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03-07

1971 - 1972

BASIC AGREEMENT

between

THE CHESTERFIELD TOWNSHIP BOARD OF EDUCATION

and

THE CHESTERFIELD TOWNSHIP EDUCATION ASSOCIATION

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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, 1971, and ending on June 30, 1972.
- 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 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. 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 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 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 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 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 1st 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. 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.
 - 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.
- 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 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 Professional Relations Committee meetings but shall have no vote on matters brought before the Public 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 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 date 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 after said decision.

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. 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.

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. Remuneration, 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 remuneration will be granted.

VIII 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.

IX TEACHER AIDES

- A. It is agreed that the use of Teacher Aides for Lunch Room and Play-ground 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 aid the administration in actively recruiting qualified Teacher Aides.
 - 4. Teachers must instruct students to exhibit the same respect of authority to the Teacher Aides as they would to teachers.

X 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.

XI PERSONNEL 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; 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.
- 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.

XII 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 1971-1972 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 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.
- D. Each teacher may individually elect to have ten (10%) percent of his

monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

CHESTERFIELD TOWNSHIP PUBLIC SCHOOL
 1971-1972 SALARY GUIDE
 Effective 7-1-71

Steps	A	B	C	D	E	F	G	H	Vrs. P.S. Exp.
	Emer. Cert.	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	6750	7050	7350	7450	7550	7650	7950	8350	0
2	7050	7350	7650	7750	7850	7950	8250	8650	1
3	7350	7650	7950	8050	8150	8250	8550	8950	2
4	7650	7950	8250	8350	8450	8550	8850	9250	3
5	7950	8250	8550	8650	8750	8850	9150	9550	4
6	8250	8550	8850	8950	9050	9150	9450	9850	5
7	8550	8850	9150	9250	9350	9450	9750	10,150	6
8	8850	9150	9450	9550	9650	9750	10,050	10,450	7
9	9150	9450	9750	9850	9950	10,050	10,350	10,750	8
10	9450	9750	10,050	10,150	10,250	10,350	10,650	11,050	9
11	9750	10,050	10,350	10,450	10,550	10,650	10,950	11,350	10
12	10,050	10,350	10,650	10,750	10,850	10,950	11,250	11,650	11
13	10,350	10,650	10,950	11,050	11,150	11,250	11,550	11,950	12+

CHESTERFIELD TOWNSHIP PUBLIC SCHOOL
1971-1972 SALARY GUIDE
EXPLANATION OF SALARY GUIDE LEVELS

- A. N. J. Emergency Certificate
- B. N. J. Provisional Certificate
- C. N. J. Standard Certificate
- D. N. J. Standard Certificate + 10 graduate credits
- E. N. J. Standard Certificate + 20 graduate credits
- F. N. J. Standard Certificate + 30 graduate credits
- G. N. J. Standard Certificate + Masters Degree in any field
- H. 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 "H" of the salary guide he/she must make a written request to the negotiations chairman for such action.

(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.)

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, 1971, and continue in full force and effect without change until June 30, 1972.
- D. Signed and Certified by:

President,
Chesterfield Township Board of Education

Vice President
Chesterfield Township Board of Education

Mrs. Rita Nissim
President
Chesterfield Township Education Association

Mrs. Janice Borocz
Vice President
Chesterfield Township Education Association

Mr. Martin Ney, Administrative Principal
Chairman
Negotiations Committee

Mrs. Leonore Mathews, Board Secretary
Secretary
Negotiations Committee