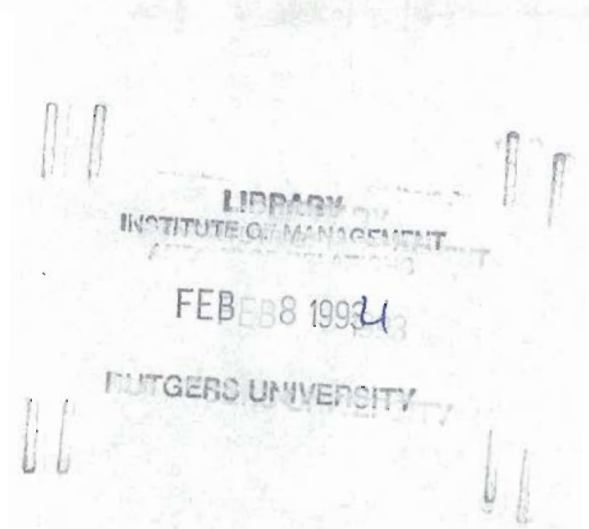


Contract # 757

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AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
TOWNSHIP OF WASHINGTON  
WARREN COUNTY, N. J.  
AND THE  
WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 1993 - JUNE 30, 1995

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AGREEMENT

AGREEMENT made this Between  
THE BOARD OF EDUCATION OF THE TOWNSHIP OF WASHINGTON, in the  
County of Warren, hereinafter referred to as "employer", And  
THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION, hereinafter  
referred to as "representative" for period July 1, 1993 -  
June 30, 1995.

PREAMBLE

WHEREAS, in accordance with the provisions of the New  
Jersey Employer-Employee Relations Act L. 1941, c. 100, as  
amended by L. 1968, c. 303; (N.J.S.A. 34:13A-1 et seq.) the  
employer and the representative have engaged in collective  
negotiations concerning the terms and conditions of  
employment of the teachers in the Washington Township School  
District: and,

WHEREAS, the parties have reached certain  
understandings which they desire to evidence hereby; NOW,  
THEREFORE, this instrument witnesses the following  
agreement:

ARTICLE I

RECOGNITION

A. The employer recognizes the Washington Township Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel.

B. Additionally the Washington Township Education Association shall be the representative for Library Aides.

ARTICLE II

PART-TIME STAFF

A. Staff hired on a part-time basis shall receive prorated coverage for all contractual benefits, as allowed by law, contract and company policy.

B. Part-time staff hired prior to July 1, 1993 shall continue to maintain existing benefits at the level in effect prior to July 1, 1993.

ARTICLE III

SALARY SCHEDULE

A. SALARY SCHEDULE - The salary schedule for the school year commencing July 1, 1993, and terminating June 30, 1995, applicable to certified personnel in the Washington Township School District shall be as follows:

1993/94 SALARY GUIDE

STEP	BA	B+15	B+30	MA	M+15	M+30
1	\$25,110	\$25,835	\$26,685	\$27,535	\$28,385	\$29,235
2	26,600	27,400	28,200	29,200	30,200	31,200
3	27,300	28,100	28,900	29,900	30,900	31,900
4	28,100	28,900	29,700	30,700	31,700	32,700
5	29,000	29,800	30,600	31,600	32,600	33,600
6	30,300	31,100	31,900	32,900	33,900	34,900
7	31,800	32,600	33,400	34,400	35,400	36,400
8	33,300	34,100	34,900	35,900	36,900	37,900
9	35,000	35,800	36,600	37,600	38,600	39,600
10	36,800	37,600	38,400	39,400	40,400	41,400
11	38,600	39,400	40,200	41,200	42,200	43,200
12	40,500	41,300	42,100	43,100	44,100	45,100
13	42,500	43,300	44,100	45,100	46,100	47,100
14	45,400	46,200	47,000	48,000	49,000	50,000
15	48,900	49,700	50,500	51,500	52,500	53,500

1994/95 SALARY GUIDE

STEP	BA	B+15	B+30	MA	M+15	M+30
1	\$25,500	\$26,300	\$27,100	\$27,900	\$28,700	\$29,500
2	26,000	26,800	27,600	28,400	29,200	30,000
3	28,350	29,150	30,050	31,050	32,050	33,250
4	29,150	29,950	30,850	31,850	32,850	33,050
5	29,950	30,750	31,650	32,650	33,650	34,850
6	30,950	31,750	32,650	33,650	34,650	35,850
7	32,250	33,050	33,950	34,950	35,950	37,150
8	33,850	34,650	35,550	36,550	37,550	38,750
9	35,450	36,250	37,150	38,150	39,150	40,350
10	37,250	38,050	38,950	39,950	40,950	42,150
11	39,150	39,950	40,850	41,850	42,850	44,050
12	41,300	42,100	43,000	44,000	45,000	46,200
13	44,300	45,100	46,000	47,000	48,000	49,200
14	47,400	48,200	49,100	50,100	51,100	52,300
15	51,100	51,900	52,800	53,800	54,800	56,000



B. LONGEVITY -

Service in this District of 15 years	\$ 700.
Service in this District of 20 years	1400.
Service in this District of 25 years	1900.
Service in this District of 30 years	2200.

Those current employees who receive longevity in excess of \$1900.00 with 26 or more years of district service, shall continue to receive such excess sum until they qualify for the 30 year figure.

C. AFTER SCHOOL ACTIVITIES REIMBURSEMENT

After school activities shall be paid at the rate of \$680.00 for up to 36 hours. Payment to be made upon receipt of voucher. Vouchers to cover a minimum period of one (1) month. Also included are up to two (2) after school homework assistants.

Activities compensated on an hourly rate shall be paid at \$18.90 per hour.

D. CHANGE IN PREPARATION CLASSIFICATION - Changes in preparation classification will be as follows:

1. The certified staff member concerned shall present written notice of any anticipated change in preparation classification by the first of November preceding the expected change in classification.
2. Additional credits or degrees acquired within a school year will not become effective for additional salary increments until the following school year.
3. Official college certification of the conferring of a degree or official transcripts of course credits shall be presented as proof of a change in classification.

E. WITHHOLDING OF SALARY INCREMENTS - Withholding of salary increments will be as follows:

1. Since the withholding of increments is considered a useful and equitable technique to insure the maintenance of a reasonable standard of performance, we are promulgating as part of this salary guide those conditions and procedures by which such a withholding of increment may take place:

- (a) all increases in all guides will be based on satisfactory service
- (b) favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are prerequisite to the granting of all increased salaries
- (c) progress on the guides shall be automatic until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the policies, rules and regulations, and the certified staff member evaluation procedures of the Board of Education

2. The Superintendent shall not forward any recommendation to withhold a certified staff member's increment or a part thereof to the Board unless at least thirty (30) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the Superintendent has given to the certified staff member against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation specifying the nature thereof with such particulars as to furnish the certified staff member an opportunity to correct and overcome the same.

3. Once a recommendation is forwarded to the certified staff member and the Board, the certified staff member may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth.

4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.

5. The salary guide increment only will be withheld in those cases, causing the certified staff member in question to remain on the same step for the following school year. Assuming satisfactory performance subsequent to this action,



the certified staff member will be allowed to continue progress on the salary guide.

F. COURSE REIMBURSEMENT - The Board will support appropriate graduate and undergraduate college training for certified personnel to the extent of paying the highest New Jersey State College rate with an individual credit limit of 15 credits per year. If the superintendent requires a course to be taken through East Stroudsburg University, reimbursement shall be made at the highest of either the East Stroudsburg University rate or the highest New Jersey state college rate.

The maximum expenditure for course reimbursement for all course reimbursement for the 1993-95 school years shall be limited to and capped at \$27,000.

That during the 1994-95 school year no monies shall be paid to any certified personnel taking courses hereunder, until the end of the school year, at which time whatever monies are available would be distributed on a per credit basis among all who have taken courses.

It is recognized that such distribution may result in certified staff members receiving less per credit than the New Jersey/East Stroudsburg University rate.

The Board reserves the right to approve a change in the salary of a certified staff member who meets the following standards for advanced studies:



1. Courses must have been offered by an accredited institution of higher education, except as this requirement is waived by the Superintendent.
2. Courses must be those offered for the attainment of a graduate degree and specifically related to a member's assigned duties.
3. Courses must lead toward a degree that will contribute to the member's performance in this school district.
4. Course registration must be approved in advance by the Superintendent.
5. Courses must have been taken after the award of the last earned degree credited on the guide.
6. Course credit will be given on the salary guide only for the successful completion of the course, which may be demonstrated by an earned grade of "C" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken.
7. A change in salary guide placement will be made at the beginning of the school year following the successful completion of the course of study.

G. NJEA CONVENTION - Certified staff members attending the New Jersey Education Association convention shall receive the following amounts: \$20.00 for attendance, upon receipt of attendance voucher, up to \$40.00 for instructional material, payment subject to approval by the school Superintendent.

## ARTICLE IV

### SALARY PAYMENT PROCEDURE

A. Certified personnel that are employed on a ten month basis shall be paid in twenty-two (22) equal gross pay installments. If 20 members of the Association sign a commitment requesting that their annual wages be paid by means of twenty-six (26) checks instead of twenty-two (22) checks, the Board of Education will honor the request.

B. Certified staff members may individually elect to have a minimum of percentage of their monthly salary deducted from their pay and deposited within three (3) days after each pay by the Board Secretary to the Tri-County Credit Union. These funds shall be paid on agreement between the Credit Union and certified staff members or upon death or termination of employment if earlier.

C. Certified staff members shall receive payment on a bi-weekly basis beginning on the first Friday after Labor Day. When a pay day falls on or during a school holiday, vacation or weekend, certified staff members shall receive their pay checks on the last previous working day.

D. Certified staff members shall receive their 22nd pay check of the school year on the last working day provided they have satisfactorily discharged their responsibilities, as determined by the administration..

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions

Any individual member or members of the staff shall have the right to appeal the application of policies and administrative decisions affecting them through administrative channels. With respect to a personal grievance, the grievant, grievants, and his/her representatives and the Washington Township Education Association shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

#### B. Procedure

(1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days are calendar days.

##### (2) Level One

Any employee who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the immediate superior in an attempt to resolve the matter informally at that level. The employer



GRIEVANCE PROCEDURE - continued

has the right to be represented at any level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his/her verbal response.

(3) Level Two

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the employee, within 10 days of receipt of the verbal response, he/she shall set forth his/her grievance in writing to the Superintendent of Schools, who shall communicate his/her decision to the employee in writing within 10 days of receipt of the written grievance.

(4) Level Three

If the grievance is not resolved to the employee's satisfaction, he/she may, within 10 days of receipt of written response from his/her superior, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved employee within 20 days, and render a decision in writing within 20 days of the hearing.

GRIEVANCE PROCEDURE - continued

(5) Level Four

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can't be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

ARTICLE VI

HEALTH BENEFITS PROGRAM

A. The employer shall provide the health-care insurance protection hereinafter set forth. The employer shall pay the full premium for individual coverage and full family coverage for all employees, as requested in accordance with the regulations of the State Health Benefits Program.

B. The health insurance carrier shall be the New Jersey State Plan.

HEALTH BENEFITS PROGRAM - continued

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

D. The employer shall provide to a newly hired certified staff member a description of the health-care insurance coverage provided under this ARTICLE, as soon as available, which shall include a clear description of conditions and limits of coverage listed in Paragraph B above.

E. Insurance Carrier to be determined by the Board after discussion with the Washington Township Education Association. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments made by the Washington Township Education Association. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of the New Jersey State Plan.



HEALTH BENEFITS PROGRAM - continued

F. Insurance premiums (hospitalization - major medical) are to be paid by the Board of Education.

G. The Board of Education shall provide a dental health insurance program to maintain the level of coverage now in existence as provided for each unit member by Delta Dental Plan of New Jersey, contract #7245-01.

H. The Board of Education shall provide a \$5.00 co-pay prescription drug program to maintain the level of coverage now in existence as provided for each unit member by the New Jersey Blue Cross Prescription Plan, Code 283.

ARTICLE VII

DEDUCTIONS

A. The employer agrees to deduct from the salaries of its certified personnel dues for the Washington Township Education Association, the New Jersey Education Association, the National Education Association, or any one or combination of such Associations as said certified personnel individually and voluntarily authorize the employer to deduct. Said monies shall be transmitted directly to NJEA.

B. The NJEA shall certify to the employer in writing, before September 1st of the current school year, the current rate of membership dues of each of the above named associations.

C. Agency Shop Clause - This will follow the adopted rules, regulations and policies of the Washington Township Education Association and New Jersey Education Association.

## ARTICLE VIII

### STAFF/SCHOOL CALENDAR

A. Days/Hours - It is agreed that the school calendar shall contain 182 instructional days for pupil. It is further agreed that the staff calendar shall consist of the following: 178 regular days (6 hours 50 minutes); three (3) shortened days before holidays - Thanksgiving, Christmas and Easter and one (1) shortened day as the last day of school for pupils and certified personnel. Pupil day shall be four (4) hours instructional time. On these days staff dismissal shall be ten (10) minutes after student dismissal providing all remaining students are supervised; two (2) certified personnel workshop days (6 hours & 50 minutes); and one day before the start of the school year.

Certified staff member's dismissal on Friday's shall be after 6 hours and 45 minutes.

B. Faculty Meetings - Certified staff members may be required to remain after school on fifteen (15) occasions during the school year, but no more than twice in any one month for the purpose of curriculum development or regular faculty meetings. Time shall be conducted so as to terminate no later than 3:50 P.M. No more than one half (1/2) of said fifteen (15) meetings may be used for curriculum work with the remainder as regular faculty meetings.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

A. OTHER ITEMS - In the event the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the employer shall engage in collective negotiations with the representative concerning same.

B. BOARD POLICIES - It is understood that the current Board Policy provisions shall apply whenever applicable.

C. PERSONAL DAYS - Three (3) personal days per year will be granted with three (3) days advance notice.

Personal days not to be used or scheduled during Parent Conference days. The administration shall have the discretion to waive such rule under extraordinary circumstances. The granting or not granting of a waiver shall not be grievable.

D. EVALUATIONS - Certified personnel have the right to add comments to evaluations.

E. REDUCTION IN FORCE - Reduction in force for tenured certified staff shall be in accord with the law.



F. MILEAGE - The IRS rate is to be paid to staff members directed by the administration to travel between schools as needed and approved by the administration. Vouchers are to be submitted to the Business Administrator on a monthly basis. The allowable Federal I.R.S. rate for the previous year will be the mileage rate for the 1993/94 and 1994/95 contract years.

G. TUTORING/HOME INSTRUCTION - Certified staff members shall be further compensated for tutoring and home instruction given by them at the following rates: tutoring \$20.00 per hour; home instruction shall be equal to the New Jersey State reimbursement rate.

H. BEREAVEMENT - There shall be an allowance of five (5) days of leave, without loss of pay, in the event of a death of a member of the employees immediate family.

Immediate family shall be meant to include - spouse, parents, brother, sister, children (including in-laws of the preceding group), grandparents or any person who has lived in the home of the certified staff member for a considerable length of time immediately preceding death.

I. UNUSED SICK DAY/RETIREMENT REIMBURSEMENT -

1993/95 School Years - \$35.00 per unused sick day up to a maximum of 150 unused sick days upon retirement with a minimum of 20 years of service in the district.

J. SICK DAY BANK - Sick Day Bank shall be available to staff based on adopted board policy.


K. CURRICULUM WORK - Remuneration for curriculum work performed at times beyond the work day or beyond the regular school year, shall be \$18.00 per hour per participant for the duration of the contract.

L. LENGTH OF AGREEMENT - This Agreement shall be effective as of July 1, 1993, for the period from July 1, 1993 through June 30, 1995.

M. FILING OF AGREEMENT - A copy of this Agreement shall be filed with the New Jersey Public Employment Relations Commission as required by N.J.S.A. 34:13A-8.2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

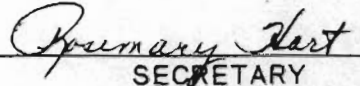
ATTEST:

  
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SECRETARY

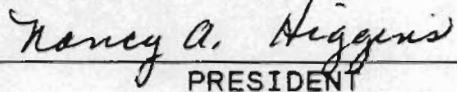
BOARD OF EDUCATION OF THE TOWNSHIP  
OF WASHINGTON, WARREN COUNTY, N.J.

BY   
\_\_\_\_\_  
PRESIDENT

ATTEST:

  
\_\_\_\_\_  
SECRETARY

WASHINGTON TOWNSHIP EDUCATION  
ASSOCIATION

BY   
\_\_\_\_\_  
PRESIDENT