

Contract no. 1057

AGREEMENT

between the

BOARD OF EDUCATION OF THE BOROUGH OF WATCHUNG

and the

WATCHUNG BOROUGH EDUCATION ASSOCIATION

July, 1992 - June, 1995

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 3 1992
RUTGERS UNIVERSITY

PREAMBLE

This agreement is entered into this 15th day of May, 1992, by and between the Watchung Borough Board of Education, hereinafter called the "Board" and the Watchung Borough Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Watchung Borough Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel whether under contract at the date of this agreement, on leave, or who come under contract within the duration of this agreement, including the following functions:

Category #1

Classroom Teachers
Learning Disabilities Specialists
Reading Teachers
Nurses
Guidance Counselors
Librarians
Speech Therapists
Social Worker
Supplemental Teachers

but excluding

Category #2

Secretaries
Custodial Staff and Supervisor
Teacher Aides
Superintendent of Schools
Principals
Board Secretary/Business Administrator
Psychologist

Any new job function(s) created by the Board shall be placed in either category (#1 or #2) and the Association shall be notified, in writing, as to the new job function(s) category. Such placement shall be subject to negotiation if mutual agreement is not reached as to the placement of said job function(s).

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit.
- C. Both the Board of Education of the Borough of Watchung, County of Somerset, State of New Jersey and the Watchung Borough Education Association prohibit discrimination because of race, color, religion, sex, or national origin, in any term, condition or privilege of employment.

ARTICLE III

GRIEVANCE PROCEDURE

A. Declaration of Purpose

1. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances, free from coercion, interference, restraint, discrimination, or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A grievance shall mean a claim by an employee (1) that there has been as to him or her a violation, misinterpretation or inequitable application of any of the provision of the Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to Board policy, administrative practice or decisions, governing or affecting him or her. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" or "grievant" is the person, or persons, or the Association making the claim.
3. A "party in interest" is the person, or persons, making the claim and any person including the Association who is involved in the grievance.

C. Procedure

1. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated by the aggrieved person within sixty (60) calendar days of its occurrence.
4. The Association shall become involved at any or all levels of the grievance procedure.

ARTICLE III: GRIEVANCE PROCEDURE (Con't)

8. Level Three

- a. In the event that the grievant is not satisfied with the disposition of his or her grievance at Level Two, or in the event that no decision has been rendered by the Superintendent within five (5) school days after the conclusion of the hearing, the grievant may appeal the grievance to the Board by notifying the Superintendent in writing.
- b. The Board shall meet with the grievant within ten (10) school days after the appeal is filed to review the relevant facts presented at Level Two.
- c. The Board shall render a written decision on the grievance within fifteen (15) school days after the meeting.

9. Level Four

- a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or in the event that the Board does not render a decision within fifteen (15) school days after having met with the grievant, he/she may, within five (5) school days after being notified of the decision by the Board, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is valid, it may submit the grievance to arbitration by so notifying the Superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.
- b. The Board and the Association shall then attempt to agree on an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within three (3) calendar days of the time that the request for arbitration is received by the Superintendent, then the parties shall jointly request the American Arbitration Association to select an arbitrator pursuant to its rules and procedures.
- c. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. The arbitrator shall issue his or her recommendations within thirty (30) calendar days after he/she has concluded the hearings.
- d. The arbitrator's decision and award shall be in writing and shall be non-binding on either party.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A.
1. The Board agrees to furnish to the Association in response to reasonable requests from time to time register of certificated personnel, tentative budgetary requirements and allocations when feasible in the opinion of the Board, agendas and minutes of all public Board meetings, census data, and names and addresses of all teachers.
 2. The Association shall be provided with four (4) copies of currently approved budget no later than one (1) week after it is placed on file in the Board Secretary's office.
- B. Whenever, by agreement of the Board and the Association, any representative of the Association or any teacher is scheduled to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.
- C. Representatives of the Association, the Somerset County Education Association and the New Jersey Education Association, the National Education Association, and the insurance programs, mutual fund programs and other such agencies from which the Association would like to obtain information, shall be permitted to transact official Association business, other than meetings as covered by Paragraph D on school property at all reasonable time, provided that this shall not interfere with, or interrupt, normal school operations. All such representatives shall follow the established procedures that all visitors to the school report to the building principal's office before transacting their business.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with the approval of the Superintendent.
- E. The Association shall have the right to use for its purposes school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association meeting notices. The location of Association bulletin boards in each room shall be mutually agreed upon by the Association and the building principals. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be requested.

ARTICLE V

WATCHUNG INSTRUCTIONAL COUNCIL

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

ARTICLE VI
TEACHING LOAD

A. Work Year

1. The school calendar shall be set forth annually by the Board and shall be presented to the Association no later than June 1 of the current year. Prior to adoption, the Association shall be allowed to bring to the attention of the Board, through the Superintendent, any date, or dates, that it feels should be considered as non-school days.
2. The in-school work year of teachers employed on a ten (10) month basis shall not exceed one hundred ninety (190) days. The in-school work shall include days when pupils are in attendance, orientation days, and any other days for which teacher attendance is required.
3. A part-time teacher is a teacher who works less than full time.
4. Any additional days needed to fulfill the State requirement shall be added at the end of the school year and not taken from established vacation time.

- B. 1. The teacher's work day shall not exceed seven (7) hours for full time teachers, except where their presence is required at faculty meetings, workshops, and other such meetings scheduled by the administration. On Fridays, P.T.O. nights, and the days preceding holidays, teachers may leave at the close of the school day. Teachers shall remain in school at least until the last bus has departed.

2. Commencing with the 1992-93 school year, Bayberry School hours for teachers will remain as presently exists, 8:30 A.M.-3:30 P.M., the seven (7) hour day stipulated by contract. The school day for students will begin at 8:50 A.M. and end at 3:00 P.M. Teachers will be in classrooms at 8:35 A.M.

C. Based on the Board of Education's current year's Budget Plans, teachers will not be required to perform the following duties except in emergencies as determined by the administrators and/or the Board of Education.

1. Supervision of the outside loading and unloading of children on school buses at Valley View School and the unloading of children at Bayberry School.
2. Playground supervision of children before school and following the lunch period.
3. Classroom custodial responsibilities beyond the normal, reasonable care of the room as determined by the building principal.

ARTICLE VII

PERSONNEL FILE

A. File

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

B. Obsolete Material

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

C. Derogatory Material

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

D. No Separate File

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

ARTICLE VIII

TEACHER EVALUATION

A. Nontenure Teachers

1. Nontenure teachers shall be evaluated by the building principal, or in a building with no principal, the Superintendent, at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the evaluator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The first evaluation will occur no later than March 16. The dates of these evaluations may be waived by mutual agreement between the Board and the Association. Such evaluation in each instance shall consist of a least one period in classroom observation of at least 30 minutes. If a teacher is employed after the beginning of the school year, the evaluation dates and intervals will be pro-rated.
2. General Procedure (All Teachers)
 1. All observation of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher.
 2. A teacher shall be given a copy of any evaluation report at least one day before any conference to discuss it. The written evaluation shall be completed and in the teacher's possession within five (5) school days after the observation. No such report shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.
 3. The written evaluation is to be signed by the teacher before it is placed in the teacher's personnel file. At the teacher's discretion, the teacher may append a signed statement to the written evaluation.
 4. The written reports shall include:
 - a. Strengths of the teacher
 - b. Weaknesses of the teacher
 - c. Specific suggestions as to measures which the teacher might take to improve the teacher's performance in each of the areas wherein weaknesses have been indicated.

C. Specific Procedures

1. Refer to Teacher Evaluation Policy and Process Manual.
2. Teacher Evaluation Process Manual to be annually reviewed by the administration and teachers.

ARTICLE IX
EXTRA-CURRICULAR ACTIVITIES

- A. An extra curricular activity is an activity offered to a group of pupils in more than one class which meets on a frequent and regular schedule outside of regular school hours.
- B. Any compensated morning activity must be concluded by 8:30 A.M.

SET FEE ACTIVITIES

- A. The Board of Education agrees to pay the salaries listed below for extra-curricular activities approved by the Superintendent of Schools.
- B. Any new inclusion to the following list will be negotiated between members of the Board and the WBEA negotiating committee. A corresponding salary will be established.
- C. The level of effort for each set fee activity shall be mutually defined by the teacher, a representative of the WBEA and the Principal and, if necessary, the Superintendent, to assure satisfactory results.

SET FEE ACTIVITY	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Gr. 5-8 Boys' Basketball	1910.00	2049.00	2191.00
Gr. 5-8 Girls' Basketball	1910.00	2049.00	2191.00
Gr. 5-8 Boys' Track & Field	1059.00	1136.00	1215.00
Gr. 5-8 Girls' Track & Field	1059.00	1136.00	1215.00
Cheerleader Advisor	800.00	860.00	920.00
Girls' Softball	1059.00	1136.00	1215.00
Boys' Baseball	1059.00	1136.00	1215.00
Coord. of Extra Curr. Act.	1200.00	1290.00	1385.00
Jump Rope Team	800.00	858.00	918.00
Yearbook Advisor Max. of 4 (\$100 to be paid if project is initiated but not completed due to insufficient interest) (Reduction in type of yearbook presently produced will result in a change in the total number of advisors in consultation between the Superintendent, Principal and the teachers involved.)	983.00	1054.00	1128.00

ARTICLE X

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto, and made a part hereof, except that salaries of supplemental teachers shall be paid as described below. Salaries of teachers who work less than, or more than, the full school year shall be pro-rated.
1. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, ten (10) equal monthly installments, or twenty four (24) approximately equal semi-monthly installments.
 2. Teachers may individually elect to have up to ten (10) percent of their monthly salary deducted from their pay. These funds shall be placed in a savings account for the teachers and the account book shall be kept by the bank at the disposal of the teachers.
 3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
 4. Teachers shall receive their final June check and pay schedule for the following year on the last working day in June.
 5. All teachers shall be given notification of renewal or non-renewal of the contract for the following school year no later than April 30th of each year, and the teachers shall thereafter notify the Board of intention to accept or reject such contract, if offered, within two weeks after receipt of such notice.
 6. Upon employment, the Board shall determine on which step of the guide a teacher will be placed, plus credit for military service up to four (4) years. The Board may give credit for any other experience at its own discretion.
 7. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal under the law.
 8. Withholding of increments is not to be construed in any way to be a merit salary guide.

TEACHER SALARY GUIDE 1992-93

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>	<u>6-YEAR</u>
1	28,000	30,000	31,000
2	28,707	30,871	31,954
3	30,112	32,604	33,687
4	31,435	34,120	35,204
5	32,344	35,160	36,395
6	33,265	36,200	37,695
7	34,181	37,262	38,995
8	35,269	38,704	40,295
9	36,839	40,208	41,594
10	38,449	41,768	43,111
11	39,938	43,392	44,757
12	41,516	45,088	46,425
13	43,100	46,849	48,310
14	48,000	53,000	55,000
15	55,485	60,234	62,386

A. Effective July 1, 1969, additional compensation as listed below shall be granted for satisfactory completion of graduate and undergraduate college courses approved in advance by the Superintendent of Schools. Prior to the above date, only graduate courses apply toward additional compensation. All course credits must be earned subsequent to the Bachelor's Degree to qualify for additional compensation.

B. Course Credits:

B.A. + 12	375.00	M.A. + 12	375.00
B.A. + 24	725.00	M.A. + 24	725.00
B.A. + 36	850.00	M.A. + 30	1050.00
		6 Yr. Level	as described in C. below

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with written approval of the department chairman which leads to an educationally defined objective such as, but not limited to, a specialist degree, six-year level certificate, or doctorate degree.

D. Doctorate:

Any teacher who has earned a doctorate from a college or university whose accreditation is accepted by the Board of Education shall receive an additional \$2,000.00 above the step for which he/she qualifies on the six-year level.

E. Service Increment:

25 years teaching:	20 years in the District	\$1450
20 years teaching:	15 years in the District	\$1250
20 years teaching:	10 years in the District	\$1000
16 years teaching:	10 years in the District	\$800
20 years teaching:	Less than 10 years in the District	\$400

TEACHER SALARY GUIDE 1994-95

STEP	B.A.	M.A.	6-YEAR
1	30,200	32,400	33,500
2	31,497	33,862	34,937
3	32,613	34,942	36,107
4	33,447	35,956	37,218
5	35,955	37,975	39,236
6	36,619	39,741	41,003
7	37,672	40,952	42,390
8	38,745	42,163	43,905
9	39,812	43,400	45,419
10	41,078	45,080	46,933
11	42,908	46,832	48,447
12	44,783	48,649	50,213
13	46,517	50,541	52,131
14	54,825	59,390	61,404
15	62,865	68,241	70,677

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B. Course Credits:

B.A. + 12	375.00	M.A. + 12	375.00
B.A. + 24	725.00	M.A. + 24	725.00
B.A. + 36	850.00	M.A. + 30	1050.00

6 Yr. Level as described in C. below

Course credits may be earned prior or subsequent to the awarding of the M.A. degree.

C. The six-year level consists of 30 graduate credits earned subsequent to the earning of the M.A. and in a program approved by an institution of higher learning or with written approval of the department chairman which leads to an educationally defined objective such as, but not limited to, a specialist degree, six-year level certificate, or doctorate degree.

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25 years teaching: 20 years in the District	\$1450
20 years teaching: 15 years in the District	\$1250
20 years teaching: 10 years in the District	\$1000
16 years teaching: 10 years in the District	\$800
20 years teaching: Less than 10 years in the District	\$400

ARTICLE XI

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Watchung Borough Education Association, the Somerset County Education Association, the New Jersey Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 52:14-15 and under rules established by the State Department of Education.

ARTICLE XIII

SICK LEAVE

- A. As of September 1, 1980, all teachers employed as of the first official day of each school year, shall be entitled to twelve (12) sick leave days whether or not they report for duty that day. Unused sick leave shall be cumulative.
- B. Additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
- D.
1. Unused sick days will accumulate at regular yearly intervals.
 2. Reimbursement at retirement for accumulated unused sick days is capped at 200 days.
 3. The total number of accumulated sick days will remain available for the teacher to use in case of illness.
- E. Payment upon retirement for unused sick leave:
- | | |
|---------|-----------------------|
| 1992-93 | \$50 per day to limit |
| 1993-94 | \$55 per day to limit |
| 1994-95 | \$60 per day to limit |

The retiring staff member will receive a lump sum payment and be responsible for paying all State, Local, and Federal taxes and FICA payments. The employee may elect a lump sum payment at the time of retirement or on January 1 of the year following the effective date of retirement. In the event that the employee predeceases the payment, payment shall be made to the estate.

- F.
1. In order to be eligible for the retirement benefit, the Board must be notified in writing of the intent to retire by February 15 of the year in which the teacher intends to retire. The year of retirement is the year in which the person was actually performing contracted duties. In the case of a **bona fide** emergency, this notification requirement could be waived at the Superintendent's discretion in consultation with the Board.
 2. The Board Office must complete and submit the "Certification of Service and Final Salary" to the Division of Pensions, Bureau of Retirement, or be in receipt of the request of the request for such action from the Pension Fund.
 3. The reimbursement due will be paid upon the receipt of a copy of the Resolution of the Governing Board of the Teachers' Pension and Annuity Fund in the Board Office as long as this "Notice of Retirement Approval" is received within one year of the retirement date.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1972-73 school year, teachers shall be granted the following temporary, non-accumulative leaves of absence with full pay each year:
1. Up to three (3) days of absence for legal, business, household, medical or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for such leave shall be made, in writing, at least three (3) days before taking such leave (except in emergencies). The application for such leave shall certify that the matter requires absence during school hours, but need not state the reason for taking such leave. No personal days will be available on the day before or after the following vacations: Thanksgiving, December, February, and April. In the case of a bona fide reason, this limitation can be waived at the Superintendent's discretion.
 2. Days at the discretion of the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
 3. Up to two (2) days each for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations.
 4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
 5. Up to five (5) days in the event of illness of teacher's spouse, child, parent, or any other relative of the immediate household that requires the attendance of the teacher.
 6. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, parent, brother, sister, or spouse's parent or any other relative of the immediate household.
 7. Up to two (2) days per year for attendance at funerals of friends or relatives not covered in Paragraph 6.
 8. Other extension of a specific leave of absence with pay may be granted by the Board for good reason.
- B. Leave time and pay for temporary active duty of any unit of the U.S. Reserves or the State National Guard, shall be provided as required by law, provided such obligations cannot be fulfilled on days when school is not in session.
- C. Leaves taken pursuant to Section A and B shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay for one (1) or two (2) school years shall be granted to any one tenured teacher at only one time who joins the Peace Corps, VISTA, or National Teacher Corps; or serves as an exchange teacher, overseas teacher, and is a full time participant in either of such programs; or accepts a Fulbright Scholarship, or teaches in an accredited college or university.

B. Military leave shall be granted as provided by law.

C. Child Care Leave

A teacher may request a leave of absence for child care, without pay, and such leave shall be granted by the Board subject to the following provision. It shall be the obligation of the teacher to notify the Superintendent, in writing, of his or her intention to take child care leave, 60 days prior to when the leave is expected to commence. A child care leave shall be limited to a maximum of two years. If all or part of the second year is requested, the Board may, at its discretion, require the teacher to return at the beginning of the nearest school year.

D. Maternity Leave

Maternity leave shall be defined as the actual period of disability due to pregnancy or a related illness. Maternity leave will be routinely given for the two month period surrounding the teacher's due date. Any additional claim of disability would require a physician's signature. Accumulated sick leave may be used for maternity leave at the discretion of the teacher involved.

E. Other leaves of absence without pay may be granted by the Board for good reason.

- F. 1. Upon return from leave granted, pursuant to Section A or B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C of this Article. Granting of increment credit for time spent on a leave pursuant to Section D of this Article shall be at the discretion of the Board.
2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, if and when such leave becomes part of this Agreement, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a position within his certification.

ARTICLE XVI

INSURANCE PROTECTION

Health Care Insurance - Will be changed as per State directive:

As of the beginning of the 1972-73 school year, the Board will provide the health care insurance protection, as outlined in the New Jersey State Health Benefits Plan, henceforth referred to as State Plan, and as designated below. The Board shall pay the full premium for each qualified teacher and in cases where appropriate, the Board will pay full premium for spouse and dependents. To be qualified, a teacher must be employed at 3/5 or more of full-time salary. Any teacher on the 1969 staff who has received insurance benefits, but who does not qualify under 3/5 or more salary requirement, shall continue to receive insurance benefits.

- A. The Board will make payment of insurance premiums to provide insurance coverage for teachers commencing with the starting date of their teaching contract and ending August 31st, subject to the following conditions:
 - 1. When an employee is new to the system and in maintaining, or plans to acquire, health care insurance for the initial 60-day waiting period required by the State Plan, the Board will reimburse the cost for a private coverage plan that provides coverage commensurate with the State Plan.
 - 2. The maintaining, or acquisition of this coverage for 90 days and submission of paid receipts for reimbursement, is the responsibility of the employee.
 - 3. Enrollment in the State Plan is the responsibility of the Board of Education upon the employee's submission of an enrollment application.
- B. Provisions of the State Plan are detailed in the master policy and shall include, but not necessarily be limited to:
 - 1. Hospital room and board and miscellaneous costs
 - 2. Rider "J"
 - 3. Outpatient care
 - 4. Pre-admission testing
 - 5. Extended basis outpatient benefits
 - 6. Maternity costs
 - 7. Surgical costs
 - 8. Major medical coverage
 - 9. Transfer provisions upon retirement
- C. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher, in the form of a booklet, a description of the State Plan.

Dental Care Insurance

- A. As of July 1, 1978, the Board will provide dental care insurance, as outlined in the Delta Dental Service Plan, Inc., Group #7101 plan. The Board will pay the premium for each qualified employee only. As of July 1, 1988, the Board will provide dental care insurance for employee and spouse, as outlined in the Delta Dental Plan, Inc., Group #7101, plan.
- B. Upon acceptance of application for insurance, upon changes in the insurance programs, or upon request, the Board will provide to each teacher in the form of a booklet a description of the plan.
- C. Upon acceptance of application for insurance, each teacher will be provided with a certificate of such insurance, and all rights of insured teachers will be determined by the actual terms of such certificate and the master contract. The Board shall not be responsible to the insured teacher for any error or omissions herein, or in such certificate or master policy.
- D. The Association will agree to a change of insurance carrier for the group Dental Plan provided that the new carrier offer the same coverage with no changes in benefits which result in a diminished level of benefit.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be printed with costs shared by the Association and the Board within ninety (90) days after the Agreement is signed and presented to all teachers now employed and hereafter employed.
- C. The following benefits of this Agreement shall be pro-rated for a teacher who works less than the full year:
- Sick Leave, Article XIII
 - Professional Improvement, Article XII
 - Temporary Leave of Absence, Article XIV, Paragraph A-1, A-7
- with the following adjustments in personal days (Temporary Leave of Absence, Article XIV, Paragraph A-1):
- Salaried teachers who work full days will have the following adjustment for personal days:
1. Three day per week teachers who would have 1.8 personal days will receive 2.0 personal days.
 2. Four day per week teachers who would have 2.4 personal days will receive 3.0 personal days.
 3. Unused personal days will be paid at the fractional personal day calculation; i.e., 1.8 or 2.4 days.
- D. If any provision 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.
- E. 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, the 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 covered by the contract, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated this contract.

ARTICLE XVIII

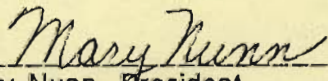
DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 1992, and shall continue in effect until June 30, 1995.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

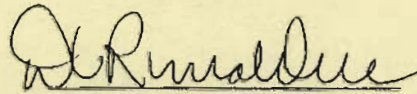
In witness thereof, the parties hereto have caused this Agreement to be signed by the respective presidents and witnessed by the respective secretaries on the 22nd day of May, 1992.

WATCHUNG BOROUGH EDUCATION
ASSOCIATION

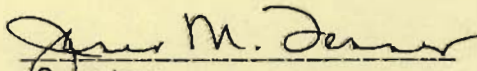


Mary Nunn, President

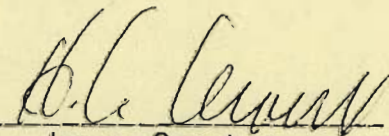
BOARD OF EDUCATION
BOROUGH OF WATCHUNG
COUNTY OF SOMERSET, N.J.



Donald Runaldue, President



Secretary



H. Leo Leroux, Secretary

5-22-92

Date