

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**OF THE**

**BOROUGH OF WASHINGTON**

**And**

**THE WASHINGTON EDUCATION ASSOCIATION**

**JULY 1, 2006 THROUGH JUNE 30, 2009**

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PREAMBLE

THIS AGREEMENT by and between THE BOARD OF EDUCATION OF THE BOROUGH OF WASHINGTON, Warren County, New Jersey, hereinafter referred to as the “Board” and THE WASHINGTON EDUCATION ASSOCIATION, hereinafter referred to as the “Association,” shall be effective from July 1, 2006 through June 30, 2009.

WITNESSETH:

WHEREAS, the Board and the Association, pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A.34: 13A-1, et seq C. 303 L. 1968 as amended and supplement), have engaged in negotiations as a result of which the parties have reached understanding.

NOW, THEREFORE, in consideration of the covenants herein set forth, is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. DEFINITION OF COLLECTIVE UNIT

For the term of this Agreement, the Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time and regular part-time personnel as defined below employed or to be employed by the Board.

1. The Association shall represent the following employees:
  - a. Certified employees: Classroom teachers, special teachers, reading teachers, nurses, librarians, and Child Study Team members.
  - b. Non-certified employees: Secretaries, in-district classroom and personal aides, and custodians.
2. The Association shall not represent:
  - a. Certified employees: Principals and all other supervisory personnel.
  - b. Non-certified employees: Administrative Assistants; Assistant Board Secretary; Substitute Custodians; Substitute Secretaries, and Lunch Program Employees.
  - c. Any per diem substitute, temporary, or short-term employee.
3. Unless otherwise specifically stated in the Agreement or the context clearly indicates otherwise, the following terms shall refer to the employees included in the negotiating unit represented by the Association as above defined and shall include both male and female as well as singular and plural.
  - a. “Teacher” shall refer to all certified professional employees.
  - b. “Secretary” shall refer to all secretaries.

- c. "Aide", "Classroom Aide", and "Personal Aide" shall refer to all in-district classroom aides.
- d. "Custodian" shall refer to all custodians.
- e. "Teaching Staff" shall refer to the members of the bargaining unit who are teachers as defined above.
- f. "Support Staff" shall refer to the members of the bargaining unit who are aides, secretaries or custodians as defined above.
- g. "Employee" and "Unit Member" shall refer to any member of the bargaining unit.

## ARTICLE II

### NEGOTIATION AGREEMENT

#### A. BARGAINING UNIT

For the term of this Agreement, the Board agrees not to negotiate with any organization other than the Association concerning employees in the negotiating unit as defined in Article I, Recognition, of this Agreement.

#### B. AMENDMENTS

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### C. FINAL AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of collective negotiations.

1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations.
2. The parties further acknowledge that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

### ARTICLE III

#### NEGOTIATION OF SUCCESSOR AGREEMENT

##### A. DEFINITION OF NEGOTIATIONS

During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counterproposals. Each party agrees to consider the proposals of the other in good faith.

##### B. COMMENCEMENT OF NEGOTIATIONS

Negotiations for the Agreement covering 2008-2009 school year shall commence on or before the date defined in the PERC guidelines, as provided and Agreement for the school year 2008-2009 has been executed by the parties. Negotiations may commence prior to the PERC guidelines, but no earlier than October 15th.

##### C. NEGOTIATION COMMITTEES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE IV (A)

TEACHER WORK YEAR

A. WORK YEAR

The in school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-seven (187) days.

1. The in-school work year shall include days pupils are in attendance, orientation days other than new teacher orientation days, and any other days on which teacher attendance is required.
2. Once the work year has been established, it shall not be changed by the Board without sufficient business justification.

B. SCHEDULING

1. The full day schedule:
  - a. The teachers' full day schedule shall consist of six (6) hours and fifty (50) minutes.
  - b. The students' full day shall consist of six and one half (6 1/2) - hours.
  - c. Teachers shall report to their buildings ten (10) minutes before the students' day begins, and may leave for the day ten (10) minutes after student dismissal, except when teachers have morning supervision, detention or tutorial duties
  - d. The teachers' lunch period shall consist of thirty-five (35) minutes.
  - e. No special classes will begin or end within five (5) minutes of any exit of entrance time or lunch period to provide transition time for the students.

- f. Planning or preparation periods shall be comprised of a minimum of two hundred fifty (250) minutes per week, except where limited by field trips, the compressed day schedule, or other special circumstances.
    - i) Prep times shall not be reduced for any teacher on a per weekly basis.
    - ii) Prep times on the compressed schedule shall be thirty (30) minutes.
  - g. Teachers shall have input in the scheduling of classes. A reasonable period
  - h. In addition to the full day schedule set forth above, and in addition to detention, homework assistance time, tutorial time or conference time, each teacher shall be responsible for an additional 30-40 pre-school day and/or post-school day hours of work per academic year at no additional compensation. It being understood that there is four (4) marking periods per school year of forty-five (45) days duration each. These hours shall be at the discretion of the teacher.
2. The compressed day schedule.
- a. The teachers' workday shall end five (5) minutes after the students in their buildings are excused, except when teachers have detention or tutorial duties.
  - b. The compressed schedule for teachers will include a thirty-five (35) minute lunch period and a thirty (30) minute prep period.
  - c. On the days of the two school-wide Halloween and Christmas parties, the compressed schedule will be in effect, except that the students and teacher will be in attendance for the entire regular school day.
  - d. The compressed schedule will be implemented on the following days:

- i) On the last day of school immediately preceding Thanksgiving Day and the Christmas holidays.
- ii) On the days of school-wide parent/teacher conferences.
- iii) On the days of the half-day workshops or in-services.

C. SPECIAL OBLIGATIONS

In recognition of the teachers' responsibilities and obligations that extend beyond the regularly scheduled school hours into the evening, all classroom teachers whose students are involved and all special teachers shall attend:

1. Parent - Teacher Conferences

The schools will be on the compressed schedule to provide the teachers compensatory time.

- a. All parental requests for appointments within the designated kindergarten, primary, or intermediate conference time frames shall be honored.
- b. All professional staff members will remain in the building until their respective daily conference obligations are fulfilled.
- c. Teachers shall be compensated by payment at the hourly rate for school-wide conference hours that exceed fourteen (14) hours per school year. Teachers requesting payment at the hourly rate shall submit a time sheet to the Board Secretary. Failure to submit a proper time sheet the thirtieth (30<sup>th</sup>) day of the month following the completion of the second conference period shall constitute a waiver of the payment.

2. Back to School Night

The obligation to certified staff will be one hour and 30 minutes. The Child Study Team, which serves children in both buildings, shall provide at least two (2) representatives for each of the three (3) Back to School Night events.

3. Special Events

All teachers must participate in two (2) other school-wide events, such as a Spring Fair, Student Fair or a Science Fair. Maximum time for each event will be three (3) hours.

4. Honors Programs

Will be determined by the Superintendent.

5. Promotional Exercises

Will be determined by the Superintendent.

ARTICLE IV (B)

SUPPORT STAFF WORK YEAR

A. WORK YEAR

Once the Board has established the work year for the support staff, said work year shall not be changed without sufficient business justification.

B. SECRETARIAL AND CUSTODIAL WORK YEAR

1. Secretaries and custodians who are members of the bargaining unit may be employed on a ten (10) or twelve (12) month basis.
  - a. The work year for (10) month employees shall be from September 1<sup>st</sup> through June 30<sup>th</sup>.
  - b. The work year for twelve (12) month employees shall be from July 1<sup>st</sup> through June 30<sup>th</sup>.
  - c. Ten (10) month employees who work beyond the normal work year will be compensated at their hourly rate.

C. IN-DISTRICT CLASSROOM AND PERSONAL AIDE WORK YEAR

1. Classroom and personal aide shall be a per diem position for the term the Board deems appropriate for the individual position.
2. The maximum work year for classroom and personal aides shall be one hundred eighty-seven (187) days, contingent upon class enrollment and District needs.
3. The Superintendent or his designee shall determine the needs of the district regarding employment of classroom and personal aides should class size increase or decrease, based upon such educational considerations as class profiles, class routines, quarterly and/or semester demands etc. Should the classroom enrollment decrease sufficiently during the course of the school year, the classroom aide shall be given a fifteen (15)

calendar day notice of termination, excluding a “personal aide,” who may be immediately terminated from the position.

- 4. Classroom and personal aides shall report to work whenever students are attending school from September 1<sup>st</sup> through June 30<sup>th</sup>.
- 5. The Superintendent shall determine if classroom and personal aides should attend scheduled teacher’s in-service.
- 6. The board will not grant tenure to any in-district classroom and personal aide for whom such tenure has not been mandated by law.

D. SECRETARIAL AND CUSTODIAL VACATIONS

- 1. All twelve (12) month secretarial and custodial vacation requests shall be submitted by May 15<sup>th</sup> to the Superintendent for coordination and approval.
- 2. In all circumstances, the needs of the District shall prevail in the scheduling of said vacations.
- 3. Vacations shall be granted according to the following schedule based upon successful completion of one (1) year of employment as per the job description:

| <u>Years of Service</u>                                      | <u>Vacation Days</u> |
|--|----------------------|
| After 1 year   | 5 days               |
| After 2 through 5 years                                      | 10 days              |
| Beginning the 6 <sup>th</sup> through 10 <sup>th</sup> years | 15 days              |
| Beginning the 11 <sup>th</sup> year and thereafter           | 20 days              |

E. SECRETARIAL AND IN-DISTRICT CLASSROOM AIDE HOLIDAYS

- 1. Secretaries and in-district classroom and personal aides shall receive the same holidays and snow days, as does the teaching staff during the school year.

2. Twelve (12) month secretaries shall also have the Labor Day and Independence Day holidays.

F. CUSTODIAL HOLIDAYS

1. Custodians shall receive the following holidays:

|                               |                  |
|-------------------------------|------------------|
| Labor Day                     | New Years Eve    |
| Friday of the NJEA Convention | New Years Day    |
| Thanksgiving Day              | Presidents Day   |
| Friday after Thanksgiving     | Good Friday      |
| Christmas Eve                 | Memorial Day     |
| Christmas Day                 | Independence Day |

2. If a holiday falls on a Saturday the Friday immediately preceding is a holiday. If a holiday falls on a Sunday, the Monday immediately following is a holiday.

G. REDUCTION IN FORCE.

When two (2) or more tenured secretaries or tenured custodians who are covered by this Agreement are employed in the same classification of employment in which a position is abolished, the reduction shall be performed in accordance with State regulations.

ARTICLE V (A)

TEACHING HOURS AND TEACHER LOAD

A. TEACHER'S DAY

On school days preceding holidays or vacations, reasonable effort shall be made to end the teachers' regular day five (5) minutes after the close of the pupils' day.

B. COMMITTEE WORK

The Association shall provide faculty members who shall serve as resource and advisory persons to Board Committees. In addition to the regular work day, each faculty member shall be prepared to serve on one (1) after school or evening hours committee as needed to meet with the appropriate Board committee each school year without compensation or compensatory time. If there are no volunteers for committees, the Washington Education Association officers shall assign employees to committee work.

1. Whenever possible, the Association will attempt to place teachers on committees which relate to each individual's interests or concerns.
2. A teacher shall be prepared to attend any one such committee meeting for no more than ninety (90) minutes, after which period the teacher may choose to leave or stay without compensation or release time.
3. Teachers may volunteer to be members of additional committees, also without stipend or compensatory time.
4. Board committees requiring such teacher interaction would include but not be limited to the Policy Committee and the Curriculum Committee.
5. The Association shall also provide teacher volunteers to serve on the Board/Faculty Liaison Committee, which shall meet at least once a month.

6. The purpose of such committee meetings is to improve the educational quality of the District, to consider issues of importance to the District, making recommendations thereon, and to suggest improvements that would benefit the students, the parents, the community, the teachers, the staff, the administration and/or the Board.

C. FACULTY AND PROFESSIONAL MEETINGS

Teachers may be required to remain at the end of the regular work day for the purpose of attending faculty or other professional meetings on four (4) Mondays each month, and at times of emergency.

1. Emergencies shall be determined at the discretion of the administration, and shall override the following provisions 2, 3, and 4.
2. A joint faculty meeting will be held on the first Monday of each month. The location of the meeting will alternate between the schools. Joint meetings held at Memorial School will begin no later than 3:20 p.m. Joint meetings held at Taylor Street School will begin no later than 3:10 p.m. The length of the meeting shall not exceed fifty-five (55) minutes.
3. Such meetings shall not be called on Fridays, or on any workday immediately preceding a holiday, or on any day in which the teachers are required or requested to return in the evening.
4. Notice of the general agenda for any such meeting shall be given to all teachers involved by noon of the scheduled date of the meeting. Teachers shall have the opportunity to suggest additional items for the agenda.
5. An Association representative may speak to the teachers at the termination of any such meeting, including in time of emergency.

D. PREPARATION TIME

Preparation time for all teachers shall follow the guidelines outlined in Article IV, Staff Work Year.

E. COMPENSATION OUTSIDE OF WORK DAY

Staff shall be compensated at the rate of \$29.00 per hour for all hours worked outside of the regular workday for curriculum development, detention, homework assistance and tutorial assistance. This hourly rate shall increase to \$30.00 in 2007-2008 and to \$31.00 in 2008-2009. No compensation shall be given for contractually mandated activities (i.e, parent-teacher conferences, back to school night, special events, etc.). Compensation, if any, for other assignments outside the workday shall be negotiated between the Board and the Association prior to the assignment.

ARTICLE V (B)

SUPPORT STAFF HOURS

A. SECRETARIAL HOURS

1. The regular workday for all secretaries shall consist of seven (7) hours per day, exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch period.
2. Secretarial “Summer hours” shall consist of five and one-half ( $5 \frac{1}{2}$ ) hours per day, exclusive of a one-half ( $\frac{1}{2}$ ) hour lunch period. The length of the lunch period shall be increased to one (1) hour provided that the number of hours worked does not decrease. “Summer hours” shall begin one (1) week after school ends and shall terminate one (1) week before the beginning of the student school year.

B. CUSTODIAL HOURS

1. The regular workday for all custodians shall consist of eight (8) hours per day, inclusive of a one-half ( $\frac{1}{2}$ ) hour meal break.
2. “Summer hours” for custodians shall consist of seven and one-half ( $7 \frac{1}{2}$ ) hours per day, inclusive of a meal break. During “summer hours”, all custodians shall be assigned to the day shift, except in case of emergency where it is necessary to assign custodians to other than the day shift.

C. IN-DISTRICT CLASSROOM AND PERSONAL AIDE WORKDAY

The classroom and personal aide work day shall be consistent with the teacher work day inclusive of a 35 minute lunch period.

## ARTICLE VI

### NON-TEACHING DUTIES

- A. Payment for an increase in regularly scheduled duties to which a bargaining unit member is assigned is mandatorily negotiable. A written job description and a negotiated and written salary agreement should be in place prior to assignment whenever possible.
- B. A written job description and a mandatory negotiated and written salary agreement should be in place prior to assignment whenever possible.
- C. At least two (2) but no more than three (3) certified staff excluding school nurses in each building shall be assigned, without stipend or other compensation and on a rotating basis, by the administration to supervise students as the children gather for the ten (10) minutes prior to the time noted.
- D. In the event of inclement weather or unsafe conditions, when students are admitted into the building by the administration, a maximum of two (2) teachers shall be assigned to supervise students in each building but no more than ten (10) minutes prior to the time noted.
- E. Standardized tests and their equivalent shall be machine-scored.
- F. Employees shall not drive students to activities that take place away from school building.
- G. Teachers may be assigned to lunch period and lunch playground duties, if these duties do not interfere with classroom teaching, contractual teacher planning time and thirty five (35) minute duty free lunch period. These assigned duties will be without stipend or other compensation.
- H. Teachers shall apply for payment for hourly rate duties on monthly basis using time sheets obtained from the Board Secretary. Failure to submit a proper time sheet by the thirtieth (30<sup>th</sup>) day of the month following the month in which the duties were performed shall constitute a waiver of payment for said duties.

- I. Detention. The Association shall ensure full coverage of homework assistance services for four (4) days per week during the school year to the children of the district. Payment at hourly rate.
- J. Homework Assistance. The Association shall ensure full coverage of homework assistance services for four (4) days per week during the school year to the children of the district. Payment at the hourly rate.
1. No child who requests or whose parents or teacher or administrator, or Child Study Team member, or guidance counselor requests, refers to, or recommends for homework instruction services will be denied such services.
  2. The attending teacher shall specifically offer each child assistance, instruction and guidance at least once in each session and honor any child's request for same throughout the session.
- K. Tutorial. The Association shall ensure full coverage of tutorial services to every child who requests or whose parent or teacher or administrator, or Child Study Team member or guidance counselor request, refers to, or recommends for tutorial services. Payment at the hourly rate. Approval of the Superintendent or his designee is a prerequisite for all tutorial instruction.

## ARTICLE VII

### FACILITIES

- A. Each school shall have the following facilities for teaching staff members:
1. Space in each classroom where teachers may store instructional materials and supplies.
  2. A teacher work area containing adequate equipment and supplies, as determined by the administration, to aid in the preparation of instructional materials.
  3. A serviceable desk and chair for the exclusive use of each teacher.
  4. A communication system so that teachers can communicate with the main building office from their classroom.
  5. Suitable closet space for each teacher's use, to store coats, overshoes, and personal articles.
- B. Each school shall have the following employee facilities:
1. An appropriately furnished room as determined by the administration, which shall be reserved for the exclusive use of employees as a lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, the custodial staff shall clean it regularly.
  2. Clean and well-lighted employees' rest rooms separate for each sex and separate from the students' rest rooms.

ARTICLE VIII

BOOKS AND OTHER INSTRUCTIONAL MATERIALS

- A. Teachers purchasing materials and/or supplies with advance written approval of the superintendent or his designee shall be reimbursed upon submission of a receipted invoice and a properly completed voucher for the purchase of such items.
- B. Teachers will have a reasonable opportunity to review textbooks and materials proposed by the administration and to submit to the principal comments and recommendations regarding the same.

ARTICLE IX  
EVALUATION

- A. The following procedural matters shall apply to the observation and evaluation process, unless inconsistent with any statute or regulation.
1. A teacher shall be given a copy of any class visit or evaluation report prepared by their evaluators at least one (1) day before any conference to discuss it.
  2. No report shall be filed until a teacher has had an opportunity to confer with the evaluator concerning the same, which conference shall occur within five (5) days of receipt by the teacher of a copy of the report.
  3. Prior to the filing of any evaluation report, the teacher shall have the right to comment upon the report in writing, and such comment shall be attached to and filed with the report.
  4. Upon request, the teacher, at their own expense, shall be entitled to a copy of any non-confidential material from their professional file.
- B. The evaluation process for support staff shall be as follows:
1. An employee shall be given a copy of any evaluation report prepared by their evaluators at least one (1) day before any conference to discuss it.
  2. No report shall be filed until an employee has had an opportunity to confer with the evaluator concerning the same, which conference shall occur within five (5) days of receipt by the employee of a copy of the report.
  3. Prior to the filing of any evaluation report, the employee shall have the right to comment upon the report in writing, and such comment shall be attached to and filed with the report.

4. Upon request, the employee, at their own expense, shall be entitled to a copy of any non-confidential material from their file.

ARTICLE X

GRIEVANCE DEFINITION

A. GRIEVANCE DEFINITION

1. The term “grievance” as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, appliance or violation of policies, agreements, and administrative decisions affecting said employee or group of employees.
2. No grievance may proceed beyond Level Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations (Title 6), incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Level Three herein.

B. PURPOSE OF GRIEVANCE PROCEDURE

The Grievance Procedure is intended to resolve differences concerning this Agreement at the lowest possible level, in as informal and confidential a manner as appropriate at any level of this procedure.

C. EXCLUSIONS FROM GRIEVANCE PROCEDURE

The term grievance shall not apply to any situation that pertains to:

1. Any matter for which a review is prescribed by law;
2. Any rule or regulation of the State Commissioner of Education;
3. Any matter that, according to law, is either beyond the scope of Board authority or limited to the action of the Board alone.

4. Dismissal or failure to renew a contract of a non-tenured employee if for other than disciplinary reasons;
5. Disputes involving the discipline of employees, both tenured and non-tenured, shall be governed by the appeal procedure set forth in Title 18 A and other applicable statutes and regulations; and
6. Obtaining any matter or result that the Association raised or could have raised at the bargaining table during the negotiations which led to this Agreement.

D. GENERAL GRIEVANCE PROCEDURE

A grievance must be initiated by the employee, who for the purpose of this Article shall be called the “grievant,” within ten (10) school days from the time when the grievant knew or should have known of its occurrence.

1. The number of days indicated at each level should be considered as maximum. Every effort should be made to expedite the process.
2. For grievances filed in June, both parties shall make every effort to resolve the matter by the end of the school year.
  - a. If a grievant is not resolved by the end of the school year, the Association may resubmit the grievance at the then current level by September 15 of that year. Failure to resubmit the grievance by that date shall indicate that the grievance has been dropped by the Association.
3. In order for a grievance to proceed beyond Level One, the grievant shall submit a written statement in reasonable detail of the facts underlying the grievance, specifying which sections of the Agreement are alleged to have been violated and the relief sought.

4. The foregoing procedures are not intended to provide an opportunity for Board representatives to delay or frustrate the proper processing of a grievance.
  - a. Therefore, if a Board representative denies a grievance for failure to comply with the foregoing provisions, and if the grievant can successfully demonstrate through the grievance process that the contention of the Board representative is frivolous, the grievance will be reinstated for processing on its merits and the Board shall reimburse the Association for all fees and costs incurred by the Association in successfully so demonstrating.
  - b. If the Board can successfully demonstrate through the grievance process that the contention of the Association is frivolous and without merit, the association shall reimburse the Board for all costs and fees incurred by the Board in successfully so demonstrating.

E. RIGHT TO REPRESENTATION

Any grievant may be represented at all stages of the grievance by themselves or, at their option, by a representative selected or approved by the Association.

F. MEETINGS AND HEARINGS

In accordance with the Open Public Meetings Act, all meetings and hearings under this procedure shall provide the right of any employee to discuss their grievance at the Board level in public should they so desire.

G. LEVEL ONE GRIEVANCE - PRINCIPAL OR IMMEDIATE SUPERIOR

The purpose of the Level One grievance is to resolve a matter as informally as possible.

1. The grievant shall first inform their principal or immediate superior that the conversation shall constitute a Level One grievance. The grievant may choose to speak through the Association's designated representative.

2. The grievant or their representative shall state in reasonable detail the facts underlying the grievance, the sections of the Agreement that are alleged to have been violated and the relief sought.

H. LEVEL TWO GRIEVANCE - SUPERINTENDENT

1. A grievance may proceed to Level Two:
  - a. If the grievant is not satisfied with the disposition of their Level One grievance, or
  - b. If no decision has been rendered within three (3) school days after the presentation of said grievance.
2. The grievant may file the grievance in writing with the Association:
  - a. Within five (5) school days after the decision at Level One; or
  - b. Then (10) school days after the grievance was presented as a Level One grievance.
3. The grievance shall include:
  - a. A statement showing reasonable detail the facts underlying the grievance and the sections of the Agreement that are alleged to have been violated.
  - b. A copy of the decision made at Level One, when such document exists.
  - c. A clear statement of the reasons for the appeal of that decision.
  - d. The relief sought.
4. The Association shall refer the grievance to the superintendent within five (5) school days of the filing.
5. The superintendent shall meet with the grievant within five (5) school days of receipt of the grievance from the Association in an attempt to resolve the issue.
6. Within five (5) school days after the meeting described immediately above in Article X, Paragraph E, the superintendent shall submit his written decision to the grievant and the Association.

I. LEVEL THREE GRIEVANCE - THE BOARD

1. If the grievant is not satisfied with the disposition of their grievance at Level Two, they may file a grievance in writing with the Board within five (5) school days after the decision at Level Two.
2. The grievance shall include:
  - a. A description of the original grievance, showing in reasonable detail the facts underlying the grievance and the sections of the Agreement that are alleged to have been violated.
  - b. A copy, if any, of the decision rendered at Level One.
  - c. A copy of the decision rendered at Level Two.
  - d. A clear statement of the reasons for the appeal of that decision.
  - e. The relief sought.
3. The Board shall hold a hearing and render a decision in writing to the grievant and the Association within thirty (30) school days of the receipt of the grievance.
4. In accordance with the Open Public Meetings Act, all meetings and hearing under this procedure shall provide the right of any employee to discuss their grievance at the Board level in public should they so desire.

J. LEVEL FOUR GRIEVANCE - ARBITRATION

1. If the grievant is not satisfied with the disposition of their grievance at Level Three, they may within five (5) school days request, in writing, that the Association submits the grievance to arbitration.
2. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within (5) school days after receipt of the request by the grievant.

3. Within ten (10) school days after receiving written notice of such submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within a specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or the Public Employment Relations Commission ("PERC") by either party.
4. The arbitrator's written decision shall be submitted to the Board and the Association.
  - a. The arbitrator shall be limited to the issues submitted and shall consider nothing else.
  - b. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.
  - c. The parties disagree whether the arbitrator's award is advisory or binding. The Board believes the award is advisory only. The Association believes the award is binding.
5. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, as well as subsistence expenses, shall be borne equally by the Board and the Association, except when a contention is proven frivolous.
6. Any other expenses incurred shall be paid by the party incurring them, except when a contention is proved frivolous.

K. NO REPRISALS

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## ARTICLE XI

### SICK LEAVE AND ATTENDANCE PROGRAM

#### A. SICK LEAVE DAYS

All employees shall be entitled to ten (10) sick leave days for ten month employees each school year, and to a maximum of twelve (12) days per year for twelve month employees as of the first official day of said school year.

1. An employee whose contract begins after the start of the school year shall receive one (1) sick day for each month remaining in the contract, to a maximum of 10 days per year, for ten (10) month employees and twelve (12) days per year for twelve (12) month employees.
2. Unused sick leave shall be accumulated from year to year with no maximum limit.
3. An employee who has been absent for more than five (5) consecutive work days for illness must provide a doctor's excuse to the building administrator to receive payment for those days.

#### B. SICK LEAVE ACCOUNTING

Employees shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.

#### C. ATTENDANCE PROGRAM

1. Any tenured teacher who has accumulated forty (40) sick days or more shall be eligible to participate in the attendance program
2. The Attendance Program will pay \$50.00 per full day to tenured teachers who have used five (5) or fewer of their sick leave days in the school year. If a tenured teacher uses their third (3<sup>rd</sup>) personal day, that use will be charged as one (1) sick day.

3. Program Payment Schedule

Number of personal sick days during the year results in a stipend of:

|                        |          |
|------------------------|----------|
| 0 Sick Days Used.....  | \$500.00 |
| 1 Sick Days Used ..... | \$450.00 |
| 2 Sick Days Used.....  | \$400.00 |
| 3 Sick Days Used.....  | \$350.00 |
| 4 Sick Days Used.....  | \$300.00 |
| 5 Sick Days Used.....  | \$250.00 |

4. Those eligible for compensation must submit a voucher to the Board Secretary by the last day of school in June indicating their requested amount. Failure to submit a properly executed voucher by the last day of school in June shall constitute a waiver of the payment.
5. Eligible teachers will be paid by June 30 of the current school year.
6. There shall be no pro-rated compensation. Compensation is contingent upon completion of an entire school year.
7. The purpose of the program is to maintain continuity in the classroom.
8. For the purpose of this program, a half (1/2) day will be defined as three (3) hours and thirty (30) minutes from the start of the teachers' school day. Two (2) such half (1/2) days shall be considered one (1) full day.
9. If the Board becomes obligated to compensate teachers for unused sick days through legislation or otherwise, this plan shall have no further force or effect, and shall not be considered part of the current contract.

ARTICLE XII

SHORT - TERM LEAVES OF ABSENCE

- A. Employees shall be entitled to certain temporary non-accumulative leaves of absence with full pay each school year.
1. Three (3) days leave of absence for teacher staff members, a third unused personal day can transfer into a staff member's accumulated sick bank, and two (2) days leave of absence for support staff for personal, legal, business, household or family matters that require absence during school hours.
    - a. Personal business is defined as business of a personal nature that can only be transacted during school hours.
    - b. Requests for leave of absence shall be submitted in writing three (3) days in advance, except in the case of an emergency.
    - c. Requests shall be subject to the approval of the superintendent or his designee.
    - d. Except in cases of emergencies, no personal days shall be permitted on any school day immediately preceding or following a vacation period or holiday when the school is closed.
  2. Up to four (4) school days of leave may be provided at any one (1) time in the case of death of a member of the immediate family.
    - a. The immediate family shall include parent, husband, wife, brother, sister, child, or grandparent of the employee.
    - b. The death of any relative or close friend who had lived in the home of the employee for the six (6) months preceding such death shall also justify the granting of funeral leave.
    - c. Additional unpaid funeral leave may also be granted at the discretion of the Board.

3. Up to two (2) school days in case of illness of spouse or child requiring the presence of the employee.
4. Time necessary for a required appearance in any legal proceeding on behalf of the Washington Borough School District, except in the case of a suspended teacher (as per Article XVIII (A) Teacher Rights, Section E).

B. OTHER LEAVES

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

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. DISABILITY LEAVES

1. Disability leaves shall be unpaid leaves; except that qualified employees may utilize their available sick days for the period of disability.
2. An employee who anticipates disability shall notify their immediate superior and the Superintendent promptly in writing of the expected commencement of the disability.
3. The Board reserves the right to regulate the commencement and termination dates of disability leaves, including pregnancy-related disability leaves in order to preserve the effective functioning of and educational continuity in the District.
  - a. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier.
  - b. Time spent on unpaid leave shall not be counted for accrual of any benefits.

B. NEW PARENT LEAVES

1. New parent leaves, which include maternity, paternity, and adoption leaves are available only to employees who fully qualify as per law and who have been actively employed in the District for the full year prior to the requested leaves.
2. Should the definition of pregnancy be amended or altered through legislation or otherwise, this leave shall no further effect upon the Board.
3. Should the terms or definitions of “employee” be restricted, thereby narrowing the conditions or the field of individuals covered by the Family Leave Act, N.J.S.A 34:11B-1 et seq., this Agreement shall effectively be amended to reflect such alteration.

4. The qualified employee shall promptly provide documentation from the physician indicating the anticipated delivery date or from the court or adoption agency indicating the anticipated adoption date to the supervisor and the superintendent.
5. No later than (90) days prior to the anticipated adoption or birth, the qualified employee may request, pursuant to the Family Leave Act, N.J.S.A. 43:11B-1 et seq., an unpaid parental leave not in excess of twelve (12) weeks, during which the Board will pay for the employee's benefits, within one (1) year of the date of the actual adoption or birth.
6. The qualified employee may request instead and the Board may grant an unpaid parental leave for maximum of twenty-four (24) months, which shall include the twelve (12) week period during which the Board will pay for the employee's insurance benefits.
  - a. If the unpaid parental leave commences before an anticipated delivery date, disability leave may not be utilized by a pregnant qualified employee during the term of the maternity leave.
  - b. A pregnant employee utilizing this paragraph may specify that the unpaid parental leave will commence subsequent to the pregnancy-related disability.
7. No later than ninety (90) days prior to the anticipated delivery, a pregnant qualified employee may choose to request:
  - a. A disability leave which, unless otherwise approved, shall entitle the employee to utilize available sick leave days for the four (4) weeks prior to and the four (4) weeks following the actual delivery; and/or
  - b. An unpaid parental leave not in excess of twelve (12) weeks, during which the Board will pay for the employee's insurance benefits, within one (1) year of date of the actual delivery.

8. As with other extended leaves, the Board reserves the right to regulate the commencement and termination dates of parental leaves in order to preserve the effective functioning of and educational continuity in the District.
  - a. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier.
  - b. However, time spent on unpaid leave shall not be counted for the accrual of any benefits.
9. An employee who is on unpaid parental leave may apply for substitute status at the discretion of the Board.

C. SICK CARE LEAVES

1. Sick care leaves are only available to employees who fully qualify for such a benefit by law and who have been actively employed in the district for the full work year prior to the requested leave.
2. Should the terms or definition of “employee” be restricted, thereby narrowing the conditions or the field of individuals covered by the Family Leave Act, N.J.S.A. 34:11B-1 et seq., this Agreement shall effectively be amended to reflect such alteration.
3. The qualified employee shall promptly provide to the superintendent documentation from the physician verifying the need for a sick care leave.
4. Pursuant to the Family Leave Act, N.J.S.A. 34:11B-1 et seq., qualified employees may apply for unpaid sick care leave not exceeding twelve (12) weeks, during which the Board will pay for the employee’s benefits, in a twenty-four (24) month period to tend to the needs of that employee’s child, parent or spouse who has a serious health condition.

5. The qualified employee may request instead and the Board may grant an unpaid sick care leave for a maximum of twenty-four (24) months, including the twelve (12) week period referenced immediately above, during which the Board will pay for only twelve (12) weeks of the employee's benefits, to tend to the needs of that employee's child, parent or spouse who has a serious health condition.
6. An employee who anticipates requesting a sick care leave shall notify his immediate supervisor and the superintendent in writing of the requested commencement date of such a leave as soon as the employee can determine it.
7. The Board reserves the right to regulate the commencement and termination dates of anticipated sick care leaves in order to preserve the effective functioning of and educational continuity in the District.
8. Time spent on unpaid leave shall not be counted for the accrual of any benefits.
9. No more than twenty-four (24) months of unpaid sick care leave need be granted to any employee within a period of ten (10) work years.

D. MISCELLANEOUS LEAVES

Other requests for leaves of absence without pay may be granted by the Board upon application by an employee. The provision of any such miscellaneous leave to an employee shall not constitute a past practice.

E. RETURN FROM EXTENDED LEAVES OF ABSENCE

1. Notwithstanding the provisions of Paragraphs A.2, B.5, and C.4 of this Article. A teacher on an extended leave of absence who desires to return to work at the beginning of the school year shall be entitled to do so, provided notice of intention to return is given, in writing, to the superintendent no later than April 30.

2. Notwithstanding the provisions of Paragraphs A.3, B.8, and C.7 of this Article. A teacher who desires to return to work at the beginning of the third marking period shall be entitled to do so, provided notice of intention to return is given, in writing, to the superintendent no later than August 1 of the preceding year.
3. Notwithstanding the provisions of Paragraphs A.2, B.5, and C.4 of this Article. A support staff member on an extended leave of absence who desires to return to work at the beginning of the work year shall be entitled to do so, provided notice of intention to return is given, in writing, to the superintendent no later than January 1.
4. A support staff member returning from an extended leave agrees to work up to one (1) week without compensation to receive on-the-job training if the position's technique, technology or requirements have significantly changed.

F. MISCELLANEOUS

1. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return from extended leave.
2. An employee on an unpaid leave of absence shall not be eligible to receive or accrue benefits except as statutorily required.
3. To be eligible for a salary increment, all personnel must work at least five (5) months in the school year that the leave commences or terminates.
4. To be eligible for a salary increase, a 10-month support staff employee must work at least (5) months in the school year and a 12-month support staff employee must work at least six (6) months in the school year.

ARTICLE XIV

INSURANCE PROTECTION

A. INSURANCE COVERAGE

1. All newly hired staff after 7/1/03 receives single PPO coverage with option to purchase Traditional Plan while paying the district for cost differential. Following receipt of tenure Husband-Wife/Family PPO coverage with option to purchase Traditional Plan paying district for cost differential.
  - a. Individual hospitalization coverage as described below.
  - b. Each employee shall be given a description of the health care insurance coverage provided under this Article, to include conditions and limits of coverage as detailed below as may be provided by the insurance carrier.
  - c. Individual continuous coverage dental plan as described below in Section C.
  - d. Family coverage, according to the terms of the insurance carrier, may be offered to the non-tenured employee, provided that employee shall pay the difference in the cost of increased coverage.
2. The Board shall provide health care insurance protection designated below to tenured employees and support staff employees with three (3) years and one (1) day of continuous eligible employment.
  - a. Individual or full family hospitalization coverage, whichever is applicable, with a plan as described below in Section B.
  - b. Each employee will be given a description of the health care insurance coverage provided under this Article, to include conditions and limits of coverage as detailed below as may be provided by the insurance carrier.

- c. Full family continuous coverage dental plan comparable as described below in Section C.

B. HEALTH INSURANCE DESCRIPTION

The Medical Policy afforded by Horizon Blue Cross or its equivalent shall provide a board menu of coverage's including, but not limited to, room and board charges for inpatient hospital stay, surgical fees, inpatient nursing care, emergency room treatment, prescription drugs, x-rays, physicians' visits, and so on.

|                            |   |
|----------------------------|---|
| Deductible:                | Individual: \$100.00<br>Family: \$200.00                  |
| Coinsurance Limit:         | 80% on \$2,000.00   |
| Maximum Lifetime Benefit:  | \$1,000,000.00  |
| Maternity Coverage:        | As any other illness, not subject to separate deductible. |
| Precertification Required: | No  |
| Second Surgical Opinion:   | No  |

C. DENTAL INSURANCE DESCRIPTION

|   |  |
|---|--|
| Deductible:   | None   |
| Maximum Benefit:  | \$1,000.00 per person per calendar year              |
| Orthodontia Maximum:  | \$500.00 per person every five (5) consecutive years |
| Coverage and coinsurance amounts will be as per the carrier's classification. |  |

ARTICLE XV

AGENCY FEE

Purpose of Fee – If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by 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.

SALARIES

All personnel salaries will advance as per the contract at the beginning of each academic year.

A. TEACHERS SALARIES

The salaries for the school years 2006-2007, 2007-2008, and 2008-2009 of all teachers covered by this Agreement are set forth in the Schedule "A," Schedule "B," and Schedule "C" attachments and are made a part of this Agreement and reflect average annual salary increase – (4.6% , 4.6%, and 4.6%) for each of the school years 2006-2007, 2007-2008, and 2008-2009. If a new contract is not ratified by June 30 of the final year of the contract, all W.E.A. member's salaries will remain frozen at the current salary amount until a new contract and salary guides are ratified. No member will move on the guide until the contract is ratified.

\*For academic year 2006-2007 position does not exist. If this position is recreated in the future, remuneration will not be less than the sum indicated and will be subject to negotiations.

1. If a Person-in-Charge is appointed, the rate of pay in 1997-1998 shall be \$1,244.00\*, subject to the Board's reserved right to develop job descriptions and place them in Board policy. Commencing in 1998-1999 and thereafter per diem compensation shall be \$50.00 if half day, and \$100.00 if a full day.

2. If a Safety Patrol Advisor is appointed, the rate of pay shall remain at \$1023.47 for each academic year, subject to the Board's reserved right to develop job descriptions and place them in Board policy.
3. If a Hall Monitor Advisor is appointed, the rate of pay shall be \$800.00\*, subject to the Board's reserved right to develop job descriptions and place them in Board policy.
4. The Child Study Team Supervisor's rate of pay shall be \$1,762.00\*.
5. The teachers' hourly rate of pay for extra hours as approved by the superintendent and as specified in this contract shall be as set forth in Article V (A) paragraph E.
6. Teachers requesting stipends must submit a request for payment to the Board Secretary by the thirtieth (30<sup>th</sup>) day of June indicating the appropriate amount. Failure to submit such request by the last day of June shall constitute a waiver of payment.
7. When the music and art teachers change their regular area of service from one school to the other in the middle of the school year, the Board will provide each with a substitute teacher for one (1) day to provide some time for preparation and packing.

**B. SUPPORT STAFF SALARIES**

**1. Custodial Salaries**

- a. The salaries for the school years 2006-2007, 2007-2008, and 2008-2009 of all custodians covered by this Agreement are set forth in the Schedule "A," Schedule "B," and Schedule "C" attachments and are made a part of this Agreement and reflect average annual salary increase – (4.6% , 4.6%, and 4.6%) for each of the school years 2006-2007, 2007-2008, and 2008-2009. If a new contract is not ratified by June 30 of the final year of the contract, all W.E.A. member's salaries will remain

frozen at the current salary amount until a new contract and salary guides are ratified.

No member will move on the guide until the contract is ratified.

- b. The hourly rate for part-time custodians shall be determined by taking the starting salary and dividing said figure by 2.080 or 2,080.

2. Secretarial Salaries

- a. The salaries for the school years 2006-2007, 2007-2008, and 2008-2009 of all secretaries covered by this Agreement are set forth in the Schedule “A,” Schedule “B,” and Schedule “C” attachments and are made a part of this Agreement and reflect average annual salary increase – (4.6% , 4.6%, and 4.6%) for each of the school years 2006-2007, 2007-2008, and 2008-2009. If a new contract is not ratified by June 30 of the final year of the contract, all W.E.A. member’s salaries will remain frozen at the current salary amount until a new contract and salary guides are ratified. No member will move on the guide until the contract is ratified.
- b. The hourly rate for part-time secretaries shall be determined by taking the starting salary and dividing said figure by 1,820.

3. Aides Salaries

The salaries for the school years 2006-2007, 2007-2008, and 2008-2009 of all aides covered by this Agreement are set forth in the Schedule “A,” Schedule “B,” and Schedule “C” attachments and are made a part of this Agreement and reflect average annual salary increase – (4.6% , 4.6%, and 4.6%) for each of the school years 2006-2007, 2007-2008, and 2008-2009.

If a new contract is not ratified by June 30 of the final year of the contract, all W.E.A. member’s salaries will remain frozen at the current salary amount until a new contract and salary guides are ratified. No member will move on the guide until the contract is ratified.

C. APPROVED PAYROLL DEDUCTION

Employees may individually elect to have withheld from their pay a designated sum or sums of their monthly salaries to be deposited as per their instruction.

1. The Board reserves the right of approval of the accounts for such discretionary deductions.
2. The Board shall deposit the said sum monthly for the approved account of the employee making such election. Payments to the Tri-Co and Tax Sheltered Annuity shall be mailed semi-monthly within five (5) school days from the date of payroll.
3. The Board's obligation shall terminate upon payment of such a sum for the employee's account.
4. Dues for the Washington Education Association, the Warren County Education Association, the New Jersey Education Association or the National Education Association, or combination of such Associations as an employee individually and voluntarily authorizes, shall be deducted from said employee's salary. Such deductions shall be made in compliance with Chapter 321, Public Laws or 1967 (N.J.S.A. 52:14-15.9e) and under such rules as may be established by the State Department of Education.

D. PAYMENT SCHEDULE

1. Individual certified staff members will have the choice of being paid in 20 equal semi-monthly installments or a summer pay option (see "e", below). Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments.
  - a. Payment shall be made on the fifteenth (15<sup>th</sup>) and final days of each month.
  - b. When pay day falls on or during the school holiday, vacation or weekend, employees who have those holidays shall receive their paychecks on the last previous working day.

- c. Ten (10) month employees shall receive their final checks for the year on the last working day in June.
  - d. All stipend payments will be prorated to reflect the actual starting date of service in that position by the employee.
  - e. Ten (10) month employees can opt for summer payment plans as per 18A:29-3 p315.
2. The per diem rate paid to aides shall be paid evenly over ten (10) months.

E. WITHHOLDING OF TEACHER INCREASES

Step and/or lateral movement increments on the salary guide may be withheld by the Board for inefficiency or other just cause relating to the teacher's performance of duties, in accordance with the following terms, subject to applicable statutes, regulations and decisional law:

- 1. That the procedures outlined in Article IX, Teacher Evaluation, be followed.
- 2. That the immediate superior and/or the building principal give the teacher in question a written notice of the intent to recommend the withholding of the increment through the superintendent to the Board.
  - a. Such notification shall be provided to the teacher in question at least thirty (30) calendar days prior to the recommendation and in no case later than April 1 of the school year preceding the year in which such withholding would be effective.
  - b. Such notification shall include the reason(s) for the recommendation, including such details as to provide the teacher an opportunity to respond to the charge(s) alleged.
- 3. Once a recommendation is forwarded to the superintendent, the teacher may file a grievance commencing at Level One, as prescribed in Article X, Grievance Procedure, Section G, of this Agreement.
  - a. Such grievance shall be filed within ten (10) school days from the teacher's receipt of the intent-to-withhold notice.

- b. The Board shall not take final action on the recommendation until it has reviewed the teacher's grievance.
4. The effective period of a withheld increment and/or adjustment shall be limited to the period of the teacher contract in and for which the withholding was made.
5. The teacher shall not be entitled to reinstatement or reimbursement for such withheld increment and/or adjustment for such effective period.
6. In any subsequent year, the Board, at its discretion, shall have the right to restore an increment or adjustment for such effective period.

F. WITHHOLDING OF CERTAIN SUPPORT STAFF INCREASES

Pay increases may be withheld by the Board for inefficiency or other reason relating to the employee's performance of duties.

1. The employee will be advised of the reason(s) for the withholding, including such details as to provide the employee an opportunity to respond to the charge(s) alleged.
2. If the cause of the withholding is disciplinary, the employee may within Ten (10) work days of receipt of such notification, file a grievance commencing at Level Two as prescribed in the Article X. Grievance Procedure.
3. If the employee chooses to file a grievance, the Board shall not take final action on the withholding until it has reviewed the employee's grievance.

G. MILEAGE POLICY

Teachers who are assigned to more than one (1) school per day shall be reimbursed for travel between the location at the beginning of the workday and the second location at the Federal mileage rate.

1. Teachers shall apply for reimbursement on a monthly basis using vouchers obtained from the Board Secretary.

2. Failure to submit a properly executed voucher by the 30<sup>th</sup> day of the month shall constitute a waiver of reimbursement for the prior month.
3. Reimbursement shall not be made for attendance at faculty meetings.

H. HOURLY RATE AND OVERTIME PAYMENTS

1. All hourly rate or overtime duties must be approved by the superintendent or his designee prior to an employee's assuming such extra duties.
2. Employees may apply for payment for hourly rate or overtime duties on a monthly basis using time sheets obtained from the Board Secretary.
3. Failure to submit proper time sheet by the thirtieth (30<sup>th</sup>) day of the month following the month in which the duties were performed shall constitute a waiver of payment for said duties.
4. Support staff members shall receive overtime at the rate of one and one-half (1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours per week. "Hours worked" shall be defined to mean all time in which the employee is actually working and all contractual time off.
5. When a custodian is recalled to work, said employee shall receive a minimum of two (2) hours pay at the overtime rate, so long as said recall is not a contiguous with the employee's regular workday.
6. When overtime is warranted for custodians, seniority will take precedent with option to defer on a rotating schedule.

## ARTICLE XVI

### PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

#### A. SUPPORT

The Board supports continuing education to encourage teachers to remain current with educational programs and techniques, to provide a renewal of teaching enthusiasm to the instructor and to enhance the classroom experience.

#### B. TUITION

When the Board has agreed to pay for tuition as specified below, payment will be at the current New Jersey or Pennsylvania tuition rates. The in-state and out-of-state residency rates, as applicable, of The College of New Jersey and East Stroudsburg University will be the maximum rates paid regardless of the college attended. All employees who receive financial or other remuneration for academic coursework during their employ in the district must have a total time of employ of at least 6 (six) years (i.e. 60 months). In the absence of doing so, said employee would have to reimburse the district for total course work.

#### C. MASTER'S DEGREE PROGRAMS

As part of an approved Master's Degree program and beyond, the Board shall pay the current New Jersey or Pennsylvania resident tuition rate for teachers who have taken graduate courses, as noted above in Section B.

1. Each course shall be approved by the superintendent and subsequently the Board prior to enrollment.
2. The final grade of each course shall be a minimum of B or its numeric equivalent.
3. Teachers who have met the above requirements shall advance on the salary guide both laterally and momentarily.

D. CONTINUING EDUCATION CREDITS

Teachers who are not enrolled in a Master's Degree program may apply for Continuing Education credits. The Board shall pay the current New Jersey or Pennsylvania State College resident tuition rate as noted in Section B for teachers who have taken graduate level courses relating directly to the improvement of the teaching discipline or their current teaching assignment.

1. Each course shall be approved by the superintendent and subsequently the Board prior to enrollment.
2. Undergraduate courses shall also be considered for C.E. credit.
3. The final grade of each course shall be a minimum of B or its numeric equivalent.
4. Continuing Education credits shall not count toward lateral movement on the salary guide.
5. Teachers attaining six (6) C.E. credits in one (1) year shall receive a one (1) time stipend of \$200.00 for that year.

E. ADMINISTRATION-MANDATED COURSES

The Board shall pay the full cost of tuition and other reasonable expenses incurred by a teacher who is required or requested by the administration to attend a course, workshop, seminar, conference, in-service training or other such session.

1. Said teacher shall also be compensated for all time spent in actual attendance at such sessions beyond their regular working day and year at the pro-rata rate of their salary.
2. This provision does not apply to those courses that are required for permanent certification.

F. EDUCATIONAL MEETINGS

Teachers may attend approved educational meetings without loss of pay.

1. Written requests shall be filed with the building principal four (4) weeks in advance of the scheduled meeting.

2. Approval shall be at the discretion of the superintendent.

- a. If granted, written approval shall be obtained from the both the building principal and the superintendent two (2) weeks prior to the meeting.
- b. Waiver of the time limits described above in this Section F shall be at this discretion of the superintendent.

G. Each teacher will be guaranteed, mutually agreed upon (i.e. teacher and administrator), the use of one (1) professional day for such things as conferences, workshops, and other appropriate educational activities per year.

ARTICLE XVII

NEW EMPLOYEES

A. CONTRACT

Each new employee who is a member of the Association's bargaining unit shall be given a copy of this Agreement by the Association.

B. ORIENTATION

An orientation, planned and directed by the administration, shall be held for all new teachers prior to the teachers' first day of school.

1. The following staff members shall be present: one (1) administrator, one (1) Board secretary, and two (2) teachers.
2. The two (2) teachers shall be selected by the administration for a volunteer list provided by the Association. If there are no volunteers, the Superintendent shall have the prerogative to assign appropriate personnel to perform this duty.
3. In the event that a new member of the bargaining unit is employed during the school year, the orientation will take place on the earliest, mutually convenient date(s).

C. INSURANCE

New employees will be provided with a description of the health care insurance coverage provided to them, including conditions and limits of coverage, such as may be provided by the insurance carrier.

ARTICLE XVIII (A)

TEACHER RIGHTS

A. RIGHT TO ASSOCIATION

Pursuant to Chapter 303, Public Laws 1968, as Amended and Supplemented, every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal professional activities, or to refrain from such activities.

B. DISCIPLINE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

1. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the procedures set forth in Article X, Grievance Procedure.
2. The foregoing language is not intended to permit tenured teachers to grieve where alternative statutory procedures exists, not is it intended to permit non-tenured teachers to grieve their non-renewal except for procedures not being adhered to.

C. PRIOR NOTICES

Prior written notice of the reasons for a meeting or interview shall be given to any teacher who is required to appear before the Board or any of its committees concerning any matter that could adversely affect:

1. The continuation of the teacher's office, position or employment; or
2. The amount of their salary or increment.

D. RIGHT TO REPRESENTATION

That teacher shall also be entitled to have a representative of the Association present to advise them and represent them during such non-evaluative meeting or interview as described in this Article.

E. SUSPENSION

Any teacher who is suspended, unless by reason of indictment, pending any investigation, hearing, trial or appeal therefrom, shall receive their full pay or salary during the period of suspension, except where noted below, unless the same is altered or superseded by statute, regulation or decisional law.

1. In the event of charges against such employee or officer brought before the Board or the Commissioner of Education pursuant to law, such suspension may be with or without pay or salary as provided below.
  - a. Upon certification of any charge to the Commissioner, the Board may suspend the person who has been charged either with or without pay.
  - b. If the determination of the charge by the Commissioner of Education is not made within one hundred twenty (120) calendar days after certification of the charges, then the full salary (except for said one hundred twenty [120] days) of such person shall be paid, beginning from the one hundred twenty-first (121<sup>st</sup>) day, such determination is made.
2. Should the charge be dismissed, the person shall be reinstated immediately with full pay from the first day of such suspension.
  - a. Should the charge be dismissed and the suspension be continued during an appeal therefrom, then the full pay or salary shall continue until the determination of the appeal.
3. However, the Board shall deduct from said full pay or salary any sums received by such teachers or officers by way of pay or salary from any substituted employment assumed during the period of suspension.

4. Should the charge be sustained on the original hearing or an appeal thereof, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of such suspension.

F. GRADING

The teacher shall maintain the responsibility to determine promotion, retention and grades within the grading policy of the Washington Borough School District, based upon their professional judgment of available criteria pertinent to any given area or activity for which they are responsible.

1. The building principal or superintendent shall consult with the teacher prior to making changes.
2. A student's permanent record that has been changed by action of the principal, superintendent, or Board shall contain notation indicating such.
3. The parties are aware of the fact that the subject of pupil grading represents a matter of educational policy and thus a non-negotiable management prerogative.

G. TRANSFERS

Teachers affected by involuntary transfers or involuntary changes of assignments shall be notified promptly in writing.

H. ASSOCIATION IDENTIFICATION

Teachers shall be permitted to wear pins or other identification of membership in the Association or its affiliates.

ARTICLE XVII (B)

SUPPORT STAFF RIGHTS

A. RIGHT TO ASSOCIATION

Pursuant to Chapter 303, Public Laws 1968, as Amended and Supplemented, every employer of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal professional activities, or to refrain from such activities.

B. DISCIPLINE

No employee shall be disciplined or discharged without good reason. The foregoing language shall not permit any employee to grieve where alternative statutory procedures exist, nor shall it permit non-tenured employees to grieve the non-renewal of their positions or their contracts, except where provided by law.

C. PRIOR NOTICE

Prior written notice of the reasons for a meeting or interview shall be given to any employee who is required to appear before the Board or any of its committees concerning any matter that could adversely affect:

1. The continuation of that employee's office, position or employment or
2. The amount of their salary or increment.

D. RIGHT TO REPRESENTATION

That employee shall also be entitled to have a representative of the Association present to advise them and represent them during non-evaluative meeting or interview as described in this Article.

E. TRANSFERS

Employees affected by involuntary transfers or involuntary changes of assignments shall be notified promptly in writing.

F. ASSOCIATION IDENTIFICATION

Employees shall be permitted to wear pins or other identification of membership in the Association or its affiliates.

- G. Full-time custodians shall be entitled to three (3) sets of uniforms annually, to be provided by the Board. If they fail to appear for work properly attired in said uniforms during the school year, they may be subject to disciplinary action, subject to management discretion.

ARTICLE XIX

SUPPORT STAFF SENIORITY AND TENURE

- A. The Board will not grant tenure to any employee for whom such tenure has not been mandated by law.
- B. Contracts with the custodians who have not attained tenure by July 1, 1994 shall be fixed-term and shall not exceed one (1) year in length.
- C. In case of a reduction in force, seniority shall prevail if the tenured or non-tenured employees are equally qualified to perform the work.

ARTICLE XX

MENTORING

- A. Mentoring shall be performed in accordance with present Board Policy/Regulation with the following additions/modifications:
1. All mentoring positions shall be posted.
  2. Mentoring teachers shall not be required to perform formal observations.
  3. The provisional teacher shall be assessed the entire amount of the compensation of the mentoring teacher and support team members.
  4. Mentoring is directly linked to state aide. Compensation will be identical for traditional and alternate route personnel. Mentors will be paid at the end of the mentoring process.
- B. The mentor teacher and faculty support team members shall be selected from a pool of volunteers.
1. If the number of volunteers exceeds the number of available positions, the final selection shall be at the discretion of the Superintendent.
  2. Personnel shall be selected from the grade level, which most closely corresponds to the position of the teacher being mentored within each individual building.
  3. If there are insufficient volunteers or no volunteers, the superintendent may appoint appropriately certified faculty or staff member(s) at the above referenced fees.
  4. If there are insufficient or no appropriately certified faculty or staff members, the Board may elect to advertise outside the district to fill the positions.

ARTICLE XXI

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION AVAILABILITY

The following information shall be made available to the Association whenever reasonably requested: annual financial reports and audits; names of certificated personnel; tentative budgetary requirements and allocations, when available; agendas and minutes of Board meetings; and school census data.

1. All data requested and provided must be public records.
2. Any other materials may be provided at the discretion of the Board.

B. TRANSACTIONS DURING SCHOOL HOURS

Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property at such times as are determined to be reasonable by the administration. Such activities shall not interrupt or interfere with normal school operations, nor be conducted during regular working hours. If absolutely necessary, a signed routing slip may be employed by the Association.

C. NO LOSS OF PAY

No employee or representative of the Association who participates in negotiations, grievance proceedings, conferences or meetings during working hours shall suffer any loss in pay for the time so spent, when such participation is mutually scheduled by the Association and the administration during normal working hours.

D. USE OF SCHOOL BUILDINGS

The Association and its representatives shall be permitted to use school buildings for meetings provided that the hours of the meetings have been approved by administrator.

1. Meetings called by the administrator shall take precedence.

2. No meetings shall be held unless building service workers are available at the requested time, and the Association shall compensate the Board for overtime janitorial service.
3. Requests for the use of school buildings shall be submitted at least forty-eight (48) hours in advance, except in cases of emergency.

E. USE OF EQUIPMENT

The Association shall be permitted to use the school facilities and equipment, including typewriters, duplicating equipment, calculators and audiovisual equipment, at reasonable times, provided that such equipment is not in use, as determined by the administration.

1. The Association shall pay for the reasonable cost, as determined by the administration, of all materials and supplies incident to such use and any damages or repairs for which it is responsible.
2. All equipment shall be operated by persons deemed by the administrator to be qualified to do so.

F. BULLETIN BOARD

The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space to post Association notices on the bulletin board in the central office, subject to the principal's permission, which shall not be unreasonably withheld.

1. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.
2. Should it not be feasible to file a copy of the material, such material shall be exhibited to the building principal for inspection prior to posting.

G. VACANCIES

All newly created positions and/or vacancies in existing positions within the Association's bargaining unit or for which said bargaining unit's members are eligible to apply shall be posted promptly.

1. Said posting shall be in each building where notices are normally posted.
2. If vacancies or newly created positions are not known until after June 15, but prior to the beginning of the next school year, then the Board will post positions and send a copy of all such postings to the Association president.

H. INTERSCHOOL MAIL

The Association shall be permitted to use the interschool mail facilities and school mail boxes for official Association business.

I. IN-SERVICE COSTS

The Association is not expected to assume the cost of speakers, consultants and services normally considered an appropriate in-service training activity by a board of education.

J. BOARD POLICY

1. The Board will provide a copy of the Board Policy Manual in the Libraries and Faculty Lounges. Modifications will be supplied to the Association to update the Policy Manual in the Faculty Lounges.
2. The Board will provide each teaching staff with a Faculty Manual to supplement the Policy Manual. Each teaching staff member shall receive modifications as necessary.

K. VERBIAGE FOR PRIVATIZATION

If any position covered in this contract is considered for privatization, the association will be given 180 days notice. The president of the association will have the opportunity to attend all meetings

with said company and the association will have the opportunity to meet with representatives of said company before the Board of Education would vote on such a matter.

ARTICLE XXII

MANAGEMENT RIGHTS

- A. Subject only to limitations imposed by the specific language of this Agreement, the laws of the State of New Jersey, and the Constitution of the United States, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right to:
1. Direct employees of the school district;
  2. Hire, promote, transfer, assign and retain employees in positions in the school district;
  3. Suspend, demote, discharge or take up other disciplinary actions against employees;
  4. Relieve employees from duty in accordance with law;
  5. Maintain efficiency of the school operations entrusted to them; and
  6. Determine the method, means, and personnel by which such operations are to be conducted.
- B. Nothing contained here in shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A or other national, state, county, or local laws, ordinances or policies.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced, with the Association paying the cost of paper and the Board paying the cost of labor, within thirty (30) days after this Agreement is fully executed. The Association shall have the responsibility of presenting copies of this Agreement to all employees governed by this Agreement, employed at present or first employed during the term of this Agreement and until a successor agreement is signed.

ARTICLE XXIV

NO STRIKE PROVISION

- A. The Association covenants and agrees that neither the Association nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike, work stoppage, slow-down or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of July 1, 2006 through June 30, 2009. All salaries shall be retroactive to July 1, 2006.

THIS AGREEMENT, having been approved by the Board and ratified by the members of the Association, is executed the day and year first above written, by the appropriate officers and under the respective seals of the parties.

ATTEST:

BOARD OF EDUCATION OF THE  
BOROUGH OF WASHINGTON

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

WASHINGTON EDUCATION ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

WASHINGTON BORO

Schedule A

SALARY GUIDE FOR 2006-2007

| <u>STEP</u> | <u>YRS. EXP</u> | <u>BA</u> | <u>B+15</u> | <u>B+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+45</u> |
|-------------|-----------------|-----------|-------------|-------------|-----------|--------------|--------------|--------------|
| M           | 0 – 1           | 40,002    | 40,602      | 41,152      | 42,707    | 43,262       | 43,812       | 44,362       |
| L           | 2 – 3           | 41,292    | 41,892      | 42,442      | 43,997    | 44,552       | 45,102       | 45,652       |
| K           | 4 – 5           | 43,042    | 43,642      | 44,192      | 45,747    | 46,302       | 46,852       | 47,402       |
| J           | 6 – 7           | 45,167    | 45,767      | 46,317      | 47,872    | 48,427       | 48,977       | 49,527       |
| I           | 8 – 9           | 47,292    | 47,892      | 48,442      | 49,997    | 50,552       | 51,102       | 51,652       |
| H           | 10              | 49,417    | 50,017      | 50,567      | 52,122    | 52,677       | 53,227       | 53,777       |
| G           | 11              | 51,542    | 52,142      | 52,692      | 54,247    | 54,802       | 55,352       | 55,902       |
| F           | 12              | 53,667    | 54,267      | 54,817      | 56,372    | 56,927       | 57,477       | 58,027       |
| E           | 13              | 55,792    | 56,392      | 56,942      | 58,497    | 59,052       | 59,602       | 60,152       |
| D           | 14              | 57,917    | 58,517      | 59,067      | 60,622    | 61,177       | 61,727       | 62,277       |
| C           | 15              | 60,042    | 60,642      | 61,192      | 62,747    | 63,302       | 63,852       | 64,402       |
| B           | 16              | 62,167    | 62,767      | 63,317      | 64,872    | 65,427       | 65,977       | 66,527       |
| A           | 17              | 64,292    | 64,892      | 65,442      | 66,997    | 67,552       | 68,102       | 68,652       |
| A+          | 18+             | 67,092    | 67,692      | 68,242      | 69,797    | 70,352       | 70,902       | 71,452       |

WASHINGTON BORO

Schedule B

SALARY GUIDE FOR 2007-2008

| <u>STEP</u> | <u>YRS EXP</u> | <u>BA</u> | <u>B+15</u> | <u>B+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+45</u> |
|-------------|----------------|-----------|-------------|-------------|-----------|--------------|--------------|--------------|
| M           | 0 – 1          | 41,012    | 41,612      | 42,162      | 43,717    | 44,272       | 44,822       | 45,372       |
| L           | 2 – 3          | 42,762    | 43,362      | 43,912      | 45,467    | 46,022       | 46,572       | 47,122       |
| K           | 4 – 5          | 44,512    | 45,112      | 45,662      | 47,217    | 47,772       | 48,322       | 48,872       |
| J           | 6 – 7          | 46,637    | 47,237      | 47,787      | 49,342    | 49,897       | 50,447       | 50,997       |
| I           | 8 – 9          | 48,762    | 49,362      | 49,912      | 51,467    | 52,022       | 52,572       | 53,122       |
| H           | 10             | 50,887    | 51,487      | 52,037      | 53,592    | 54,147       | 54,697       | 55,247       |
| G           | 11             | 53,012    | 53,612      | 54,162      | 55,717    | 56,272       | 56,822       | 57,372       |
| F           | 12             | 55,137    | 55,737      | 56,287      | 57,842    | 58,397       | 58,947       | 59,497       |
| E           | 13             | 57,262    | 57,862      | 58,412      | 59,967    | 60,522       | 61,072       | 61,622       |
| D           | 14             | 59,387    | 59,987      | 60,537      | 62,092    | 62,647       | 63,197       | 63,747       |
| C           | 15             | 61,512    | 62,112      | 62,662      | 64,217    | 64,772       | 65,322       | 65,872       |
| B           | 16             | 63,637    | 64,237      | 64,787      | 66,342    | 66,897       | 67,447       | 67,997       |
| A           | 17             | 65,762    | 66,362      | 66,912      | 68,467    | 69,022       | 69,572       | 70,122       |
| A+          | 18+            | 68,562    | 69,162      | 69,712      | 71,267    | 71,822       | 72,372       | 72,922       |

SALARY GUIDE FOR 2008-2009

| <u>STEP</u> | <u>YRS EXP</u> | <u>BA</u> | <u>B+15</u> | <u>B+30</u> | <u>MA</u> | <u>MA+15</u> | <u>MA+30</u> | <u>MA+45</u> |
|-------------|----------------|-----------|-------------|-------------|-----------|--------------|--------------|--------------|
| L           | 0 – 2          | 43,950    | 44,550      | 45,100      | 46,655    | 47,210       | 47,760       | 48,310       |
| K           | 3 – 5          | 46,075    | 46,675      | 47,225      | 48,780    | 49,335       | 49,885       | 50,435       |
| J           | 6 – 7          | 48,200    | 48,800      | 49,350      | 50,905    | 51,460       | 52,010       | 52,560       |
| I           | 8 – 9          | 50,325    | 50,925      | 51,475      | 53,030    | 53,585       | 54,135       | 54,685       |
| H           | 10             | 52,450    | 53,050      | 53,600      | 55,155    | 55,710       | 56,260       | 56,810       |
| G           | 11             | 54,575    | 55,175      | 55,725      | 57,280    | 57,835       | 58,385       | 58,935       |
| F           | 12             | 56,700    | 57,300      | 57,850      | 59,405    | 59,960       | 60,510       | 61,060       |
| E           | 13             | 58,825    | 59,425      | 59,975      | 61,530    | 62,085       | 62,635       | 63,185       |
| D           | 14             | 60,950    | 61,550      | 62,100      | 63,655    | 64,210       | 64,760       | 65,310       |
| C           | 15             | 63,075    | 63,675      | 64,225      | 65,780    | 66,335       | 66,885       | 67,435       |
| B           | 16             | 65,200    | 65,800      | 66,350      | 67,905    | 68,460       | 69,010       | 69,560       |
| A           | 17             | 67,325    | 67,925      | 68,475      | 70,030    | 70,585       | 71,135       | 71,685       |
| A+          | 18+            | 70,125    | 70,725      | 71,275      | 72,830    | 73,385       | 73,935       | 74,485       |

**IF A NEW CONTRACT IS NOT RATIFIED BY JUNE 30 OF THE FINAL YEAR OF THE CONTRACT, ALL W.E.A. MEMBER’S SALARIES WILL REMAIN FROZEN AT THE CURRENT SALARY AMOUNT UNTIL A NEW CONTRACT AND SALARY GUIDES ARE RATIFIED. NO MEMBER WILL MOVE ON THE GUIDE UNTIL THE CONTRACT IS RATIFIED.**