

4-0224

03-07

1974 - 1975

BASIC AGREEMENT

between

THE CHESTERFIELD TOWNSHIP BOARD OF EDUCATION

and

THE CHESTERFIELD TOWNSHIP EDUCATION ASSOCIATION

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, 1974 and ending on June 30, 1975.
  
- 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.

11      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, per diem employees, and temporary employees).

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 June 30th of a 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 C.T.E.A.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counter proposals.
- C. The negotiating representatives 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 certified professional employees under the employ of the Board of Education.
  2. The negotiating representative of the Board shall be duly elected members of the Board and/or a member of the School Administration 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 than 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 the 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 the negotiations chairman, at least (3) three days prior to a meeting, shall submit an agenda to the negotiating parties covering all matters to be discussed. 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 June 30th of the last year this agreement is in force for the purpose of reviewing and/or revising this agreement. All new or revised items shall be submitted at this time. Only items submitted at this time will be eligible for negotiations, unless new items are agreed to by both parties. Both parties agree to meet no later than December 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.
- H. The President of the Board of Education shall appoint the official negotiations chairman and negotiations secretary. Neither the negotiations chairman or the negotiations secretary may be a member of the Board Negotiations Committee or the Association Negotiations Committee. These persons shall be mutually agreed upon by both parties of the contract. Should it be impossible to resolve these appointments and a fee is involved in filling these positions the cost shall be borne equally between the parties of the 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 and/or the policies of the Chesterfield Township Board of Education.
- C. The term "employee", where applicable, shall mean any professional employee of the Chesterfield Township Board of Education. The term "representative" shall include an organization, agency, or person authorized or designated by any professional employee, or any group of professional employees, or by the Board, to act on its or their behalf, and to represent it to 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 Professional Relations Committee meetings but shall have no vote on matters brought before the Professional Relations Committee. The Professional 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 Member, another Association Member, 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 14 calendar days of the occurrence. Failure to act within the 14 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. All hearings and meetings concerning a grievance shall not be open to the public, and all information concerning a grievance shall be termed "confidential" to all persons not directly involved in 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 7 calendar days of said discussion.

Level Two - If the grievance is not resolved to the party's satisfaction within 7 calendar 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 7 calendar days of receipt of the written grievance with reasons stated.

Level Three - If the grievance is not resolved to the party's satisfaction within 7 calendar days from the determination referred to at Level Two, the party shall refer the grievance in writing to the Chairman of 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 Chairman of the Professional Relations Committee seven (7) calendar days before such meeting. Within fourteen (14) calendar days after said hearing (unless a different period is mutually agreed upon) the Chairman of 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 14 calendar 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, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days. The Secretary of the Board of Education shall notify the aggrieved employee and the Administrative Principal, in writing, of the Board's disposition of the grievance after said decision with reasons stated.

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 fourteen (14) calendar 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 borne 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 fourteen (14) calendar 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 14 calendar days after the list has been furnished, the arbitrator shall be selected by the Burlington County Superintendent of Schools.

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. The committee's objective is cooperative searching together (no hard core positions) for what is best for the children in the school. Such recommendations shall be given serious consideration by the Board in it's actions.
- B. All recommendations of this Committee will be acted upon at the next Board meeting and the Committee informed of such action. The Board is responsible for policy making.
- C. Meetings to be held once a month prior to Board Meeting unless mutually agreed upon.

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 in writing 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 personnel leave 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 SABBATICAL LEAVE

- A. Sabbatical Leave may be granted to a professional employee by the Board for study, travel, or for other reasons of value to the school system (as determined by the Board).
- B. Sabbatical Leave may be granted for a one year period to a maximum of one professional employee per year - provided a qualified replacement can be obtained.
- C. Requests for Sabbatical Leave must be received by the Board in writing no later than January 1st, and Board action must be taken on the request no later than April 1st of the school year preceeding the school year for which the leave is requested.
- D. A professional employee must have completed seven years of continuous employment by the Board before being eligible for Sabbatical Leave.
- E. A professional employee on Sabbatical Leave will be entitled to no salary or other professional employee benefits while he is on leave.
- F. Upon return from Sabbatical Leave, the professional employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school system during the period of his/her absence.

IX INSURANCE

The Board agrees to pay the annual employee's premium for the N. J. Blue Cross, Blue Shield, and Rider "J", and Major Medical 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 NON-INSTRUCTIONAL AIDES

- A. It is agreed that the use of non-instructional aides for lunchroom and playground duty and the accompanying free time will be given to all teachers, provided satisfactory non-instructional aides are available. It is to be emphasized that at no time are non-instructional aides to have any teaching responsibilities.
- B. Since the non-instructional 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 non-instructional aide cannot be in attendance, teachers will fill the aide's responsibilities.
3. Teachers will aid the administration in actively recruiting qualified non-instructional aides.
4. Teachers must instruct students to exhibit the same respect of authority to the non-instructional 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.
- 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.

## XII PERSONNEL LEAVE

All professional employees are entitled to personal (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 following policy:

### Absences - School Personnel

If any teacher or any other employee of the Chesterfield Township Board of Education will be absent from his/her assigned duties for any reason whatsoever, he/she must notify the school secretary between 7:00 a.m. and 7:30 a.m. on the day of the absence, or (preferably) the night before the absence. If the school secretary cannot be reached, then the school principal must be notified. If the principal cannot be notified, then the school board secretary must be notified. It is the responsibility of the employee to notify the school before 2:30 p.m. on the day of absence, as to whether he/she will be returning to school on the next day.

If an employee is absent and fails to notify the school secretary or principal of such absence, the absence will be considered "leave without pay" and disciplinary action will be taken by the Board of Education.

If an employee fails to notify the school secretary or principal by 7:30 a.m. of the day he/she is returning to assume his/her regular duties, the school will make arrangements for a substitute to assume the duties and the employee will not be paid for that particular day.

- 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; legal business; 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. Only one teacher will be granted this leave on any given day.
- 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 IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which professional staff members attendance is required. The in-school work year for professional staff members employed on a ten (10) month basis shall not exceed two hundred (200) days.

#### XIV EVALUATION OF PROFESSIONAL PERSONNEL

- A. All observations of the teaching performance of any professional staff member shall be conducted openly and with the full knowledge of the professional staff member.
- B. Each professional staff member shall be given his/her evaluation report and shall have the opportunity to discuss such report with his/her principal. A conference will be held within three (3) school days after the evaluation or at a mutually agreeable time. Following the conference, the professional staff member shall sign the evaluation report and all copies, but the professional staff member's signature does not necessarily indicate agreement with its contents.
- C. Any unusual circumstances or conditions which may have had an effect on the performance of the professional staff member shall be recorded on the evaluation report.
- D. Any adverse evaluation of a professional staff member's performance filed by the professional staff member's principal may be subject to the grievance procedure.
- E. Non-tenure professional staff members will receive at least two (2) formal evaluations per school year.

XV PERSONNEL RECORDS

- A. Professional staff members shall have the right, upon written request, to review the nonconfidential contents of their personnel file. The professional staff member shall be entitled to have a representative or association member present during such review. No more than one personnel file may be kept on any professional staff member.
- B. Though confidential records such as application references, promotional references and other similar documents shall not be made available to a professional staff member, all other nonconfidential material shall be made available for inspection.
- C. No material derogatory to a professional staff member's conduct, service, character or personality shall be placed in his/her personnel file, unless the professional staff member has had an opportunity to review the material. The professional staff member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The professional staff member shall have the right to submit a written response to such material and his/her response shall be attached to the filed copy.
- D. Upon termination of employment no documents and/or other material shall be placed in the personnel file of said professional staff member after severance.

XVI SALARY GUIDE PROVISIONS

- A. 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 1974-75 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.
- B. 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/her an opportunity to discuss the reason for such action prior to issuance of contract. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Administrative Principal and the approval of the Board.
- C. Each teacher may individually elect to have ten (10) per cent or more of his/her monthly salary deducted from his/her pay to be deposited with the Burlington County Teacher's Federal Credit Union. All transactions are to be made through the Burlington County Teachers Federal Credit Union with the Board acting only as the collection agency. Applications must be made in June for September enrollment.
- D. A teacher with a provisional certificate be placed on Step A of the salary guide for the first year and be advanced to Step B after earning four credits toward a standard certificate. He/she will remain on Step B providing at least four credits are earned toward a standard certificate each year; if not he/she will revert to Step A of the salary guide.

Steps	A	B	C	D	E	F	G	Yrs. P.S. Exp.
	Prov. Cert.	Stand. Cert.	Stand. Cert. + 10 Gr. Cr.	Stand. Cert. + 20 Gr. Cr.	Stand. Cert + 30 Gr. Cr.	Stand. Cert. + Masters	Stand. + Masters in Elem. Ed.	
1	8,350	8,650	8,750	8,850	8,950	9,250	9,650	0
2	8,650	9,000	9,100	9,200	9,300	9,600	10,000	1
3	8,950	9,350	9,450	9,550	9,650	9,950	10,350	2
4	9,250	9,750	9,850	9,950	10,050	10,350	10,750	3
5	9,550	10,100	10,200	10,300	10,400	10,700	11,100	4
6	9,850	10,450	10,550	10,650	10,750	11,050	11,450	5
7	10,150	10,850	10,950	11,050	11,150	11,450	11,850	6
8	10,450	11,200	11,300	11,400	11,500	11,800	12,200	7
9	10,750	11,550	11,650	11,750	11,850	12,150	12,550	8
10	11,050	11,900	12,000	12,100	12,200	12,500	12,900	9
11	11,350	12,250	12,350	12,450	12,550	12,850	13,250	10
12	11,650	12,600	12,700	12,800	12,900	13,200	13,600	11
13	11,950	12,950	13,050	13,150	13,250	13,550	13,950	12 +

Column A = All increments are 300

Columns B, C, D, E, F & G

Steps 1 - 3 = 350 increments  
 Step 4 = 400 increments  
 Steps 5 & 6 = 350 increments  
 Step 7 = 400 increments  
 Steps 8 - 13 = 350 increments

## 1974-1975 SALARY GUIDE

## EXPLANATION OF SALARY GUIDE LEVELS

- A. N. J. Provisional Certificate
  - B. N. J. Standard Certificate
  - C. N. J. Standard Certificate + 10 graduate credits
  - D. N. J. Standard Certificate + 20 graduate credits
  - E. N. J. Standard Certificate + 30 graduate credits
  - F. N. J. Standard Certificate + Masters Degree in any field
  - G. N. J. Standard Certificate + Masters Degree in Elementary Education or in any other area that, in the opinion of the negotiations committee, would directly improve the professional proficiency of the employee in his/her primary school duties. In order for a professional employee to be placed at level "G" of the salary guide he/she must make a written request to the negotiations chairman for such action and may make an oral request to the negotiations committee if so desired.
1. Procedures for advancing a professional staff member to salary guide step G.
    - a. When the negotiation committee is called on to render a decision regarding an adjustment in salary due to the completion of a Masters degree program, both the Board and the Association will designate equal voting representatives from the negotiation committee to review the request for adjustment on the salary guide. The chairman of the negotiations committee is a non-voting member and will preside over the committee reviewing the request. After reviewing the request and all relevant information, the committee will complete a thorough discussion of the request and then conclude with a roll call vote, each representative casting one vote.
    - b. A professional staff member may request a personal, oral presentation to the committee concerning his/her request in addition to his/her written request.
    - c. All salary adjustment requests will be acted upon within sixty (60) calendar days.
    - d. The chairman of the negotiation committee will then inform the applicant in writing of the negotiation committee's decision. Though the vote of the negotiation committee will be termed "confidential", the applicant will receive a written explanation of the negotiation committee's decision.
- (Note: The terms Certificate shall mean: N. J. Elementary Education Certificate or, in the case of a specialist, a N. J. Certificate in his/her special area.)



XVIII 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 commitments 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, 1974, and continue in full force and effect without change until June 30, 1975.
- D. Signed and Certified by:

Mr. Theodore Lange  
President  
Chesterfield Township Board of Education

Mr. John Dale  
Vice President  
Chesterfield Township Board of Education

Mrs. Janet Haslam  
President  
Chesterfield Township Education Association

Mrs. Karen Sutter  
Vice President  
Chesterfield Township Education Association

Mr. Joseph Schienholz, Administrative Principal  
Chairman  
Negotiations Committee

Mrs. Leonore Mathews, Board Secretary  
Secretary  
Negotiations Committee