

Contract no. 1603

LIBRARY  
INSTITUTE OF MANAGEMENT

OCT 14 1992

RUTGERS UNIVERSITY

AGREEMENT

FOR

JULY 1, 1992

through

June 30, 1995

Between the

Commercial Township Board of Education

and

Commercial Township Educational Association

COMMERCIAL TOWNSHIP PUBLIC SCHOOLS.

R.D. #1

Port Norris, New Jersey 08349

PREAMBLE

AGREEMENT, between the COMMERCIAL TOWNSHIP EDUCATION ASSOCIATION and THE BOARD OF EDUCATION OF THE COMMERCIAL TOWNSHIP DISTRICT IN THE COUNTY of CUMBERLAND:

WITNESSETH

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees to the Board, the parties hereto, pursuant to Chapter 123, Laws of 1974, mutually agree as follows:

ARTICLE I - Recognition

The Board hereby recognizes the Commercial Township Education Association as the exclusive majority representative for all full time, fully certified, non-supervisory, professional employees of the Commercial Township Board of Education whose primary job function is within the following positions:

Classroom Teachers

Child Study Team

Nurses

Speech Therapists

Teaching Specialists

Remedial Teachers

Guidance Counsellor

~~and excluding all other employees of the district.~~

Unless otherwise indicated, the term "teacher" when used in the agreement shall refer to all unit members, whether male or female, represented by the Association.

#### ARTICLE 11 - Teacher and Board Rights

##### A. Teacher Rights

1. Pursuant to Chapter 123, Public Laws of 1974, teachers shall have the right to organize and support the Association and its designee affiliates.
2. No teacher shall be discriminated against because of membership, or lack thereof, in the Association.
3. All teachers shall have the right to periodically review their personnel files as maintained by the Board. The Board agrees to make all files pertaining to the individual available upon request. A teacher shall be informed as to the number and location of his or her files upon request of the specific teacher.
4. Appointments should be made with the Superintendent's office, (or Principal's office) at least two (2) days in advance for reviewing files. Such appointments shall be so scheduled unless the Superintendent or Principal has a specific reason why a longer period of time is appropriate. In such case, reason for delay shall be given and specific time set.
5. If derogatory material is claimed by a teacher to be present in her file, that teacher will be permitted to respond to such materials and such response will be included in that teacher's file.

6. Any reprimand of a teacher by the Board or any agent thereof shall be conducted in private between the Board, a committee thereof, the Board's agent or agents and the teacher or teachers involved.
7. Any change in Board or Administrative Policy which impacts on employees' terms or conditions of employment shall be submitted in writing to the President of the C.T.E.A. prior to inclusion in the Handbook for Teachers.

B. Board's Rights

1. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:
  - a. To the executive management and administrative control of the school system and its properties and facilities, and in school activities of its employees;
  - b. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
2. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any National or State laws or regulations as they pertain to education.

### ARTICLE III

GRIEVANCE PROCEDURE: The grievance procedure set forth in the Board of Education/CTEA Agreement, Section 3070, a copy of which hereto attached and every part of which is incorporated herein by reference as fully and completely as if the same were fully herein set forth shall be the grievance procedure in force during the term of the agreement.

#### A. Definitions

1. A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers.

An "aggrieved person" is the person or persons making the claim.

2. A grievance to be considered, must be initiated by the employee within ten (10) working days of the time of its occurrence.
3. If prior to the completion of the ten (10) working days the school year officially ends, that being the last day school is in session for teachers, the remainder of the working days will be carried over to the following school year and continues to be calculated beginning with the first day of school.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

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

The aggrieved person may elect to have a representative of his choice present for assistance during the grievance proceedings.

2. Level One

A teacher with a grievance shall first discuss it with his principal in an attempt to resolve the matter informally at that level.

3. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within six (6) school days after presentation of the grievance, he may file the grievance in writing to his principal. The principal shall communicate his decision to the teacher, in writing, with reasons, within six (6) school days of receipt of the written grievance.

4. Level Three

The teacher, no later than six (6) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

5. Level Four

If the grievance is not resolved to the teacher's satisfaction, he, no later than six (6) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within six (6) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon the request of the teacher, hold a hearing with the teacher within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

6. Level Five

The Board shall communicate its decision in writing to the employee, and his superiors, through the Superintendent of Schools, within fifteen (15) calendar days after the hearing of the Board of Education.

7. Level Six

If the grievant is not satisfied with the disposition of the grievance at this level, or if no decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he may within seven (7) calendar days, request in writing that the Chairman of the Grievance Committee submit his grievance for arbitration.

If and when the Grievance Committee determines that the grievance is meritorious, only then, shall it be considered for submission to arbitration. Grievances so determined may be submitted for arbitration only by the Grievance Committee.

The Arbitrator shall confine himself to the issue presented under this agreement, and after presentation of the grievance in a hearing shall render his decision in writing to both parties within thirty (30) calendar days.

Only the cost of the Arbitrator and his necessary expenses shall be borne equally by the Board and the Association. The decision of the Arbitrator will be binding upon both parties.

#### ARTICLE IV - Transfers and Reassignments

1. A list of all known vacancies for the following year shall be posted on the bulletin board of every school by May 15th. Other vacancies and new positions will be posted within two weeks of Board action. The Association President will receive copies of all postings including those which arise during school vacations.
2. Any teacher desiring to change teaching assignments or room assignments shall apply for such change in writing to the Superintendent of Schools no later than May 15th.
3. Tentative room and teaching assignments for the following year shall be posted on the bulletin boards of every school before May 30th.
4. Except in an emergency situation, no involuntary transfer(s) or reassignment(s) shall be made without the Superintendent



providing the teacher with a conference and advising the teacher of the reason for such change. In the event of an emergency transfer or reassignment, upon the request of the teacher transferred or reassigned, the Superintendent will provide that teacher with a conference in which the teacher will be advised of the reason for the change.

5. Any transfers, reassignments or vacancies occurring after May 30th shall be considered emergency situations; for any change after this date, the teacher shall be advised in writing at his home or file address.
6. Any unexpected vacancy will be posted as soon as is practical. Employees desiring a change in assignment for the following year will so indicate in a survey to be conducted by the Superintendent or his designee at mid-year.

Copies of all surveys will be filed with the association by March 30th.

All persons responding to such survey will be considered. The final decision concerning new assignments will remain that of the Board of Education.

#### ARTICLE V - Non-Instructional Duties

An equal distribution of all non-instructional duties among all faculty members shall be observed. Because of the uncertainty of the availability of certain staff members, due to demands of meetings and conferences at irregular hours, members of the Child Study Team, Nurses and the Coordinator of Auxiliary School Programs shall be excluded from assuming non-instructional duties. However, in the event of an emergency, non-instructional duties may be temporarily assigned at the discretion of the Superintendent.

#### ARTICLE VI - Retirement Sick Leave Accumulation

Upon retirement a teacher who has taught in the district for a minimum of ten continuous years prior to retirement shall be reimbursed at fifty percent of his final year daily salary for all unused accumulated sick leave. A teacher considering retirement must advise the Superintendent in writing no later than November 1st of the year prior to retirement. Failure to advise by that date will delay payment until the second year after retirement. The method and date of payment shall be mutually determined by the retiree and the Board of Education.

A Board approved leave or leave for military service shall not constitute a break in service. However, the employee shall return to service at the next step from which he/she left.

#### ARTICLE VII - Teacher Employment

1. Each teacher shall continue to be placed on the proper step of the contract salary schedule.
2. Credit will be given for previous public school teaching experience as per Board practice.
3. Additional credit not to exceed four (4) years for military experience.
4. Any holder of a permanent certificate applicable to his position who successfully earns up to six (6) graduate credits, beneficial to the school system and with prior approval of the Chief School Administrator shall receive the actual cost for tuition and other charges, excluding the cost of textbooks, upon returning to employment in the Commercial Township Schools the following September. The cost for tuition shall be equal to the cost per credit at Glassboro State College.

5. Teachers who teach a class beyond the regular school day/school year, instruct students after hours or at home or participate in professional activities outside of regular school hours shall be compensated at a rate of:

1992-93	\$15.00 per hour
1993-94	\$17.50 per hour
1994-95	\$20.00 per hour

Categories of professional activities shall include:

Home Instruction  
Coaching  
Cheerleading  
Computer Club  
Detention Teacher  
Odyssey of the Mind Advisor

Exception - When the duties of the Odyssey of the Mind faculty advisor requires that the group be out of the district, the per diem rate of a substitute teacher will apply.

Assigned Evening Duties

Dates of needed duty coverage will be posted for the following:

Concert Coverage  
Gym Shows  
Dance/Party Chaperones  
Supervision at Basketball Games  
Other Night Time Assignments

Assignments will be made on a first come/first served basis. Final selection of faculty members covering such events will be made at the discretion of building principals.

The rate of compensation for assigned evening duties shall be:

1992-93	\$5.00 per hour
1993-94	\$7.00 per hour
1994-95	\$8.00 per hour

Teachers will not be compensated for supervision of students during field trips.

ARTICLE VIII - Leave of Absence Policy

1. Personal Illness - personal illness, injury, medical exclusion, or extensive physical examination and treatment; ten (10) days annual leave with unlimited accumulation of unused leave.
2. Death In The Immediate Family - immediate family defined as mother, father, spouse, child, brother, sister, or any member of the immediate household; five (5) days leave.
3. Serious Illness in the Immediate Family - immediate family defined as in item two; three (3) days leave with prior approval of the Chief School Administrator.
4. Death of Other Relative or Close Friend - one (1) day leave.
5. Other emergency of a personal nature, recognition of a religious holiday, court subpoena(s), marriage of teacher or member of immediate family, urgent personal business which cannot be handled outside of school hours or other urgent emergency; three (3) days leave with prior three (3) day notification and approval of the Chief School Administrator.  
  
Two (2) unused personal days per year may be accumulated as sick leave for succeeding years.
6. Since items two (2) through four (4) are of a "when occurring" nature they cannot be cumulative.
7. Teachers may apply for professional days. Those requested may be granted at the discretion of the Superintendent.

ARTICLE IX - Insurance Coverage

- A. The Board of Education shall provide family coverage of the 1420 series, Blue Cross/Blue Shield with rider "J" and Major Medical.
- B. Prescription Plan - The Board of Education shall provide a prescription program for each member covered under this agreement. This plan shall include a co-payment clause which requires that a member pay \$3.00 for each prescription of each prescription refill dispensed by a participating pharmacy, and the program covers the remainder of the prescription cost.

This program, covered by the Blue Cross of New Jersey shall insure payment for the husband and wife and for unmarried dependent children who have not reached the age of 23.

A booklet describing the benefits under this program shall be provided by the Blue Cross of New Jersey.

- C. Dental Plan - The Board of Education shall provide employees and eligible dependents with Delta III-A dental insurance.

ARTICLE X - Board-Staff Liasion Committee

- A. A Liasion Committee shall be formed consisting of two teachers, two Board members and two administrators and chaired by the Superintendent.
- B. The committee will meet a maximum of three times per year.
- C. Any party desiring to bring an item before the Committee shall submit an agenda setting forth fully each item that party wishes discussed. Such agendas shall be submitted to the Superintendent at least one week prior to the committee meeting. The details and specifics of each item shall be included in such agenda.
- D. The committee discussions shall be limited to non-grievable matters.

ARTICLE XI

- A. The Board agrees to provide for the Association, in its response to reasonable requests from time to time, to public information, which is necessary for the Association to engage in collective negotiations and/or processing of grievances.
- B. The Association may be permitted to use school buildings for meetings at reasonable hours, provided that such meetings are terminated at custodial hours. The Principal of the building shall not unreasonably deny such requests. Any such denial shall be appealable to the Superintendent.
- C. The Association shall be permitted to use school mail boxes.
- D. The Board of Education agrees to provide a copy of the current contractual agreement to all professional staff members.
- E. The Board will provide the Association President with copies of any changes in policy.

ARTICLE XII

- A. The Board of Education shall provide salary increases as follows based upon the 1991-92 aggregate payroll.
  - 1992-93 - 8% Increase
  - 1993-94 - 8% Increase
  - 1994-95 - 8% Increase
- B. Salary guides shall be developed by the C.T.E.A. and reviewed by the Board. Salaries for 1992-93 will be as provided by Schedule A; salaries for 1993-94 will be as provided in Schedule B; and salaries for 1994-95 will be as provided by Schedule C.

The parties have agreed that the starting salary for each year of the contract shall be as follows:

1992-93 - \$24,500.  
1993-94 - \$26,000.  
1994-95 - \$28,000.

The parties have reviewed and agreed upon the placement on Schedule A of all teaching staff members in the Board's employ for the 1992-93 school year. That placement shall control all future advancement for those teaching staff members.

For any teaching staff members whose employment begins after the signing of this contract, their initial placement on the year of hiring's salary guide shall be by mutual agreement between the teaching staff member and the Board. That initial placement shall control all future advancement for those teaching staff members.

- C. Longevity increments of \$500.00 will be granted with the 16th, 20th, 24th, 28th, 32nd, 36th and 40th contracts for a total of \$3,500.00 to teachers who have accumulated a minimum of 16 years of service within the district.

ARTICLE XIII - Work Year and Work Day

- A. Work Year - The work year for teachers shall be 180 days for pupil instruction and up to two additional days, one prior to the opening of school and one following the close of the school instructional program.
- B. Work Day - The work day for teachers shall be no more than seven (7) hours including a duty free lunch period as per Statute. Our district requires reporting at 8:30 a.m. and leaving at 3:30 p.m.

On Fridays, days before holidays, or when teachers are required to return for night duties, early dismissal will be permitted, except in case of emergency as determined by the Superintendent.

On days when teacher attendance is required for evening parent conferences, the regular work day will end at 1:00 p.m.

- C. Preparation Periods - All teachers shall have four (4) preparation periods per week beginning in the 1990-91 school year. In the event a teacher has to supervise students during their preparation period because of an emergency situation such coverage shall be compensated at the rate of five (\$5.00) dollars per period.

ARTICLE XIV - Miscellaneous

- A. If any portion of this agreement is found to be contrary to law, then such portion shall be without effect but all other portions of this agreement shall continue in effect.
- B. This agreement shall not be reopened except by mutual consent of the Board of Education and the Association as stated below in Article XV.
- C. Extra-Curricular - All extra-curricular positions shall be posted to unit members by April 15th for the following school year and interested employees may state their desire for appointment in writing by May 15th.
- D. Representation Fee - The Board of Education agrees to deduct Association dues pursuant to law and the Commissioner's Rules and Regulations and to deduct an amount that will not exceed 85% of association dues from the pay of teachers who are not Association members.

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of association dues.



SCHEDULE A

1992-1993

<u>STEP</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	\$24,500.	\$25,000.	\$25,300.	\$25,600.
2	\$24,800.	\$25,300.	\$25,600.	\$25,900.
3	\$25,500.	\$26,000.	\$26,300.	\$26,600.
4	\$26,500.	\$27,000.	\$27,300.	\$27,600.
5	\$27,200.	\$27,700.	\$28,000.	\$28,300.
6	\$27,900.	\$28,400.	\$28,700.	\$29,000.
7	\$28,600.	\$29,100.	\$29,400.	\$29,700.
8	\$29,300.	\$29,800.	\$30,100.	\$30,400.
9	\$30,000.	\$30,500.	\$30,800.	\$31,100.
10	\$30,700.	\$31,200.	\$31,500.	\$31,800.
11	\$31,400.	\$31,900.	\$32,200.	\$32,500.
12	\$32,100.	\$32,600.	\$32,900.	\$33,200.
13	\$32,800.	\$33,300.	\$33,600.	\$33,900.
14	\$33,500.	\$34,000.	\$34,300.	\$34,600.
15	\$34,200.	\$34,700.	\$35,000.	\$35,300.
16	\$36,900.	\$37,400.	\$37,700.	\$38,000.
17	\$40,650.	\$41,150.	\$41,450.	\$41,750.

SCHEDULE B

1993-1994

<u>STEP</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	\$26,000.	\$26,500.	\$26,800.	\$27,100.
2	\$26,350.	\$26,850.	\$27,150.	\$27,450.
3	\$27,100.	\$27,600.	\$27,900.	\$28,200.
4	\$28,050.	\$28,550.	\$28,850.	\$29,150.
5	\$28,800.	\$29,300.	\$29,600.	\$29,900.
6	\$29,550.	\$30,050.	\$30,350.	\$30,650.
7	\$30,300.	\$30,800.	\$31,100.	\$31,400.
8	\$31,050.	\$31,550.	\$31,850.	\$32,150.
9	\$31,800.	\$32,300.	\$32,600.	\$32,900.
10	\$32,550.	\$33,050.	\$33,350.	\$33,650.
11	\$33,300.	\$33,800.	\$34,100.	\$34,400.
12	\$34,050.	\$34,550.	\$34,850.	\$35,150.
13	\$34,800.	\$35,300.	\$35,600.	\$35,900.
14	\$35,550.	\$36,050.	\$36,350.	\$36,650.
15	\$36,300.	\$36,800.	\$37,100.	\$37,400.
16	\$39,050.	\$39,550.	\$39,850.	\$40,150.
17	\$42,800.	\$43,300.	\$43,600.	\$43,900.

SCHEDULE C

1994-1995

<u>STEP</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>M.A.</u>	<u>M.A. +30</u>
1	\$28,000.	\$28,500.	\$28,800.	\$29,100.
2	\$28,400.	\$28,900.	\$29,200.	\$29,500.
3	\$28,900.	\$29,400.	\$29,700.	\$30,000.
4	\$29,700.	\$30,200.	\$30,500.	\$30,800.
5	\$30,500.	\$31,000.	\$31,300.	\$31,600.
6	\$31,300.	\$31,800.	\$32,100.	\$32,400.
7	\$32,100.	\$32,600.	\$32,900.	\$33,200.
8	\$32,900.	\$33,400.	\$33,700.	\$34,000.
9	\$33,700.	\$34,200.	\$34,500.	\$34,800.
10	\$34,500.	\$35,000.	\$35,300.	\$35,600.
11	\$35,300.	\$35,800.	\$36,100.	\$36,400.
12	\$36,100.	\$36,600.	\$36,900.	\$37,200.
13	\$36,900.	\$37,400.	\$37,700.	\$38,000.
14	\$37,700.	\$38,200.	\$38,500.	\$38,800.
15	\$39,000.	\$39,500.	\$39,800.	\$40,100.
16	\$41,200.	\$41,700.	\$42,000.	\$42,300.
17	\$45,000.	\$45,500.	\$45,800.	\$46,100.

ARTICLE XV - Duration

This agreement shall commence effective July 1, 1992 and continue into effect through June 30, 1995.

For the Association:

Debbie Fitzgerald

Attest:

Gloria Casades

For the Board of Education:

Mary Cornish Carmichael

Attest:

Frank A. Buono