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14-07

AGREEMENT

**THIS BOOK DOES
NOT CIRCULATE**

BETWEEN

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CHESTER

AND

THE CHESTER EDUCATION ASSOCIATION

DATED: MAY 12, 1971-72

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| Article I Recognition | 1 |
| " II Negotiation Procedure | 2 |
| " III Grievance Procedure | 3, 4, 5 |
| " IV Teacher Rights. | 6 |
| " V Association Rights & Privileges | 7 |
| " VI Non-Teaching Duties | 8 |
| " VII Salaries and Other Payments | 9 |
| " VIII Teacher Assignment. | 10 |
| " IX Voluntary and Involuntary Transfers & Reassignments . | 11 |
| " X Teacher Evaluation. | 12 |
| " XI Sick Leave and Leaves of Absence. | 13 |
| " XII Professional Development and Educational Improvement. | 14 |
| " XIII Insurance Protection. | 15 |
| " XIV Teacher-Administration Liaison. | 16 |
| " XV Protection of Teachers and Property | 17 |
| " XVI Miscellaneous Provisions. | 18 |
| Schedule A - Salary Guide. | 19 |
| Schedule B - Payment for Extra-Curricular Activities. | 20 |
| Article XVII Duration of Agreement. | 21 |

ARTICLE I

RECOGNITION

- A. The Board of Education of the Township of Chester hereby recognizes the Chester Education Association as the representative majority employee group and the negotiating body for all teachers, librarians and nurses whether under contract or leave, but excluding any personnel not mentioned in the above statement.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- C. Recognition shall be for the duration of this agreement and renewal shall be automatic yearly except upon request for reconsideration by either the Board of Education of the Township of Chester, or the representative majority of the teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement 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 1 of the school 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 negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, and data in accordance with the "Right to Know Law."
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Agreements so reached shall not become effective until they are ratified by a majority of the whole Board and a majority of the Association.
- D. Representatives of the Board and the Association's negotiating committee shall meet a minimum of six times a year at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Either party may request additional meetings - such meetings must be mutually agreed to. These meetings are not intended to bypass the grievance procedure. All meetings between the parties shall be regularly scheduled whenever possible.
- E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the board and the Association, and be adopted by the Board.
- F. The board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article One of this Agreement with any organization other than the Association for the duration of this Agreement, providing this Association represents the majority of the employees of the unit.
- G. 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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

1. The term "grievance" means a complaint by any employee or group of employees that there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee or a group of teachers.
2. The term "employee" shall mean teachers, librarians, or nurses.
3. The term "representative" shall mean any representative of the Association, or anyone designated by the Association.
4. The term "grievance" shall not be deemed applicable in the following instances:
 - (a) The termination of services of or a failure to renew the contract of a non-tenure teacher prior to completion of two full years of employment.
 - (b) In matters where a method of review is prescribed by law
 - (c) Any matter which, by law or by reason of a decision or decisions of the Commissioner of Education or any court of competent jurisdiction in New Jersey, has been determined to be under the jurisdiction and control of the Board.
 - (d) Promotions of employees.
5. The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.
6. The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff members below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the grievance as defined above.

- C. 1. All interested people shall endeavor to secure a rapid and equitable determination to employee grievances at the lowest possible level without interfering with the normal school operations. Proceedings shall be kept as informal and as confidential as possible.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to process it through all prescribed levels with or without representation by the majority

Grievance Procedure (continued)

representative, provided it is not inconsistent with the terms and conditions of employment. The majority representative shall be given a written copy of the final adjustment of the grievance.

3. Failure of the aggrieved to communicate at any step of this procedure within the specified time limits shall be deemed acceptance by the employee or his representatives of the decision rendered at that level. Failure of the employer at any step of this grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved to proceed to the next level.
4. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate representatives of his own choosing as approved by the majority representative to appear with him at any step of the appeal. Whenever the employee appears with a representative of its own to participate at any step of the grievance procedure.

D. Procedure:

Level One: In the first instance, any employee's complaint shall be submitted orally to his immediate superior.

Level Two: If the grievance is not resolved within three (3) school days, it shall be submitted in writing to the immediate superior with a copy to the superintendent. The immediate superior shall communicate his decision and reasons on the grievance to the employee in writing within three (3) school days of receipt of the written grievance.

Level Three: If the grievance is not resolved, the superintendent shall be notified within three (3) school days by the immediate superior and the employee. The superintendent shall respond in writing, notifying the employee of his decision, with specific reasons, within six (6) calendar days.

Level Four: If the grievance is not resolved, the employee, within seven (7) calendar days, shall submit a letter requesting a formal hearing with the Board of Education. All pertinent correspondence shall be submitted to the Board and all parties involved shall be present at the formal hearing. Upon receipt of correspondence, the Board shall meet within seven (7) calendar days for the purpose of hearing the grievance. The Board shall render a decision in writing within ten (10) calendar days following such meeting with reasons upon written request of the aggrieved for such decision. After the Board renders a decision, no further appeal is possible under this procedure if it involves the transfer of an employee within the school district. Any complaint of a non-tenure teacher in failing to renew his third or fourth contract shall end with a hearing before the Board. Arbitration, as it is referred to in this Agreement, is not available to the non-tenure teacher. Any decision of the Board to non-tenure teachers shall be considered privileged.

Grievance Procedure (continued)

Level Five: In the event an employee is dissatisfied with the determination of the Board, he shall have the right within seven (7) calendar days to request advisory arbitration, pursuant to the following procedure:

1. An arbitrator shall be appointed by mutual consent of the President of the Board of Education and the President of the Majority representative within seven (7) calendar days after such a request by the aggrieved employee.

If the President of the Board and the President of the Majority representative cannot agree upon an arbitrator, then the appointment of the arbitrator shall be made by the New Jersey Public Employment Relations Commission, in accordance with its rules. The arbitrator shall have seven (7) calendar days or longer if needed in which to hear the grievance and render a written recommendation to the parties involved.

E. Miscellaneous

1. Costs - The costs of employing the arbitrator shall be shared equally by the Board and the majority representative, or the Board and the individual(s).
2. Individual employees shall also have the right to be heard, provided, however, the Association shall have the right to enter into this procedure at any level if requested by any aggrieved employee.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process.
4. It is understood that employees and the employer shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereon shall have been fully determined.
5. It shall be the general practice to process grievances during times which do not interfere with assigned duties of teachers. In the event that the Board of Education agrees to hold the proceedings during regular working hours, a teacher and association representative participating in any level of the grievance procedure with any representative of the Board shall be released from their assigned duties for that purpose without loss of salary.
6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared by the Superintendent or his designee and given appropriate distribution so as to facilitate operation of the grievance procedure.
7. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.

ARTICLE IV

TEACHER RIGHTS

A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 302, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution or any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right to use school buildings at reasonable times outside of school hours for the purpose of holding meetings subject to prior approval of the Board of Education or its designee. Special meetings may be held provided prior approval is obtained through the Board of Education or its designee.

The decision of the Board or its designee shall not be arbitrary.

- B. The Association may supply for their exclusive use in each school building a bulletin board in each faculty lounge. The Association shall also be assigned up to 25% of the space on the bulletin board in the central office for Association notices.
- C. The Association shall have the privilege to use the interschool mail facilities and school mailboxes at reasonable times provided no cost is incurred by the Board.

ARTICLE VI

NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree that the Board shall make a reasonable effort to employ non-professional personnel to perform the necessary supervising of the cafeteria, the playground and the bus waiting lines.

ARTICLE VII

SALARIES AND OTHER PAYMENTS

A. The salary guide for teachers covered by this Agreement is set forth in Schedule A, which is attached hereto and made a part thereof.

B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay in accordance with current practices.

D. 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.

E. Teachers shall receive their final pay no later than the 30th day of June.

F. Payments for work in connection with extra curricular activities will be made according to the table in Schedule B.

G. In the absence of the Board designating a specific doctor to perform the required annual physical examinations, each teacher may have his own doctor perform this examination and be reimbursed by the Board for no more than ten (\$10.00) dollars upon the submission of a voucher.

H. Bedside tutoring shall be paid at the rate of seven (\$7.00) dollars per hour of instruction and ten cents (10¢) per mile for transportation involved in such instruction.

ARTICLE VIII

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their salary schedules, tentative classes and/or subject assignments, tentative building assignments, and tentative room assignments for the forthcoming year not later than June first, or as soon as possible thereafter.

B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June first, any teacher affected shall be notified promptly in writing.

ARTICLE IX

VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Voluntary Transfers and Reassignments

1. No later than April 15th of each school year, the superintendent shall have posted in all school buildings a list of the known vacancies which shall occur during the following school year.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building, may file a written statement of such desire with the superintendent not more than 15 days after posting of the notice. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference.
3. As soon as practicable, and no later than May 15th, the superintendent shall post in each school a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the grade, subject and building of such reassignment or transfer.

B. Involuntary transfers and reassignments

1. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the superintendent at which time the teacher shall be notified of the reason therefor.
2. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

ARTICLE X

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any observation report prepared by an evaluator at least twenty-four (24) hours prior to any conference set to discuss the report. The central office copy of the report shall not be filed until after the conference.
4. The reports shall include the strengths as well as the weaknesses of the teacher, and specific suggestions for improvement.
5. Prior to the final report of evaluation and recommendation by the principal to the superintendent every teacher shall have received a minimum of one observation report.
- B. 1. Appropriate communication with a teacher regarding his performance shall be provided prior to preparation of any evaluation report(s).
2. Each evaluation report shall be presented by the school principal to the teacher being evaluated in accordance with the following procedures:
- a. The report shall be issued in the name of the principal based upon a compilation of reports, of observations and of discussions with any or all personnel who come in contact with the teacher in a supervisory capacity.
 - b. The report shall be addressed to the teacher
 - c. The evaluation form shall be prepared by the superintendent
 - d. The teacher shall be given the opportunity to written comment upon the completed evaluation form before filing in the central office.
- E. 1. The personnel file shall contain observations and evaluations. All determinations as to continuance of employment shall be based on the personnel file.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material.
3. The teacher shall have the right to submit a written answer to material contained in his personnel file and his answer to such material shall be reviewed by the superintendent or his designee and attached to the file copy.
4. A teacher shall have the right, upon request, to review the contents of his personnel file.
5. It shall be understood that a separate file containing employment references and confidential information may be maintained.

ARTICLE XI

SICK LEAVE AND LEAVES OF ABSENCE

A. SICK LEAVE

All teachers employed as of September 1st of the year of current contract shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. TEMPORARY LEAVES OF ABSENCE

All teachers shall be entitled to the following temporary leaves of absence with full pay each school year, these leaves to be noncumulative and to be granted in a consistent and impartial manner to all:

1. A total of five (5) days' leave of absence for personal business and the observance of religious holidays. The personal business must be of such kind and nature that it can be conducted only during normal working hours.
2. A reasonable number of professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature when requested or approved by the administration.
3. Up to three (3) days may be granted for death in the immediate family. Immediate family shall be defined as spouse, children or parents.

C. MATERNITY LEAVE OF ABSENCE

The Board of Education will grant a maternity leave of absence without pay to any tenured employee.

A request for maternity leave may be made initially for the balance of the current school year only or for the current school year and the entire following school year. Request for termination or extension of the leave will be considered by the Board upon application by the employee.

A tenured teacher shall notify the superintendent of her pregnancy not later than the end of the third month. The leave shall begin no later than the end of the sixth month or as determined by the physical condition of the person concerned.

Before returning to work, the employee shall present a doctor's certificate of personal fitness.

Application for return to regular employment or extension shall be made not later than March first (1st) for the following school year.

Applications for re-employment made following this date will be accepted only at the discretion of the Board.

Upon return from leave granted by the Board, a teacher shall be placed on the salary guide at the same level if the leave commenced before January 31. If the leave commenced after January 31 of the school year, a teacher shall be placed on the salary guide at the next higher step.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

AND

EDUCATIONAL IMPROVEMENT

A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff, responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the majority representative support the principle of continuing training of teachers and the improvement of instruction.

B. To work toward the ends stated above, the Board agrees to continue the following practices during the current school year:

To pay the registration fee and/or tuition and transportation costs for any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required or requested to take by the administration. Tuition to pay for certification is not included.

ARTICLE XIII

INSURANCE PROTECTION

The Board of Education agrees to pay one hundred percent (100%) of the cost of the State Health Insurance Plan consisting of Blue Cross, Blue Shield, Major Medical and Rider J for all employees and their dependents.

ARTICLE XIV

TEACHER-ADMINISTRATION LIAISON

A committee composed of the President of the Association and three members designated by the Association together with the superintendent and any number of principals shall meet together at least once a month during the school year to review and discuss current school activities and practices.

This committee shall also act as a study committee for the purpose of making a recommendation to the Board in regard to the school calendar, school day and the use of specialists. This recommendation shall be made prior to October first.

ARTICLE XV

PROTECTION OF TEACHERS AND PROPERTY

Teachers shall not be allowed or required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Conditions or tasks considered hazardous are to be determined by their principal or immediate supervisor. The teacher shall be consulted prior to the determination.

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.

The Board shall reimburse teachers for the reasonable cost of clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher in connection with his employment providing the loss was not the fault of the teacher.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedure, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees or the Board 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 application shall continue in full force and effect.
- C. Copies of this Agreement shall be printed at the equal expense of the Association and the Board after agreement with the Association within thirty (30) days after the agreement is signed. The Board shall provide each teacher now employed with a copy of the agreement. Five copies of the agreement will be provided for the Association.

SCHEDULE A
SALARY GUIDE for 1971-72

| <u>Step</u> | <u>B</u> | <u>B+15</u> | <u>B+30</u> | <u>M+15</u> | <u>M+30</u> |
|-------------|----------|-------------|-------------|-------------|-------------|
| 1 | 7700 | 8100 | 8500 | 8900 | 9300 |
| 2 | 7950 | 8350 | 8750 | 9150 | 9550 |
| 3 | 8200 | 8600 | 9000 | 9400 | 9800 |
| 4 | 8500 | 8900 | 9300 | 9700 | 10100 |
| 5 | 8800 | 9200 | 9600 | 10000 | 10400 |
| 6 | 9100 | 9500 | 9900 | 10300 | 10700 |
| 7 | 9500 | 9900 | 10300 | 10700 | 11100 |
| 8 | 9900 | 10300 | 10700 | 11100 | 11500 |
| 9 | 10300 | 10700 | 11100 | 11500 | 11900 |
| 10 | 10700 | 11100 | 11500 | 11900 | 12300 |
| 11 | 11100 | 11500 | 11900 | 12300 | 12700 |
| 12 | 11500 | 11900 | 12300 | 12700 | 13100 |
| 13 | 11900 | 12300 | 12700 | 13100 | 13500 |
| 14 | 12300 | 12700 | 13100 | 13500 | 13900 |

Add \$300 at each step for tenure (steps 4-14)

SCHEDULE B

Payment for Extra-curricular Activities
for 1971-72 and 1972-73

| | | |
|---|--|---------------|
| 1. Boys' athletics | | |
| Baseball | | \$240.00 |
| Basketball | | 240.00 |
| Soccer | | 200.00 |
| 2. Girls' athletics | | |
| Softball | | 160.00 |
| Basketball | | 160.00 |
| Soccer | | 100.00 |
| 3. Cheerleading | | 130.00 |
| 4. Intramural | | |
| Bragg School | | |
| Boys | | 220.00 |
| Girls | | 220.00 |
| Williamson School | | |
| Boys | | 330.00 |
| Girls | | 330.00 |
| 5. Officiating (35 games @ \$7.50 per game) | | <u>262.50</u> |
| | | \$2592.50 |

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1971, and shall continue in effect until August 31, 1972, unless amended by both parties. The term of this agreement is known as the current school year.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed by their proper officers and caused their proper seals to be hereunto affixed this 12th day of May, 1971.

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF CHESTER

ATTEST:

by _____
President

Ruth Heymann - Secretary

THE CHESTER EDUCATION ASSOCIATION

ATTEST:

by _____
President
