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AGREEMENT

between the

BOARD OF EDUCATION OF THE WATCHUNG BOROUGH

THE COUNTY OF SOMERSET, NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

1971-1972

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PREAMBLE

This Agreement is entered into this 1st day of April, 1971, 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

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.
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.

ARTICLE III--GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

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.

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.

ARTICLE III-GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

8. Level Three (cont'd)

- 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.
- 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.

ARTICLE III-GRIEVANCE PROCEDURE (cont'd)

D. Miscellaneous (cont'd)

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, 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 meeting 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



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

- F. 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 required.
- 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. The Council shall consist of a chairman, two (2) teacher representatives from each school, two (2) administrators and two (2) Board members. 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.

- 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.

- 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 XVII

DURATION OF AGREEMENT

The following articles in this Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972:

Recognition  
Negotiation Procedure  
Educational Improvement Council  
Grievance Procedure  
Association Rights and Privileges  
Teaching Load  
Salaries  
Extra-Curricular Activities  
Miscellaneous Provisions

The following articles within this Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1973 unless it is mutually agreed to reopen negotiations of these articles prior to any contract year:

Preamble  
Sick Leave  
Temporary Leaves of Absence  
Extended Leaves of Absence  
Professional Improvement  
Deductions from Salaries  
Insurance Protection  
Personnel File

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

By John Woods Jr.  
President  
By Robert W. Blessing  
Secretary

WATCHUNG BOROUGH EDUCATION ASSOCIATION

By Doris A. Corson  
President  
By Ellen S. Harrison  
Secretary