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*N. J. State  
Public Employment  
Relations Commission*

A G R E E M E N T

between the

BOARD OF EDUCATION OF WARREN TOWNSHIP  
THE COUNTY OF SOMERSET, NEW JERSEY

and the

WARREN TOWNSHIP EDUCATION ASSOCIATION

April, 1973-74

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PREAMBLE

This agreement entered into this 24th day of April, 1973 by and between the Warren Township Board of Education, Warren, New Jersey, hereinafter called the "Board," and the Warren Township Education Association hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Ch. 303, Laws of 1968, mutually agree as follows:

## ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified full-time teachers under contract, on leave or employed by the Board but excluding nurses, psychologists, social workers, supervisory and/or administrative personnel.

## ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a procedure in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counterproposals.

## ARTICLE III

GRIEVANCE PROCEDUREA. Definitions

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting a teacher or a group of teachers. Exclusion - a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may affect teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. Grievances must be processed as quickly as possible. The number of days indicated at each level is maximum. They may be extended only by mutual consent.
2. Level One - A teacher shall first discuss his grievance with his immediate superior, within five work days of its occurrence, to resolve the matter informally.
3. Level Two - If a mutually satisfactory resolution of the grievance is not communicated to the grievant within ten work days of Level One, he may forward his grievance in writing to the Superintendent. The Superintendent shall meet with the grievant and/or his representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of "the immediate superior" at that meeting.

4. Level Three - If a satisfactory resolution of the grievance has not been communicated to the grievant within ten work days of the Level Two meeting, the grievant and/or his representatives may submit the grievance to the Board of Education. Within fifteen work days of the receipt of grievance the Board shall notify the grievant as to whether or not a hearing will be held. If no hearing is set the grievant may proceed to Level Four. If a hearing is set, the Board must hold it within twenty work days of Board receipt of grievance. The grievant and/or his representatives would meet with the Board and/or its representatives. The Board's decision shall be communicated to the grievant within five work days of this meeting.
5. Level Four - Appeals beyond Level Three may be made as prescribed by law.

The filing of a grievance does not relieve the grievant of the responsibility for complying with administrative directive until such time as the grievance is resolved.

D. Miscellaneous

1. Decisions unsatisfactory to the aggrieved which are moved to the next step shall be in writing. The decisions and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views with the approval of the grievant.
2. All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives.

## ARTICLE IV

TEACHER AND BOARD RIGHTS

- A. Teacher rights shall be as covered in Chapter 303, Public Laws 1968.
- B. It is understood that the Board of Education is forbidden to waive any rights or powers granted to it by law.
- C. The teacher shall maintain the responsibility to determine grades based upon his professional judgement of available criteria pertinent to any given subject and/or activity for which he is responsible.

## ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 Report, agendas and minutes of all public board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all teachers.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any teacher participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.  
  
(2) It is recommended that all Level Four Grievance Procedures be conducted outside school hours. If this is not possible the cost of a substitute shall be deducted from the salary of the grievant and the Association representatives.
- C. Teacher-Administration Liaison Committee (TALC)

This Committee shall consist of representatives of the Association (a chairman and representative of each school) and the Superintendent of Schools. The Superintendent will act as Chairman of TALC. The Committee's function will be to review and discuss local school problems and practices and to make recommendations as to their correction and solution. (principal)

## ARTICLE VI

SCHOOL CALENDAR

A. Prior to March 1 of each year TALC shall meet and make recommendations concerning the School Calendar. The Board will give due consideration to these recommendations in exercising its legal responsibility in adopting a school calendar.

B. The school year 1973-74 shall be ten calendar months extending from approximately September 1 to June 30. In no case shall this exceed 187 work days of which 184 are days in which students are in attendance.

C. It is desirable that the school calendar:

1. Be available by April 15.
2. Regional coordination be attempted as a matter of convenience to parents and children.



## ARTICLE VII

TEACHING HOURS, LOAD, AND ASSIGNMENT

- A. All classroom and special teachers are to be in the building by 8:20 A.M. and will not leave the building before 3:20 except with permission of responsible administrative personnel. Back-up teachers must be available during the times of their duties. This in no way limits the necessary duties which require the teacher to stay longer.
- B. All classroom teachers shall be notified of their subject, grade level, and building assignment for the forthcoming year prior to the last day of school. Exception -- specialists.  
If a change in assignment is required the affected teacher will be involved in the discussion prior to the change. A final teaching schedule will be provided to each departmental teacher as soon as available and in no case later than the opening day of school.
- C. Every effort will be made that 7th and 8th grade teachers of Science, Math, Language Arts, Social Studies and Foreign Language shall not be required to teach more than a total of two (2) subject areas, nor more than a total of three (3) teaching preparations at any one time.

## ARTICLE VIII

NONTEACHING DUTIES

- A. The Board agrees to provide teacher aides at the following schools for the designated functions:
1. Mt. Horeb, Washington Valley, Central and Woodland Schools - Aides to cover noontime duties, A.M. bus duty, and P.M. bus duty.
  2. Middle School  
Aides for A.M. and P.M. bus duty.
- B. The Association agrees to assist the Administration in setting up criteria for the selection of aides, training the aides, and in the evaluation of the aides.
- C. Back-up teachers will be available for all aide duties.

## ARTICLE IX

TEACHER EMPLOYMENT

- A. The Board will attempt to hire teachers with standard New Jersey certification for every full time teaching assignment. The Board of Education reserves the right, in cases of emergency, to employ new teachers to the system at any salary it may deem necessary, but will attempt to adhere to the salary guide at all other times when employing new personnel.
- B. 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the contractual school year in accordance with paragraph 2 below.
2. Full credit shall be given upon initial employment or re-employment for:
- a. All military experience up to four years.
  - b. Pertinent teacher related experience in Peace Corps, Vista, or National Teacher Corps
  - c. Actual time spent in teaching on a Fulbright Scholarship
  - d. Previous public teaching experience under a full year contractual agreement in a duly accredited school
  - e. Private and parochial school experience will be evaluated by the Board for salary guide credit.
3. The Board of Education may withhold for inefficiency, or other good cause, all or part of the employment increment of any teacher in any year by a majority vote of all members of the Board of Education. Written notice of such action, together with the reasons therefor, shall be given to the teacher concerned.

C. Professional Training shall be defined as follows:

1. Bachelor's Degree shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of satisfactory completion of 128 semester hours in any college or university whose courses for the bachelor's degree are acceptable to the State Board of Examiners for certification purposes.
2. Bachelor's plus 15 shall mean proof of the satisfactory completion of 15 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university whose graduate courses for master's degree are acceptable to the State Board of Examiners for certification purposes.
3. Master's Degree shall mean a master's degree conferred by a college or university whose courses are acceptable to the State Board of Examiners for certification purposes.
4. Master's plus 15 shall mean proof of satisfactory completion of 15 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
5. Master's plus 30 shall mean proof of satisfactory completion of 30 additional semester hours in graduate courses in any college or university, or colleges or universities, whose graduate courses are acceptable to the State Board of Examiners for certification purposes.
6. Any teacher meeting the equivalency requirements may apply to the Board for salary guide equivalency recognition. Such application should be accompanied by complete official transcripts of all college work successfully completed and other documents necessary to assist the Board in properly evaluating the application.

D. Teachers shall be notified of their contract status, salary status and pay schedules for the ensuing year by April 15.

## ARTICLE X

SALARIES AND FRINGE BENEFITS

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
1. Teachers may individually elect to have approximately (12) twelve percent of their monthly salary deducted from their pay. These funds shall be paid to the teachers on or before July 15 and August 15.
  2. Teachers employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly installments.
  3. 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.
  4. A teacher shall receive his final check on or before June 30.
- B. Teachers achieving the next salary level on the guide through additional education shall be placed on that level effective February 1 (prorated) and/or September 1 consequent to certification by the Superintendent and by Board action subject to Article IX, B3.
- C. With prior approval of the Superintendent, teachers shall be reimbursed 100% of tuition costs not to exceed 100% of the current State University tuition for all successfully completed graduate courses. Exclusion - those courses necessary for certification to maintain the current position. Reimbursement shall be made twice a year (spring and fall).
- D. Medical Insurance
1. The Board shall provide full medical insurance for teachers and their dependents.
  2. This protection shall be comparable to that provided by:
    - a. Health Service Inc. - Major Medical
    - b. Blue Cross New Jersey - Basic
    - c. Rider J
    - d. Blue Shield - New Jersey - Basic
  3. The Board reserves the right to name the carrier.
  4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each teacher.
- E. Compensation for the use of private automobiles for authorized Board activities shall be 10¢ per mile.

Salaries and Fringe Benefits, continued

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F. Compensation as indicated shall be paid for the following extra duties for 1973-74.

1. 8th Grade Class Adviser	\$ 100.00
2. Student Council Advisers Two at \$100.00 each	200.00
3. Middle School Courant	100.00
4. Bus Patrol Advisers One at each school at \$100.00 each	500.00

G. Bedside instruction shall be compensated \$8.00 per hour in the child's home and \$10.00 per hour in the hospital for 1973-74.

## ARTICLE XI

TRANSFERS AND PROMOTIONS OF PERSONNEL

A. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association President for posting upon receipt, when school is in session. Teachers interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

Teachers who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.

B. Teachers may request a transfer within the school district or a change in instructional and/or grade level assignments within the scope of their certificates by notifying their school principal in writing prior to February 15 for the following school year.

C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the teacher affected, if the teacher can be reached. Notices of such transfers will be given to the teacher involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

## ARTICLE XII

TEACHER EVALUATION

- A. Teachers shall be evaluated by the administration.
- B. When monitoring or observing the work performance it shall be conducted openly and with full knowledge of the teacher.
- C. A teacher shall meet with the evaluator to discuss the evaluation and may request additional meetings for further discussion. No such report shall be submitted to the Superintendent's office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

## ARTICLE XIII

SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than seven years service in Warren Township.
  2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the teacher's continuous employment by the Board 18A: 30-3, 3.1.
  3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with seven years or more service in Warren Township, these shall be cumulative.
  4. Teachers while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
- B. Any teacher whose personal illness extends beyond the period compensated under Article XIII A shall be deducted at the rate of 1/200th of the teacher's salary or the cost of a substitute at the discretion of the Board. Upon return from leave, he shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time teachers shall be prorated.



## ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

## A. Upon Approval of the Administration

1. Five days per occasion if required for death in the immediate family (spouse, child or parent); three days per occasion if required for death of brother, sister, mother-in-law or father-in-law.
2. For other death in the family -- one day per occasion -- maximum of two occasions per year to include grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
3. For the conduct of personal affairs which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of teachers' school term. Application to the teacher's principal shall ordinarily be made at least three days prior to the leave. Maximum allowance -- three (3) days per year. No reason required for two of the three days.
4. For the religious holidays where their observance prevents the teacher from working on a school day. Maximum two days per year.

## B. Upon Approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. For jury duty, maximum allowance as required.
3. For appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding, except where a teacher is suing the Board, if the teacher is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.

4. Differential pay between salary and government pay shall be paid by the Board for temporary active duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session. Maximum allowance -- as required.
  5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. Deduct cost of substitute.
- C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

## ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. All requests, extensions or renewals of extended leaves without pay, shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.
- B. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. She may request a maternity leave without pay, and said leave shall be granted. The effective date and the duration of the leave shall be at the discretion of the Superintendent.
- C. The Board shall grant a leave of absence to any teacher to serve in public office in accordance with the law, Title 18A: 6-8.1; 8.2. No increment experience or credit will be granted for this leave nor shall such time count toward fulfillment of time requirements for tenure purposes.
- D. Sabbatical
1. Any teacher who has served in the district for a period of not less than seven (7) years may, on recommendation of the Superintendent be granted a leave of absence for one year for the purpose of professional improvement through study or travel.
  2. The teacher's request for a sabbatical should outline in detail the proposed professional improvement plan for Board review. The initial request for a sabbatical shall be made prior to November 1st of the school year previous to the year for which the leave of absence is desired. Final details shall be submitted by December 1st and shall be approved or rejected by January 15. The number of teachers that shall be permitted to take sabbatical leave in any one year shall not exceed 1% of the total teaching staff unless the Board finds that unusual conditions make additional leaves desirable. Purpose, date of application and service will be factors in determining the number of grants within the budgetary limits for that year.

## Extended Leaves of Absence, continued

## (Sabbatical, continued)

3. During this sabbatical period, such teacher agrees not to engage in any employment for remuneration without the approval of the Superintendent. In the event that a scholarship stipend is part of the sabbatical arrangements the total cash remuneration (stipend plus sabbatical salary) may not exceed the regular annual salary of the teacher.
4. During this leave of absence (sabbatical) the teacher shall continue in the employ of the Board and shall receive an annual compensation equal to one-half his annual salary for that year (except as provided in #3 above). From this compensation shall be made the regular deductions for the Teachers Pension and Annuity Fund and such other deductions that are required by law or that have been requested by the teacher. Where  $\frac{1}{2}$  year sabbatical is granted, the teacher shall receive for that  $\frac{1}{2}$  year  $\frac{3}{4}$  salary.
5. As a condition for the granting of this sabbatical, the teacher shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue, the teacher may be required to repay to the Board a sum bearing the same ratio to the amount of salary received while on sabbatical to that of the unfulfilled portion of the sabbatical contract.
6. Upon return from Sabbatical leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. He shall continue as an employee in the Warren Township system for a minimum of two years unless the parties mutually agree otherwise.

## ARTICLE XVI.

SUBSTITUTES

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and should be discouraged, except in an emergency. When possible, if no substitute is available, the students involved shall be apportioned among the classes in session.

## ARTICLE XVII.

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

Both parties are aware of the following statutes:

- A. Title 18A:6-1. Use of reasonable force by teachers.
- B. Title 18:A16-6. Indemnity of officers and employees against civil actions.
- C. Title 18A:16-6.1. Indemnity of officers and employees in certain criminal actions.
- D. Title 18A:30-2.1 Payment of sick leave for service connected disability.
- E. Title 18A:37-2. Causes for suspension or expulsion of pupils.

## ARTICLE XVIII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Warren Township Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of said associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJS. 52:14-15.9e) under rules established by the State Department of Education.

## ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract between the Board and an individual employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. Copies of this Agreement shall be duplicated within thirty days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board. The cost of such duplicating shall be shared equally by the Board and the Association.

## ARTICLE XX

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This Contract shall remain in full force and effect from July 1, 1973 to June 30, 1974.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the new Agreement would otherwise have become effective.

In witness whereof the parties have executed this Agreement, the day and year first above written:

Board of Education of the Township of Warren

Attest: By \_\_\_\_\_ President

Negotiated by:

\_\_\_\_\_  
Secretary

Chairman Dr. George V. Downing

Members Mr. Robert LaMaire  
Mrs. Ruth Mohyla  
Mr. Gerald Slotnick  
Mr. George Wilkening

Advisory Dr. Angelo L. Tomaso, Superintendent

Warren Township Education Association

Attest: By \_\_\_\_\_ President

Negotiated by:

\_\_\_\_\_  
Secretary

Chairman Mr. B. Terhune Beebe

Members Miss Carol Friend  
Mr. Michael Gallina  
Mr. Richard Rundle

Advisory Mr. Franklyn Caswell  
Mr. William Schmeisser



SCHEDULE A

WARREN TOWNSHIP ELEMENTARY SCHOOLS

SALARY GUIDE 1973-74

Years of Experience	P R O F E S S I O N A L T R A I N I N G				
	Bachelor's Degree	Bachelor's Plus 15	Master's Degree	Master's Plus 15	Master's Plus 30
0	\$ 8,550	\$ 8,750	\$ 9,150	\$ 9,350	\$ 9,550
1	8,950	9,150	9,550	9,750	9,950
2	9,350	9,550	9,950	10,150	10,350
3	9,775	9,975	10,375	10,575	10,775
4	10,200	10,400	10,800	11,000	11,200
5	10,625	10,825	11,225	11,425	11,625
6	11,050	11,250	11,650	11,850	12,050
7	11,475	11,675	12,075	12,275	12,475
8	11,900	12,100	12,500	12,700	12,900
9	12,325	12,525	12,925	13,125	13,325
10	12,750	12,950	13,350	13,550	13,750
11	13,200	13,400	13,800	14,000	14,200
12	13,650	13,850	14,250	14,450	14,650
13	14,100	14,300	14,700	14,900	15,100
14	14,550	14,750	15,150	15,350	15,550
17 yrs. in Warren	14,850	15,050	15,450	15,650	15,850