

4-0273

14-14

1970-71

THIS BOOK DOES
NOT CIRCULATE

PREAMBLE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

This Agreement entered into this 29th day of April, 1970, by and between the Board of Education of the Borough of West Paterson, County of Passaic, West Paterson, New Jersey, hereinafter called the "Board", and the West Paterson Education Association, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the West Paterson School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and program designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303 Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- L A. The Board hereby recognizes the Association as the exclusive
2 and sole representative for collective negotiation concerning the
3 terms and conditions of employment for all personnel whether under
4 contract, on leave, on a per diem basis, employed or to be employed
5 by the Board, including:
6
7
8 Classroom Teachers
9 Nurses
10 Psychologist
11 Home Instruction Teachers
12 Attendance Officers
13 * Vice-Principals
14 * Principals
15 Custodians
16 Custodian in charge of Maintenance
17 Secretaries
18 Clerks
19 *Supervisor of Nurses
20
21 but excluding:
22
23
24 Superintendent of Schools
25 Secretary to the Board of Education.
26
27
28 B. Unless otherwise indicated, the term "teachers", when used herein-
29 after in this Agreement, shall refer to all employees represented by
30 the Association in the negotiating unit as above defined, and references
31 to male teachers shall include female teachers.
32
33
34 * Both parties agree to abide by the final decision of the Public
35 Employment Relations Commission as to the inclusion of these
36 categories in the unit. Each party shall have the right of appeal.

ARTICLE II

NEGOTIATION PROCEDURE

- 1 A. The parties agree to enter into collective negotiations over a
2 successor Agreement in accordance with Chapter 303, Public Laws 1968
3 in a good-faith effort to reach agreement on all matters concerning
4 the terms and conditions of teachers' employment. Such negotiations
5 shall begin not later than October 1 of the calendar year preceding
6 the calendar year in which this Agreement expires. Any Agreement so
7 negotiated shall apply to all teachers, be reduced to writing, be signed
8 by the Board and the Association and be adopted by the Board.
9
- 10 B. During negotiation, the Board and the Association shall present
11 relevant data, exchange points of view and make proposals and counter-
12 proposals. The Board shall make available to the Association for
13 inspection all pertinent personnel records, data and information of the
14 West Paterson School District. The Board shall provide the Association
15 with a complete tentative line budget for the next fiscal year as well
16 as preliminary budgetary proposals, requirements and allocations as
17 soon as it is available. The term data includes public information.
18
- 19 C. Neither party in any negotiations shall have any control over the
20 selection of the negotiating representatives of the other party. The
21 parties mutually pledge that their representatives shall be clothed
22 with all necessary power and authority to make proposals, consider
23 proposals, and make counterproposals in the course of negotiations.
24
- 25 D. 1. Without cost to the Board, Representatives of the Board and
26 the Association's negotiating committee shall meet at least once each
27 month for the purpose of reviewing the administration of the Agreement,
28 and to resolve problems that may arise. These meetings are not intended
29 to bypass the grievance procedure.
30
- 31 2. Each party shall submit to the other, at least three (3) days
32 prior to the meeting, an agenda covering matters they wish to discuss.
33
- 34 3. All meetings between the parties shall be regularly scheduled,
35 whenever possible, to take place when the teachers involved are free
36 from assigned instructional responsibilities, unless otherwise agreed.
37
- 38 4. Should a mutually acceptable amendment to this Agreement be
39 negotiated by the parties it shall be reduced to writing, be signed by
40 the Board and the Association and be adopted by the Board.
41
- 42 E. Except as this Agreement shall hereinafter otherwise provide,
43 all terms and conditions of employment applicable on the effective
44 date of this Agreement to employees covered by this Agreement as
45 established by the rules, regulations and/or policies of the Board in
46 force on said date, shall continue to be so applicable during the term
47 of this Agreement, nothing contained herein shall be interpreted and/or
48 applied so as to eliminate, reduce nor otherwise detract from any teacher
49 benefit existing prior to its effective date.

Article II
Negotiation Procedure

- 1 F. The Board agrees not to negotiate concerning said employees in
2 the negotiating unit as defined in ARTICLE I of this Agreement, with
3 any organization other than the Association for the duration of this
4 Agreement.
5
- 6 G. The Board agrees that the negotiation procedure set forth in this
7 ARTICLE shall be applicable to the determination and implementation of
8 the grants to be requested by the Board pursuant to any federal and/or
9 state laws, provided, however, that the relevant time-table shall be
10 shortened if necessary to comply with time requirements in making or
11 processing applications under the relevant federal or state laws.
12
- 13 H. The Board agrees to reopen negotiations and permit amendments to
14 any section of this Agreement, whenever state and/or federal funds over
15 and above those previously anticipated for the current budget year have
16 been appropriated. The Board shall so inform the Association within
17 five (5) days of its negotiations of the amounts to be received in such
18 subsequent state and/or federal appropriations.
19
- 20 I. This Agreement incorporates the entire understanding of the parties
21 on all matters which were or could have been the subject of negotiation.
22 During the term of this Agreement neither party shall be required to
23 negotiate with respect to any such matter whether or not covered by this
24 Agreement and whether or not within the knowledge or contemplation of
25 either or both of the parties at the time they negotiated or executed
26 this Agreement.
27
- 28 J. This Agreement shall not be modified in whole or in part by the
29 parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- 1 A In the event a dispute shall arise concerning the meaning, effect
2 or application of any term, condition, rule, regulation or covenant
3 and said dispute cannot be resolved within 48 hours after notice in
4 writing to the other party of the existence of said dispute, then the
5 following procedure for the settlement of the dispute shall become
6 effective.
- 7
- 8 B Level One
- 9
- 10 A teacher or group with a grievance shall first discuss it with his
11 principal or immediate superior, either directly or through the
12 Association's designated Representative, with the objective of resolving
13 the matter informally.
- 14
- 15 C Level Two
- 16
- 17 If the aggrieved person or group is not satisfied with the disposi-
18 tion of his grievance at Level One or if no decision has been rendered
19 within two (2) school days after presentation of the grievance, he may
20 file the grievance in writing with the Chairman of the Association's
21 Committee on Professional Rights and Responsibilities (hereinafter
22 referred to as the "PR&R Committee") within two (2) school days after
23 the decision at Level One or four (4) school days after the grievance
24 was presented, whichever is sooner. Within two (2) school days after
25 receiving the written grievance, the Chairman of the PR&R Committee
26 shall refer it to the superintendent of schools.
- 27
- 28 D Level Three
- 29
- 30 If the aggrieved person or group is not satisfied with the
31 disposition of his grievance at Level Two, or if no decision has been
32 rendered within five (5) school days after the grievance was delivered
33 to the superintendent, he may, within two (2) school days after a
34 written decision by the superintendent or seven (7) school days after
35 the grievance was delivered to the superintendent, whichever is sooner,
36 request in writing that the Chairman of the PR&R Committee submit his
37 grievance to the Board of Education. If the PR&R Committee determines
38 that the grievance is meritorious, it may submit the grievance to the
39 Board of Education within five (5) school days after receipt of a
40 request by the aggrieved person. The Board of Education shall render
41 and notify the Association of its decision within 30 calendar days after
42 receipt of the grievance.
- 43
- 44 E (1) In the event the Board's decision does not satisfy the PR&R
45 Committee the issue shall be submitted to arbitration within five (5)
46 school days thereafter as hereinafter provided.

1 (2) Within five (5) school days after such written notice of
2 submission to arbitration, the Board and the PR&R Committee shall
3 submit the dispute to the American Arbitration Association. The parties
4 shall then be bound by the rules and procedures of the American
5 Arbitration Association in the selection of an arbitrator.
6

7 (3) The Arbitrator shall conduct such hearings at such times and
8 places as he shall designate. His award shall be final and binding upon
9 the parties and may be entered as a judgment or decree in the court having
10 jurisdiction over arbitration awards.
11

12 (4) The costs for the services of the arbitration, including per
13 diem expenses, if any, and actual and necessary travel, subsistence
14 expenses and the cost of the hearing room shall be borne equally by the
15 Board and the Association. Any other expenses incurred shall be paid
16 by the party incurring same.
17

18 F In any case when a decision is rendered at any level such decision
19 and notification shall be submitted in writing to all parties involved.

ARTICLE IV

TEACHER RIGHTS

- 1 A No teacher shall be prevented from wearing pins or other
2 identification of membership in the Association or its affiliates.
3
- 4 B No teacher is to be disciplined, reduced in rank or compensation
5 without just cause.
6
- 7 C Whenever any teacher is required to appear before the
8 superintendent or his designee, Board or any committee, member,
9 representative or agent thereof, concerning any matter which could
10 adversely affect the continuation of that teacher in his office,
11 position, or employment, or the salary or any increments pertaining
12 thereto, then he shall be given prior written notice of the reasons
13 for such meeting or interview and shall be entitled to have a
14 representative of the Association present to advise him and represent
15 him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- 1 A. The Board agrees to make available to the Association in response
2 to reasonable requests from time to time all available information
3 concerning the register of certificated personnel, proposed tentative
4 budgetary requirements and allocations, names and addresses of all teachers
5 and minutes of all Board meetings when available.
6
- 7 B. Whenever any representative of the Association or any teacher is
8 mutually scheduled by the parties to participate during working hours in
9 negotiations, grievance proceedings, conferences, or meetings, he shall
10 suffer no loss in pay.
11
- 12 C. Representatives of the Association, the New Jersey Education
13 Association, and the National Education Association shall be permitted to
14 transact official Association business on school property at all reasonable
15 times, provided that permission is first obtained from the Superintendent
16 of Schools or his official designee. Permission shall not be arbitrarily
17 refused.
18
- 19 D. The Association and its representatives may use school buildings
20 at all reasonable hours for meetings, provided prior approval shall first
21 have been obtained from the Superintendent of Schools or his designee.
22 Approval shall not be arbitrarily refused.
23
- 24 E. The Association may use school facilities including typewriters,
25 mimeographing machines, other duplicating equipment, calculating machines.
26 The Association shall pay for the reasonable cost of all materials and
27 supplies incident to such use. Permission will be granted for the use
28 of audio-visual equipment provided a person trained and experienced in
29 the use and operation of such equipment is in attendance. It is further
30 understood that the Association shall be responsible for any damage
31 resulting from the use of such equipment.
32
- 33 F. A Bulletin Board shall be made available to the Association for
34 the posting of Association notices.
35
36
37
38
- 39 G. The Association may have reasonable use of the inter-school mail
40 facilities and school mail boxes.
41
- 42 H. The Association may participate when it indicates its desire, in
43 orientation activities sponsored, maintained or conducted by the Board
44 of Education.

ARTICLE VISCHOOL CALENDAR

- 1 A. The in-school work year for teachers shall begin not later than
2 five (5) days after Labor Day.
3
4 B. For other than new personnel the in-school work year of teachers
5 employed on a ten (10) month basis shall not exceed 180 days in which
6 pupils are in attendance plus one orientation day, and one additional
7 day, if necessary, as determined by the Superintendent of Schools.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

1 A 1. The starting time for teachers is 8:45 A.M. Teachers shall
2 indicate their presence for duty by placing a check mark in the
3 appropriate column of the faculty "sign-in" roster.
4

5 2. The total in-school workday shall consist of not more than
6 six (6) hours and thirty (30) minutes which shall include a duty-free
7 lunch period of sixty (60) minutes.
8

9 3. No teacher is required to work beyond the regular teacher
10 in-school work year, or beyond his total in-school workday except for
11 one (1) P.T.A. Meeting per year and Parent-Teacher conferences as
12 designated by the Superintendent of Schools, without additional compensation.
13

14 4. The workday of a principal shall be determined according to
15 prior established practice.*
16

17 5. The workday of a vice-principal shall be determined according
18 to prior established practice.*
19

20 B 1. Where feasible the daily teaching load in the seventh and
21 eighth grades shall be no more than six (6) teaching periods. Assignment
22 to a supervised study period of forty (40) minutes shall be considered
23 a teaching period for the purpose of this ARTICLE.
24

25 2. Seventh and Eighth Grade teachers shall not be required to
26 teach more than two (2) subject area(s), nor more than a total of
27 two (2) teaching preparations at any one time.
28

29 C 1. Teachers may be required by the Superintendent of Schools to
30 remain after the end of the regular workday, without additional
31 compensation, for the purpose of attending faculty meetings three
32 hundred (300) minutes per year. Such meetings shall begin no later
33 than fifteen (15) minutes after the student dismissal time and shall
34 run for no more than sixty (60) minutes.
35

36 2. Notice of any meetings shall be given to the teachers involved
37 at least five (5) school days prior to the meeting, except in an
38 emergency.
39

40 *3. The in-school work year of principals employed on a ten (10)
41 month basis shall include the days when pupils are in attendance,
42 orientation day, one day prior to orientation day, the five (5) working
43 days immediately following the closing of school in June, and three (3)
44 days in the summer to cover for the Superintendent of Schools.
45

46 *4. The work year for vice-principals shall be the same as that
47 specified for teachers, and the three (3) days in summer to cover for
48 the Superintendent of Schools.

Article VII
Teaching Hours and Teaching Load

1 D Teacher participation in extra-curricular activities shall be
2 voluntary and shall be compensated according to an overtime rate of
3 pay prorated on the regular salary.
4

5 E Teacher participation in field trips which extend beyond the
6 teacher's in-school workday, and overnight or weekend trips, shall be
7 voluntary, and the teacher shall be compensated for the regular day's
8 work. Legitimate expenses incurred by the teacher in all field trips
9 shall be paid by the Board. Such expenses shall include transportation,
10 accommodations, meals and admission fees.
11
12
13
14

15 * The Board agrees to negotiate the terms and conditions of
16 principals and vice-principals for 1970-71 after the final decision of
17 the Public Employment Relations Commission on Docket No. CU-4, if that
18 decision is in favor of the Association. Each party shall have the right
19 of appeal.

ARTICLE VIII

NON-TEACHING DUTIES

1 A. The Board and Association acknowledge that a teacher's primary
2 responsibility is to teach and that his energies should to the extent
3 possible, be utilized to this end. Therefore, they agree as follows:
4

5 1. Teachers shall not be required to perform the following duties:
6

7 a. the following nonprofessional assignments - supervision of
8 playgrounds and hall duty during lunch period, bus loading and unloading;
9

10 b. collecting money and collecting non-school forms from
11 students when feasible;
12

13 c. keeping registers, inventorying, storing books not in
14 classroom, delivering books to classrooms, duplicating instructional and
15 other materials when feasible.
16

17 B. Teachers shall not be required to drive students to activities
18 which take place away from the school building.

ARTICLE IX

TEACHER EMPLOYMENT

- 1 A Previously accumulated unused leave days will be restored to
2 all returning teachers who return within five (5) years.
3
- 4 B Teachers shall be notified of their employment status and teaching
5 assignment for the ensuing year not later than April 1 or the last school
6 day prior to Easter recess, whichever is earlier.
7
- 8 C The Board agrees to hire only fully certificated teachers holding
9 standard certificates issued by the New Jersey State Board of Examiners
10 for every teaching assignment whenever such personnel are available.

ARTICLE X

SALARIES

- 1 A. The salaries of all personnel covered by this Agreement are
2 set forth in Schedule "A" which is attached hereto and made a part
3 hereof.
4
- 5 B. 1. Teachers employed on a ten (10) month basis shall be paid in
6 twenty (20) equal semi-monthly installments on the 15th and last day
7 of each month.
8
- 9 2. Teachers may in accordance with 18A:29-3 individually elect to
10 have ten (10%) percent of their monthly salary deducted from their pay.
11 These funds shall be paid to the teacher on the final pay day in June.
12
- 13 3. When a pay day falls on or during a school holiday, vacation
14 or week-end, teachers shall receive their pay checks on the last previous
15 working day.
16
- 17 4. Teachers shall receive their final checks on the last working
18 day in June.

ARTICLE XI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 1 A. Teachers presently employed in the school system shall be given
2 preference. When vacancies or new positions occur they shall be posted
3 on the bulletin board provided for herein.

ARTICLE XII

PROMOTIONS

- 1 A. Promotions shall be made from within the staff, whenever possible.
2
3 B. In the event a vacancy, a new position, or new program shall
4 occur during the summer recess, notification shall be given in writing
5 to the last known address of each teacher. The teacher shall have
6 fifteen (15) days to indicate interest.

ARTICLE XIII

EMPLOYEE EVALUATION

1 A 1. Employees shall be evaluated only by persons certificated
2 by the New Jersey State Board of Examiners to supervise instruction.

3
4 2. A teacher shall be given a copy of any class-visit or evaluation
5 report prepared by his evaluators at least one (1) day before any con-
6 ference to discuss it. No such report shall be submitted to the central
7 office, placed in the teacher's file or otherwise acted upon without
8 prior conference with the teacher. No teacher shall be required to
9 sign a blank or incomplete evaluation form.

10
11 B 1. The Board shall protect the confidentiality of personal
12 references, academic credentials, evaluations and other similar documents.

13
14 2. An employee shall have the privilege, upon request, to review
15 the contents of his personnel file, which privilege shall not be
16 arbitrarily denied.

17
18 C 1. Policy No. 1332 - Parent-Student Grievance Procedures

19
20 In the event that a dispute exists between a student or parent and
21 public school personnel that cannot be settled informally within twenty-
22 four (24) hours by a school administrator, the dispute shall be said to be
23 a grievance.

24
25 A dispute is defined as a contested difference of opinion of a certain
26 type. The dispute types include the following general examples:

- 27
28 (1) A policy dispute; a difference concerning a rule adopted by
29 the Board of Education;
30
31 (2) An administrative dispute; a difference concerning a method
32 used to maintain the formal school system;
33
34 (3) A supervisory dispute; a difference concerning employee
35 performance in a classroom, or in a school; and,
36
37 (4) An instructional dispute; a difference concerning the results
38 produced by a child in a classroom.

39
40 When a student or parent makes a complaint, with the exception of a
41 policy dispute, it is to be investigated by the Superintendent of Schools.
42 The method to be used to settle the complaint informally is to arrange a
43 hearing between the parties. The type of complaint is to be established;
44 the facts of the situation are to be determined with due regard for each
45 party's rights; and an objective judgment is to be rendered. If relevant,
46 the majority representative is to be present with full rights of
47 participation in the hearing. Every effort is to be made to settle the
48 complaint informally.

49
50 If the complaint is not settled to the mutual satisfaction of the
51 parties to the dispute within 24 hours, it shall be said to be a grievance.

1 Under these circumstances, the student or parent are to define the
2 issues at dispute on the appropriate attached form. When defined by type
3 with the exception of a policy dispute, the Superintendent of Schools is
4 to conduct a formal investigation that results in a written record that is
5 signed by the appropriate accused parties and where necessary by the
6 majority representative. A copy of the recommendation for action together
7 with the written record is to be sent to the President of the Board. The
8 President of the Board is to take appropriate action within forty-eight (48)
9 hours.

10
11 A policy dispute, if called to the attention of the Superintendent of
12 Schools and if unsettled, is to be communicated to the President of the
13 Board in written form within twenty-four (24) hours.
14

15 In the event a dispute results in a civil disorder, the Superintendent
16 is to make every effort to hear the type reasons for the dispute. If the
17 civil disorder is such that a clear and present danger exists for the
18 public welfare, the local and state police are to be called by the
19 Superintendent of Schools for assistance. Such a disorder is to be
20 reported as soon as is possible to the President of the Board.
21

22 2. Any decision made under Policy 1332 (Student-Parent Grievance
23 Procedure) which affects any employee shall be subject to the Grievance
24 Procedure in Article III of this contract.
25

26 D 1. A first year teacher shall not be evaluated for the record prior
27 to October 1 without good cause.
28

29 2. An employee is to receive a written copy of any evaluation report.
30

31 3. A non-tenure teacher shall be evaluated at least three times
32 prior to April 1.

ARTICLE XIV

TEACHER FACILITIES

1 A By the beginning of the 1970-71 school year, each school shall have
2 the following facilities:

3
4 1. A private pay telephone in each faculty lounge for the exclusive
5 use of teachers at no cost to the Board and installation to be approved
6 by the Superintendent of Schools.

7
8 B 1. The following personnel shall be entitled to a clothing allowance
9 as specified below:

10 a. Physical Education teachers - \$50 per teacher

11 b. Home Economics teachers - \$25 per teacher

12 c. Laboratory Science teachers - \$25 per teacher

13 d. Industrial Arts teachers - \$25 per teacher.

14
15
16
17
18
19 Laundering is a personal responsibility. The above named personnel
20 shall be properly uniformed in the performance of their duties.

21
22 2. A check for payment of a clothing allowance shall be paid at the
23 close of the first pay period in September.

24
25 C Upon the request of the Association and subject to the approval of
26 the Board of Education whose approval will not be arbitrarily refused,
27 vending machines shall be installed in the teachers' lounge and teachers'
28 lunchroom areas. The profits from all such machines shall be returned to
29 the Association if owned by it.

ARTICLE XV

TEACHER-ADMINISTRATION LIAISON

- 1 A. Without cost to the Board, the Association shall select a
2 Liaison Committee for each school building which shall meet with the
3 principal at least once a month for the duration of the school year to
4 review and discuss local school problems and practices, and to play
5 an active role in the revision or development of building policies.
6 Said committee shall consist of not more than one (1) member for every
7 ten (10) teachers in the school building, but shall in no event have less
8 than two (2) members.
- 9
- 10 B. Without cost to the Board, the Association's representatives shall
11 meet with the superintendent at least once a month during the school
12 year to review and discuss current school problems and practices and
13 the administration of this Agreement.

ARTICLE XVI

PERSONAL LEAVE - 4152.6

1 Present Policy 4152.6 as adopted by the Board of Education 8/20/68
2 to be effected as of 9/1/68 shall continue for the term of this agreement:
3

4 It shall be the policy of the West Paterson Board of Education to
5 grant personal leave with full pay, for the reasons stated below.
6

7 Three days shall be granted during each school year and no unused
8 days shall be accumulated for use in another year.
9

10 Personal Leave applies to all school personnel.
11

- 12 1. Death in the immediate family including husband, wife, father,
13 mother, sister, brother, daughter, son, and the employee's
14 grandparents, legal guardian or foster parents, and in-laws,
15 aunts, uncles, nieces and nephews. One day of personal leave
16 shall be granted for the death of a friend.
17
- 18 2. Special Religious Purposes
- 19 3. House Closings
- 20 4. Court appearance when required
- 21 5. Military Service Physical Examination when required
- 22 6. Illness of a member of the immediate family (spouse, child, or
23 parent
- 24 7. Time necessary for Jury Duty.
25
26
27
28
29
30

31 Any other reason for personal leave subject to the superintendent's
32 approval may be taken without compensation and in no case will consideration
33 be given for personal leave other than stated above.
34

35 The superintendent or his delegated agent shall be notified in
36 sufficient time to secure a substitute.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

- 1 A. 1. A teacher shall notify the superintendent of her pregnancy as
2 soon as it is medically confirmed. Said teacher may request a maternity
3 leave without pay and said leave shall be granted. The leave shall become
4 effective four (4) months prior to the anticipated date of birth of
5 the child and shall terminate at the end of the school year succeeding the
6 school year in which the leave was taken, except in cases of stillbirth,
7 in which case the teacher may elect to return to her position at an
8 earlier date. Upon the recommendation of the superintendent and the
9 approval of the Board, a teacher may leave at a later date or return at
10 an earlier date than provided herewith; or may continue the leave for
11 an additional school year.
12
- 13 2. Any female teacher adopting an infant child may receive similar
14 leave which shall commence upon her receiving de facto custody of said
15 infant, or earlier if necessary to fulfill the requirements for the
16 adoption. No teacher on maternity leave shall, on the basis of said
17 leave, be denied the opportunity to substitute in the West Paterson School
18 District in the area of her certification or competence. When permission
19 is granted for leave, seniority and other benefits shall continue to
20 accrue and will be reinstated at time of return to work.
21
- 22 B. All extensions or renewals of leaves shall be applied for in writing.

ARTICLE XVIII

SUBSTITUTES

- 1 A. The practice of using a regular teacher as a substitute is
2 undesirable and shall not be done.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT ANDEDUCATIONAL IMPROVEMENT

- 1 A. In our rapidly changing society teachers must constantly review
2 curricular content, teaching methods and materials, educational philosophy
3 and goals, social change and other topics related to education. The
4 Board recognizes that it shares with its professional staff responsibility
5 for the upgrading and updating of teacher performance and attitudes. The
6 Board and the Association support the principle of continuing training
7 of teachers and the improvement of instruction.
8
- 9 B. To work toward the ends stated above, the Board agrees to implement
10 the following at the beginning of the 1970-71 school year:
11
- 12 1. To pay the full cost of tuition and other reasonable expenses
13 incurred in connection with any courses, workshops, seminars, conferences,
14 in-service training sessions, or other such sessions which a teacher is
15 required and/or requested by the administration to take. Said teacher
16 shall also be compensated for all time spent in actual attendance at said
17 sessions beyond his regular working day and year at his regular rate.

ARTICLE XX

INSURANCE PROTECTION

1 A The Board agrees to pay for all eligible employees the State
2 Health Benefits Plan for a single employee plus One Hundred (100) percent
3 of the cost of the family plan.

ARTICLE XXI

CURRICULUM AND STAFFING COMMITTEE

- 1 A A joint committee on curriculum and staffing shall be established
2 immediately after the ratification of this contract by both parties. It
3 shall consist of four members appointed by the Board and four members
4 appointed by the Association. The committee chairmanship shall rotate
5 between Board representatives and Association representatives. The
6 committee shall meet at least once a month.
7
- 8 B The committee shall advise the Board and the Association on such
9 matters as curriculum improvement, extra-curricular programs, pupil
10 testing and evaluation, and staffing. It shall report its recommendations
11 to the Board and to the Association prior to October first. If joint
12 recommendations cannot be agreed upon, separate sets of recommendations
13 shall be made.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- 1 A. Whenever any notice is required to be given by either of the
2 parties to this Agreement to the other, pursuant to the provision(s)
3 of this Agreement, either party shall do so by telegram or registered
4 letter at the following addresses:
5
6 1. If by Association, to Board at 665 McBride Avenue, West Paterson,
7 New Jersey 07424.
8
9 2. If by Board, to Association at Memorial School, Memorial Drive,
10 West Paterson, New Jersey 07424.

ARTICLE XXIII

NON-CERTIFICATED PERSONNELSALARIES AND HOURS OF WORK

- 1 A 1. The salaries of all employees covered by this Agreement are set
2 forth in Schedule "A-6", "A-7", and "A-8".
3
- 4 B 1. The secretary and clerks' hours of work shall be 9:00 A.M. to
5 4:00 P.M. during the school year. Lunch hour will be from 12:00 P.M. to
6 1:00 P.M.
7
- 8 2. It is provided that the Superintendent of Schools, the work load
9 permitting, may in his sole discretion permit the secretary and clerks the
10 week of Easter and/or Christmas week as holiday weeks. Also, during the
11 summer recess, he may in his sole discretion reduce the quitting time for
12 clerks and the secretary from 4:00 P.M. to 3:00 P.M.
13
- 14 C The secretary, clerks, and custodians shall be entitled to two (2)
15 weeks paid vacation after the first year of employment. After ten (10)
16 years of employment, three (3) weeks vacation.
17
- 18 D The secretary and clerks shall be entitled to the following list of
19 holidays:
20
- | | |
|---------------------------------|-----------------------|
| 21 Fourth of July | Christmas Eve Day |
| 22 Labor Day | Christmas Day |
| 23 Columbus Day | New Year's Eve Day |
| 24 Election Day | New Year's Day |
| 25 NJEA Convention Day (18:31-2 | Lincoln's Birthday |
| 26 if requested) | Washington's Birthday |
| 27 Veteran's Day | Good Friday |
| 28 Thanksgiving Day | Memorial Day |
| 29 Day After Thanksgiving Day | |
| 30 | |
- 31 E 1. The custodians' hours of work shall be from 7:30 A.M. to 4:30 P.M.
32 with one hour for lunch. Any additional hours shall be paid at a rate of one
33 and one half (1 1/2) times the hourly wage. In the event an employee is
34 called into work on an unscheduled work day, he shall be guaranteed at
35 least four (4) hours of work on a time and one half day, and double time
36 if a holiday.
37
- 38 2. The custodians shall be entitled to the following list of holidays:
39
- | | |
|---------------------------|-----------------------|
| 40 Fourth of July | Christmas Eve Day |
| 41 Labor Day | Christmas Day |
| 42 Columbus Day | New Year's Eve Day |
| 43 Election Day | New Year's Day |
| 44 Veteran's Day | Lincoln's Birthday |
| 45 Thanksgiving Day | Washington's Birthday |
| 46 Day After Thanksgiving | Good Friday |
| | Memorial Day |

- 1 3. On the day prior to Thanksgiving, custodians shall complete the
2 cleaning of the schools voluntarily without overtime.
3
4 F 1. Attendance Officer's Work Year - The work year of the attendance
5 officer shall be the same as that which is specified for teachers.
6
7 2. The work day of the attendance officer shall be 8:30 A.M. until
8 3:30 P.M. with one (1) hour for lunch to be taken between the hours of
9 12:00 P.M. to 1:00 P.M.

ARTICLE XXIV

DURATION OF AGREEMENT

1 A. This Agreement shall be effective as of July 1, 1970 and shall
 2 continue in effect until June 30, 1971.

3
 4 B. In witness thereof the parties hereto have caused this Agreement
 5 to be signed by their respective presidents, attested by their respective
 6 secretaries, and their corporate seals to be placed hereon, all on the
 7 day and year first above written.
 8
 9

10
 11 West Paterson Educ. ASSOCIATION West Paterson BOARD OF EDUCATION

12
 13
 14
 15 By Raymond De Palma
 16 President

By Vito A. De Prenda
 President

17
 18
 19
 20 By Ruth Binder
 21 Secretary

By Benjamin Desmond
 Secretary

SCHEDULE A-1

TEACHERS' SALARIES

		<u>Class 1</u>		<u>Class 2</u>		<u>Class 3</u>	
1							
2							
3	1	1.00	\$ 7,400	1.12	\$ 8,288	1.20	\$ 8,880
4							
5	2	1.05	7,770	1.17	8,658	1.25	9,250
6							
7	3	1.10	8,140	1.22	9,028	1.30	9,620
8							
9	4	1.15	8,510	1.27	9,398	1.35	9,990
10							
11	5	1.20	8,880	1.32	9,768	1.40	10,360
12							
13	6	1.25	9,250	1.37	10,138	1.45	10,730
14							
15	7	1.30	9,620	1.42	10,508	1.50	11,100
16							
17	8	1.35	9,990	1.47	10,878	1.55	11,470
18							
19	9	1.40	10,360	1.52	11,248	1.60	11,840
20							
21	10	1.45	10,730	1.57	11,618	1.65	12,210
22							
23	11	1.50	11,100	1.62	11,988	1.70	12,580
24							
25	12	1.55	11,470	1.67	12,358	1.75	12,950
26							
27	13	1.60	11,840	1.72	12,728	1.80	13,320
28							
29	14	1.65	12,210	1.77	13,098	1.85	13,690
30							
31	15	1.70	12,580	1.82	13,468	1.90	14,060
32							
33	16					2.00	14,800

SCHEDULE A-2

PRINCIPALS' SALARIES *

The basic salary ratios for principals are as follows:

<u>Experience Ratio</u>	<u>Incentive Ratio</u>
1.15	1.15
1.175	1.185
1.20	1.22
1.225	1.255
1.25	1.29
	1.325
	1.36
	1.375

This ratio shall be applied to the maximum steps of Class 2 or Class 3, Teacher's Salary Schedule, where applicable.

The Board believes each principal should effect an accredited graduate program of personal improvement beyond the Master's Degree. To provide an incentive for such a program, the Board will grant a 1% increase in the salary ratio for a principal for each six (6) graduate credits taken beyond the Master's Degree up to a salary ratio of 1.375 of the appropriate teacher's guide.

The provisions of the incentive are:

1. a course must be for post-Master's Degree in an accredited institution; the recognized accredited institutions being:
 - Teachers College, Columbia
 - School of Education, New York University
 - Fordham University
 - Montclair State College
 - A: Institution recognized by the National Science Foundation;
2. a course must be for credit in administration, supervision, curriculum, research or an academic discipline that the principal has not taken to date;
3. the principal's program must have some continuity or relationship to a professionally determined objective;
4. the salary ratio base will change at the completion of thirty recognized credits beyond the Master's Degree;
5. the Superintendent of Schools shall be the Board's agent in placing the value on a principal's graduate program;

1 6. the graduate program must bear some identified relationship
2 to the elements of responsibility.
3

4 For the principal incentive plan to be in effect in a given school
5 year, 6 credits are to be completed in the prior school year between
6 July 1 and June 30.
7

8
9
10
11
12 * The Board agrees to negotiate the terms and conditions of
13 principals and vice-principals for 1970-71 after the final decision of
14 the Public Employment Relations Commission in Docket No. CU-4, if that
15 decision is in favor of the Association. Each party shall have the right
16 of appeal.

SCHEDULE A-3

VICE PRINCIPALS' SALARIES*

1 The Vice Principal shall receive \$1,500 in addition to the teaching
2 salary.
3
4
5
6
7

8 *The Board agrees to negotiate the terms and conditions of
9 principals and vice-principals for 1970-71 after the final decision of
10 the Public Employment Relations Commission in Docket No. CU-4, if that
11 decision is in favor of the Association. Each party shall have the right
12 of appeal.

SCHEDULE A-4

NURSES' SALARIES

1	1	\$ 5,300
2		
3	2	5,600
4		
5	3	5,900
6		
7	4	6,200
8		
9	5	6,500
10		
11	6	6,800
12		
13	7	7,100
14		
15	8	7,400
16		
17	9	7,700
18		
19	10	8,000
20		
21	11	8,300
22		
23	12	8,600
24		
25		
26		
27		

The Supervisor of Nurses is to get \$300 over scale.

SCHEDULE A-5

PSYCHOLOGIST'S SALARY

1 The Psychologist shall be compensated for one day service per week
2 at a salary of 20% of the Master plus 30 scale. The salary for the School
3 Psychologist is \$2,960.

SCHEDULE A-6

SECRETARIES' & CLERKS' SALARIES

1	1	\$ 4,000
2		
3	2	4,250
4		
5	3	4,500
6		
7	4	4,750
8		
9	5	5,000
10		
11	6	5,250
12		
13	7	5,500
14		
15	8	5,750
16		
17	9	6,000
18		
19	10	6,250
20		
21		
22		
23		
24		

The Superintendent's Secretary is to receive \$300 over scale.

SCHEDULE A-7

ATTENDANCE OFFICER'S SALARY

1	1	\$ 3,750
2		
3	2	4,000
4		
5	3	4,250
6		
7	4	4,500
8		
9	5	4,750
10		
11		
12		
13		
14		

The Attendance Officer shall receive \$300 car allowance.

SCHEDULE A-8

CUSTODIANS' SALARIES

1	1	\$ 6,507.60
2		
3	2	6,704.00
4		
5	3	6,902.00
6		
7	4	7,199.20
8		
9	5	7,396.40
10		
11	6	7,593.60
12		
13	7	7,790.80
14		
15	8	7,988.00
16		
17		
18		
19		
20		

The Maintenance Man is to receive \$900 over scale.

SCHEDULE A - 9

EXTRA-CURRICULAR COMPENSATION

1	Boys' Physical Education	+ \$500
2	(basketball, intramurals, gymnastics)	
3		
4		
5	Girls' Physical Education	+ \$500
6	(cheerleaders, intramurals, gymnastics)	

SCHEDULE A-10

1 The teachers of the Trainable and Educable pupils are to receive
2 \$500 each in addition to their regular salaries.

3
4 The work-day of the teacher of the Trainable Class shall be
5 9:30 A.M. to 1:30 P.M. with no free-time for lunch.