academic progress and pupil achievement.
- Communication with parents, teachers and counselors is to be encouraged.
- d. To provide for varying instructional strategies within the classroom in order to provide the most effective education for our citizenry. This can be realized by providing an atmosphere conducive to learning which includes meaningful activities, organization and an understanding of individual problems.
 - e. To participate in curriculum development at times mutually agreed upon whenever such meetings extend beyond the normal working day.
- H. Consistent with present and past Board policy affecting all visitors to the Wayne Schools, the building principal or his designee will be notified of the presence of any WEA officer within his building who is on pertinent WEA business. No meetings of a formal nature may be called without the knowledge of the building principal.

ARTICLE VII

TEACHER TRANSFER PROCEDURES

A. TEACHER REQUEST

1. A teacher may request a change of school, assignment or both, when such a request is made before May 1 for the ensuing school year. The written request shall be sent to the Superintendent.
2. When an elementary teacher is requesting a transfer, three choices of grade assignment and school may be requested by the teacher.
3. When a secondary teacher is requesting a transfer, three choices of grade assignment and school may be requested by the teacher.
4. Upon request by the teacher, the Superintendent or his designee will furnish to the teacher written reasons why she or he was not selected for the position(s) which were specified in the transfer request.
5. A list of positions to be filled should be posted in all schools so that the teachers may apply for open positions. This list should be kept up to date with new openings added as they occur. During the summer this list will be kept posted in the Board office and a copy sent to the WEA president.

B. ADMINISTRATIVE DECISION

1. a. When the Superintendent of Schools or his designee believes that a transfer will be in the best interest of the teacher or school(s) affected, the teacher will be advised, in writing, of this decision as soon as possible. The teacher will then have recourse to the provisions in Part A, Sections 2 and 3.
b. When a shift in the school population makes involuntary transfer necessary, the following will be of major consideration:
 1. Length of service in the district
 2. Areas of teacher competence
 3. For the good of the system
- c. No teacher shall be transferred involuntarily without a conference being held between the teacher and the Director of Secondary or Elementary Education, whoever applies, or the Superintendent of Schools.
2. If a principal believes that the transfer of a teacher will serve the best interests of the school or the best interest of the teacher, he may submit a written request through proper channels to the appropriate Director. If such a transfer is to be made, the teacher will be advised as soon as practicable and will have recourse to the provisions in Part A, Sections 2 and 3.

ARTICLE VIII

PROMOTIONS

- A. All vacancies in promotional positions shall be filled pursuant to the following procedure:
1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible (ordinarily at least 30 days in advance, and in no event less than 7 days in advance.) Nothing herein is to be construed to mean that the Superintendent shall not be free to publicize and otherwise seek qualified personnel from outside of the school system to fill such vacancies.
 2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time providing notice of change shall be given at least thirty (30) days prior to the publication for said position.
 3. Teachers who desire to apply for such vacancies shall file their applications in writing with the Office of the Superintendent within the time limit specified in the notice.
- B. Promotional positions are defined as follows:
- Positions paying a salary differential and/or positions on the administrator-supervisory level, including, but not limited to, positions such as assistant superintendent, principal, vice principal, department chairman, coordinator.
- C. Vacancies which arise during July and August shall be posted in the Board Office and notice thereof posted to the president of the WEA.
- D. Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools. Such appointments shall be temporary in nature, and will be void upon selection of personnel in accordance with the policy established above. At no time shall the experience gained from an interim appointment be credited toward qualification for filling the vacant position.

ARTICLE IX

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. As soon as possible the teacher shall be given a copy of any class visit or other evaluation report prepared by his evaluators, provided the teacher acknowledges receipt of the evaluation. Prior to the evaluation being placed on file, the teacher shall have been given the opportunity to confer with the evaluator and to sign the evaluation. Once the teacher has signed the report, there shall be no further additions, changes, amendments or revisions of the report.
- B. Official teacher files shall be maintained in accordance with the following procedures:
1. Administrators will be encouraged to place in the file information of a positive nature, indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.
 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
 3. Final evaluation of a teacher upon termination of his employment shall be concluded the calendar month prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.
 4. Notwithstanding anything in this provision B to the contrary, the Board and/or the Superintendent may withhold from a teacher's file any documents or papers which may relate to legal matters pertinent to an official police investigation on the Federal, State or local level.

ARTICLE X

TEACHER RIGHTS

- A. Nothing contained in this agreement shall be construed to deny or restrict to any teacher or the Board such rights as they may have under New Jersey School laws or other applicable laws and regulations. The rights of teachers and the Board hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof,

shall be subject to the grievance procedure herein set forth. Nothing herein is to be construed to mean that the Board relinquishes any of its rights relative to the disciplining, reprimanding or dismissal of a tenure teacher in accordance with the statutory provisions.

- C. Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or his salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the WEA present to advise him and represent him during such meeting or interview. Nothing in this paragraph shall be construed to mean that the Superintendent, Board or any of their agents or representatives, including principals, vice principals and department heads, may not discuss general and routine matters related to the educational process with the teacher without the representation of WEA and without prior written notice, provided, however, that the intent and purpose of the conference is not contemplated to support a charge or charges which could reasonably be expected to eventuate in the dismissal of the teacher or affect his salary.
- D. The teacher shall maintain the exclusive right and responsibility to determine grades within the grading policy of the Wayne School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade shall be changed without knowledge of the teacher.
- E. The Board agrees to hire only teachers holding standard teaching certificates issued by the New Jersey Board of Examiners for every teaching assignment.
- F.
 1. All teachers shall be notified of their contract and salary status for the ensuing school year no later than April 30.
 2. Upon request, any teacher who is not to be offered employment for the following school year shall receive verbally those specific reasons for this action on or before the April 30 deadline.
 3. Withholding of Increment
 - a. No administrator shall recommend withholding a teacher's increment unless that teacher has been notified and given reasons that his increment is in jeopardy. Written notification regarding the reasons for such action must be given to the teacher by April 30 of the school year.
 - b. Any increment withheld may be restored upon petition by the employee to the Superintendent of Schools and his so recommending to the Board of Education. In the event an increment is not restored, the teacher shall be given, in writing, reasons for rejection.
 - c. No increment will be withheld unless this procedure is followed.

ARTICLE XI

TEACHER WORK YEAR

- A. 1. The in-school work year for teachers employed on a ten (10) months basis shall not exceed 186 days.
- 2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which the teacher attendance is required.
- B. The school calendar during the period of this agreement shall be submitted to the WEA for review ten (10) days prior to adoption by the Board. Suggestions and recommendations for inclusions on the calendar will be given consideration by the Board of Education. Final determination will rest with the Board.

ARTICLE XII

TEACHER ASSIGNMENT

- A. All returning teachers shall be given written notice of their salary schedules, class and/or tentative subject assignments for the forthcoming year by the end of the current school year.
- B. In the event that changes in such schedules, class and/or subject assignments are proposed after the close of school in June, the WEA and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the WEA, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and, at his option, a representative of the WEA.
- C. Insofar as possible, no secondary teacher shall be given more than three (3) preparations each year.

ARTICLE XIII

PAY PERIODS

- A. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- B. Teachers employed on a ten (10) month basis shall have the option of being paid in either twenty (20) or twenty-four (24) equal semi-monthly installments in accordance with existing procedures.

- C. Teachers may individually elect to have up to ten per cent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.
- D. 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.
- E. Teachers shall receive their final checks on the last working day in June.

ARTICLE XIV

SABBATICAL LEAVES

Instructional and administrative personnel who have served continuously and satisfactorily for at least seven years in Wayne may be granted sabbatical leave under the following conditions:

- A. Sabbatical leaves may be granted for study at a properly accredited university or college.
- B. Sabbatical leaves may be approved for one-half (1/2) year at full pay or for a full year at one-half (1/2) pay. The successful applicant shall be allowed an amount not to exceed \$7.00 per day based on unused sick leave, accumulated in a seven-year period, determined at the rate of ten (10) days per year. This amount is to be used to defray tuition and fee costs required for study. This calculation shall not be construed to diminish the days of leave available to the successful applicant upon his return.
- C. The total number of approved sabbatical leaves shall not exceed one-half of one percent (.5%) of the school district's teaching staff in any one year except at the option of the Board upon special recommendation of the Superintendent.
- D. Personnel who have not had sabbatical leave in the Wayne School System shall be given preference over those who have.
- E. Evidence of satisfactory study or work must be filed with the Superintendent for inclusion with the individual's personnel record.
- F. All applications for sabbatical leave must be presented to the Superintendent no later than the first day of February of each year.

ARTICLE XV

SICK LEAVE

- A. As of September 1, 1971 all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be cumulative with no maximum limit in accordance with statutory provisions related thereto.
- B. A committee shall be formed consisting of four (4) teachers and one (1) administrator to supervise the sick days and personal days of the members of the WEA. This committee shall establish its own reasonable ground rules which shall be reviewed and approved by the Board. Teacher representatives shall be selected by the WEA.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. The Board may, within its sole discretion, grant leaves of absence without pay upon the proper application and with the recommendation of the Superintendent.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the WEA support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation of professional improvement in ways that best serve her/his own problems, functions, interests and needs.

- 2. Individual employee Major Medical coverage, Prudential Insurance Company, covering all WEA members with premium payments in full to be paid by the Board.
- 3. Family Plan (Blue Cross, Blue Shield with Rider J and Major Medical); all costs to be paid by the Board.
- 4. In the event of a change of insurance carrier or carriers, the coverage provided by the new carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for, and shall be done with the approval of the WEA.

ARTICLE XXI

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the WEA, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the executive secretary of the WEA by the 15th of each month following the monthly pay period in which deductions were made. The Association executive secretary shall disburse such monies to the appropriate Association or Associations.
- 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. The Board agrees to continue to make such deductions from teachers' salaries as are presently being made for charitable organizations and agrees to entertain in the future any request by the WEA to effect deductions from teachers' salaries for voluntary contributions to charitable organizations and educational institutions.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to

any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- B. Any individual contract between the Board and an individual teacher hereafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract hereafter executed contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling.

ARTICLE XXIII

SALARIES

- A. Salaries for the School Year 1973-74 and the School Year 1974-75 shall be paid in accordance with the teachers' salary schedule annexed hereto, made a part hereof and identified as Schedule A-1 and A-2.
- B. Salaries for guidance personnel who work beyond the normal school year shall be paid on a per diem basis calculated as a pro rata amount of their regular salaries.
- C. Any salaries paid for summer curriculum work will first be negotiated with the WEA.
- D. Coaches shall be paid according to the schedule attached hereto and identified as Schedule B for the School Year 1973-74.
- E. Teachers participating in extra-curricular activities that involve remuneration shall be compensated according to the schedule attached hereto and identified as Schedule C for the School Year 1973-74.
- F. Coaches of intramural sports shall be paid according to the schedule attached hereto and identified as Schedule D.
- G. Department chairmen shall be paid according to the schedule attached hereto and identified as Schedule E.
- H. The sum of \$10,000.00 shall be budgeted for those under supplemental compensation schedules. These schedules will be negotiated between October 15, 1973 and February 1, 1974.

ARTICLE XXIV

LIAISON COMMITTEE

An Administration Teacher Liaison Committee shall be established in each school. The purpose of this committee shall be to discuss in-building situations and/or policy.

1. Each committee shall consist of the Faculty Representatives and one teacher for every fifteen (15) teachers in the building, but in no case fewer than four (4) teachers.
2. The committee shall meet with the principal at least once every two months, agenda to be determined by the parties.
3. Teacher committee members shall be elected by the staff.

ARTICLE XXV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have, in each school, the exclusive use of a bulletin board in the faculty lounge or dining room.
- B. All orientation programs for new teachers shall be planned jointly by the Association and the Administration or Board.
- C. The Association shall be allowed reasonable use of the school telephones and school mail facilities, provided, however, said use shall not include inflammatory or derogatory material. Disputes over this provision shall be resolved in expedited binding arbitration as provided by the rules of the A.A.A.

ARTICLE XXVI

PERSONAL AND ACADEMIC FREEDOM

The personal life of a teacher is of no concern to the Board unless it directly interferes with her/his performance of her/his duties in the classroom.

ARTICLE XXVII

TEACHER FACILITIES

By the beginning of the 1973-74 School Year the Board shall provide uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for science teachers and shop coats for vocational and industrial arts teachers. Proper laundering services for all of said items is to be provided without charge.

ARTICLE XXVIII

RETIREMENT BENEFITS

The Board of Education follows the State plan with the following supplement:

1. Any employee who notifies the Board of Education five (5) years in advance of his intention to retire shall be granted an additional \$100.00 per year in salary for each of the five (5) years.

ARTICLE XXIX

REPRESENTATIONS

The Board represents that the making and execution of this Agreement has been authorized by the Board at a regular public meeting of the Board held on the 27th day of August, 1973.

The WEA represents that the making and execution of this Agreement was authorized by its membership at a meeting of the WEA held on the day of _____, 1973.

IN WITNESS WHEREOF, the parties hereto have caused by this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

WAYNE EDUCATION ASSOCIATION

WAYNE BOARD OF EDUCATION

By Charles T. Tucker
President

By Robert B. Stevens
President
RBS

By Douglas B. Johnston
Secretary

By Donald P. Piche
Secretary

SALARY SCHEDULE FOR 1973-74

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	8750	9250	9790	10220	10880
2	8970	9500	10030	10470	11150
3	9200	9790	10380	10930	11650
4	9440	10090	10740	11380	12150
5	9800	10440	11090	11840	12650
6	10180	10810	11450	12300	13160
7	10620	11240	11860	12760	13660
8	11030	11650	12270	13210	14160
9	11450	12060	12680	13670	14660
10	11800	12450	13100	14130	15160
11	12270	12920	13570	14620	15660
12	12740	13390	14040	15100	16160
13	13210	13860	14510	15590	16670
14	14180	14350	14980	16070	17170
15		15290	15930	17050	18170

SCHEDULE A-2

SALARY SCHEDULE FOR 1974-75

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	9280	9810	10380	10830	11530
2	9510	10070	10630	11100	11820
3	9750	10380	11000	11590	12350
4	10010	10700	11380	12060	12880
5	10390	11070	11760	12550	13410
6	10790	11460	12140	13040	13950
7	11260	11910	12570	13530	14480
8	11690	12350	13010	14000	15010
9	12140	12780	13440	14490	15540
10	12510	13200	13890	14980	16070
11	13010	13700	14380	15500	16600
12	13500	14190	14880	16010	17130
13	14000	14690	15380	16530	17670
14	15030	15210	15880	17030	18200
15		16210	16890	18070	19260

August 27, 1973

SCHEDULE D

1973-74 SCHOOL YEAR

INTRAMURAL ATHLETICS GUIDE

Step 1	\$200
Step 2	\$250
Step 3	\$275
Step 4	\$300

SCHEDULE E

1973-74 SCHOOL YEAR

DEPARTMENT CHAIRMAN SALARY GUIDE

Step 1	\$350
Step 2	\$450
Step 3	\$550
Step 4	\$650
Step 5	\$750

August 27, 1973