

**AGREEMENT**  
**between the**  
**BOARD OF EDUCATION OF THE WATCHUNG BOROUGH**  
**THE COUNTY OF SOMERSET, NEW JERSEY**

**and the**

**WATCHUNG BOROUGH EDUCATION ASSOCIATION**

**1973-1975**





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## PREAMBLE

This Agreement is entered into this 19th day of April 1973 by and between the Watchung Borough Board of Education, hereinafter called the "Board" and the Watchung Borough Education Association, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Watchung Borough Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel whether under contract at the date of this agreement, on leave, or who come under contract within the duration of this agreement including the following job functions:

Category #1 Classroom teachers  
Learning Disabilities Specialists  
Reading Teachers  
Nurses  
Guidance Counsellors  
Librarians  
Speech Therapists  
Social Worker

but excluding:

Category #2 Secretaries  
Custodial Staff and Supervisor  
Teacher Aides  
Superintendent of Schools  
Principals  
Board Secretary/Business Manager  
Psychologist  
Supplemental Teacher

Any new job function (s) created by the Board shall be placed in either category (#1 or #2), and the Association shall be notified in writing as to the new job function (s) ' category. Such placement shall be subject to negotiation if mutual agreement is not reached as to the placement of said job function (s).

B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

1. The Watchung Borough Board of Education and the Watchung Borough Education Association agree to enter into collective negotiations consistent with the New Jersey Employer-Employee Relations Act, Chapter 303, Public Laws of 1968, in good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment.
2. Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.
3. The number of negotiators from each party shall not exceed five (5) persons. Consultants, resource and legal counsel may be added by either party. Notice to be given at least 48 hours prior to a meeting whenever possible.
4. Meetings between both parties will be held as frequently as needed to carry out the intent of Chapter 303, Public Laws of 1968. At the conclusion of each meeting the next meeting will be scheduled by mutual agreement.
5. Meetings shall begin at 8:00 p.m. and be no longer than three hours in duration unless extended for a set period of time by mutual agreement of both parties. The starting time of meetings may also be changed by mutual agreement of both parties.
6. A written agenda for the following meeting shall be decided upon prior to the adjournment of each meeting by agreement of both parties. Both the Board and the Association shall, whenever possible, provide each other with written proposals of items to be discussed at least 48 hours prior to a scheduled meeting.
7. This procedure shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
8. Representatives of the Board and the Association's negotiating committee shall meet from time to time for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.
9. Each party agrees that a written copy of any information regarding the negotiation proceeding will be provided to the other party prior to the publication of such release.

## 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 they may present grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### B. Definitions

1. A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to board policy, administrative practice or decisions, governing or affecting him. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" or "grievant" is the person or persons making the complaint.
3. A "party in interest" is the aggrieved person or any other member of the unit who is involved in the grievance.

#### C. 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 maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.



ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

3. A grievance to be considered under this procedure must be initiated by the aggrieved person within ninety (90) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure at the request of the grievant.
5. Grievances as defined under part one (1) of B1 of this article may be carried through all levels of this Grievance Procedure, but those as defined in part two (2) may be carried only through Level Three and, by mutual agreement, to Level Four.
6. Level One
  - a. A teacher with a grievance shall notify his principal and within two (2) school days from the time he receives such notification such principal shall discuss the problem in good faith with the grievant with the object of resolving the matter informally.
  - b. The principal shall notify the teacher orally of the disposition of the grievance within five (5) school days after such discussion.
  - c. In the event that the grievant is not satisfied with the disposition of his grievance or in the event that he does not receive notice of its disposition within seven (7) school days after having notified his principal of the grievance, he may, within five (5) school days after receiving the notice of disposition, file a written grievance with his principal.
  - d. Within three (3) school days after receiving the written grievance the principal shall render a written decision to the grievant.
7. Level Two
  - a. If the grievance is not resolved to the satisfaction of the grievant, he may file Notice of Appeal to Level Two, including a copy of the grievance (C-5-c) and of the written decision (C-5-d) with the Superintendent of Schools within five (5) school days after having received the written decision from Level One.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

7. Level Two (cont'd)

- b. The Superintendent, or his designee, shall represent the administration at this level of the grievance procedure. Within five (5) school days after the Notice of Appeal to Level Two is filed with the Superintendent, the Superintendent shall hold a hearing on the grievance.
- c. The Superintendent shall render a written decision on the grievance within five (5) school days after the conclusion of the hearing.

8. Level Three

- a. In the event that the grievant is not satisfied with the disposition of his grievance at Level Two, or in the event that no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing, the grievant may appeal the grievance to the Board by notifying the Superintendent in writing.
- b. The Board shall meet with the grievant within ten (10) school days after the appeal is filed to review the relevant facts presented at Level Two.
- c. The Board shall render a written decision on the grievance within fifteen (15) school days after the meeting.

9. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within fifteen (15) school days after having met with the grievant, he may, within five (5) school days after being notified of the decision by the Board, request in writing that the Association submit his grievance to fact-finding. If the Association determines that the grievance is meritorious and submitting it to fact-finding is in the best interests of the Watchung School System, it may submit the grievance to fact-finding by so notifying the Superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

8. Level Four (cont'd)

- b. The Board and the Association shall then attempt to agree on a fact-finder to determine the particular grievance being submitted. If no agreement on a fact-finder is reached within three (3) calendar days of the time that the request for fact-finding is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select a fact-finder pursuant to its rules and procedures.
- c. The fact-finder so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The fact-finder shall issue his recommendations within thirty (30) calendar days after he has concluded the hearings.
- d. The fact-finder's recommendations shall be in writing and shall set forth his findings of fact, reasoning, and recommendations on the issue submitted.
- e. The costs for the services of the fact-finder shall be borne equally by the Board and the Association.
- f. Level Four is subject to the limitations of C-5 of this article.

D. Miscellaneous

1. Copies of all documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
2. In consultation with the Association, the Superintendent shall develop forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents. These forms shall be available to all staff.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. 1. The Board agrees to furnish to the Association in response to reasonable requests from time to time; register of certificated personnel, tentative budgetary requirements and allocations when feasible in the opinion of the Board,

ARTICLE IV--ASSOCIATION RIGHTS AND PRIVILEGES (cont'd)

- A. 1. agendas and minutes of all public Board meetings, census data, and names and addresses of all teachers.
2. The Association shall be provided with four (4) copies of the currently approved budget no later than one (1) week after it is placed on file in the Board Secretary's office.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in pay.
- C. Representatives of the Association, the Somerset County Education Association, the New Jersey Education Association, the National Education Association, and of insurance programs, mutual fund programs and other such agencies from which the Association would like to obtain information, shall be permitted to transact official Association business, other than meetings as covered by paragraph D on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All such representatives shall follow the established procedure that all visitors to the school report to the building principal's office before transacting their business.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Superintendent.
- E. The Association shall have the right to use for its purposes school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices. The location of Association bulletin boards in each room shall be mutually agreed upon by the Association and the building principals. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be requested.

ARTICLE IV--ASSOCIATION RIGHTS AND PRIVILEGES (cont'd)

- G. The Association shall have the right to use the inter and intra-school mail boxes for distribution of materials to teachers without the approval of building principals or other superiors.

ARTICLE V

EDUCATIONAL IMPROVEMENT COUNCIL

- A. The purpose of the Council shall be to strengthen the education program through study and recommendations as how to best meet the needs of the students, the school and the community. The Council may consider, but not be limited to, such matters as curricular improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the educational programs of the Watchung Borough School District.

To accomplish the above, the Council will function as an advisory, steering or working committee.

- B. The Council's recommendations shall be submitted in writing to the Superintendent and the Board of Education. The Superintendent shall reply in writing to the Educational Improvement Council his disposition of the Council's recommendation within one month from date of receipt with a copy sent to the Board of Education.
- C. 1. The Council shall consist of a chairman, two (2) teacher representatives from each school, two (2) administrators, two (2) Board members, and two (2) voting residents of Watchung appointed by the other members of the Council. The chairman shall be a teacher named by a committee composed of the Superintendent, Association President, and two (2) members of the Executive Committee of the WBEA. It is desirable to have the next chairman selected from the current Educational Improvement Council by June.
2. The chairman of the curriculum committee of the Board shall be an ex officio non-voting member.
- D. It is suggested that the Council meet at least monthly during the school year. Minutes of each meeting will be taken and copies distributed to all professional staff members and Board of Education members at least two weeks prior to the next regularly scheduled Council meeting.

ARTICLE V--EDUCATIONAL IMPROVEMENT COUNCIL (cont'd)

- E. The Board shall provide \$200.00 to the Educational Improvement Council for expenditures associated with its work.
- F. Superintendent's approval is necessary if a study requires additional funds as per paragraph "E" and/or additional staff participation.

ARTICLE VI

TEACHING LOAD

A. Work Year

- 1. The school calendar shall be set forth annually by the Board and shall be presented to the Association no later than June 1 of the current year. Prior to adoption, the Association shall be allowed to bring to the attention of the Board through the superintendent any date or dates that it feels should be considered as non-school days.
- 2. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one-hundred ninety (190) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.

B. The teacher's work day shall not exceed seven (7) hours except where their presence is required at faculty meetings, workshops and other such meetings scheduled by the administration. On Fridays, P.T.A. nights and days preceding holidays teachers may leave at the close of the school day.

C. Based on the Board of Education's 1973-75 Budget Plans, teachers will not be required to perform the following duties except in emergencies as determined by the administrators and/or the Board of Education,

- 1. Supervision of the outside loading and unloading of children on the school bus at Valley View School and unloading of children at Bayberry School.
- 2. Playground supervision of children before school and following the lunch period.
- 3. Classroom custodial responsibilities beyond the normal reasonable care of the room as determined by the building principal.

## ARTICLE VI--TEACHING LOAD (cont'd)

### D. Lunch Period

Teachers shall have a daily duty-free lunch period of at least 30 minutes.

### E. Preparation Periods

Teachers in grades 1 - 8 shall have at least one (1) preparation period per day. Kindergarten teachers shall have a 15 minute break session in the AM and PM session.

When a teacher is not available for work, every effort will be made to obtain a substitute. However, it is understood that obtaining a substitute to cover only 1 or 2 periods is normally not practical.

When a substitute is not available, every effort will be made to cover first with those teachers having more than one preparation period.

- F. 1. Teachers shall receive written notice of their grade level and/or subject assignment for the forthcoming year not later than the end of each school year.
2. In the event of a change in the above assignment the teacher shall be notified in writing.

## ARTICLE VII

### PERSONNEL FILE

- A. A teacher shall have the right upon request to review the contents of his official personnel folder, maintained in the Superintendent's office, except for letters of reference and letters from parents.
- B. All forms of teacher evaluations, (individual, summary and administration memos) which are to become part of the personnel folder, shall be reviewed with each teacher who shall be afforded both the opportunity to sign and react to said evaluations.

## ARTICLE VIII

### EXTRA-CURRICULAR ACTIVITIES

- A. An extra-curricular activity is an activity offered to a group of pupils in more than one class which meets on a frequent and regular schedule outside of regular school hours.

ARTICLE VIII--EXTRA CURRICULAR ACTIVITIES (cont'd)

- B. The Board of Education agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent of Schools.

ACTIVITY	HOURS	SALARY
Grades 5-8 Boys' Fall Activities	42	\$245.00
Grades 5-8 Girls' Fall Activities	40	230.00
Grades 5-6 Girls' Winter Activities	20	115.00
Grades 5-6 Boys' Winter Activities	20	115.00
Grades 5-8 Bowling (Salary shared by 2 supervisors)	110	635.00
Grades 5-8 Wrestling	90	520.00
Grades 7-8 Basketball	90	520.00
Grades 7-8 Girls' Winter Activities	24	140.00
Grades 6-8 Boys' Field and Track	45	260.00
Grades 6-8 Girls' Field and Track	30	175.00
Grades 7-8 Weight Lifting	38	220.00
Bayberry School Fall Activities	12	70.00
Bayberry School Winter Activities	12	70.00
Coordinator of Extra-curricular athletics		315.00
Yearbook Advisor		300.00

- C. The above listing is not considered to be all inclusive.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof except that salaries of teachers who work less than or more than the full school year shall be pro-rated.
1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, ten (10) equal monthly installments, or twenty-four approximately equal semi-monthly installments.
  2. Teachers may individually elect to have up to ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account for the teacher and the Account Book shall be kept by the bank at the disposal of the teacher.
  3. 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.



ARTICLE IX--SALARIES (cont'd)

4. Teachers shall receive their final June check and the pay schedule for the following year on the last working day in June.
5. All teachers shall be given notification of renewal of contract for the following school year by no later than March 30th of said year and shall notify the Board of their intention within two weeks.
6. Upon employment or re-employment all teachers shall receive full credit for equivalent full-time prior teaching experience in a duly accredited school. Additional credit for active military experience up to and including four years shall be given. The Board may give credit for any other experience at its own discretion.
7. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals.
8. Withholding of increments is not to be construed in any way to be a merit salary guide.

WATCHUNG BOROUGH BOARD OF EDUCATION  
TEACHER SALARY GUIDE  
1973-74

Schedule "A"

<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>6 Year</u>
1	\$ 8,720.00	\$ 9,820.00	\$10,470.00
2	9,080.00	10,180.00	10,830.00
3	9,425.00	10,525.00	11,175.00
4	9,830.00	10,930.00	11,580.00
5	10,250.00	11,350.00	12,000.00
6	10,695.00	11,795.00	12,445.00
7	11,145.00	12,245.00	12,895.00
8	11,595.00	12,695.00	13,345.00
9	12,060.00	13,160.00	13,810.00
10	12,535.00	13,635.00	14,285.00
11	13,015.00	14,115.00	14,765.00
12	13,510.00	14,610.00	15,260.00
13	14,020.00	15,120.00	15,770.00
14	14,510.00	15,610.00	16,260.00
15	14,960.00	16,060.00	16,710.00

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and under-graduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's degree to qualify for additional compensation.

B.	B.A.+12	\$200.00	M.A.+12*	\$150.00
	B.A.+24	\$350.00	M.A.+24*	\$300.00
	B.A.+36	\$500.00		

\* course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with the written approval of the department chairman which leads to an educationally defined objective such as, but not limited to a specialist degree, six year level certificate, or doctorate degree.

D.	Service Increment:	
	20 years teaching, 10 years in district....	\$350.00
	20 years teaching, less than 10 in district	150.00

ARTICLE IX--SALARIES (cont'd)

- E. Salary adjustments for teachers who accrue credits for a higher level of training shall be as follows:

One-half of the annual credit increment will be paid effective January 1st when courses are completed in the fall semester.

Full credit increment will be paid when courses are completed during the spring semester and summer session effective September of the new school year.

An official transcript of satisfactory completion of courses must be received by the Superintendent before an adjustment in salaries is approved by the Board of Education.

ARTICLE X

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues for the Watchung Borough Education Association, the Somerset County Education Association, the New Jersey Education Association or 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 and under rules established by the State Department of Education.

ARTICLE XI

PROFESSIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and instructional materials related to courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the Administration.
- B. Any teacher desiring to take any course (s) for his own professional improvement shall be reimbursed for tuition for such course (s) under the following conditions:
1. The Superintendent shall have the right to approve or disapprove of such course (s).
  2. The teacher shall complete the course successfully. The standards for successful completion shall be those of the institution at which the course is taken and an official transcript certifying said completion shall be submitted to the Superintendent.

ARTICLE XI--PROFESSIONAL IMPROVEMENT (cont'd)

- C. The Board shall pay at the rate of ten (10) dollars per day for a maximum of two (2) days to each teacher who attends the New Jersey Education Association Convention.

ARTICLE XII

SICK LEAVE

- A. As of September 1, 1972 all teachers employed as of the first official day of each school year, shall be entitled to sick leave days whether or not they report for duty that day as specified below. Within Watchung Borough district the following shall be in effect:

- |                  |         |
|------------------|---------|
| 1. 1 - 5 years   | 10 days |
| 2. 6 - 10 years  | 12 days |
| 3. Over 10 years | 15 days |

Unused sick leave days shall be cumulative.

- B. Additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1972-73 school year, teachers shall be granted the following temporary non-accumulative leaves of absence with full pay each year:
1. Up to three (3) days of absence for legal, business, household, medical or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for such leave shall be made, in writing, at least three (3) days before taking such leave (except in the case of emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave.
  2. Days for observance of religious holidays appearing on the list published by the State Board of Education shall be granted upon request.

ARTICLE XIII--TEMPORARY LEAVES OF ABSENCE (cont'd)

3. Days at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
  4. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
  5. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
  6. Up to five (5) days in the event of illness of a teacher's spouse, child, parent or any other relative of the immediate household that requires the attendance of the teacher.
  7. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, spouse's parent, brother, sister or any other relative of the immediate household.
  8. Up to two days per year for attendance at funerals of friends or relatives not covered in paragraph 7.
  9. Other extension of a specific leave of absence with pay may be granted by the Board for good reason.
- B. Leave time and pay for temporary active duty of any unit of the U. S. Reserves or the State National Guard, shall be provided as required by law, provided such obligations cannot be fulfilled on days when school is not in session.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay for one (1) or two (2) school years shall be granted to any one tenure teacher at any one time who joins the Peace Corps, VISTA, or National Teacher Corps; or serves as an exchange teacher, overseas teacher and is a full-time participant in either of such programs; or accepts a Fulbright Scholarship, or teaches in an accredited college or university.
- B. Military leave shall be granted as provided by law.

ARTICLE XIV--EXTENDED LEAVES OF ABSENCE (cont'd)

C. Maternity Leave

1. A teacher who has completed two (2) years of teaching in the Watchung Borough school district, by the inception of pregnancy, may request a maternity leave without pay and such leave shall be granted.
2. The maternity leave shall become effective at the discretion of the administration and shall terminate at the beginning of the school year following the eighteenth (18) month after the birth of the child. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may return at an earlier date.
3. It shall be the obligation of any teacher to notify the Superintendent, in writing, of her pregnancy as soon as such condition is or can be medically confirmed. Failure to notify the Superintendent of pregnancy, whether same occurs during or outside of the school year, shall disqualify said teacher from a maternity leave and shall further bar said teacher from a right to the paid sixty (60) days notice of intention to terminate employment.
4. When notice of pregnancy is submitted to the Superintendent prior to the beginning of the school year, the Superintendent may at his option require the teacher to commence the school teaching year, or may terminate her employment with no obligation to provide the paid sixty (60) days notice of intention to terminate employment.
5. Any female teacher adopting an infant may receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier, if necessary, to fulfill the formal requirements for the adoption. The teacher shall provide as much notice as possible of adoption approval and actual placing of the child.

D. Other leaves of absence without pay may be granted by the Board for good reason.

- E. 1. Upon return from leave granted pursuant to Section A or B 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 would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C of this Article. Granting of increment credit for time spent on a leave pursuant to Section D of this Article shall be at the discretion of the Board.

ARTICLE XIV--EXTENDED LEAVES OF ABSENCE (cont'd)

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, if and when such leave becomes part of this Agreement, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a position within his certification.
- F. Requests for and approval of all leaves and extensions or renewals of leaves shall be in writing.
- G. A teacher whose leave of absence terminates during the current school year shall notify the Superintendent by February 1st of that year of his intention to return to active employment for the following school year. Failure to do so shall be construed as intention not to return.

ARTICLE XV

INSURANCE PROTECTION

Health Care Insurance

As of the beginning of the 1972-73 school year, the Board will provide the health-care insurance protection, as outlined in the New Jersey State Health Benefits Plan, henceforth referred to as State Plan, and as designated below. The Board shall pay the full premium for each qualified teacher and in cases where appropriate, the Board will pay full premium for spouse and dependents. To be qualified a teacher must be employed at 3/5 or more of full time salary. Any teacher on the 1969 staff who has received insurance benefits but who does not qualify under 3/5 or more salary requirement shall continue to receive insurance benefits.

- A. The Board will make payment of insurance premiums to provide insurance coverage for teachers commencing with the starting date of their teaching contract and ending August 31st, subject to the following conditions:
1. When an employee is new to the system and in maintaining or plans to acquire health care insurance for the initial 60-day waiting period required by the State Plan, the Board will reimburse the cost for a private coverage plan that provides coverage commensurate with the State Plan.
  2. The maintaining or acquisition of this coverage for 90 days and submission of paid receipts for reimbursement is the responsibility of the employee.

ARTICLE XV--INSURANCE PROTECTION (cont'd)

3. Enrollment in the State Plan is the responsibility of the Board of Education upon the employee's submission of an enrollment application.
- B. Provisions of the State Plan are detailed in the master policy and shall include but not necessarily be limited to:
1. Hospital room and board and miscellaneous costs
  2. Rider J
  3. Outpatient care
  4. Pre-admission testing
  5. Extended basis outpatient benefits
  6. Maternity costs
  7. Surgical costs
  8. Major medical coverage
  9. Transfer provisions upon retirement
- C. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher in the form of a booklet a description of the State Plan.

Disability Income Insurance

As of July 1, 1973, the Board will provide disability income protection, as outlined in the University Life Insurance Company of America master contract, henceforth referred to as Disability Plan, and as designated below. The Board shall pay the full premium for each qualified teacher. To be qualified a teacher must be employed at 3/4 or more of full time.

- A. Any qualified teacher on the 1972-73 staff shall be eligible as of July 1, 1973. Future qualified teachers will be eligible on the first day of active employment (i.e. new teachers employed for 1973-74 will be eligible on the first day of school.)
- B. Provisions of the Disability Plan are detailed in the master policy and shall include but not necessarily be limited to:
1. Elimination Period
    - Accident - 180 days
    - Sickness - 180 days
  2. Maximum Duration for any one period of total disability
    - Accident - to age 65
    - Sickness - to age 65
  3. Benefit of 67% of the teacher's monthly salary (based on a 12 month year) but not greater than \$1500. per month. (Less any benefit paid or payable under Primary Social Security, Workmen's Compensation, any other private or Group Plan, or occupational disease law.)



ARTICLE XV--INSURANCE PROTECTION (cont'd)

- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, 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.
- B. Copies of this Agreement shall be printed with costs shared by the Association and the Board within ninety (90) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- C. The following benefits of this Agreement shall be pro-rated for a teacher who works less than the full year:

Sick Leave, Article XII  
Temporary Leave of Absence, Article XIII, Paragraph A-1, A-7  
Professional Improvement, Article XI

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1973 and shall continue in effect until June 30, 1975 with the exception of Article IX (Salaries).

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the dates indicated unless extended by mutual agreement.

In witness thereof the parties hereto have caused this Agreement to be signed by the respective presidents and witnessed by the respective secretaries all on the day and year written above.

WATCHUNG BOROUGH BOARD OF EDUCATION

WATCHUNG BOROUGH EDUCATION ASSO.

By Ralph Fischer  
President

By Halley Halley  
President

By Richard J. Marshall  
Secretary

By Elaine Halberstein  
Secretary