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TERMS AND CONDITIONS OF EMPLOYMENT

between

WASHINGTON TOWNSHIP
BOARD OF EDUCATION

and

WASHINGTON TOWNSHIP
DEPARTMENT CHAIRPERSONS

Covering the Period

July 1, 1991

to

June 30, 1994

Approved by the Board of Education
December 17, 1991

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ARTICLE I

Recognition

- A. The Board hereby recognizes the Washington Township Department Chairpersons' Association (incorporated as the Washington Township Secondary Supervisors' Association) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed professionally certificated Department Chairpersons under contract or on leave approved by the Board, excluding: Superintendent, Deputy and Assistant Superintendents, Executive Director for Human Resources, Business Administrator, Purchasing Agent, Board Secretary, Director for Pupil Personnel Services, District-Wide Study Team Director, Specialists, Supervisors, Managers, Child Study Team Director, Facilitator/Supervisor, Special Assistants, Principals, Assistant Principals, Vice Principals, Director of Guidance, Teachers, Media Technician, Financial Technician, Substitute School Teachers, Tutors, Adult Community Education Teachers, per diem personnel and all non-certificated employees.
- Notwithstanding the incorporated title of this Association, membership in this negotiating unit shall be exclusively limited to individuals appointed by the Board of Education specifically in the singular title of "Department Chairperson". Despite the incorporated

Recognition

basis during the eleventh or twelfth month, shall in no way jeopardize his/her right to membership in WTDCA during the period in which he/she fulfills his/her responsibilities under terms of his/her department chairperson contract.

ARTICLE III

Negotiation of Successor Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., on or about 120 days prior to submission date of budget.

Grievance Procedure

the Association and the Board. If such time limits are not adhered to by the Board or administration, the aggrieved may initiate action to the next step of this procedure.

If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) school days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence. All time lines established in this article may be extended by mutual agreement between the parties to meet extraordinary developments.

2. In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year and, 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 year or as soon thereafter as is practicable.

Grievance Procedure

sent to the Board President, stating (a) nature of grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, (d) remedies sought.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, the aggrieved may, within five (5) school days after a decision by the Superintendent or his designee, or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) school days of the request for a hearing. The aggrieved may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. Any such written materials shall be

Grievance Procedure

6. Level Four

- a. Level Four of the grievance procedure applies only to those grievances which arise from situations when the Department Chairperson is clearly exercising his/her responsibility in the "teacher" function of his/her position. Level Four grievance procedure does not apply to any situation in which the Department Chairperson is exercising his/her Administrative or Supervisory responsibility or other functions associated with the Department Chairperson responsibilities.

If the aggrieved person is not satisfied with the disposition of his/her grievance on a violation of a contract provision which clearly involves the "teacher" function of his/her position as Department Chairperson at Level Three, he/she may within fifteen (15) school days after the decision by the Board or the Board Committee, as the case may be, or forty-six (46) school days after the request for the hearing, request that the grievance be submitted to arbitration.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to

Grievance Procedure

forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties if it clearly applies to the teaching function rather than administrative and/or supervisory functions of the department chairperson's responsibilities.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

Grievances regarding any situation involving department chairperson's role associated with his Administrative or Supervisory responsibilities or other functions of the department chairperson's responsibilities are only

Grievance Procedure

all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest, to the Board President, President of the Association and the Superintendent or his/her designee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6 (c) of this ARTICLE.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

Department Chairperson's Rights

An employee shall be entitled to have a union representative present at an investigatory interview with an administrator or supervisor which he/she reasonably believes might result in disciplinary action. This right shall not extend to post-observation or evaluation conferences.

- C. Nothing contained herein shall be construed to deny or restrict to any department chairperson such rights as he/she may have under New Jersey Laws or other applicable laws and regulations.
- D. No department chairperson shall be disciplined without just cause in areas ruled negotiable.
- E. Any question or criticism by a supervisor, administrator or Board member of a department chairperson and his/her instructional methodology and/or Administrative and Supervisory performance shall be made in confidence and not in the presence of students, parents/guardians or other public gatherings.
- F. Whenever an administrator changes a grade given by a department chairperson, the administrator will affix his/her initials to the changed grade and notify the department chairperson, indicating the reason for the change.

Association Rights

- D. Whenever any member of the Association, acting as a representative of the Association participates during working hours at the request of the Board of Education in negotiations, mediation sessions or fact-finding sessions, the department chairperson shall suffer no loss in pay. The Board is in no way obligated to pay for the services of Association representatives who are not full-time employees of the Washington Township School District by this provision.
- E. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, so long as the Association remains the majority representative of the department chairpersons; and to no other organizations representing department chairpersons.

Department Chairperson Work Year

will be served on dates determined by the school principal.

- C. In the event that an Extended School Year Program or Split Sessions is instituted, the Board of Education agrees to negotiate with the Association the terms and conditions of employment for department chairpersons who will participate in this program.
- D. In the event that the State of New Jersey and/or the Commissioner of Education and/or the County Superintendent and/or the Board of Education should mandate the closing of schools for any period of time as a direct result of the energy crisis or other national or state emergency, the Association agrees to fulfill its contractual obligations regarding a one hundred eighty-seven (187) days work year, plus six (6) additional days.

ARTICLE IX

Transporting Students

Department Chairpersons shall not drive students to activities in their own automobiles.

ARTICLE XI

Salaries

- A. Department chairpersons employed on a ten month plus six (6) additional days basis shall be paid in twenty (20) semi-monthly installments, payable on the 15th and last day of the month, respectively.
- B. A department chairperson may individually elect to have any whole dollar amount of his/her monthly salary deducted from his/her pay to be forwarded to an account of a credit union designated by the Association, provided he/she files the appropriate written request form with the business office.
- C. When a payday falls on or during a school holiday, vacation or weekend, department chairperson shall receive their pay checks on the last previous working day. Department chairpersons shall receive final checks on the last working day in June; provided, however, that the Superintendent or other designated representative of the Board shall have first certified that a department chairperson has fulfilled his/her statutory and professional responsibilities prior to the release of such checks. The pay schedule for any given year will be distributed to department chairpersons at the beginning of each school year.
- D. Except when State Laws or rules of the State Department of Education apply, the Board reserves the right to be

Salaries

mitted for an appropriate lane change beyond a degree, but not in an advanced degree lane, must be in the field of education, or in the current subject in which the department chairperson is assigned. Credits not in the field of education or not in the current subject taught by a department chairperson, but closely related, may be approved for application to a lane change at the sole discretion of the Superintendent or his/her designee. Credits completed before July 1, 1979 submitted for an appropriate lane change beyond a degree, but not in an advanced degree lane, must have been taken within an approved program leading to a higher degree in the applicant's field of work. Applicant's field of work for department chairpersons was limited to courses taken within an approved program leading to a higher degree in (a) education or (b) a specific subject being taught by the department chairperson. Undergraduate credits are not acceptable for credit increment on lane changes.

- F. Salaries for all department chairpersons included in the collective bargaining unit represented by the Association from July 1, 1991 school year through June 30, 1994 will be based on the individual department chairperson's appropriate step on the salary guide negotiated between the Washington Township Education Association and the Washington Township Board of Education for each of the

ARTICLE XII

Department Chairperson Assignments

- A. 1. All department chairpersons shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year no later than June 30 except as dictated by emergency circumstances discussed with the Association prior to June 30 or last day of school.
2. The Superintendent shall give notice of assignments to new department chairpersons as soon as practicable, and except in cases of emergency, not later than August 15.
3. Department chairpersons holding appointments to cocurricular positions in any given school year and who will be recommended for reemployment in those positions for the following school year shall be notified of their appointments prior to June 30.
- B. 1. Schedules of department chairpersons who are assigned to more than one school shall be arranged so that they provide reasonable time for interschool travel.
2. Department chairpersons who may be required to use their own automobiles in the performance of their duties and department chairpersons who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS Car

ARTICLE XIII

Voluntary Transfers and Reassignments

- A. 1. No later than ten (10) school days after a vacancy becomes known, the Superintendent or his/her designee shall deliver to the Association and post in all school buildings, a list of the known vacancies which occur during the school year and those which shall occur during the following school year. In addition to the listing of known vacancies, a listing of anticipated vacancies shall be posted.
2. Department chairpersons who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent or his/her designee no later than ten (10) school days after notice of position has been posted.

ARTICLE XV

Department Chairperson Evaluation

A. Evaluation Reports

1. All monitoring or observation of the work performance of a department chairperson shall be conducted openly and with full knowledge of the department chairperson.
2. Observation and evaluation on nontenured department chairpersons shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.19.
3. Observation and evaluation of tenured department chairpersons shall be conducted in compliance with New Jersey Administrative Code Title 6:3-1.21.

B. Personnel Files

1. Evaluation reports filed in the department chairpersons' personnel file shall be signed by both the evaluator and the department chairperson.
2. A department chairperson shall have the right to review the material in his/her personnel file at least once per year. A department chairperson who desires to review his/her file must schedule an appointment for review with the personnel office at least 24 hours in advance.

An employee shall have the right to indicate those documents and/or materials in their file which she/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be

Department Chairperson Evaluation

not available for the department chairperson's inspection.

5. No material of a derogatory nature shall be added to nor removed from an individual's personnel file without the notification of the department chairperson.

Such notification shall require that the individual sign the material to be filed even though he/she may disagree with its contents.

C. Complaints

1. Any complaints regarding a department chairperson made to any member of the administration by any parent/guardian, student, or other person, which are used in any manner in evaluating a department chairperson shall be promptly investigated and called to the attention of the department chairperson. The department chairperson shall be given an opportunity to respond to and/or rebut such complaint. The department chairperson shall have the right to representation at any meeting or conferences the department chairperson is requested to attend regarding such complaint.

D. Evaluation Instrument

1. A joint Board-Administrator-Association Advisory Committee shall be continued for the purpose of improving evaluation procedures and instruments to

ARTICLE XVI

Fair Dismissal Procedure

A. Notification of Dismissal

On or before April 30 of each year, the Board shall give to each fully certified nontenured department chairperson continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year or
- b. Notice that such employment shall not be offered.

B. Justification of Dismissal

Any nontenured department chairperson who receives notice that such employment shall not be offered shall be entitled to the benefit of the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6:3-1.20. When such procedures have been concluded, any further appeal by such department chairperson shall be to the Commissioner of Education.

Sick Leave

- E. The Board may, at its discretion, in the event a department chairperson exhausts all accumulated sick leave, pay said department chairperson the difference between the substitute's pay and the daily pay of the department chairperson (the daily pay of the department chairperson to be calculated at 1/200 of the net annual contractual salary for 10-month employees).
- F. The total accumulated sick leave which has accrued to each department chairperson, whether through prior unused annual sick leave or unused personal days by prior contractual arrangement, shall be calculated as of June 30, 1977. Nothing in this agreement, shall infringe upon said prior accumulated sick leave which has accrued through June 30, 1977. From and after July 1, 1977, any additional accumulated sick leave shall only accrue with respect to unused annual sick leave. For the purpose of any future legislation which mandates payment by the Board on retirement or otherwise for unused accumulated sick days, only the following shall be deemed to be in the category of accumulated unused sick leave:
1. All accumulated unused sick leave which had accrued through June 30, 1977, either through prior unused annual sick leave or unused personal days by prior contractual arrangement;

ARTICLE XVIII

Temporary Leaves of Absence

- A. All temporary leaves of absence with or without pay are granted by the Superintendent of Schools or his/her designee and, except in emergencies, must be requested and approved in advance.
- B. Department chairpersons may be granted up to five (5) days' leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child or any person standing in loco parentis. Such leave shall not be deducted from sick leave.
- C. Absence of a department chairperson due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.
- D. A department chairperson absent on jury duty shall not be required to deduct such absence from sick leave. Such department chairperson shall be reimbursed the difference between their prevailing rate of pay and amounts received for jury service.
- E. A department chairperson required by the Board to attend a court of law on school related matters shall be reimbursed full pay. An absence for such reason shall not be considered a part of personal days.
- F. Absence for personal business, as approved by the Administration, such as settlement of house, death of

Temporary Leaves of Absence

unused sick leave," as defined in Article XVII for purposes of any future legislation mandating payment by the Board on retirement or otherwise for accumulated unused sick leave. It is the intention of the subparagraph that from and after July 1, 1977, a separate record shall be maintained for "unused personal days" which accrue after July 1, 1977, and are eligible for use in future years for illness in the event that a department chairperson has exhausted all annual and accumulated sick leave, but that such a record of "unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.

Extended Leaves of Absence

such leave constitute a promise of reemployment for the following school year. Determination of whether the nontenured department chairperson on such leave will be reemployed for the following year will be made on, or prior to, April 30. The time for which such leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.

- D.
1. The Superintendent shall be notified of a pregnancy by the end of the sixth month. At least sixty (60) days before the due date the department chairperson shall notify the Superintendent of the option or combination of options outlined above that the department chairperson plans to exercise.
 2. A department chairperson shall not be reassigned to work until after the presentation of medical certification of capability to perform necessary duties if such certification is requested by the Superintendent.
 3. If a department chairperson decides not to return from a child care leave, the department chairperson shall notify the Superintendent by giving written notice of resignation at least sixty (60) days before the leave expires.

Sabbatical Leaves

incapacity of a physical or mental nature. A determination concerning such a return of funds received while on sabbatical leave shall be within the sole discretion of the Board.

- E. A department chairperson returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the district. Any additional benefits granted to department chairpersons shall automatically apply to a department chairperson on sabbatical leave.
- F. Seven (7) teaching years must have passed since a prior sabbatical leave in order for a department chairperson to become eligible for a second sabbatical leave.
- G. Before any department chairperson becomes entitled to a second sabbatical leave, eligible department chairpersons who have never received sabbatical leave will be given preference.
- H. All programs of study in which department chairpersons are enrolled shall be approved by the Superintendent and the Board in writing and shall be successfully undertaken within the sabbatical leave. However, these may be completed after the termination of the sabbatical.

Professional Development and Educational Improvement

4. Nontenured department chairpersons shall be eligible for reimbursement at the level set forth in subsection 2, above, for tuition costs incurred for graduate credits earned during a period after the award of a first-year contract, but prior to the commencement of work under a tenure contract; provided, however, such reimbursement shall not be payable to such department chairperson unless and until said department chairperson has commenced work under a tenure contract.
5. Upon satisfactory compliance by the department chairperson with all of the terms and conditions set forth in the preceding subsections, such department chairperson shall be paid his/her reimbursement entitlement on either October 1 for the prior spring and summer course work taken, or April 1 for the prior fall course work taken; provided that the department chairperson is still in the employ of the Board on such date. Such payment shall be further conditioned on said department chairperson remaining in the employ of the Board for the remainder of the current school year. In the event that such department chairperson shall leave the employ of the Board prior to the expiration of the school year in which such reimbursement entitlement has been paid, such department chairpersons shall be obligated to refund to the

ARTICLE XXII

Protection of Department Chairpersons

A. Working Conditions

The Board of Education will make every effort to insure safe working conditions. In the event of disorder or disruption in the regular school program, the Association shall have the right to meet with the Board on matters regarding department chairperson safety.

B. Legal Action

Whenever any action is brought against a department chairperson before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the department chairperson. This shall not apply to any charges filed by the Board against the department chairperson.

C. Assault Upon A Department Chairperson

1. A department chairperson shall immediately report any case of assault or battery upon his/her person arising out of or in connection with his/her duties. Such matters shall be immediately reported to the Principal.

The Board shall give full support including legal assistance where required.

ARTICLE XXIII

Maintenance of Classroom Control and Discipline

- A. A definition of the duties and responsibilities of all teaching personnel and department chairpersons pertaining to student discipline shall be reduced to writing by the Superintendent and shall be presented to each teacher and department chairperson at the beginning of each school year or be included in the teachers' handbook or other publication of procedures or practices authorized by the Board of Education.
- B. When, in the judgment of a department chairperson, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other specialist, he/she shall so inform his/her principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among himself/herself, the department chairperson and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

Insurance Protection

D. For the duration of this contract, the Board of Education shall provide payment toward the actual cost of a dental plan equal to that provided to members of the Teachers' Association in any given contract year. Any premium or costs of any such enrolled department chairperson and his or her eligible dependents in excess of the Board's contribution shall be borne by such department chairperson either through direct payments, or at the option of the Board, through salary deductions.

E. To be eligible for insurance protection described in Paragraphs A, C or D above, a department chairperson must be employed twenty (20) hours or more per week. The Board's total contributions for the dental, prescription, and EAP programs combined premiums shall not exceed \$1,250. per employee in the 1991-92 school year, \$1,500. per employee in the 1992-93 school year, and \$1,750. per employee in the 1993-94 school year. Any premium or cost of any such enrolled employee and/or his/her eligible dependents in excess of the Board's maximum contribution of per year shall be borne by such employee either through direct payments by such employee or, at the option of the Board, through salary deductions.

In case of an employees death, health benefits coverage for surviving family members shall continue for six (6) months at Board expense.

ARTICLE XXVI

Deduction from Salary

- A. The Association shall indemnify, defend and save-harmless the Board of Education against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization card submitted for individual members by the Association to the Board of Education.

Miscellaneous Provisions

B. Work Continuity

1. The Association agrees that it will sanction no job actions of any type and will discourage any job actions by its membership for the duration of this contract and during the course of grievance procedures. The Board will conduct no lockouts during the terms of this Agreement.
2. The parties agree that they will resolve all disputes through the procedure outlined in this Agreement or as subsequently modified by statute or court decision.

C. Legal Bases

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Notification

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to

ARTICLE XXVIII

Duration of Agreement

This Agreement shall be effective retroactive to July 1, 1991 and shall continue in effect until June 30, 1994. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers and their corporate seals to be affixed hereto this day _____.

Washington Township Board of Education

By: _____
President

ATTEST:

Board of Education Secretary

WASHINGTON TOWNSHIP DEPARTMENT
CHAIRPERSONS' ASSOCIATION

By: _____
President