

AGREEMENT

BETWEEN THE

Wayne Township

BOARD OF EDUCATION

TOWNSHIP OF WAYNE

AND THE

WAYNE SUPPLEMENTAL TEACHERS ASSOCIATION

1985-1986

1986-1987

Approved May 9, 1985

x July 1, 1985 June 3, 1987

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ARTICLE I
RECOGNITION

The Wayne Board of Education, hereinafter called the "Board", recognizes the Wayne Supplemental Teachers Association, hereinafter referred to as "WSTA", as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all supplemental teachers employed by the Board of Education.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Board and WSTA agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment.

B. Any agreement reached as a result of negotiations shall be reduced to writing. Both parties reserve the right to ratify or reject any agreement reached during negotiations.

C. 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.

D. Negotiations for the successor agreement shall commence in accord with PERC requirements.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Employee - the term "employee" shall mean any regularly employed individual receiving compensation from the Board included in Article I of this Agreement.

2. Grievance - a "grievance" is an allegation by an employee or the Association on behalf of a group of employees that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or arbitrary or discriminatory application of, policies or administrative decisions affecting terms and conditions of employment.

3. Aggrieved employee - an "aggrieved employee" is the employee or employees of the Board of Education or any authorized representative thereof filing the complaint.

4. Immediate superior - the term "immediate superior" shall mean the principal, or the Director of Special Services, and ultimately the Superintendent.

5. School day - a "school day" shall be defined as any day when students are expected to attend, and teachers are expected to teach.

6. Representative - the term "representative" shall mean an agent chosen by the aggrieved.

B. Purpose

The purpose of this procedure is to secure equitable solutions at the lowest administrative level which may arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

The Board and the Association hereby declare that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action.

C. Procedure

1. Time Limits - Grievances shall be moved by steps, described below, promptly. Time limits specified for either party may be extended only by mutual agreement between the aggrieved and the superior at that stage.

Any grievance not presented to the immediate superior within 25 school days from the date the alleged grievance occurred shall not be entitled to consideration under this grievance procedure and the aggrieved party (parties) shall be unconditionally barred from relief thereunder.

2. Step One - Any employee having a grievance will discuss it with his/her immediate supervisor with the objective of resolving the matter informally.

Should a grievance not be settled on an informal basis it shall be reduced to writing by both parties and submitted at the

next step. The administrator shall render a written decision or reply to the aggrieved within 10 days.

3. Step Two - If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance in writing to the Superintendent when he/she is not the immediate superior of Step One. The appeal to the Superintendent shall be made within ten (10) days. The Superintendent shall render his/her decision after receiving such written grievance from the aggrieved employee within ten (10) days from receipt of grievance.

4. Step Three - If the grievance is not resolved to the satisfaction of the aggrieved employee, a review by the Board of Education may be requested within ten (10) days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or a committee thereof, shall review the grievance within thirty (30) days and shall hold a hearing with the aggrieved employee and render a decision in writing within ten (10) days to the aggrieved employee.

5. Step Four - Arbitration - If the aggrieved employee is not satisfied with the disposition of his/her grievance in the foregoing step, he/she shall have ten (10) school days to notify the Board and file for arbitration.

The Board or the aggrieved employee, or his/her representative, shall apply for an arbitrator through the Public Employment Relations Commission and shall be governed by the rules and regulations thereof. The arbitrator's decision shall be final and binding on both parties and all parties shall immediately perform and comply with terms of the award.

ARTICLE IV

LEAVES

A. All regularly employed Supplemental Teachers shall receive 10 sick days per year. Such days will be accumulative. For those Supplemental Teachers regularly employed during the previous school year, those days will be credited at the start of the school year.

B. Bereavement leave as follows:

1. Spouse, child, parent, grandparent, brother, sister, in-law, or any other member of your immediate household - up to five (5) days.

2. Friend or relative outside the immediate family - two (2) days.

C. Two (2) days leave are allotted for personal matters. These might include:

Family illness	House closings
Legal Business	Household Emergencies
Weddings	Graduations
Other good cause	

D. Leave of Absences:

The Board may, within its sole discretion, grant leaves of absence without pay upon the proper application and with the recommendation of the Superintendent.

ARTICLE V

WORK YEAR - HOURS AND LOAD

A. Supplemental Teachers shall be assigned to not less than the level of hours they were assigned during the 1984-85 school year. The number of hours may be increased during the school year, however, depending upon a final determination by the Board of the number of students in need of supplemental instruction.

B. Supplemental Teachers shall be issued employment contracts by the Board in the same manner as full time classroom teachers. The contract shall contain a starting and ending date of employment.

C. All Supplemental Teachers teaching more than ten (10) hours a week will be paid for two hours of planning time per week based on their rate on the guide. All Supplemental Teachers teaching less than ten (10) hours a week will be paid for one hour of planning time per week based on the guide. This planning time will be granted for preparation, planning, conferences and any reports required by the Board of Education.

D. Supplemental Teacher schedules will be equalized whenever possible. Before new Supplemental Teachers are employed attempts will be made to increase the schedules of existing Supplemental Teachers.

E. Students will be scheduled consecutively where feasible.

F. The administration shall attempt to develop a system to record hours of employment for Supplemental Teachers other than that of filling out time sheets.

G. Supplemental Teachers shall be paid whether the student assigned is present in school or not, unless notified prior to the start of the school day.

ARTICLE VI

PAY PERIODS

A. All Supplemental Teachers will be paid in equal semi-monthly installments.

B. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

C. Supplemental Teachers shall receive their final checks on the next district pay day following their last working day.

ARTICLE VII

SALARY GUIDES

The salary of each employee covered by this Agreement is set forth in Schedule "A" and "B" which is attached hereto and made a part hereof.

ARTICLE VIII

INSURANCE PROTECTION

Supplemental Teachers may elect to purchase individual or family insurance coverage at group rates without cost to the Board.

ARTICLE IX

TUITION REIMBURSEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, in-service training sessions or other such sessions which a teacher is required or requested to attend by the Superintendent of Schools.

ARTICLE X

SUPPLEMENTAL TEACHER'S RIGHTS

A. Whenever any Supplemental Teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect that supplemental teacher then he/she shall receive prior written notice (minimum 24 hours) of the reasons for the meeting or interview and shall be entitled to have representatives of the Association to advise him/her and represent him/her during the meeting.

B. Any question or criticism by a supervisor, administrator or board member of a teacher shall be made in confidence and not in the presence of students, parents or other public gatherings.

C. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. No teacher shall be reduced in rank, suffer loss of compensation or shall be deprived of any professional advantages without just cause.

ARTICLE XI

ASSOCIATION RIGHTS

A. The Association shall be permitted reasonable use of school buildings, school equipment, inter-school mail, mail-boxes, etc. upon application to the appropriate administrator provided said use shall not include inflammatory or derogatory material.

B. The Board agrees to furnish to the Association information which may be necessary for the Association to process any grievance or complaint or to develop Association programs.

C. The Association shall have the use of a bulletin board in each school convenient to its members, however said use shall not include inflammatory or derogatory material.

ARTICLE XII
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following 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 representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

C. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the

membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or

2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract

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

b. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the trans-

mission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. The Association agrees to save the Board of Education harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

ARTICLE XIII

MANAGEMENT RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority (1) to direct employees of the school district; (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duty because of lack of work or for other legitimate reasons; (4) to maintain efficiency of the school district operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIV

LIAISON COUNCIL

A. A Liaison Council shall be established by October 15 of each year. It shall consist of the Association's representative council (officers and building representatives) and the Superintendent of Schools, or his/her designee.

B. The Council shall meet once a month to discuss non-instructional matters.

- C. The Council shall establish its own rules or procedures.
- D. Recommendations from the Liaison Council shall be submitted to the Board and the Board shall respond in a reasonable period of time.

ARTICLE XV

EVALUATION

A. FREQUENCY

Tenured supplemental teachers shall be evaluated twice (2) and non-tenured supplemental teachers shall be evaluated three (3) times a year by certified administrators. Such evaluations shall be reduced to writing.

B. Copies of Evaluation

A copy of each classroom visitation or evaluation report shall be given to each teacher at least one school day before any conference to discuss it. At the end of the conference the evaluation must be signed by the teacher and the evaluator.

C. All monitoring or observation of the work performance of any teacher shall be conducted openly and with full knowledge of the instructor.

D. The Board shall not establish any separate personal file which is not available for the teacher's inspection.

ARTICLE XVI

MISCELLANEOUS

A. Each year or major fraction thereof of Supplemental Teacher employment shall be credited as a step on the salary guide.

B. Any tenure and seniority rights which a Supplemental Teacher may have shall be recognized by the Board, and they shall be appropriately placed on the seniority lists presently maintained for regular teaching staff members.

C. During the life of the Agreement the Association agrees that there shall be no strike of any kind, slow-down, sit-down, stay-in, work stoppage or any other type of organized interference with the employer's business and further that the Association will do everything in its power to prevent its members from participating in any unauthorized strike, work stoppage, slow-down, or other activity aforementioned, including, but not limited to, publicly disavowing such action in the local newspapers and ordering all such members who participate in such unauthorized activity to cease and desist from same immediately and to return to work.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be for a period of two (2) years, commencing July 1, 1985 and ending June 30, 1987.

FOR THE ASSOCIATION

James M. McCreary

Date: *May 20, 1985*

FOR THE BOARD

Margaret L. Krause
President

Date: *5/3/85*

Paul J. [unclear]
Business Administrator-
Board Secretary

SCHEDULE A

1985-86 SUPPLEMENTAL TEACHERS' SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	9.28	9.93	10.68	11.42	12.56
2.	9.70	10.22	10.97	11.71	12.86
3.	10.70	11.00	11.28	12.03	13.17
4.	11.25	11.35	11.62	12.37	13.51
5.	11.40	11.50	12.18	12.97	13.84
6.	11.53	12.00	12.78	13.58	14.72
7.	12.09	12.55	13.30	14.18	15.32
8.	12.65	13.11	13.86	14.79	15.93
9.	13.25	13.76	14.53	15.49	16.63
10.	13.86	14.41	15.19	16.18	17.33
11.	14.46	15.07	15.85	16.88	18.02
12.	15.07	15.72	16.52	17.58	18.72
13.	15.72	16.52	17.33	18.42	19.58
14.	16.37	17.32	18.15	19.25	20.44
15.	17.02	18.12	18.96	20.09	21.31
16.	18.91	20.51	21.35	22.68	24.08
17.	19.47	21.82	22.75	24.12	25.62

SCHEDULE B

1986-87 SUPPLEMENTAL TEACHERS' SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	9.47	10.13	10.89	11.88	12.81
2.	9.90	10.42	11.19	11.94	13.11
3.	11.00	11.15	11.51	12.27	13.43
4.	11.50	11.55	11.85	12.62	13.78
5.	11.70	11.80	12.42	13.23	14.12
6.	11.85	12.24	12.99	13.85	15.01
7.	12.33	12.80	13.57	14.46	15.63
8.	12.90	13.37	14.14	15.09	16.25
9.	13.52	14.04	14.81	15.80	16.96
10.	14.14	14.70	15.49	16.50	17.68
11.	14.75	15.37	16.17	17.22	18.38
12.	15.37	16.03	16.85	17.93	19.09
13.	16.03	16.85	17.68	18.79	19.97
14.	16.70	17.67	18.51	19.63	20.85
15.	17.36	18.48	19.34	20.49	21.73
16.	19.29	20.92	21.78	23.13	24.56
17.	20.44	22.26	23.17	24.60	26.13

SUPPLEMENTAL TEACHERS

<u>NAME</u>	<u>APPROVED HOURS</u>
Dorothy Anton	653
Harriet Aronowitz	731
Frances Behrman	643
Doris Brauch	684
Mary Christie	691
Agatha Demeyer	645
Kathleen Duxbury	654
Elaine Ehrlich	573
Ursula Erit	596
Anne Fedor	607
Irma Fishman	695
Eileen Fitzpatrick	641
Shirley Freedman	668
Judith Frost	619
Mary Ann Gainer	342
Carol Garrigan	593
Evelyn Glodic	716
Anne Greene	717
Bernadette Harrison	634
Frances Hoffman	710
Esther Kaplan	658
Mildred Kay	657
Lucille Kehoe	673
Rosemary Kuzminski	603
Susan Ladov	663
Carol Lebreuz	353
Eleanor Liljigren	631
Donata Marino	453
Einily McCourty	495
Teresa McDevitt	637
Ellen Merlin	584
Evelyn Miller	666

Supplemental Teachers
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<u>NAME</u>	<u>APPROVED HOURS</u>
Sharon Miller	616
Judy Modes	679
Alice Osur	612
Cynthia Phillipe	495
Jean Piverotto	659
Patricia Prail	525
Eleanor Redfearn	667
Kathleen Robertson	578
Judi Rose	704
Edwina Rusin	756
Dorothy Sanchirico	705
Anita Schult	630
Maris Schwartz	691
Kathleen Shepard	614
Madeline Stanley	607
Helen Veli	615
Barbara Wolff	662