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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

BOARD OF EDUCATION OF THE WATCHUNG BOROUGH
THE COUNTY OF SOMERSET, NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

6/70

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PREAMBLE

This Agreement is entered into this _____ day of _____, 1969, 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 Disability Specialists
Reading Teachers
Nurses
Guidance Counsellors
Librarians
Speech Therapists

but excluding:

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

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 is to be given at least 48 hours prior to a meeting unless mutually waived.
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. An 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. Both parties agree that no information regarding the negotiation proceeding shall be released for publication unless the details and content are in writing and mutually agreed upon by both parties.
8. 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.
9. 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.

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. Grievance 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.

ARTICLE III-GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

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.

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.

ARTICLE III-GRIEVANCE PROCEDURE (cont'd)

C. Procedure (cont'd)

9. Level Four (cont'd)

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 C5 of this article.

D. Miscellaneous

1. Copies of all documents, communications and records dealing with the 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. 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.

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, and the National Education Association 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.

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.

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

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 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

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.

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 (24) 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.

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 1970-71 school year by no later than April 15, 1970.

ARTICLE V-SALARIES (cont'd)

6. 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.

7. Withholding of increments is not to be construed in any way to be a merit salary guide.

ARTICLE VI

DEDUCTIONS FROM SALARY

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 VII

EDUCATIONAL IMPROVEMENT

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 by the Administration to take. Any teacher desiring to take any course(s) for his own professional improvement shall be reimbursed for tuition of such course(s) with the understanding that the Superintendent shall have the right to approve or disapprove of said course(s).

WATCHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1969-70

<u>Step</u>	<u>BA % of Base Index</u>	<u>BA</u>	<u>MA</u>	<u>6 Year</u>	<u>Doctorate</u>
1		\$ 6,750.00	\$ 7,250.00	\$ 7,550.00	\$ 7,750.00
2	1.04	7,020.00	7,520.00	7,820.00	8,020.00
3	1.08	7,290.00	7,790.00	8,090.00	8,290.00
4	1.16	7,830.00	8,330.00	8,630.00	8,830.00
5	1.23	8,303.00	8,803.00	9,103.00	9,303.00
6	1.30	8,775.00	9,275.00	9,575.00	9,775.00
7	1.37	9,248.00	9,748.00	10,048.00	10,248.00
8	1.44	9,720.00	10,220.00	10,520.00	10,720.00
9	1.50	10,125.00	10,625.00	10,925.00	11,125.00
10	1.56	10,530.00	11,030.00	11,330.00	11,530.00
11	1.62	10,935.00	11,435.00	11,735.00	11,935.00
12	1.68	11,340.00	11,840.00	12,140.00	12,340.00
13	1.72	11,610.00	12,110.00	12,410.00	12,610.00
14	1.76	11,880.00	12,380.00	12,680.00	12,880.00
15	1.80	12,150.00	12,650.00	12,950.00	13,150.00

Teachers on the twentieth (20th) step receive an additional \$250.00.

Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and undergraduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation.

B.A.+12 - additional \$100.00 M.A.+12 - additional \$100.00
 B.A.+24 - additional \$200.00 M.A.+24 - additional \$200.00
 B.A.+36 - additional \$300.00

Six (6) year level consists of 30 graduate credits beyond
 Master Degree

ARTICLE VIII

EDUCATIONAL IMPROVEMENT COUNCIL

The Educational Improvement Council shall consist of five (5) members, plus one librarian, one reading specialist and two (2) principals who will be members in an advisory capacity.

There shall be one representative from grades K-2, one from grades 3-4, one from grades 5-6, one representative from the seventh grade and one from the eighth grade. These members will be elected by their individual building staffs at the beginning of the school term each year. Members should be elected for a two-year term. For 1969-70, two members will be elected for one (1) year and three for two (2) years. The librarian and the reading specialist shall be elected for a two-year term by the total staff.

The functions of the Council shall be:

1. to make recommendations in writing to the Superintendent considered to be meritorious on the various concerns of the educational program and other educational needs with which it becomes involved. The council is not a decision-making body and will make recommendations only.
2. to serve as a sounding board for proposals related to the educational program.
3. to serve as a vehicle for communication between buildings and grade levels.
4. to serve as a fact-finding group.
5. to help determine areas in the educational program for initiation of studies and revision in cooperation with Administrative Council.
6. to help coordinate the educational program.

This council will meet at least monthly during the school year.

The council will elect a chairman and secretary.

Minutes of each meeting will be taken and copies distributed to all professional staff members.

The superintendent shall reply, in writing, his disposition of the council's recommendations within one month.

Nothing in this article should be construed to circumvent or undermine any of the power or authority invested in the principals, superintendent or the Board of Education.

Current day-to-day problems or suggestions shall be discussed with the building principals on an individual basis.

The terms of the members of the council shall be terminated if the Education Improvement Council is discontinued.

ARTICLE IX

SICK LEAVE

A. As of September 1, 1969, all teachers employed shall be entitled to sick leave days as specified below, each school year as of the first official day of said school year whether or not they report for duty that day.

Within Watchung Borough district the following shall be in effect:

- | | |
|------------------|---------|
| A. 1-5 years | 10 days |
| B. 6-10 years | 12 days |
| C. 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.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-70 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 personal matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal 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 written request.

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 at any one time in the event of death of a teacher's spouse, child, parent or any other relative of the immediate household.

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

7. 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.

8. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, as per RS38:23-1, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

9. Other extension of a specific leave of absence with pay may be granted by the Board for good reason, with the knowledge of the Association.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XI

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 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.

C. 1. A teacher who has completed two (2) years of teaching in the Watchung Borough School district may request a maternity leave, without pay, and said leave shall be granted. The teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. The leave shall become effective at the discretion of the Administration and shall terminate eighteen (18) months after the birth of the child. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

2. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, 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.

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

- 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.
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, 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.

ARTICLE XII

INSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board will provide the health-care insurance protection, as outlined in the N. J. State Health Benefits Plan, henceforth referred to as State Plan, and as designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, the Board will pay full premium for spouse and dependents.

1. The Board will make payment of insurance premiums to provide insurance coverage for teachers commencing with the starting date of contract and ending August 31st, subject to the following conditions:

A. When an employee is new to the system and is maintaining or plans to acquire health care insurance for the initial 90-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.

B. The maintaining or acquisition of this coverage for 90 days and submission of paid receipts for reimbursement is the responsibility of the employee.

ARTICLE XII-INSURANCE PROTECTION (cont'd)

C. Enrollment in the State Plan is the responsibility of the Board of Education upon the employee's submission of an enrollment application.

2. Provisions of the State Plan are detailed in the master policy and shall include but not necessarily be limited to:

- A. Hospital room and board and miscellaneous costs
- B. Rider J
- C. Outpatient care
- D. Pre-admission testing
- E. Extended basis outpatient benefits
- F. Maternity costs
- G. Surgical costs
- H. Major medical coverage
- I. Transfer provisions upon retirement

3. 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.

ARTICLE XIII

EXTRA-CURRICULAR ACTIVITIES

Teacher participation in extra-curricular activities shall be voluntary and shall be compensated by pay and/or release time. Prior to June 1, 1969, a joint Board and Association committee will develop a mutually acceptable schedule of compensations and definitions of compensable activities, to be effective for the 1969-1970 school year.

ARTICLE XIV

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 at the expense of the Board within ninety (90) days after the Agreement is signed and presented to all teachers now employed or hereafter employed.

EXTRACURRICULAR ACTIVITIES

An extracurricular activity is an activity offered to a large number of pupils in more than one grade which meets on a frequent and regular schedule outside of regular school hours.

Teachers responsible for extracurricular activities and chaperoning evening dances shall receive compensation at the rate of five dollars (\$5.00) per hour.

The coordinator of extracurricular athletics shall coordinate the girls' and boys' athletic programs and shall receive \$200.00 compensation for the school year.

Each extracurricular activity must be approved by the Superintendent in advance.

Approved 9/18/69

ARTICLE XV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970.

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

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

WATCHUNG BOROUGH BOARD OF EDUCATION

By Richard A. Leinbach
President

By Robert W. Blessing
Secretary

WATCHUNG BOROUGH EDUCATION ASSOCIATION

By Jeffrey W. Gale
President

By Shirley Schwarty
Secretary