

AGREEMENT

between the

WANAQUE BOROUGH DISTRICT

BOARD OF EDUCATION

(Passaic)

and the

WANAQUE BOROUGH

EDUCATION ASSOCIATION

X July 1, 1979 - June 30, 1982

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ARTICLE I - RECOGNITION

1. The Wanaque Borough Board of Education hereby recognizes the Wanaque Borough Education Association, hereafter referred to as the WBEA, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed full or part time teachers, fully certified nurses, social workers and the school psychologist, hereinafter referred to as employees.

ARTICLE II - NEGOTIATIONS OF SUCCESSOR AGREEMENT

1. The parties agree to enter into collective negotiations between September 10, 1981 and October 15, 1981 over a successor agreement in accordance with Chapter 123, Public Law, 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

2. It is further agreed that the WBEA will submit a complete successor agreement to the Board no later than September 1, 1981, and the Board agrees to submit a successor agreement to the WBEA no later than September 20, 1981. It is agreed that no new items not included in the original documents will be introduced during the negotiations period.

3. Any agreement so negotiated shall be reduced to writing, be signed by the Board of Education and the WBEA, and be adopted by the Board and the WBEA.

4. The term of this agreement shall be July 1, 1979, through June 30, 1982.

6. Any employee who has a grievance shall discuss it first with his Principal or immediate superior or department head (if applicable) within twenty-five (25) school/business days in accordance with paragraph 1 of this article in an attempt to resolve the matter informally at that level. (Step 1.)

7. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school/business days, he shall set forth his complaint in writing to the Principal. The Principal shall communicate his decision to the employee in writing within five (5) school/business days of the receipt of the written complaint. (Step 2.)

8. The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) school/business days from the date of decision by the principal and must set forth the grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee and the Principal. (Step 3.)

9. If the grievance is not settled after reaching the Superintendent of Schools, the matter must be referred to the Professional Rights and Responsibilities Committee of the WBEA for consideration. The chairman of the Rights and Responsibilities Committee shall be reported each year to the Superintendent of Schools by the WBEA

in writing within fifteen (15) school/business days from the time the Board receives the appeal, providing no outstanding grievance exists at the Board level. If an outstanding grievance exists the fifteen (15) day period shall begin upon written reply to the previous grievance. (Step 5.)

14. If the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may within five (5) school/business days request in writing that the Chairman of the Professional Rights and Responsibilities Committee submit the grievance to binding arbitration. If said Committee determines that the grievance is meritorious, it may submit the matter to binding arbitration within ten (10) school/business days after receipt of the request by the aggrieved person. Such arbitration shall be in accordance with Rule 19:12-14 of the New Jersey Public Employment Relations Commission, as supplemented and amended. (Step 6.)

15. The parties agree to follow the procedures outlined in the agreement, and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted. However, if both parties to this agreement mutually agree, expedited arbitration procedures under the rules of P.E.R.C. may be utilized at any step of the procedure.

16. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

5. Employees shall have the opportunity to suggest items for the agenda. The administration agrees to commence all meetings no later than thirty (30) minutes after all students are dismissed, and such meetings may last more than sixty (60) minutes in duration if the additional time is devoted to employee input or employee requested agenda.

6. The Board of Education will provide two early dismissal days for students and an additional day for staff only, at the end of the school year for the collection of books and all other preparations for the close of school.

#### ARTICLE V - SUBSTITUTE TEACHERS

1. The Board of Education will maintain to the best of its endeavors an adequate and appropriate list of substitute teachers and will attempt to obtain such substitute teachers whenever necessary.

2. On any given day(s) that a substitute teacher cannot be obtained and the Superintendent of Schools or his/her designee determines that it is most expedient under the circumstances to divide the children of any given class or to have a total class covered by a teacher, then and in that event, the regular teacher to whom said children have been assigned shall, in addition to his normal compensation, receive an additional remuneration of \$40.00. In the event it becomes necessary to assign children to more than one teacher, such amount shall be divided among the teachers involved. Such additional monies shall not be construed as part of any teacher's salary for purposes of pension, etc.

B. A written notice that such employment will not be offered.

2. Prior to April 30th of each year, the immediate supervisor of a non-tenured employee shall have had appropriate communication with said employee regarding his/her teaching effectiveness.

ARTICLE VIII - ASSIGNMENT

1. In the event that changes in class and/or subject assignments, building assignments are proposed after June 1, the Association and any employee affected shall be notified in writing and, upon the request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent and the employee affected. Sole right of transfer shall rest with the Board of Education.

2. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of 16¢ per mile for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the employee's home to his first location or from the employee's last location to his home is greater than the distance between the employee's home and his base school, the employee shall be reimbursed for the difference at the rate of 16¢ per mile.

ARTICLE IX - EVALUATION

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Any evaluation or informal criticism of the performance of an employee shall be done in a confidential professional setting.

6. Any complaints regarding an employee that may influence evaluations of said employee, made to any member of the administration shall be revealed to said employee. The Principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee, after the initial meeting, shall have the right to be represented by the WBEA at any meetings or conferences regarding such complaint.

7. Any complaint unresolved between the employee and the principal may be submitted by the employee to the grievance procedure set forth in Article III of the agreement and shall commence at step three (3).

8. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel files unless the employee has had an opportunity to review the material. The employee shall acknowledge having received such materials by immediately affixing his/her signature to an attached receipt to be filed with the express understanding that such signature in no indicates agreement with the contents.

9. The employee shall also have the right to submit a brief written response pertinent to such derogatory material within five (5) school/business days. His/her answer shall be reviewed and signed by the Superintendent or his designee and attached to all copies of said derogatory material. Within five (5) days of receipt all formal documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.



ARTICLE XI - LEAVE WITHOUT LOSS OF SALARY

1. All employees shall be entitled to three (3) days' leave of absence per school year. Other than emergencies, to request a leave of absence an advance notice of three (3) school days shall be given to the administration. In the event an employee does not use their personal days, such days not utilized shall accumulate as sick days.

2. The Board of Education shall allow five (5) days' leave at any one time for death in the immediate family. Immediate Family shall be wife, husband, children, step children, mother, father, sister, brother, father-in-law, mother-in-law, grandfather, grandmother, and all the above for the spouse. In circumstances where five (5) days are insufficient to fulfill the intent of this article, the Superintendent shall have the discretionary authority to extend the period beyond the five (5) days.

3. The Board of Education shall encourage all employees unable to attend the NJEA Convention to utilize these days for professional improvement.

4. Professional Days may be granted upon recommendation of the Superintendent and approved when necessary by the Board.

5. All employees shall be entitled to twelve (12) cumulative sick days per school year.

6. Employees shall be given written accounting of accumulated sick leave sometime during the year at the convenience of the administration.

ARTICLE XII - EXTENDED LEAVES OF ABSENCE

1. The Board shall grant maternity leave to any employee who is expecting a child, upon request, subject to the following stipulations and limitations:

2. No more than two (2) individuals from the district may be on sabbatical leave at any one time.

3. Requests for sabbatical leave for the ensuing school year shall be made in writing through the Superintendent of Schools to the Board of Education by April 1st of each year. Such requests shall include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.

4. The Sabbatical leave is granted without pay for a maximum period of one year. However, the Board of Education will continue to provide health insurance coverage to the individual while on sabbatical leave so long as it is permitted by the terms of the insurance coverage currently in force.

5. Individuals on sabbatical leave may participate in any tuition reimbursement program currently in effect in the district.

6. Upon return from sabbatical leave, an individual will receive full credit for the time spent on such leave towards the next salary increment provided he has successfully fulfilled the program of study, travel or research approved by the Board.

7. During the course of the sabbatical leave, the individual shall make such regular written reports to the Superintendent of Schools as he may require and upon completion of the leave a final written report shall be made to the Superintendent of Schools and the Board of Education.

8. As a condition to a sabbatical leave the individual shall be deemed to have agreed, by acceptance of such leave, to continue in the service of the Wanaque School District for a period of one (1) year after the expiration of the sabbatical leave. Voluntarily failing to so continue in service, the individual shall repay to the Board of Education the full cost of health insurance benefits provided while on leave and any tuition reimbursement received.

B. Reimbursement shall be made upon submission to the Superintendent of proof of successful completion of course(s).

ARTICLE XV - HEALTH INSURANCE

1. The Board of Education shall provide each employee with New Jersey Public Employees' Health Benefit Plan and pay the premium for said employee.

2. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.

3. (See salary guide for options 1980-81 and 1981-82.)

ARTICLE XVI - SALARY

1. The salary guide attached hereto and made part hereof shall be adopted by the Board of Education and accepted by the WBEA.

2. The negotiated salary schedule for 1979-1982 shall contain steps numbered consecutively 1-14.

3. All employees having 15 years continuous teaching service in the Wanaque Public School District shall receive a stipend of \$400.00. All staff members currently receiving the longevity increment shall not be effected by the continuous teaching clause in the above. Longevity stipend shall commence at the 15th year.

4. An additional stipend of \$100.00 shall be paid to all employees after 19 years of continuous service in the Wanaque Public School District.

5. Salary increment, salary increases and longevity stipends may be withheld in whole or in part for inefficiency or other just causes related to the performance of duties and only in accordance with the following:

9. If the resultant action of the Board is to withhold a salary increment, salary increase, longevity stipend, it shall, within ten (10) days, give written notice of such action, together with the reasons therefore, to the employee concerned.

10. Any salary increment, salary increase or longevity stipend or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the salary increment, salary increase or longevity stipend previously withheld and any additional increments which may be due may be withheld in whole or in part.

#### ARTICLE XVII - MISCELLANEOUS PROVISIONS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### ARTICLE XVIII - MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself all rights not enumerated in this contract subject to the laws of the State of New Jersey, the Constitution of the United States, the Commissioner of Education and board rules and regulations.

WANAQUE BOROUGH BOARD OF EDUCATION

SALARY GUIDE

1979 - 80

| <u>STEP</u> | <u>B.A.</u> | <u>M.A.</u> | <u>M.A.+30</u> |
|-------------|-------------|-------------|----------------|
| 1.          | 11,000      | 12,000      | 13,000         |
| 2.          | 11,450      | 12,350      | 13,400         |
| 3.          | 12,050      | 12,600      | 13,800         |
| 4.          | 12,380      | 13,000      | 14,200         |
| 5.          | 12,900      | 13,400      | 14,600         |
| 6.          | 13,530      | 14,000      | 15,000         |
| 7.          | 14,230      | 14,700      | 15,400         |
| 8.          | 14,830      | 15,400      | 15,850         |
| 9.          | 15,470      | 15,900      | 16,450         |
| 10.         | 15,950      | 16,300      | 17,150         |
| 11.         | 16,370      | 16,800      | 17,600         |
| 12.         | 16,820      | 17,350      | 18,250         |
| 13.         | 17,270      | 18,050      | 19,250         |
| 14.         | 18,400      | 19,650      | 20,870         |

WANAQUE BOROUGH BOARD OF EDUCATION

SALARY GUIDE

1980 - 81

| <u>STEP</u> | <u>B.A.</u> | <u>M.A.</u> | <u>M.A.+30</u> |
|-------------|-------------|-------------|----------------|
| 1.          | 11,400      | 12,300      | 13,200         |
| 2.          | 11,850      | 12,750      | 13,600         |
| 3.          | 12,300      | 13,200      | 14,000         |
| 4.          | 12,900      | 13,450      | 14,400         |
| 5.          | 13,250      | 13,850      | 14,850         |
| 6.          | 13,800      | 14,250      | 15,300         |
| 7.          | 14,450      | 14,900      | 15,750         |
| 8.          | 15,200      | 15,600      | 16,200         |
| 9.          | 15,800      | 16,350      | 16,850         |
| 10.         | 16,530      | 16,950      | 17,400         |
| 11.         | 17,020      | 17,400      | 18,100         |
| 12.         | 17,450      | 17,950      | 18,600         |
| 13.         | 17,900      | 18,550      | 19,250         |
| 14.         | 19,300      | 20,400      | 21,800         |

In addition to the above the Association shall have the option of utilizing \$100 per employee towards the cost of a prescription plan or may use the same amount to increase the salary on each step of the salary guide.

The Association shall advise the Board of Education prior to May 1, 1980 whether the \$100 per employee will be added to salary or utilized in a prescription plan.

WANAQUE BOROUGH BOARD OF EDUCATION

SALARY GUIDE

1981 - 82

| <u>STEP</u> | <u>B.A.</u> | <u>M.A.</u> | <u>M.A.+30</u> |
|-------------|-------------|-------------|----------------|
| 1.          | 11,900      | 12,800      | 13,400         |
| 2.          | 12,300      | 13,200      | 13,850         |
| 3.          | 12,700      | 13,600      | 14,300         |
| 4.          | 13,200      | 14,000      | 14,750         |
| 5.          | 13,700      | 14,400      | 15,200         |
| 6.          | 14,200      | 14,800      | 15,650         |
| 7.          | 14,800      | 15,200      | 16,150         |
| 8.          | 15,400      | 15,750      | 16,650         |
| 9.          | 16,100      | 16,450      | 17,200         |
| 10.         | 16,800      | 17,150      | 17,750         |
| 11.         | 17,500      | 17,850      | 18,450         |
| 12.         | 18,200      | 18,550      | 19,300         |
| 13.         | 18,950      | 19,250      | 20,200         |
| 14.         | 20,100      | 21,150      | 22,600         |

In addition to the above the Association shall have the option of utilizing \$200 per employee towards the cost of a dental plan or may use the same amount to increase the salary on each step of the salary guide.

The Association shall advise the Board of Education prior to May 1, 1981 whether the \$200 per employee will be added to salary or utilized in a dental plan.