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AGREEMENT

Watchung Borough Education Association between the

BOARD OF EDUCATION OF THE BOROUGH OF WATCHUNG

THE COUNTY OF (SOMERSET,) NEW JERSEY

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

X JULY 1, 1984 - JUNE 30, 1986

PREAMBLE

This Agreement is entered into this sixteenth day of February, 1984 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 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, 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 sixth (60) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure.

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/she 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 valid, 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.

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, by agreement of the Board and the Association, any representative of the Association or any teacher is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she 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 VII

PERSONNEL FILE

A. File

A teacher shall have the right upon request to review the contents of his official personnel folder, maintained by the Superintendent's office except for letters of reference, but to include letters from parents.

B. Obsolete Material

Within a three-year period, a teacher will be entitled to review and indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if the Superintendent, or his designee, agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

C. Derogatory Material

No material derogatory to a teacher's conduct, service, or character or personality shall be placed in his personnel file without notification to the teacher. The teacher shall then have an opportunity to review the material and shall acknowledge such opportunity by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

D. No Separate File

Although the Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any other separate personnel file which is not available to the teacher's inspection. However, the Principals and/or Superintendent may continue to keep anecdotal notes which will be for their exclusive use as an aid in writing evaluations. The notes are not to be considered as a part of the teacher's official personnel file.

E. Right to Know

When a teacher is asked by the superintendent or his designee for an assessment of an accusation made against him or her, the teacher has the right to know the name of the party registering the complaint. An accusation is defined as "being accused of a misdeed, an injustice, wrongdoing, or error in judgment." When a complaint made against a teacher by a party becomes a part of his or her personnel file, the teacher has the right to know the name of the complainant. In any of the above instances, complainants should be encouraged to follow Board Policy #2005. (Chain of Command)

F. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.

D. EVALUATION AND OBSERVATION TIMELINES:

1. Observations

<u>Category</u>	<u>Minimum Number/Year</u>	<u>Suggested Time Frame</u>
Non-Tenure	3	Prior to: 12/19, 2/16, 3/16
Tenure	1	Prior to: 3/3

2. Evaluations

Annual Written Performance Report (Prior to April 1)

Post-Evaluation conference (Prior to April 1)

Purposes:

Review of performance.

Review of available indicators of pupil progress and growth toward the program objectives to be added to the Annual Performance Report in consultation with the staff member.

Evaluation reports forwarded to Superintendent (prior to April 1).

Notification to teachers of employment status - April 30

Preparation of Professional Improvement Plan (3/3 to close of school year).

ARTICLE X

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 supplemental teachers shall be paid as described below. 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.
 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 or non-renewal of contract for the following school year no later than April 30th of each year, and the teachers shall thereafter notify the Board of intention to accept or reject such contract, if offered, within two weeks after receipt of such notice.
 6. Upon employment the Board shall determine on which step of the guide a teacher will be placed plus credit for military service up to four (4) years. If applicable experience is denied upon hiring, those years will be added back when a teacher acquires tenure. 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 ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal under the law.
 8. Withholding of increments is not to be construed in any way to be a merit salary guide.

9. Supplemental teachers shall be compensated at the rate of \$14.45 per* hour.

WATGHUNG BOROUGH BOARD OF EDUCATION
TEACHER SALARY GUIDE
1985-86

SCHEDULE "A"

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1.	\$19,544	\$21,176	\$21,987
2.	20,215	21,903	22,742
3.	20,918	22,664	23,533
4.	21,739	23,555	24,457
5.	22,594	24,480	25,418
6.	23,508	25,471	26,447
7.	24,430	26,470	27,483
8.	25,343	27,459	28,511
9.	26,290	28,485	29,576
10.	27,270	29,547	30,679
11.	28,243	30,601	31,773
12.	29,256	31,699	32,913
13.	30,287	32,816	34,072
14.	31,301	33,915	35,214
15.	32,215	34,904	36,241

- 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	\$1,300
20 years teaching; 20 years in District	\$1,100
20 years teaching; 10 years in District	\$ 900
16 years teaching; 10 years in District	\$ 700
20 years teaching; <u>less</u> than 10 years in District	\$ 300

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) = \$545.00.

Two sessions (consisting of a four hour teaching day for a five week period) = \$1,085.00.

* Supplemental Teachers

Supplemental teachers shall continue to be compensated on an hourly basis. 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.

ARTICLE XII

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. A teacher who is mandated by New Jersey State regulations to take a course(s) in the area in which he/she is currently employed, and such course(s) are not available at a New Jersey public institution of higher education, will be reimbursed for tuition for the course(s) at the full cost. Such courses are subject to provisions C1 and C2 of this article.
- C. Any teacher desiring to take any course(s) for his or her own professional improvement shall be reimbursed at the full rate charged by a New Jersey public institution of higher education. If the course is not available at a New Jersey institution, then the Board will reimburse at the New Jersey State institution rate plus fifty (50%) percent of any tuition charged in excess of such rate. These provisions for such course(s) shall be subject to the following conditions:
1. Course(s) must be approved in advance by the Superintendent.
 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.
 3. A maximum of six (6) credits per teacher per semester will be allowed.
- D. 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 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.
- D. The Board agrees to pay each employee the sum of \$15.00 for each of the three unused personal days allotted annually available under A-1 of this clause. This sum will be paid after the close of the school year.

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."

- G. Requests for and approval of all leaves and extensions or renewals of leaves shall be in writing.
- H. 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.
- I. Supplemental teachers shall be entitled to all provisions of this article excepting paragraph A.

forth 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. Benefits 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, and other private or Group Plan, or occupational disease law.)
- 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.

DENTAL CARE INSURANCE

- A. As of July 1, 1978, the Board will provide dental care insurance, as outlined in the New Jersey Dental Service Plan, Inc. Comprehensive IV - A program. The Board will pay the premium for each qualified employee only.
- B. 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 Plan.
- 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 XVIII

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1984 and shall continue in effect until June 30, 1986.

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 on February 17, 1984.

WATCHUNG BOROUGH EDUCATION ASSOCIATION

WATCHUNG BOROUGH BOARD OF EDUCATION

By *James Fenner*
President

By *Martha J. Gault*
President

By *Joan E. Andrek*
Secretary

By *Steffi J. Bernstein*
Secretary