

4-0224

1970 - 1971

Basic Agreement

between

THE CHESTERFIELD TOWNSHIP BOARD OF EDUCATION

and

THE CHESTERFIELD TOWNSHIP EDUCATION ASSOCIATION

Approved 12/16/69

INDEX

<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
I	Agreement	1
II	Recognition	2
III	Negotiation Procedure	3
IV	Grievance Procedure	5
V	Advisory Committee✓	9
VI	Professional Leave	10
VII	Emergency Leave (Long Term)	11
VIII	College Courses (Reimbursement)	12
IX	Insurance	13
X	Teacher Aides	14
XI	Sick Leave	15
XII	Personal Leave	16
XIII	Salary Guide Provisions	17
XIV	Salary Guide	19
XV	Certification of Agreement	20

I AGREEMENT

- A. This agreement was entered into by the Chesterfield Township Board of Education (herein referred to as the "Board") and the Chesterfield Township Education Association (herein referred to as the "Association") for the period beginning on July 1, 1970, and ending on June 30, 1971.
- B. It is the intent and purpose of both the Board and Association that this agreement will promote a sound and harmonious Board-Staff relationship. In the course of consideration of problems of professional relations and responsibilities the Board, Administration, and Association will keep the interests and welfare of the student paramount.

II RECOGNITION

The Chesterfield Township Board of Education hereby recognizes the Chesterfield Township Education Association as the majority representative for professional negotiations concerning the terms and conditions of employment for all certified professional employees of the Chesterfield Township Public School District (excluding the Administrative Principal and School Psychologist).

III NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than May 1st, of the calendar year preceding the calendar year in which this agreement expires (unless another date is mutually agreed upon). When the agreement is reached on the terms and conditions of employment as described above it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals. It is agreed that once a proposal is made by either party that no new additional topics will be made the subject of negotiations unless they are agreed to by both parties.
- C. The negotiating representative of either party shall be elected, or designated solely by the party they represent adhering to the following criteria:
1. The negotiating representatives of the Association shall be teachers under the employ of the Board of Education.
 2. The negotiating representative of the Board shall be duly elected members of the Board appointed by the President of the Board.
- D. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board of Education while in session at a legally constituted meeting.
- Both parties agree that during the period of negotiations only information or publicity accorded the negotiations will consist of a joint statement, or in the event the parties are unable to agree upon the wording of the statement, a joint statement shall be made stating that "No progress has been made." This does not exclude

necessary confirmation and advisement within the parent groups.

- E. It is agreed that each party shall submit to the negotiations . chairman, at least (3) days prior to a meeting, an agenda covering all matters they wish to discuss. It is further agreed that neither party will add any consultant to their negotiating team or bring to the meetings the consultant without giving the other party one (1) week prior written notice. This notice shall include the name, position and reason for the consultant.
- F. Both parties agree to meet no later than May 1 of the last year this agreement is in force for the purpose of reviewing and/or revising this agreement. All new or revised proposals (excepting salary) shall be submitted at this time. Only proposals submitted at this time will be eligible for negotiations for the 1971-1972 agreement. Both parties agree to meet no later than October 1st of the last year this agreement is in force for the purpose of reviewing and/or revising the salary guide.
- G. Both the Board and Association agree that the Association nor any of its members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down, sanction, or strike for any reason during the term of this agreement; and the Board will not engage in a lock out during the term of this agreement.

IV GRIEVANCE PROCEDURE

- A. To promote to the highest possible degree of harmonious employer-employee relations, it is essential that procedures to resolve grievances be established.
- B. The term "grievance" means a complaint by any party that, as to him, there has been an inequitable or improper application, interpretation or violation of policies of this agreement.
- C. The term "employee", where applicable, shall mean any employee of the Chesterfield Township Board of Education. The term "representative" shall include an organization, agency, or person authorized or designated by any employee, or any group of employees, or by the Board, to act on its or their behalf, and to represent it or them.
- D. The term "Professional Relations Committee" shall mean a Committee consisting of 2 Board members and 2 Association members and the Administrative Principal who shall moderate the Public Relations Committee meetings but shall have no vote on matters brought before the Public Relations Committee. The Public Relations Committee meetings shall take place at a time when representatives of the Association are free of instructional responsibilities unless otherwise mutually agreed by both parties.
- E. In the event that the grievance concerns a member of the Professional Relations Committee he (or they) will be required to step down and they shall be replaced by either another Board of Education member, another teacher, or an unbiased moderator as the case may deem necessary.
- F. The term "party" besides meaning an aggrieved employee shall include the Board and the Association.
- G. An aggrieved "party" shall institute action under the provisions hereof within 10 school days of the occurrence. Failure to act within the 10 day period shall be deemed to constitute abandonment of the grievance.
- H. The party processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- I. In the presentation of a grievance the party shall have the right to present his own appeal or to designate a representative to appear with him in his appeal. A minority organization shall not have the right to present or process a grievance.

J. The Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure. The Grievance Procedure shall be as follows:

Level One - A party shall first discuss his grievance orally with the Principal. A decision shall be rendered within five (5) school days of said discussion.

Level Two - If the grievance is not resolved to the party's satisfaction within five (5) school days from the determination referred to at Level One, the party shall submit his grievance to the Principal in writing specifying:

- a. The nature of the grievance
- b. The results of previous discussion
- c. The basis of his dissatisfaction with the determination

The Principal shall give his decision in writing within five (5) school days of receipt of the written grievance.

Level Three - If the grievance is not resolved to the party's satisfaction within five (5) school days from the determination referred to at Level Two, the party shall refer the grievance in writing to the Professional Relations Committee. The Professional Relations Committee shall hold a hearing within thirty (30) calendar days of receipt of the grievance at which all parties in interest shall have the right to be heard. An agenda for the meeting shall be prepared by the Professional Relations Committee five (5) school days before such meeting. Within ten (10) school days after said hearing (unless a different period is mutually agreed upon) the Professional Relations Committee shall, in writing, advise the party and his representative, if there be one, of their determination.

Level Four - In the event of the failure of the Professional Relations Committee to act in accordance with the provisions of Level Three or, in the event, a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party within thirty (30) calendar days of the failure of the Professional Relations Committee to act as prescribed in Level Three or within ten (10) school days of the determination as to him, may appeal to the Board of Education.

When an appeal is taken to the Board, there shall be submitted

by the appellant:

- a. The writing set forth in Level Two and Level Three and a further statement, in writing, setting forth the appellant's dissatisfaction with the Professional Relations Committee's action.
- b. This data shall be submitted to the President of the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

The President of the Board of Education shall notify the aggrieved employee and the Administrative Principal, in writing, of the Board's disposition of the grievance within ten (10) school days after said hearing.

Level Five - In the event a party is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established under the provisions of Chapter 303, Laws of 1968. The arbitrator shall not have the jurisdiction or authority to add to, detract from, or alter in any way, the provisions of the Agreement. A request for arbitration to the American Arbitration Association shall be made no later than fifteen (15) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved party and the Board or the Association shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the cost of the arbitrators service shall be born by the party designated by the arbitrator. The arbitrator shall be unanimously selected by the Board and the aggrieved party from a list of six arbitrators furnished by the American Arbitrators Association in the following manner:

Within ten (10) school days after the list of six arbitrators has been furnished by the American Arbitrators Association, the Board and the aggrieved party shall select two arbitrators from the list and submit the two names selected to the other party.

The parties shall then select an arbitrator from the list of

two selected by the Board and the aggrieved party. If the parties are unable to agree on the selection of the arbitrator within fifteen (15) school days after the list has been furnished, the arbitrator shall be selected by the Burlington County School Superintendent.

V ADVISORY COMMITTEE

- A. The Chesterfield Township Board of Education and the CTEA shall form an Advisory Committee composed of two representatives of the Board, two representatives of the CTEA and chaired by the Administrative Principal. This Committee, or its permanent representatives, will consult and recommend action on long range planning, curricula, grading philosophy, policy recommendations, school calendars, and other items of mutual concern. Such recommendations shall be given serious consideration by the Board in it's actions. Should the Board find the recommendations unacceptable it shall then return them to the Committee for further study.
- B. All recommendations of this Committee will be acted upon at the next Board meeting and the Committee informed of such action.

VI PROFESSIONAL LEAVE

Professional personnel will be eligible for professional leave (with pay). Authority for such leave must be secured in advance, and in writing, from the Administrative Principal. Following such professional leave a written summary must be submitted to the Administrative Principal. Professional leave shall mean: intra-school visitation; workshops; conferences; conventions; etc.

VII EMERGENCY LEAVE (LONG TERM)

- A. The Board recognizes that occasions could arise when a teacher or a member of his/her immediate family might be stricken with an illness, accident or personal emergency that would necessitate an emergency leave by the teacher. The Administrative Principal shall be notified of such and in turn shall notify the Board of this emergency upon the teacher's request.
- B. Renumeration, if granted by the Board, shall begin after accumulated sick or personal days are exhausted. The Board shall have the right to require a doctor's certificate or other necessary affidavits. The Board of Education shall be the sole determinate if any and/or how much renumeration will be granted.

VIII COLLEGE COURSES (REIMBURSEMENT)

Upon application the Board will reimburse up to \$50.00 per year to any teacher with a N. J. State Standard Elementary Teaching Certificate for successful completion of any 2 credit course in Elementary Education at a state certified college. This amount will be paid October 1st following such completion providing the teacher has a contract in effect at the time of payment and produces an official transcript of successful completion. The term successful completion means a grade of at least B or the equivalent. Application for such funds shall be made prior to enrollment in said course to the Administrative Principal who shall also determine acceptability of such course.

Note: This will be effective for courses taken during the summer of 1970.

IX INSURANCE

The Board agrees to pay the annual employee's premium for the N. J. Blee Cross, Blue Shield, and Rider "J" health insurance at the prevailing individual rate. The terms, conditions, rules, and limitations as provided by the contracts of insurance and underwriting company will govern.

X TEACHER AIDES

- A. It is agreed that the use of Teacher Aides for Lunch Room and Playground Duty and the accompanying free time will be given to all teachers, provided satisfactory teacher aides are available. It is to be emphasized that at no time are Teacher Aides to have any teaching responsibilities.
- B. Since the Teacher Aide program has been strongly supported by the Chesterfield Township Education Association the Board feels free to make several stipulations as follows:
 1. Teachers will constructively use the additional free time supplied them through the use of Aides to improve their classroom planning and special problem solution.
 2. In the event a Teacher Aide cannot be in attendance, teachers will fill the Aide's responsibilities.
 3. Teachers will be in class during the "Special Teacher" sessions and attempt to develop a continuity in the use of the special teaching program and their regular instruction.
 4. Teachers will aid the administration in actively recruiting qualified Teacher Aides.
 5. Teachers must instruct students to exhibit the same respect of authority to the Teacher Aides as they would to teachers.

XI SICK LEAVE POLICY

- A. The N. J. State Law guarantees every N. J. teacher 10 days sick leave per year with full pay. Any sick leave days that are not used are accumulative. Sick leave is defined to mean the absence of any person because of personal disability, due to injury or illness, or because of exclusion by a medical authority because of contagious disease or quarantine in the immediate household. Sick leave is not to be used for any other reasons than those stated above. The Board of Education has the legal right to require a physician's certificate explaining the reason for the absence. If a teacher uses up all of his/her sick leave, he/she will have one two-hundredth of his/her annual contract salary deducted from his/her pay, unless the Board of Education sees fit to continue paying the teacher at full salary.
- B. A physician's certificate is required for all school personnel for any absences (due to illness) of five or more consecutive working days. Personnel will not be paid for such absences for 5 or more days until the certificate is presented to the Principal.
- C. Non-accumulative sick leave benefits will be allowed according to the following schedule: After acquiring tenure a teacher will receive one (1) additional non-accumulative sick leave day for each year of service in the Chesterfield Township School District with full pay when regular and accumulated sick leave days are exhausted; each of these extra sick leave days will require a physician's certificate before the employee will be paid.

XII PERSONEL LEAVE

All professional employees are entitled to personnel (non-cumulative) leave as stated below. The request for personnel leave must be given in writing at least two weeks in advance, or in cases of emergency, the procedure as outlined in the policy: "Absences - School Personnel" must be followed.

- A. Up to a total of three (3) days (non-cumulative) personnel leave (with pay) may be granted for any one or a combination of the following cases: religious holidays; emergency legal business; serious illness in the immediate family; death of other relative or close friend; marriage of employee or member of immediate family; graduation of employee or member of immediate family.
- B. Up to five (5) days (non-cumulative) personnel leave for each occurrence (with pay) may be granted for death in the immediate family (parents, parents-in-law, grandparents, brothers, brothers-in-law, sisters, sisters-in-law, wife, husband, children).
- C. Personal business (no reason required) one (1) day at full pay with 48 hour notice.
- D. The Board of Education whole-heartedly supports requests for jury duty when submitted with court request. The salary paid to employees while on jury duty will be the difference between the jury pay and the average daily earnings of the employee. The employee must present the completed form which is proof of jury attendance. This form is obtained from the county at the time of jury duty.
- E. In general the Board of Education is opposed to the granting of personnel leave in addition to the number of days stipulated in A, B, C, & D, yet the Board realizes that extenuating circumstances may make it possible that requests for other personnel leave may occur from time to time. If such requests are made they will be considered on their individual merits. The prime consideration in granting or denying such leave will be the efficient operation of the school and the educational program. Requests for such leave must be made to the Administrative Principal in writing at least two weeks prior to the requested leave.

The Administrative Principal shall determine the feasibility of such leave, and should he feel it necessary, consult with the School Board. He should keep in mind the importance of efficient school operation, classroom continuity, and employee morale when making his determination. This type of personnel leave will be considered "approved personnel leave - without pay", and 1/200 of the employees annual salary will be deducted for each day granted.

- F. Personnel leave with or without pay must be approved by the Administrative Principal and/or the Board of Education. Anyone taking unauthorized or unapproved leave will cause a breach of contract.

XIII SALARY GUIDE PROVISIONS

- A. A teacher, upon recommendation of the Administrative Principal, will receive additional service increments of \$300 upon receiving a contract following:
1. Three complete years of satisfactory teaching service in the Chesterfield Township School District.
 2. Six complete years of satisfactory teaching service in the Chesterfield Township School District.
- B. Newly employed teachers will receive credit for experience as follows:
1. Full credit for public school experience not to exceed the maximum limits of the salary guide.
 2. Full credit for U. S. military service up to (but not exceeding) 4 years.
 3. The salary guide is deemed a minimum and the Board reserves the right to pay more than the 1970-1971 salary guide in order to secure the services of a teacher in an emergency, and also reserves the right to hold any teacher at any place on the guide until experience and training (or both) warrant the salary.
- C. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Administrative Principal subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making

recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Administrative Principal shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Administrative Principal and the approval of the Board.

CHESTERFIELD TOWNSHIP PUBLIC SCHOOL

1970-1971 SALARY GUIDE

Effective 7-1-70

steps	A	B	C	D	E	F	G	H	I	J	Vrs. P.S. Exp.
1	5500	6100	6400	6700	7000	7100	7200	7300	7600	8000	0
2	5800	6400	6700	7000	7300	7400	7500	7600	7900	8300	1
3	6100	6700	7000	7300	7600	7700	7800	7900	8200	8600	2
4		7000	7300	7600	7900	8000	8100	8200	8500	8900	3
5		7300	7600	7900	8200	8300	8400	8500	8800	9200	4
6		7600	7900	8200	8500	8600	8700	8800	9100	9500	5
7		7900	8200	8500	8800	8900	9000	9100	9400	9800	6
8		8200	8500	8800	9100	9200	9300	9400	9700	10,100	7
9		8500	8800	9100	9400	9500	9600	9700	10,000	10,400	8
10		8800	9100	9400	9700	9800	9900	10,000	10,300	10,700	9
11		9100	9400	9700	10,000	10,100	10,200	10,300	10,600	11,000	10
12		9400	9700	10,000	10,300	10,400	10,500	10,600	10,900	11,300	11
13		9700	10,000	10,300	10,600	10,700	10,800	10,900	11,200	11,600	12+

CHESTERFIELD TOWNSHIP PUBLIC SCHOOL

1970-1971 SALARY GUIDE

Explanation of Salary Guide Columns

- A. Non Degree - Emergency or Provisional Certificate
- B. Non Degree - Standard Certificate
- C. Bachelors, Masters, or R.N. - Emergency Certificate
- D. Bachelors, Masters, or R.N. - Provisional Certificate
- E. Bachelors Degree or R.N. - Standard Certificate
- F. Bachelors Degree + 10 graduate credits - Standard Certificate
- G. Bachelors Degree + 20 graduate credits - Standard Certificate
- H. Bachelors Degree + 30 graduate credits - Standard Certificate
- I. Masters Degree in any field - Standard Certificate
- J. Masters Degree in Elementary Education (or Special Teaching Area) -
Standard Certificate

Note: The term Certificate shall mean: N. J. Elementary Education Certificate or, in the case of a special teacher, a certificate in the special area.

XV CERTIFICATION OF AGREEMENT

- A. This Agreement will constitute a Board policy for the term of the Agreement, and the Board and Association shall carry out all the commitment contained herein.
- B. If any provision of this Agreement or any application of this agreement is held to be contrary to Law, then such provisions shall not be deemed valid and subsisting, except to the extent permitted by the Law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall be effective as of July 1, 1970, and continue in full force and effect without change until June 30, 1971.

D. Signed and Certified By:

Mr. Thomas Wiener, President
Chesterfield Township Board of Education

Mr. Robert Meyer, Vice President
Chesterfield Township Board of Education

Mrs. Caroline Elliott, President
Chesterfield Township Education Association

Mrs. Virginia Brown, Vice President
Chesterfield Township Education Association

Mr. Martin Ney, Administrative Principal
Chairman, Negotiations Committee

Mrs. Leonore Mathews, Board Secretary
Secretary, Negotiations Committee

ADDENDUM to the 1970-1971 Basic Agreement
 between
 The Chesterfield Township Board of Education
 and
 The Chesterfield Township Education Association

- Page 3 - Paragraph B, Line 5: Insert a comma between the words negotiations and unless.
- Page 3 - Paragraph C, Line 1: Change the word representative to "representatives".
- Page 3 - Paragraph D, Line 10: Insert the word "the" between the words negotiations and only.
- Page 4 - Add Paragraph H: "The President of the Board of Education shall appoint the official Negotiations Chairman and Negotiations Secretary."
- Page 5 - Paragraph C, Line 1: Insert the word "professional" between the words any and employee.
- Page 5 - Paragraph C, Line 4: Insert the word "professional" between the words any and employee; and between the words of and employees.
- Page 5 - Paragraph D, Lines 3 & 5: Change the word Public to the word "Professional".
- Page 7 - Paragraph B, Line 9: Delete the words within ten (10) school days after said hearing and add the words "after said decision."
- Page 10 - First Paragraph, Line 1: Delete the parenthesis before the word with and after the word pay.
- Page 11 - Paragraph B, Line 2: Delete the word personal and add the words "personnel leave" between the words or and days.
- Page 12 - First Paragraph, Line 3: Add the words "or more" between the numeral 2 and after the word credit.
- Page 16 - Article XII: Change the word Personel to read "Personnel".
- Page 18 - Line 10: After the word action insert the words "prior to issuance of contract."