

# **Collective Bargaining Agreement**

**Between**

**The Wenonah Board of Education**

**And**

**The Wenonah Education Association**

**For The Years**

**2004-2005, 2005-2006, 2006-2007**

## ***I. Administrative***

### **A. Recognition**

The Wenonah Board of Education hereby recognizes the Wenonah Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full and part-time certified teaching staff members, including classroom teachers, librarian, and nurse, but excluding: administrative/supervisory personnel, per diem personnel, substitutes and teachers' aides.

The Association shall initiate the collective bargaining process by correspondence to the Board Secretary by October 1 of the last year of the agreement. Collective bargaining meeting between the parties must take place no later than November 1 following this notification. It is agreed that both parties shall exchange initial proposals defining and limiting the scope of negotiation items to be bargained at the first scheduled meeting.

### **B. Management Rights**

The Board reserves jurisdiction and authority over matters of policy and retains the right, subject only to the limitations by the language of this Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the school district;
2. to hire, promote, transfer, assign, and retain employees in positions in the school district;
3. to discipline employees or relieve employees from duty because of lack of work or other legitimate reasons;
4. to maintain efficiency of the school district operations entrusted to it;
5. to determine the methods, means and personnel by which such operations are to be conducted, and,
6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

### **C. Grievance Procedure**

#### 1. Definition:

A grievance is a claim by a teacher or the Association based upon the interpretation, application, or alleged violation of the negotiated agreement, board policy, or administrative decision affecting terms and condition of employment of a teacher or group of teachers.

#### 2. General:

- a. The Grievant shall have the right to present his/her own appeal or designate representatives of the Association, but the Association shall have the right to be present at all stages of the grievance procedure.
- b. A grievance, will be waived and barred if it is not presented in writing within thirty (30) school days of the occurrence on which it is based or the teacher or Association should have known of the occurrence. Furthermore, the grievance will be barred from proceeding to the next level if the employee fails to adhere to the time lines for such appeal.

- c. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

### 3. Procedure

Level 1: The employee shall first discuss the grievance with the Chief School Administrator in an attempt to resolve the matter informally within fifteen (15) school days after the alleged grievance or knowledge of the alleged grievance has occurred.

Level 2: If, as a result of the informal discussion, the matter is not resolved to the employee's satisfaction, the employee shall present a formal written grievance to the Chief School Administrator (in accordance with time limits set forth in paragraph 2.11 above). The written grievance shall set forth:

- a. the occurrence giving rise to the grievance;
- b. the date of the occurrence;
- c. the specific contract articles or board policies claimed to have been violated, and,
- d. the remedy sought.

The Chief School Administrator shall communicate his decision in writing within five (5) school days of the receipt of the grievance.

Level 3: If the grievance is not satisfactorily resolved at Level 2, the employee may, within five (5) school days of the receipt of the decision at Level 2, request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary..

- a. Upon receipt of such a letter, the Secretary shall refer the grievance to the Instruction Committee of the Board with a review of the case prepared by the Chief School Administrator. The Committee shall within (10) school days meet with the grievant and /or association. Following the meeting, the Committee shall within five (5) school days send their recommendation to the Board for approval.
- b. The Board shall issue its decision to the employee and the Association within (30) school days of receipt of the grievance by the Board at this level.

### **D. Association Rights**

1. The Wenonah Education Association and its representatives shall have permission to use the school buildings at all reasonable hours for meetings upon application of three school days' notice to the Chief School Administrator. The Chief School Administrator will have the right to approve or disapprove the request. Emergency meetings are held at the discretion of the Chief School Administrator. The WEA and its representatives may use the faculty room at all reasonable hours outside the school day with prior notification to the Chief School Administrator.
2. The Wenonah Education Association shall have the exclusive use of a portion of the bulletin board in the faculty room.
3. The Chief School Administrator will be given a copy of all correspondence the Wenonah Education Association is to distribute through school mailboxes.

## **E. Teacher Rights**

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

## **F. Agency Fee**

Effective July 1, 2004, the Board of Education, pursuant to a proposal made by the Association under the terms of N.J.S.A. 34:13A-5.5, agrees to a representation fee in lieu of dues under the following terms:

### **1. Purpose of the Fee**

If any employee does not become a member of the Association during any membership year which is covered in whole or in part this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by nonmembers/fee-payers will be pursuant to the determination of an impartial arbitrator in accordance with the law.

### **2. Determination of the Fee**

Prior to the beginning of each membership year (September 1 through August 31), the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

### **3. Deduction and Transmission of Fee**

#### **a. Notification**

Once during each membership year, but no later than October 1 of the year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

#### **b. Payroll Deduction Schedule**

The Board will deduct the full amount of the yearly representation fee in equal installments from the paychecks paid to each employee on the aforesaid list during the January through June period.

#### **c. Termination of Employment**

If an employee terminates his or her employment with the Board before the Association has received the prorated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the prorated fee from the last paycheck paid to said employee during the academic year in question.

d. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. New Employees

Each month in which the Board hires a new unit member(s), the Board will notify the Association in writing of the name(s), job title(s) and date(s) of employment of the new employee(s).

**4. Indemnification**

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.”

***II. Professional***

**A. Teaching Hours**

In general, the teacher workday will be from 8:25 AM to 3:35 PM. Teachers may have hours before or after the normal 8:25 AM- 3:35 PM work day, not to exceed 7 hours and 10 minutes, in order to allow flexibility in scheduling.

1. These hours shall be in effect Monday through Thursday.
2. On Fridays and/or days preceding a scheduled holiday, teachers will be permitted to leave 5 minutes after the student day.

**B. Teacher in-Service Training**

The Wenonah Board of Education will assign one scale credit (equivalent to a graduate credit, which can be used for horizontal movement on the guide) for each 20 hours of teacher in-service training received, exclusive of district-wide in-service programs.

**C. Teacher Preparation Time**

Every full-time teacher will receive 150 minutes of prep time per week to be used for school related matters. All preparation time will be prorated for part-time teachers.

In addition, each full time teacher will be provided with two hours within the teacher workday at the end of the first, second and third marking periods to engage in collaborative planning with grade partners, teachers in grades below and above them, and teachers of special subjects.

Prep periods lost because of school closings, assemblies, special programs, etc. will not be made up. Special area teachers will be responsible for supervising their regularly scheduled classes during assemblies, special programs, etc.

#### **D. Voluntary Transfers and Reassignments**

All vacancies including "other professional" positions and extra-curricular activity positions will be posted in the school building year round as they arise. During July and August, the Chief School Administrator shall mail copies of all postings and vacancies to the WEA President and Secretary.

Teachers who desire a change in grade and/or subject assignment may file a written statement of intent to the Chief School Administrator. This request will remain on file from September 1 for the following school year and will be reviewed by the Chief School Administrator if a vacancy of that nature arises.

#### **E. Involuntary Transfers and Reassignment**

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical.

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Chief School Administrator, at which time the employee shall be notified of the reason.

A teacher being involuntarily transferred or reassigned shall be placed only in a position of equal salary and benefits.

#### **F. Evening Meetings**

The Wenonah Education Association agrees to two evening meetings in addition to Back to School Night. One evening meeting will follow a 12:50PM dismissal and will be for the purpose of report card conferences. The other may fall on a regular dismissal day and will be at the discretion and determination of the Chief School Administrator.

#### **G. Teacher Evaluations**

Written evaluation of tenured teachers may be performed twice during the school year, and shall not be scheduled closer than thirty days apart unless mutually agreed upon by the teachers and the Chief School Administrator.

Evaluation of non-tenured teachers may be performed at the discretion of the Chief School Administrator.

#### **H. Emergency Work Session**

In the event of an emergency, teachers shall work up to one (1) additional **one-session** work day without additional compensation.

### **III. Benefits**

#### **A. Personal Days**

The Board shall grant three days per year with prior approval of the Chief School Administrator. Except in the case of emergency, requests must be submitted a minimum of two business days prior to the date requested. Not more than 10% of the staff will be considered for leave on any one day and days will not be considered before or following a holiday period. In all cases the CSA has authority to grant exceptions to the limitations herein when appropriate. Two unused personal days may carry over into the next year for a maximum accumulation of five personal days in any given year. All other unused personal days remaining at the end of the year shall be converted into accumulated sick leave. Personal days converted into accumulated sick leave will be calculated and accounted for as outlined in section III.B. Therefore, no teacher will carry more than five personal days in any given year.

## **B. Payment for Unused Sick Days**

The Wenonah Board of Education will pay for unused sick days, \$50.00 a day for the term of this contract, provided the teachers who retire have a minimum of 15 years of continuous service in Wenonah School. Payment for unused sick days will be banked at that year's rate.

Under certain circumstances, teachers may find it necessary to use accumulated unused sick days. Use of these days will be subtracted from the banked total based on a "first-in, "first-out" formula.

An annual accounting of each teachers days and their value will be reported to the teacher by October 1st of each year, which will give a status as of the end of the prior school year.

For budget purposes, written notification of retirement must be made by October 1, prior to retirement to be paid by July 1 of the next school year. Notification after the specified date may result in payment not being made until the following July 1.

## **C. Tuition Reimbursement**

The Wenonah Board of Education will provide up to \$3,000 per fiscal year for graduate level courses including fees and textbooks per policy 4131. 1. All courses must be approved by the CSA in order to receive reimbursement. Payment will only be made for courses approved by the CSA prior to registering for said courses, and upon receiving a grade of "pass" in a pass/fail situation. No reimbursement for a grade lower than a "B". Reimbursement will be made to the teacher upon presentation of an official transcript. Tuition reimbursement will not be made for any courses taken to meet state requirements for certification.

## **D. Duty Free Lunch**

All teachers shall receive a forty (40) minute lunch with the exception of inclement weather days, wherein all teachers shall receive a thirty (30) minute lunch with no compensatory time.

## **E. Insurance Protection**

Effective July 1, 2004, the Board shall provide and pay for one hundred (100) percent of the employee eligible single coverage cost in the New Jersey State Health Benefits Plan, or an equal to or better than plan coverage. During the term of this agreement covered employees shall contribute 5% of the premium increase from each prior year at all coverage levels other than single. Any additional cost for dependent coverage shall be paid by the employee through payroll deduction. There shall be no employee contribution for single coverage in any plan.

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to insure uninterrupted participation in coverage.

There shall be a clear description of conditions and limits of coverage included in the plan as provided by the New Jersey State Health Benefits Plan.

Teachers not entitled to full family coverage because of single, parent/child, husband/wife status (not in a family situation who waive family coverage), shall be provided an additional \$400.00 for an approved Disability Insurance protection plan.

## **F. Dental and Prescription Plans**

The Wenonah Board of Education will provide Delta Dental graded IIIA single coverage for employees only for contract years covered by this agreement. Beginning July 1, 2004 and forward the Board's maximum contribution toward this coverage shall be the actual premium paid during the preceding year increased by ten (10) percent. It is agreed that the Board has the right to change carriers so long as substantially equal or better than benefits are provided. Additional levels of dental coverage shall be made available at employee expense through payroll deduction.

Family prescription coverage will be provided to each employee by the Board of Education through the New Jersey State Health Benefits Plan coordinated with the individual health plan coverage selected by the employee.

## **G. Maternity/Childrearing Leave**

In developing Board Policies for Child Rearing Leave and Maternity Leave substantial consideration is given to the policy of minimizing the numbers and impact of disruptions to job performance areas and/or to the educational program by limiting the number and extent of employee changes and/or teacher changes which students will experience in any classroom during any single school year.

*Maternity Leave* - Is a temporary leave of absence requested by an employee and directly related to the bearing and delivery of a child. The time requested by an employee for this purpose must be verified by a doctor and approved by the Board of education. It is approved only for a period of disability necessary for the health of the employee bearing the child.

*Child Rearing Leave* - Is a temporary leave of absence related to the time immediately after a child is born or adopted (but not commencing until the maternity disability, if any, as verified by a physician is terminated) and used by the parent for the care and raising of a child. This leave is not granted as an extension of maternity leave and its purpose is not to be associated with the health of the mother or childbearing in any way.

Employees desiring Maternity Leave and/or Child Rearing Leave must submit two separate requests. Any tenured or non-tenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of each leave. At the time of application the teacher seeking such leave shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work. The Board or Chief School Administrator may grant emergency leave when advance notice is not possible.

### Maternity Leave

- 1 All tenured or non-tenured pregnant teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at a time mutually agreeable to the administration and the teacher before the expected date of birth (usually thirty days) and continuing to a specific date after birth (usually thirty days). However, the Board need not extend the leave of absence of a non-tenured teacher beyond the end of the contract school year in which that leave is obtained.
2. The Board shall grant maternity leave without pay to any teacher upon request. The Board may remove any pregnant teacher from her teaching duties if her physical condition or capacity renders her incapable of performing her assigned duties. Such conditions shall be deemed to exist if.
  - a.. pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching; or,
  - b. the Board's physician and the teacher's physician agree that she cannot continue teaching; provided, however, that if there is a difference of medical opinion between the Board's physician and the teacher's physician, then the two physicians shall agree in good faith on the third impartial

obstetrician/gynecologist who shall examine the teacher and whose medical opinion shall then be conclusive and binding on the issue of medical capacity to continue teaching.

3. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A.
4. The Board may require any teacher to produce a certificate from a physician in support of requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. The Board or Chief School Administrator may grant emergency leave when advance notice is not possible.

#### Child-Rearing Leave

Child-rearing leaves may terminate at the end of any marking period, winter break, spring break or any time mutually agreed upon by the Chief School Administrator and the teacher.

#### Benefits

- 1 All benefits to which a teacher was entitled at the time the maternity or child-rearing leave of absence commenced, including any remaining accumulated sick leave, shall be restored upon return, and, whenever possible the teacher shall be assigned to a similar position within the area of certification which was held at the time said leave commenced.
- 2 The teacher will be granted a full salary guide step if she works more than 90 teaching days. Working 90 days or less shall result in no advancement on the salary guide.
- 3 If group health insurance coverage has not been maintained by the eligible employee during this period, a teacher shall be considered an employee on the day following the expiration of the term of the leave, and upon the employee's return to work, and shall be included on the next listing of employees filed with various insurance carriers providing employees benefits in the school district. Insurance benefits shall become effective as soon as possible after the expiration of the teacher's leave, subject to the rules and provisions of each insurance or benefit plan. It shall be the employee's obligation to verify the effective date of coverage.

#### **H. Bereavement Leave**

Teachers shall be granted up to a maximum of five (5) consecutive working days within seven consecutive weekdays starting the day of/first day after the death of a member of a teacher's immediate family. Immediate family to be defined as spouse, child, parent, brother, sister, grandchild, grandparent, and the following in-laws: son, daughter, father, mother, brother, sister or other members of the family not named above with the approval of the CSA.

#### **IV. Salaries & School Year**

##### **A. Salaries**

The salaries of all teachers covered by this agreement are set forth in salary guides, developed and mutually agreed upon incorporating the following percentage increases, and are attached hereto and made a part thereof.

Guide amounts reflect a 4.95% increase over the agreed upon scattergram as of November, 2003 inclusive of increment for 2004-2005; 4.9% increase over the 2004-2005 guide for 2005-2006 and 4.8% increase over the 2005-2006 guide for 2006-2007.

Co-curricular and extra activities salary schedules for the term of this agreement are attached.

Attachments:

Salaries & Extra Curricular Activities Job Descriptions  
Salary Guides

Compensation for non-recognized members of the bargaining unit is at the discretion of the Board of Education.

Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. When a payday falls on or during a school holiday, vacation, weekend, or a Monday teachers shall receive their paychecks on the last previous working day, except in the event of deviation from the approved school calendar. Pay dates shall be the 15th and the 30th of each month when possible and shall be set by the Business Office before September 1 of each year.

## **B. The School Year**

The Employer shall determine the school calendar. In establishing the calendar the Employer will take into consideration: the professional development needs of the school staff, as well as the curriculum and instruction needs of the pupils, and NJDOE requirements.

The Employee shall work a maximum of 186 days exclusive of NJEA days during the 2001-2004 school years. Attendance at the NJEA convention is not required.

During the initial year of their employment, teachers new to the district will participate in one new teacher orientation day beyond the established work year.

## **C. Deduction Fraction**

The deduction fraction for chargeable daily absences for the duration of this agreement shall be on a per diem basis calculated to be  $1/186$  of the salary. The deduction for teachers new to the district will reflect the additional day for orientation. The deduction for part-timers will be applied in the same manner as the prorated salary.

***V. Fully Bargained Provision***

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

In the event that any provision of this Collective Bargaining Agreement is held to be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. To this end, the provisions of this Collective Bargaining Agreement are hereby declared to be severable.

Signed this Date: \_\_\_\_\_

For the Board of Education

For the Association

\_\_\_\_\_  
Peter Celano, President  
Wenonah Board of Education

\_\_\_\_\_  
Tracy Clemente, President  
Wenonah Education Association

Witness

\_\_\_\_\_  
Gar Keepers, Board Secretary

Schedule A  
Salary Schedule

**General Increases - Contract Years**

Other Professional Salaries

Summer School (Per Session)	\$2,680.00
Pupil Assistance-Committee (Per Hour)	31.00
Home Instruction Tutor (Per Hour)	32.00

Extra-Curricular Activities

School Dance (Per Hour)	\$29.45
Monitor (Per Hour)	18.00
Safety Patrol (Per Year)	500.00
Environmental Trip (Per Staff Member)	300.00
Environmental Trip Coordinator (Pre/Post-Trip)	200.00
Environmental Trip Coordinator (During Trip)	175.00

Longevity pay: \$1,000

To be eligible for longevity pay, a teacher must have completed 30 years of service as a teacher in the district.

The parties agree that longevity pay will be included in the salary base for the purpose of future negotiations. Future increases in longevity costs will come out of the settlement.

**ATTACHMENT A**

**WENONAH 2004-2005 SALARY GUIDE**

**ATTACHMENT B**

**WENONAH 2005-2006 SALARY GUIDE**

**ATTACHMENT C**

**WENONAH 2006-2007 SALARY GUIDE**

**ATTACHMENT A**

**WENONAH 2004-2005 SALARY GUIDE**

STEP	BA	BA+15	MA	MA+15	MA+30
1	37000	38100	39200	39600	40100
2	37740	38840	39940	40340	40840
3	38440	39540	40640	41040	41540
4	39240	40340	41440	41840	42340
5	39940	41040	42140	42540	43040
6	41140	42240	43340	43740	44240
7	42690	43790	44890	45290	45790
8	43940	45040	46140	46540	47040
9	45040	46140	47240	47640	48140
10	46240	47340	48440	48840	49340
11	48440	49540	50640	51040	51540
12	49940	51040	52140	52540	53040
13	52240	53340	54440	54840	55340
14	53540	54640	55740	56140	56640
15	55340	56440	57540	57940	58440
16	57040	58140	59240	59640	60140
17	59750	60850	61950	62350	62850
18+	62700	63800	64900	65300	65800

Longevity pay: \$1,000

To be eligible for longevity pay, a teacher must have completed 30 years of service as a teacher in the district.

## ATTACHMENT B

WENONAH 2005-2006 SALARY GUIDE					
STEP	BA	BA+15	MA	MA+15	MA+30
1	38000	39200	40300	40700	41200
1-2	38912	40112	41212	41612	42112
2-3	39846	41046	42146	42546	43046
3-4	40802	42002	43102	43502	44002
4-5	41781	42981	44081	44481	44981
5-6	42784	43984	45084	45484	45984
6-7	43811	45011	46111	46511	47011
7-8	44862	46062	47162	47562	48062
8-9	46159	47359	48459	48859	49359
9-10	47493	48693	49793	50193	50693
10-11	48866	50066	51166	51566	52066
11-12	50276	51476	52576	52976	53476
12-13	51935	53135	54235	54635	55135
13-14	53649	54849	55949	56349	56849
14-15	55918	57118	58218	58618	59118
15-16	58283	59483	60583	60983	61483
16-17	60848	62048	63148	63548	64048
17/18-18	63700	64900	66000	66400	66900

Longevity pay: \$1,000

To be eligible for longevity pay, a teacher must have completed 30 years of service as a teacher in the district.

## ATTACHMENT C

### WENONAH 2006-2007 SALARY GUIDE

STEP	BA	BA+15	MA	MA+15	MA+30
1	40500	41800	43000	43500	44000
1-2	41133	42433	43633	44133	44633
2-3	41791	43091	44291	44791	45291
3-4	42460	43760	44960	45460	45960
4-5	43160	44460	45660	46160	46660
5-6	43960	45260	46460	46960	47460
6-7	44811	46111	47311	47811	48311
7-8	45883	47183	48383	48883	49383
8-9	47334	48634	49834	50334	50834
9-10	48522	49822	51022	51522	52022
10-11	49863	51163	52363	52863	53363
11-12	51275	52575	53775	54275	54775
12-13	52931	54231	55431	55931	56431
13-14	54646	55946	57146	57646	58146
14-15	56912	58212	59412	59912	60412
15-16	59282	60582	61782	62282	62782
16-17	61847	63147	64347	64847	65347
17/18-18	64700	66000	67200	67700	68200

Longevity pay: \$1,000

To be eligible for longevity pay, a teacher must have completed 30 years of service as a teacher in the district.