4.0257

THIS BOOK DOES

AGREEMENT

THIS AGREEMENT is entered into this day of

19 , by and between BOARD OF EDUCATION OF TINTON FALLS SCHOOLS,

hereinafter called "Board", -and- TINTON FALLS SCHOOLS TEACHERS

ASSOCIATION, hereinafter called "T.F.S.T.A.", for the academic year

1970-1971.

ARTICLE 1 - RECOGNITION

- 1. The Board does hereby recognize T.F.S.T.A. as the majority representative for collective negotiation, pursuant to Chapter 303, Laws of 1968, concerning the terms and conditions of employment of certificated employees in each of the following units: Nurses, librarians and classroom teachers, provided the inclusion hereof of the foregoing assignments shall not limit the right of the Board to discontinue or make increases, decreases or changes in the personnel assigned to these duties. This recognition includes part-time certificated personnel but not substitute teachers.
- 2. This recognition shall continue in effect until a successor majority representative for collective negotiation shall have been selected and designated pursuant to law or unless sooner terminated according to law.

ARTICLE II - NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations of an amendatory Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on the matters

representative during the next succeeding academic year, and in further negotiations either party may use a professional negotiator to act on its behalf if it so desires.

- 2. Subject to the foregoing, no later than November 1, 1970, the parties shall, if desirable, exchange proposals for new rules or modifications of existing rules. No later than, but if possible earlier than, November 15, 1970, the parties shall commence collective negotiation sessions. If by January 1 either party believes that successful resolution of all differences cannot be achieved, then and in that event either party shall have available to them the procedures set forth in Chapter 303, Laws of 1968, pertaining to mediation, and if that does not succeed, then fact-finding or such other methods which are now or may hereafter be available by statute or applicable regulation of the Public Employment Relations Commission.
- 3. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment as established by the rules, regulations and/or policies of the Board in force on the effective date of this Agreement to the certificated employees designated in Article I-Recognition shall continue to be so applicable during the term of this Agreement except as the same may be modified or changed as provided by statutes applicable hereto and more particularly Chapter 303 of Laws of 1968. Nothing contained herein,

unless expressly so provided, shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefits or duties existing prior to the effective date of this Agreement.

- 4. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned certificated employees other than with T.F.S.T.A., during the term of this Agreement, except as provided by N.J.S.A. 34:13A-5.3. This Agreement shall not be construed as precluding the parties hereto from mutually amending this Agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the academic year 1970-1971, and is limited to such academic year.
- 5. It is understood and agreed that every part of this agreement may be opened for renegotiation in connection/with tory Agreement for the academic year 1971-1972.