

AGREEMENT

between the
Watchung Borough Board of Education
BOARD OF EDUCATION OF THE BOROUGH OF WATCHUNG

THE COUNTY OF (SOMERSET,) NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

X JULY 1, 1982 - JUNE 30, 1984

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PREAMBLE

This Agreement is entered into this fourth day of March, 1982
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 certified 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 counselors
Librarians
Speech therapists
Social Worker
Supplemental teachers

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.
- C. Both the Board of Education of the Borough of Watchung, County of Somerset, State of New Jersey and the Watchung Borough Education Association prohibit discrimination because of race, color, religion, sex or national origin, in any term, condition or privilege of employment.

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 123, Public Laws of 1974 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 123, Public Laws of 1974. 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 claim 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 or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association 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 sixty (60) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure.

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 or in a building which has no principal, the superintendent, either directly or through the Association's designated representative. Within five (5) school days from the date he receives such notification the principal or the superintendent 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 five (5) 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 five (5) 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 the grievance in writing and the decision from Level One 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 written grievance and decision from Level One is filed at Level Two 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.
- d. In the event the building has no principal, Level Two will be omitted in that building. The Superintendent shall render a written decision to the grievant at Level One within five (5) school days after receiving the written grievance.

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 arbitration. If the Association determines that the grievance is meritorious and submitting it to arbitration is in the best interests of the Watchung School System, it may submit the grievance to arbitration 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 an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request for arbitration is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select an arbitrator pursuant to its rules and procedures.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The arbitrator shall issue his recommendations within thirty (30) calendar days after he has concluded the hearings.
- d. The arbitrator's decision and award shall be in writing and shall be non binding on either party.
- e. The costs for the services of the arbitrator 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. "Rights of Teachers to Representation"

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) of his or her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the principal (or in a building with no principal, the Superintendent). The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Copies of all documents, communications and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
3. 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 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.
- 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

WATCHUNG INSTRUCTIONAL COUNCIL

- A. The purpose of the Council shall be to strengthen the education program of the school district through study and recommendations of how to best meet the needs of the students, the school and the community. The Council may consider such matters as curriculum 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 educational programs.
- B. The Council shall convene as cause arises, at the request of the Board of Education, the Administration or the Teaching Staff, with the mutual consent of all parties. Membership on the Council shall be flexible, according to the specific needs addressed, but will include at least one representative each, as selected by the Board, by the Administration, and by the Watchung Borough Education Association.
- C. A report on the findings and/or recommendations of the Council shall be submitted in writing to the Board and the Staff. The Board, through its Administrators, shall respond in a reasonable time thereafter, indicating its disposition of the report.
- D. The Board shall appropriate up to \$200.00 to the Council for expenses associated with its work. Additional expenses must be approved in advance.
- E. The Council shall encourage the initiation of ideas and projects, and shall seek information for its deliberations from all parties interested in the educational programs of the school district.

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.
3. A part time teacher is a teacher who works less than full time.

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

C. Based on the Board of Education's current year's 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.

D. Lunch Period

Teachers employed for three and one half (3½) hours or more shall have a daily duty-free lunch period of at least thirty (30) minutes.

E. Preparation Periods

1. 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. Part time teachers will be entitled to a pro-rated preparation period based upon the current preparation time of the full time teacher as scheduled in the school in which they teach.

ARTICLE IX

EXTRA-CURRICULAR ACTIVITIES

1982 - 1984

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

<u>ACTIVITY</u>	<u>MINIMUM # OF HRS.</u>	<u>SALARY</u>
Grades 6-8 Boy's Fall Activities	60	\$400.00
Grades 6-8 Girl's Fall Activities	60	400.00
Grades 7-8 Boy's Basketball	80	720.00
Grades 7-8 Girl's Basketball	65	585.00
Grades 6-8 Boy's Field and Track	60	400.00
Grades 6-8 Girl's Field and Track	60	400.00
Cheerleader Advisor	50	380.00
Girl's Softball	60	400.00
Bayberry School Fall Activities		
Bayberry School Winter Activities		
Coordinator of Extra-Curricular Athletics	-	745.00
Yearbook Advisor (\$100.00 to be paid if project is initiated but not completed due to insufficient interest.)	70	460.00
Student Council (Salary shared by 2 supervisors)	110	805.00
Gym Supervisor	11.50 per home contest	
Chaperone: Supervision at the following activities:	8.55 per hour	
1. Skating parties		
2. School dances		
3. School concerts		
4. Young Authors		

- C. The above listing is not considered to be all inclusive. Any new inclusion to the above list will be negotiated between members of the Board and the Association's negotiating committee and a corresponding salary agreed upon.

9. Supplemental teachers shall be compensated at the rate of \$12.25 per* hour.

WATCHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1983-84

SCHEDULE "A"

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1.	\$16,818	\$18,222	\$18,920
2.	17,395	18,848	19,569
3.	18,000	19,503	20,250
4.	18,707	20,269	21,045
5.	19,442	21,066	21,872
6.	20,229	21,918	22,757
7.	21,022	22,778	23,650
8.	21,808	23,629	24,534
9.	22,623	24,512	25,451
10.	23,466	25,426	26,400
11.	24,303	26,332	27,340
12.	25,175	27,277	28,322
13.	26,062	28,238	29,320
14.	26,935	29,185	30,302
15.	27,721	30,036	31,186

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. Course Credits:

B.A.+12	\$250	M.A.+12	\$200
B.A.+24	\$400	M.A.+24	\$350
B.A.+36	\$550		

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:

25 years teaching; 20 years in District.	\$1,000
20 years teaching; 20 years in District.	\$ 800
20 years teaching; 10 years in District.	\$ 600
16 years teaching; 10 years in District.	\$ 400
20 years teaching; <u>less</u> than 10 years in District.	\$ 200

- 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.

- F. Summer School

Payment for summer school teaching responsibilities will be compensated at the following rate:

One session (consisting of a two hour teaching day for a five week period) = \$500.00.

Two sessions (consisting of a four hour teaching day for a five week period) = \$1,000.00.

*Supplemental Teachers

Supplemental teachers shall continue to be compensated on an hourly basis unless and until it has been legally determined that supplemental teachers should be compensated in some other manner. Continuance of said hourly rate of compensation shall in no way prejudice any rights the supplemental teachers may have under the law. The salaries shall be increased by the same percentage increase as the salary guides in each year of the contract not including increment.

ARTICLE XIV

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 at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 5. Up to five (5) days in the event of illness of teacher's spouse, child, parent or any other relative of the immediate household that requires the attendance of the teacher.
 6. 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.
 7. Up to two days per year for attendance at funerals of friends or relatives not covered in paragraph 6.
 8. 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.

Footnote to Article XIV

Article XIV A-2 of the 1979-80 Agreement deleted in compliance with the law. The Association agreed with the stipulation that if the law is reversed the paragraph will be reinstated: "Days for observance of religious holidays appearing on the list published by the State Board of Education shall be granted upon request."

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1982 and shall continue in effect until June 30, 1984.

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 EDUCATION ASSOCIATION

WATCHUNG BOROUGH BOARD OF EDUCATION

By Doris A. Corson
President

By Hedred Projick
President

By Lillian Kyzankalis
Secretary

By Steffi-J. Bernstein
Secretary