

**Chester Public Schools
Chester, New Jersey**

**AGREEMENT BETWEEN
THE CHESTER BOARD OF EDUCATION**

AND

THE CHESTER EDUCATION ASSOCIATION

2004-2007

TABLE OF CONTENTS

	<u>PAGE</u>
SECTION A - APPLICABLE TO BOTH TEACHERS AND SECRETARIES	4
ARTICLE I. RECOGNITION.....	4
ARTICLE II. NEGOTIATION PROCEDURE	4
ARTICLE III. GRIEVANCE PROCEDURE.....	5
ARTICLE IV. ASSOCIATION RIGHTS AND PRIVILEGES	7
ARTICLE V. HEALTH INSURANCE PROTECTION	8
ARTICLE VI. PROTECTION OF EMPLOYEES AND PROPERTY	9
ARTICLE VII. BOARD'S RIGHTS.....	10
ARTICLE VIII. REPRESENTATION FEE	10
ARTICLE IX. MISCELLANEOUS PROVISIONS	12
ARTICLE X. DURATION OF AGREEMENT	12
SECTION B- APPLICABLE TO TEACHERS ONLY	13
ARTICLE I. TEACHERS' SALARIES AND OTHER PAYMENTS.....	14
ARTICLE II. TEACHER ASSIGNMENT - TEACHING HOURS AND LOAD	15
ARTICLE III. TEACHER VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS	17
ARTICLE IV. TEACHER EVALUATION	17
ARTICLE V. TEACHER SICK LEAVE AND LEAVES OF ABSENCE	18
ARTICLE VI. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	19
ARTICLE VII. TEACHER-ADMINISTRATION LIAISON	20
ARTICLE VIII. TEACHER RIGHTS	20
SCHEDULE A - TEACHERS	22
SCHEDULE B - TEACHERS - EXTRA COMPENSATION.....	25
SECTION C- APPLICABLE TO SECRETARIES ONLY	26
ARTICLE I. SECRETARIAL WORK YEAR.....	27
ARTICLE II. SECRETARIAL WORKING HOURS	27
ARTICLE III. SECRETARIAL JOB PERFORMANCE REVIEW	27

ARTICLE IV. SECRETARIAL HOLIDAYS AND VACATIONS..... 27

ARTICLE V. SECRETARIAL LEAVES OF ABSENCES..... 28

ARTICLE VI. SECRETARIAL TENURE AND LAYOFF 29

ARTICLE VII. DISCIPLINE..... 29

ARTICLE VIII. SALARIES AND OTHER PAYMENTS..... 29

SCHEDULE C - GRIEVANCE FORM 32

SECTION A - APPLICABLE TO BOTH TEACHERS AND SECRETARIES

ARTICLE I RECOGNITION

- A. The Board of Education of Chester School District hereinafter “the Board”, hereby recognizes the Chester Education Association as the representative majority employee group and the negotiating body for all teachers, librarians and nurses, guidance, secretary, and child study team personnel, and all other persons certified by the State of New Jersey not included in supervisory activities whether under contract or on leave, but excluding custodial, cafeteria, and all confidential secretarial/clerical personnel, the Superintendent's secretary, Business Administrator's secretary, Payroll and Accounts Payable personnel, and all other personnel not specifically included above.
- B. Unless otherwise indicated, the term “employees” when used hereinafter in this Agreement, shall refer to all professional certificated employees and secretaries 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, or the representative majority of the teachers/secretaries.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq. in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Negotiations will follow the timetable established by the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Presidents of the Board and the Association.
- 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. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals 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. Either party may request a meeting, which must be mutually agreed to, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. All meetings between the parties shall be regularly scheduled whenever possible.
- E. 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.
- F. This Agreement shall not be amended or modified in whole or in part 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 an employee or group of employees regarding the interpretation, application or violation of policies, agreements or administrative decisions affecting terms or conditions of employment.
2. The term employee shall mean all classifications included in the Recognition Clause.
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-tenured employee, prior to completion of three (3) 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/her immediate superior, the school principal, or any staff member 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, rapid solutions to the grievance as defined above.

C. Procedure

1. All interested people shall endeavor to secure a rapid determination to employee grievances at the lowest possible level without interfering with the normal school operations. Proceedings shall be kept informal and confidential.
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 representative, and having it adjusted provided the adjustment is not inconsistent with the terms of this contract. 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 written 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, the Board shall have the right to designate a representative of its own to participate at any step of the grievance procedure.

5. A grievance must be initiated within thirty (30) calendar days of its occurrence in order to be considered under the following procedure.
6. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, time limits set herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. During the last two weeks of the school year the employee shall have 24 hours to carry a grievance that has not been resolved to the next level. A grievance may be suspended by mutual agreement for the summer. Such grievance shall resume at the time and level at which it was suspended on the first day of required employee attendance.
7. During the summer months the term "school days" when used in this Article shall mean days on which the business office is open.
8. If the grievance affects a group or class of employees in more than one (1) school, the Association may submit the grievance in writing to the Superintendent directly, with copies to the principals of the schools involved. The processing of the grievance shall commence at the Superintendent's level. The Association may process the grievance through all subsequent levels of the procedure.
9. Grievances will be processed on the form attached to this Contract as Appendix C.

Level One - In the first instance, any employee's complaint shall be submitted orally to his immediate superior. If the grievance is not resolved orally, it shall be submitted in writing to the immediate superior specifying the exact nature of the grievance, the date of the violation, and the relief sought. The immediate superior shall communicate his decision on the grievance to the employee in writing within ten (10) school days of receipt of the written grievance.

Level Two - If the grievance is not resolved, it shall be forwarded to the Superintendent within ten (10) school days by the employee. Within ten (10) school days of receipt of the grievance, the Superintendent shall hold a hearing. The Superintendent shall respond in writing notifying the employee of his/her decision with specific reasons within ten (10) school days of the hearing.

Level Three - If the grievance is not resolved at Level Two, the employee, within ten (10) school days, shall submit the grievance to the Board of Education. All pertinent correspondence shall be submitted to the Board. Upon receipt of the grievance the Board shall hold a hearing and all parties involved shall be present at the hearing. The Board shall respond within ten (10) school days following the next regularly scheduled meeting.

Upon written request of the aggrieved, the reasons for such decision shall be included in the written 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-tenured teacher in failing to renew his third and 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-tenured teacher. Any decision of the Board as to non-tenured employees shall be considered privileged.

Level Four - In the event an employee is dissatisfied with the determination of the Board, the Association shall have the right within ten (10) school days to request arbitration. The procedure for securing the services of an arbitrator shall be that of the American Arbitration Association and the parties shall be bound by the rules of the American Arbitration Association during the proceedings.

1. The decision of the arbitrator shall be binding on the parties if the dispute is the result of a grievance concerning the interpretation, application or claimed violation of a specific term(s) or provision(s) of this Agreement.
2. The decision of the arbitrator shall be advisory when the dispute is the result of any grievance permitted under the terms of this Agreement but not included in section one (1) above.
3. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement.

A. 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. 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.
3. 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.
4. It shall be the general practice to process grievances during times that do not interfere with assigned duties of employees. In the event that the Board of Education agrees to hold the proceedings during regular working hours, an employee 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.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents, shall be prepared by the Superintendent or his/her designee and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. 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
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.
- 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 twenty-five (25%) percent 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 V
HEALTH INSURANCE PROTECTION**

NOTE: See attached correspondence in the Appendices that affects the open enrollment date and subsequent prorated compensation for this article.

PREAMBLE: All employees currently in POS are not eligible for the payment options listed in A, B, and /or C below.

- A. Employees hired before July 1, 1997, will have three medical insurance options for themselves and eligible dependents effective January 1, 2000: Traditional with a \$100/\$300 deductible, PPO, or POS. Such employees who voluntarily enroll in POS for an effective date of January 1, 2000, will receive a one-time taxable payment of 90% of the premium difference between Traditional and POS for the period January 1, 2000 through June 30, 2000.
- B. Employees hired between July 1, 1997 and June 30, 1998 will have three medical insurance options for employee and eligible dependents effective January 1, 2000: Traditional, PPO, or POS. Such employees who voluntarily enroll in POS for an effective date of January 1, 2000 will receive a one-time taxable payment of 90% of the premium difference between Traditional and POS for the period January 1, 2000 through June 30, 2000. Such employees will have a second opportunity to enroll in POS for an effective date of July 1, 2000, and they will receive a one-time taxable payment of 60% of the premium differences between Traditional and POS for the period of July 1, 2000 to January 1, 2001.
- C. Effective July 1, 2000, for employees hired between July 1, 1998 and the effective date of this agreement the Board premium responsibility will be limited to 100% of the POS for the employee and eligible dependents. Such employees will receive a one-time taxable payment of 40% of the premium difference between POS and Traditional for the period of July 1, 2000 - June 30, 2001. If such an employee voluntarily enrolls in POS for an effective date of January 1, 2000, they will receive a one-time taxable payment of 90% of the premium difference between POS and Traditional for the period January 1, 2000 to June 30, 2000.
 - 1. For employees hired after the effective date of this agreement, the Board premium expense will be limited to 100% of the POS plan for employees and their eligible dependents.
 - 2. All employees described in subparagraphs C and 2 (above) may choose a plan other than POS by paying 100% of the premium difference between Traditional and POS or PPO and POS, for the employee and eligible dependents, via a Section 125 Plan offered by the Board.
 - 3. Staff meetings will be held at each school with the support and endorsement of CEA for the purpose of giving all employees information on the differences between the three medical insurance options.
 - 4. In the absence of the Board designating a specific doctor to perform the annual physical examinations, each employee who chooses to have a physical examination may have his/her own doctor perform this examination and be

reimbursed by the Board for no more than thirty-seven dollars and ten cents (\$37.10) upon the submission of a voucher.

- D. Dental. The Board shall pay the Dental insurance premium for teachers and their dependents. Effective July 1, 2001, there shall be a deductible of fifty dollars (\$50.00) for a single coverage one hundred dollars (\$100.00) for family coverage.
- E. Employees, who voluntarily waive the insurance benefits set forth above, will be paid the amounts listed for the programs waived for the years specified in the chart set forth below. Payment to the employee will be made in July following twelve (12) consecutive months out of the insurance plan. Once an employee voluntarily waives insurance coverage, the employee may re-enroll in the insurance program only at the insurance carrier's open enrollment period or upon proof of any of the life event designated by the NJ Department of Insurance. Employees hired after July 1st of any year who elect not to take insurance coverage or employees who terminated employment prior to June 30th shall have the payment prorated based on the number of months the employee was employed.

**PAYMENTS FOR WAIVER OF HEALTH BENEFITS
July 1, 2004 to June 29, 2007**

Medical Insurance	
Family	\$4,322
Husband/Wife	\$3,694
Parent/Child	\$2,766

Dental Insurance	
Family	\$472
Husband/Wife Parent/Child	\$363

Effective June 30, 2007, the amount of the waiver shall be adjusted to reflect the same percentage as the settlement rates of subsequent agreements.

**ARTICLE VI
PROTECTION OF EMPLOYEES AND PROPERTY**

Employees 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 employee shall be consulted prior to the determination.

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

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

**ARTICLE VII
BOARD'S RIGHTS**

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- B. All rights of management which are not specifically and expressly limited by the provisions of other Articles of this Agreement are retained by the Board. These rights include, but are not limited to: The complete management of the school system and the direction of the working forces; the right to plan, direct and control all of the operations or services to be performed by employees of the Board; the right to schedule work or work to be performed; the right to maintain efficiency; the right to extend, maintain, curtail or terminate, in whole or in part, all educational operations regardless of the reasons therefore; the right to hire, determine initial salary, promote, demote, assign work, transfer employees between and among schools; suspend, discipline or discharge in accordance with the terms of this Agreement and applicable law; the right to make, amend and enforce rules and regulations; the right to introduce new and improved methods, procedures and equipment or eliminate existing methods, procedures or equipment; and the right to determine the number of persons to be actively employed at any one time are among the exclusive rights of the Board.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A. New Jersey statutes annotated or any other national, state, county, district, or local laws or regulations as they pertain to education except as is herein specifically and expressly provided.

**ARTICLE VIII
REPRESENTATION FEE**

- A. **Purpose of Fee**
If any employee included in the Recognition Clause does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. **Amount of Fee**
 - 1. **Notification** - Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.
 - 2. **Legal Maximum** - order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.
- C. **Deduction and Transmission of Fee**
 - 1. **Notification** - Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2

below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
 - (a) ten days after receipt of the aforesaid list by the Board; or
 - (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Termination of Employment - If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.
6. New Employees - On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability - The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provision of this Article, provided that:
 - (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - (b) If the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
2. Exception - It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful

misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- E. Exemption - All personnel covered by the Recognition Clause employed by the Board and not dues paying members of the Association prior to July 1, 1989, shall be exempt from the provisions of this Article.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees 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 applications 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 employee now employed with a copy of the Agreement. Five copies of the Agreement will be provided for the Association.
- D. Neither the Board nor the Association shall take reprisal against any person or group of persons for any lawful action performed or participated in by that person or group of persons.

**ARTICLE X
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007.

SECTION B - APPLICABLE TO TEACHERS ONLY

SECTION B - APPLICABLE TO TEACHERS ONLY

ARTICLE I TEACHERS' 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 hereof.
- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- D. Teachers shall receive their final pay no later than the 30th day of June.
- E. Payments for work in connection with extra curricular activities will be made according to the table in Schedule B.
- F. Bedside tutoring shall be paid at the rate indicated on Schedule "B". Bedside tutors shall also be paid the IRS per mile rate for transportation involved in such instruction. Instruction time shall include travel time when the student is located beyond the boundaries of the school district in which case travel time will begin in the school district.
- G. Teachers accompanying students on overnight trips sponsored by the Board shall be paid at the rate indicated on Schedule "B".
- H. Teachers attending the annual NJEA Convention shall be reimbursed at the rate indicated on Schedule "B" for any classroom material purchased, if approved by the building Principal.
- I. Teachers retiring and receiving pensions checks in accordance with the provisions of the New Jersey Teachers Pension and Annuity Fund and the estates of teachers who die while employed by the Board shall receive severance pay at the rate of sixty-five (\$65.00) dollars per day for each unused sick leave day accumulated to a maximum of one hundred fifty (150) days of accumulated sick leave with a maximum payment of nine thousand seven hundred and fifty dollars (\$9,750.00).
 - 1. The teacher(s) shall notify the Board of his/her intention to retire one, (1) one year prior to the effective date of retirement, whenever possible.
 - 2. The severance pay to which a teacher is entitled under the provisions of this section shall be paid in a lump sum payment within thirty (30) calendar days of retirement.
- J. The reduced tuition rate for nonresident students provided by Board Policy #510 shall only apply to students who are initially enrolled prior to September 15, 1990.
- K. Teachers who are assigned to playground duty during the short term absence of playground aides at the Dickerson and Bragg Schools shall be paid at the rate indicated on Schedule "B".
- L. When a teacher is denied a scheduled preparation period, the teacher shall be paid at the rate indicated on Schedule "B".

ARTICLE II

TEACHER ASSIGNMENT - TEACHING HOURS AND LOAD

A. Teacher Assignment

1. 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.
2. 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.

B. Teaching Hours and Load

1. The in-school workday for teachers shall be:
 - (a) Grades K through 5 - seven (7) hours and five (5) minutes.
 - (b) Grades 6 through 8 - seven and one-quarter (7-1/4) hours.
 - (c) A rotation roster for recess duty on inclement weather days at the Bragg and Dickerson Schools shall be established. The roster shall include all teaching staff members assigned to these schools except nurses and child study team members. Other exclusions from the rotational roster may be made by mutual agreement between the Principal and Building Representative.
 - (d) The amount of time teachers will be required to spend during the workday will be divided in the following categories:

Planning Time

Planning time for teachers in grades K-5 will total 250 minutes per week. For grades 6-8, individual planning time will total 200 minutes per week and team planning time will total 120 minutes per week.

Lunch Time

This in-school workday shall include a duty free lunch period of thirty (30) minutes or if the student lunch is less than 30 minutes, the teacher lunch shall be at least equal to the student lunch. Changes in the length of the teacher lunch period shall be subject to negotiation. Teacher lunch time will equal the student lunchtime of their own building. Teacher lunch time does not include student recess time.

Instruction/Supervision Time

All other time will be considered instructional/supervisory time.

2.
 - (a) The length of each planning period will be determined by the scheduling in effect. These changes to become effective July 1, 2000.
 - (b) Teachers shall receive a minimum of thirty (30) consecutive minutes preparation time per day.
 - (c) For purposes of assigning preparation time to all teachers (both K-5 and 6-8), the start of the day and the end of the day shall be based upon the teachers' work

day and not the students' day. Further, the teachers' lunch time shall be the same length as the student's lunch period. The Tillem arbitration award in, In Re Chester Association, AAA Case No. 1839 0629 85N (1986) is hereby null and void.

3. All meetings will be pre-announced, an agenda distributed whenever possible and items may be suggested to be included. Meetings shall not be called on any day preceding a day a teacher is not required to be in school.
4. It is understood that occasional emergency meetings may have to be called to consider the health, welfare or safety of youngsters. In the event of an emergency situation, the previous paragraph is null and void.
5. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings normally not more than three hundred (300) minutes per month. The total time per school year shall not exceed three thousand (3,000) minutes. Such meetings shall begin no later than ten (10) minutes after the student dismissal time.
6. Teachers will be required to attend four (4) evening meetings that will be school related. When parent conferences are held, the teachers who are required to attend will be identified by the building Principal and the conferences will be part of the four (4) meeting requirement. All teachers in a building may not be required to be present on the same night. When individual teachers are scheduled for evening meetings, the needs of the individual teacher will be considered when the schedule is established.
7. The Superintendent may schedule after school district wide meetings. The after school district wide meetings shall begin no later than ten (10) minutes after the last school's closing. The time during which teachers are required to be present at these after school district wide meetings shall count as part of the monthly and yearly after school meeting time defined in Section 5 above.

C. Work Year

1. The in-school work year for teachers may begin as early as September 1st. Teachers shall not be required to work on the Friday before Labor Day. At least one day free of assigned meetings shall be provided prior to the first student day for teachers' preparation.
2. The in-school work year for teachers will be one hundred eighty-five (185) days.

D. In-Service Program Days

1. The in-school work year may be extended by up to ten (10) days for teachers to one hundred ninety-four (194) days. These ten (10) days must be scheduled between September 1 and June 30. The days shall be scheduled at least three (3) months in advance. The entire faculty does not have to be scheduled for the same day. The additional ten (10) days shall be designated as in-service days and pupils will not be present. Teachers will be paid at the rate indicated on Schedule "B" for each of these in-service days. Teacher attendance on the ten (10) days specified in this section shall be voluntary.
2. The category(ies) of teachers eligible to participate in the in-service program will be specified in the announcement. Unpaid volunteers who successfully complete the in-service program will be given credit toward horizontal advancement on the salary guide.

**ARTICLE III
TEACHERS' VOLUNTARY AND INVOLUNTARY TRANSFERS
AND REASSIGNMENTS**

- A. Voluntary Transfers and Reassignments
1. No later than May 15th of each school year, the Superintendent shall have posted in all school buildings a list of the known vacancies that will occur during the following year.
 2. Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building, may file a written statement of such desire with the Superintendent not more than fifteen (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, 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. Teachers being reassigned or transferred after June 1st of any school year and prior to the opening of the next school year shall receive prompt written notification of the reassignment or transfer.

**ARTICLE IV
TEACHER EVALUATION**

- A.
1. All classroom observation, formal or informal, of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any evaluation 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 report shall include the strengths as well as the weaknesses of the teacher, and specific suggestions for improvement will be included where weaknesses are mentioned.
 5. Prior to the annual evaluation and recommendation by the Principal to the Superintendent every teacher shall be evaluated as provided in Code 9 (N.J.A.C.).
- B.
1. Each evaluation shall be presented to the teacher by the evaluator.
 2. The teacher shall be given the opportunity to comment, in writing, upon the completed evaluation form prior to the form being filed in the central office.
- C.
1. The personnel file shall contain observations and evaluations. All determinations as to the 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 and receives a copy of the same. The teacher shall sign to indicate receipt.

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 and receive a copy of the contents thereof.

**ARTICLE V
TEACHER 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
 1. All teachers shall be entitled to the following temporary leaves of absence with full pay each school year; these leaves to be non-cumulative and are to be granted in a consistent and impartial manner to all:
 - (a) One (1) personal day will be granted without reason or approval plus an unlimited number of personal days may be granted with approval for a given reason.
 - (b) 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 Superintendent.
 2. A written notification to be signed by the teacher is to be made at least two (2) school days in advance, or when request is of an emergency nature, as soon as possible after the need for the leave is known by the teacher. Temporary leaves of absence on the day preceding or the day following a school holiday or vacation will not be granted unless of an emergency nature made known to the employee's immediate superior. Temporary leave may be granted on a Monday or Friday for a specific reason.
 3. A committee consisting of an equal number of Association and Superintendent appointees will be established to review the use of temporary leave days. The committee's objective will be to recommend ways to achieve the highest possible level of teacher attendance.
- C. Maternity Leave - Requests for maternity leave will be governed by applicable statutes.
- D. Leave of Absence for Adoption - Any teacher under tenure planning to adopt an infant shall inform the Board of such intent at the earliest possible time and such leave shall commence upon said teacher receiving custody of the child.
- E. Other Leaves of Absence - Other leaves of absence without pay may be granted at the discretion of the Board of Education.
- F. Sabbatical Leave
 1. A sabbatical leave is an extended absence from a teaching position for education or research purposes which is educationally beneficial to both the school system and to the teacher.
 2. A sabbatical leave is available only to a teacher who has completed at least seven (7) years of employment by the Chester Township Board of Education.

3. The amount to be paid for a full year's sabbatical leave is one-half ($\frac{1}{2}$) of the teacher's salary in the school year immediately preceding the sabbatical leave if the sabbatical leave is for a full school year or the teacher's full salary in the school year immediately preceding the sabbatical leave if the sabbatical leave is for one-half ($\frac{1}{2}$) of a school year.
 4. Salary while on sabbatical leave shall be paid on regular paydays
 5. In order to qualify for payment as specified in subsection four (4) above the applicant must submit a proposal prior to February 1st preceding the school year of the intended sabbatical leave, which is acceptable to the Superintendent and approved by the Board. The Board will notify the individual of its action by March 1st preceding the school year of the intended sabbatical year. Periodic reports concerning the teacher's progress while on sabbatical leave will be furnished as requested by the Board.
 6. Upon the teacher's return a full report may be requested by the Board.
 7. The teacher's salary upon return from sabbatical leave shall be based on one step higher on the salary guide than the step he was on prior to the leave if the leave was for one-half ($\frac{1}{2}$) of a school year or longer; otherwise, it shall be based on the same step as the one he was on prior to the leave.
 8. Teachers remaining in the employ of the Board for less than two (2) full years after returning from a sabbatical leave shall repay all or a prorata portion of the salary received while on sabbatical based on the months of service to the Board after the sabbatical leave.
 9. The Board may grant a maximum of one sabbatical leave per school year.
- G. The Board shall grant two (2) days of absence each year, with pay, for use by the President of the Association.
- H. Jury duty leave shall be granted to any teacher who is required to serve. The teacher shall be paid the difference between the jury duty stipend and the teacher's daily ($\frac{1}{200}$) rate.

**ARTICLE VI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. For a teacher hired on or after October 25, 1999, registration in a Master's Degree program, approved by the Superintendent, is required by the end of his/her second year of employment. Attainment of an approved Master's Degree is required within seven (7) years.
- B. The Board will make available tuition money up to and equal to 34 credits, which are successfully completed with a "B" or equivalent, up to the rate charged by Rutgers University for the attainment of the Master's Degree.
- C. For teachers enrolled in the Master's Degree Program, the salary guide will be amended in the following manner: BA+30 will be eliminated from the salary guide. This salary guide will be reviewed and agreed upon by the Board and the CEA.
- D. In the event of a catastrophic circumstance, the Superintendent will recommend to the Board, on a case-by-case basis, a review of the seven-year provision as stated above. The catastrophic circumstances that would be considered for review would include any illness or accident of the employee, spouse or their children.

- E. Current non-tenured teachers will be offered the “New Hire” provisions set forth above. Enrolling in the program will be voluntary for non-tenured teachers hired before October 25, 1999. If the non-tenured teacher elects to accept the above “New Hire” provision, the same terms and conditions will apply as stated in the “New Hire” provision. Once a non-tenured teacher elects to accept the New Hire Provision, the teacher may not opt out.
- F. For tenured teachers and non-tenured teachers who do not elect to participate in the Master’s Degree Program, the following will apply:
 - 1. The Board will give assistance in the payment of tuition fees for courses successfully completed with a grade of “B” or the equivalent and approved by the Superintendent prior to enrollment. Upgraded courses or programs may also be approved for tuition reimbursement by the Superintendent.
 - 2. The Superintendent may also authorize tuition reimbursement and horizontal advancement for undergraduate courses. Denial of tuition reimbursement and horizontal advancement for undergraduate courses shall not be grievable.
 - 3. The Board of Education to pay the registration fee, and any tuition, transportation and basic textbook 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. The basic textbook will be placed in the teacher reference library after the sessions are completed.
 - 4. Tuition reimbursement shall be limited to a maximum of one thousand four hundred and eighty-six dollars (\$1,486) per year per teacher. The Board’s total expenditure shall not exceed eleven thousand eight hundred eighty-eight (\$11,888) dollars per school year for all teachers. The tuition reimbursement fund shall be administered on a first-come, first-served basis.
 - 5. Credits which may be applied to horizontal advancement will also be offered for Board approved local in-service courses. Enrollment in locally sponsored in-service courses shall be voluntary.

**ARTICLE VII
TEACHER-ADMINISTRATION LIAISON**

A committee composed of the President of the Association or his designee and four (4) members designated by the Association together with the Superintendent or his/her designee 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.

An additional purpose of this liaison team shall be to recommend, do research, implement and evaluate various aspects of the educational program. Particular emphasis shall be placed upon curriculum improvements, teaching techniques and in-service training, as well as staff development. Rules and regulations designed to implement the above will be developed by the team at its initial meetings.

**ARTICLE VIII
TEACHER RIGHTS**

- A. The Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the organization and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection. The Board further agrees that it shall not discriminate against any teacher with respect to hours, wages, or any terms and

conditions of employment by reason of their membership in the Association and its affiliates, collective negotiations with Board, or their institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- B. No teacher shall be disciplined or reprimanded 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.
- C. No teacher shall be prevented from wearing Association pins or other identification of membership in the Association or its affiliates.

SCHEDULE A - TEACHERS

<u>Years of</u>		<u>2004-2005</u>					
<u>Service</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>M</u>	37,870	39,270	42,630	43,425	44,120	47,270
<u>2</u>	<u>L</u>	38,170	39,570	42,930	43,725	44,420	47,570
<u>3</u>	<u>K</u>	38,470	39,870	43,230	44,025	44,720	47,870
<u>4</u>	<u>J</u>	38,770	40,170	43,530	44,325	45,020	48,170
<u>5</u>	<u>I</u>	39,870	41,270	44,630	45,425	46,120	49,270
<u>6</u>	<u>H</u>	41,370	42,770	46,130	46,925	47,620	50,770
<u>7</u>	<u>G</u>	42,870	44,270	47,630	48,425	49,120	52,270
<u>8</u>	<u>F</u>	45,090	46,490	49,850	50,645	51,340	54,490
<u>9</u>	<u>E</u>	48,090	49,490	52,850	53,645	54,340	57,490
<u>10</u>	<u>D</u>	51,390	52,790	56,150	56,945	57,640	60,790
<u>11</u>	<u>C</u>	54,890	56,290	59,650	60,445	61,140	64,290
<u>12</u>	<u>B</u>	58,890	60,290	63,650	64,445	65,140	68,290
<u>13</u>	<u>A</u>	63,190	64,590	67,950	68,745	69,440	72,590
<u>14</u>	<u>A1</u>	68,290	69,690	73,050	73,845	74,540	77,690
<u>Tenure:</u>		\$300.00					
<u>Longevity</u>							
<u>16-20 yrs.</u>	<u>L</u>	\$300.00					
<u>21-25 yrs.</u>	<u>LL</u>	\$300.00					
<u>26-30 yrs.</u>	<u>LLL</u>	\$300.00					
<u>31-35 yrs.</u>	<u>LLLL</u>	\$300.00					

<u>Years of</u>		<u>2005-2006</u>					
<u>Service</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>M</u>	38,612	40,012	43,372	44,167	44,862	48,012
<u>2</u>	<u>L</u>	38,912	40,312	43,672	44,467	45,162	48,312
<u>3</u>	<u>K</u>	39,212	40,612	43,972	44,767	45,462	48,612
<u>4</u>	<u>J</u>	39,512	40,912	44,272	45,067	45,762	48,912
<u>5</u>	<u>I</u>	40,412	41,812	45,172	45,967	46,662	49,812
<u>6</u>	<u>H</u>	41,912	43,312	46,672	47,467	48,162	51,312
<u>7</u>	<u>G</u>	43,712	45,112	48,472	49,267	49,962	53,112
<u>8</u>	<u>F</u>	45,612	47,012	50,372	51,167	51,862	55,012
<u>9</u>	<u>E</u>	48,592	49,992	53,352	54,147	54,842	57,992
<u>10</u>	<u>D</u>	51,892	53,292	56,652	57,447	58,142	61,292
<u>11</u>	<u>C</u>	55,492	56,892	60,252	61,047	61,742	64,892
<u>12</u>	<u>B</u>	59,592	60,992	64,352	65,147	65,842	68,992
<u>13</u>	<u>A</u>	64,192	65,592	68,952	69,747	70,442	73,592
<u>14</u>	<u>A1</u>	69,492	70,892	74,252	75,047	75,742	78,892
<u>Tenure:</u>		\$300.00					
<u>Longevity</u>							
<u>16-20 yrs.</u>	<u>L</u>	\$300.00					
<u>21-25 yrs.</u>	<u>LL</u>	\$300.00					
<u>26-30 yrs.</u>	<u>LLL</u>	\$300.00					
<u>31-35 yrs.</u>	<u>LLLL</u>	\$300.00					

<u>Years of</u>		<u>2006-2007</u>					
<u>Service</u>	<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
<u>1</u>	<u>M</u>	39,914	41,314	44,674	45,469	46,164	49,314
<u>2</u>	<u>L</u>	40,214	41,614	44,974	45,769	46,464	49,614
<u>3</u>	<u>K</u>	40,514	41,914	45,274	46,069	46,764	49,914
<u>4</u>	<u>J</u>	40,814	42,214	45,574	46,369	47,064	50,214
<u>5</u>	<u>I</u>	41,714	43,114	46,474	47,269	47,964	51,114
<u>6</u>	<u>H</u>	42,714	44,114	47,474	48,269	48,964	52,114
<u>7</u>	<u>G</u>	44,114	45,514	48,874	49,669	50,364	53,514
<u>8</u>	<u>F</u>	45,994	47,394	50,754	51,549	52,244	55,394
<u>9</u>	<u>E</u>	48,494	49,894	53,254	54,049	54,744	57,894
<u>10</u>	<u>D</u>	51,894	53,294	56,654	57,449	58,144	61,294
<u>11</u>	<u>C</u>	55,694	57,094	60,454	61,249	61,944	65,094
<u>12</u>	<u>B</u>	60,194	61,594	64,954	65,749	66,444	69,594
<u>13</u>	<u>A</u>	65,194	66,594	69,954	70,749	71,444	74,594
<u>14</u>	<u>A1</u>	70,694	72,094	75,454	76,249	76,944	80,094
Tenure:		\$300.00					
Longevity							
16-20 yrs.	<u>L</u>	\$300.00					
21-25 yrs.	<u>LL</u>	\$300.00					
26-30 yrs.	<u>LLL</u>	\$300.00					
31-35 yrs.	<u>LLLL</u>	\$300.00					

**Schedule "B" Teachers
July 1, 2004 – June 30, 2007**

Activity	04-05	05-06	06-07
Athletic Director (per year)	\$2,607.50	\$2,719.62	\$2,836.57
Coaching (season)	\$2,199.63	\$2,294.22	\$2,392.87
Club Advisor (per year)	\$1,319.26	\$1,375.99	\$1,435.16
Chaperones/Supervisor Sporting (event)	\$58.51	\$61.03	\$63.65
Eighth Grade Trip Chaperone (per night)	\$193.48	\$201.80	\$210.47
Eighth Grade Trip Coordinator	\$156.45	\$163.18	\$170.19
Eighth Grade Dance Coordinator	\$659.63	\$688.00	\$717.58
Home Instruction (hourly)	\$26.53	\$27.67	\$28.86
In-Service Payment (After 195 days/ per hour)	\$18.77	\$19.58	\$20.42
Playground Duty	\$17.69	\$18.45	\$19.24
Missed Prep	\$19.90	\$20.76	\$21.65
NJEA Convention Supplies	\$11.06	\$11.53	\$12.03
Professional Work (hourly) ***	\$41.23	\$43.00	\$44.85
Science Fair Coordinator	\$561.22	\$585.35	\$610.52

In September of each school year, the Superintendent will provide the President of the Association with a list of all clubs. If new clubs are established during the school year, the list shall be updated and the Association President shall be provided with a copy.

*** Includes, but is not limited to:
Curriculum writing
Intramurals
Klasses for Kids instructor
Summer school teaching

SECTION C - APPLICABLE TO SECRETARIES ONLY

SECTION C - APPLICABLE TO SECRETARIES ONLY

ARTICLE I SECRETARIAL WORK YEAR

- A. The twelve-month school secretaries' work year will be July 1 to June 30.
- B. Ten-month school secretaries will work from September 1 to June 30. The work days during this period will be the same as the work days for twelve-month school secretaries.

ARTICLE II SECRETARIAL WORKING HOURS

- A. All full-time school secretaries shall work a seven and one-half (7-1/2) hour day excluding lunch, hours to be determined by Board Policy and school schedules.
- B. Summer hours shall be in effect from July 1st until on/about August 23rd. All secretaries will work full hours in the last week in August. Summer hours will be determined by the Superintendent and will be no more than a maximum of seven (7) hours per day.
- C. Unused lunch time caused by business emergencies or other needs shall be accumulated and compensatory time off shall be awarded at any time within the next week by arrangement with the supervisor. Accumulated time shall not exceed one (1) hour.
- D. All secretaries shall receive a 15-minute break to be scheduled by the Principal and the break shall not abut the sign-in, sign-out, or lunchtime.

ARTICLE III SECRETARIAL JOB PERFORMANCE REVIEW

- A. The Board of Education requires that an annual performance review for each full-time secretarial employee be conducted on or about March 1, each year.
- B. The purpose of the review is to provide full opportunity for the employee and supervisor to discuss the job, recommendations for improvement, and recognition of achievement in the last 12-month period. The review will also serve to assist the Superintendent in making salary recommendations to the Board of Education.

ARTICLE IV SECRETARIAL HOLIDAYS AND VACATIONS

- A. School Holidays & School Closings
 1. When schools are closed for one-day holidays, such as President's Day, secretaries will also have a holiday that day. Secretaries will have a total of fifteen (15) paid holidays per year (12 months).
 2. When schools are closed for more than one day (such as Christmas or Easter), the Superintendent will determine the allocation of work assignment and personnel needs among the total staff.
 3. Inclement weather: If school is closed, the Superintendent will advise the staff whether to come to work based on:

- (a) Safety of the employee and individual conditions.
- (b) Existing workload and need (such days when employee does not work will not be counted against sick or personal leave).

B. Vacations

1. School secretaries shall have vacations according to the following schedule, normally during the summer months and with the approval of the administrator:

12 months of employment or less:	½ day per full month of employment with a maximum of five (5) days.
1-5 full year(s) of employment:	10 days
6- 10 full years of employment:	15 days
11 or more years:	20 days

- 2. Vacation eligibility shall occur on July 1 of each school year and shall be earned in the preceding school year in accordance with the above schedule. The full year shall be interpreted as having been employed for at least nine (9) full continuous months during the period July 1 - June 30 of given year.
- 3. With the approval of the Superintendent, a maximum of five (5) vacation days may be carried over to the next school year. (Though vacations are normally taken during the summer months, they may be taken at other times with the approval of the immediate supervisor and the Superintendent.)

**ARTICLE V
SECRETARIAL LEAVES OF ABSENCES**

A. Sick Leave - Full-time twelve-month secretaries shall be entitled to twelve (12) days sick leave per calendar year. Ten (10) month secretaries shall be entitled to ten (10) days sick leave per calendar year.

B. Secretaries retiring and eligible for a pension in accordance with the provisions of the Public Employees Retirement System and the estates of employees who die while employed by the Board shall receive severance pay at the rate of thirty dollars (\$30) per day for each unused sick leave day accumulated to a maximum of one hundred fifty (150) days of accumulated sick days.

- 1. The secretary shall notify the Board of her intention to retire one (1) year prior to the effective date of retirement whenever possible.
- 2. The severance pay to which a secretary is entitled under the provisions of this section shall be paid in a lump sum payment within thirty (30) calendar days of retirement.

C. Temporary Leaves of Absence

- 1. All secretaries shall be entitled to the following temporary leaves of absence with full pay each school year; these leaves to be non-cumulative and are to be granted in a consistent and impartial manner to all:
 - (a) One (1) personal day will be granted without reason or approval plus an unlimited number of personal days shall be granted with approval for a given reason.
- 2. A written notification to be signed by the employee is to be made at least two (2) school days in advance, or when request is of an emergency nature, as soon as possible after the need for the leave is known by the employee.

3. Temporary leaves of absence on the day preceding or the day following a school holiday or vacation will not be granted unless of an emergency nature made known to the employee's immediate superior. Temporary leave may be granted on a Monday or Friday for a specific reason.
- D. **Unpaid Personal Leave**
The employee has the option to take unpaid personal leave, but the salary for that time will be deducted from the paycheck. In any request for personal leave, whether paid or unpaid, at least twenty-four (24) hours notice shall be given the administrator by the employee whenever possible.

**ARTICLE VI
SECRETARIAL TENURE AND LAYOFF**

- A. Secretaries in school districts attain tenure under provisions of State Law Title 18A: 17-2.
- B. Tenured secretaries shall be laid off in seniority order on a last in first out basis. Tenured secretaries who have been laid off shall be on a recall list. If recalled, the recall will be in the reverse order of the layoff.

**ARTICLE VII
DISCIPLINE**

- A. The Board shall have the right to take disciplinary action, however, no secretary shall be disciplined without just cause.
- B. Whenever disciplinary actions are imposed, the discipline shall be progressive in nature. It shall not be discriminatory for two or more employees on the same or separate occasions to be given different penalties based upon prior record and length of service.

**ARTICLE VIII
SECRETARIAL SALARIES & OTHER PAYMENTS**

- A. School secretaries shall be eligible for the same insurance benefits as the district's teacher Board-paid insurance benefits for secretaries shall be provided under the same terms and conditions as those benefits are provided to the district's teachers.
- B. Secretaries employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments; those employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- C. Part-time secretaries will be pro-rated on the salary guide effective July 1, 1996.
- D. Salary Guide - Secretaries shall receive salary increases of 4.3% of their base salary (excluding longevity) during each year of this contract.

Secretary			
Step	04-05	05-06	06-07
1	\$32,350	\$33,741	\$35,192
2	\$33,643	\$35,090	\$36,599
3	\$34,921	\$36,422	\$37,988
4	\$36,826	\$38,410	\$40,061
5	\$38,733	\$40,398	\$42,135
6	\$40,638	\$42,386	\$44,208
7	\$42,543	\$44,372	\$46,280
8	\$44,450	\$46,361	\$48,354
9	\$46,357	\$48,351	\$50,430

(n.b. There will be no annual increase of step during this contract.)

<u>Longevity</u>	<u>Step</u>	<u>Before 1995</u>	<u>Cumulative</u>
<u>3 Years</u>	<u>1</u>	<u>\$675.00</u>	
<u>6 Years</u>	<u>2</u>	<u>\$725.00</u>	<u>\$1,400.00</u>
<u>9 Years</u>	<u>3</u>	<u>\$800.00</u>	<u>\$2,200.00</u>
<u>12 years</u>	<u>4</u>	<u>\$900.00</u>	<u>\$3,100.00</u>
<u>15 Years</u>	<u>5</u>	<u>\$1,025.00</u>	<u>\$4,125.00</u>

Step 5 shall be the maximum amount payable for longevity with the exception of those secretaries who were paid a higher amount on or before June 30, 1995. Advancement on the longevity steps will occur on July 1st following completion of the required number of years of service. Secretaries employed on or after July 1, 1995 will be paid on the following longevity scale:

<u>Longevity</u>	<u>After 1995</u>	
<u>5 years</u>	<u>\$300.00</u>	
<u>10 years</u>	<u>\$300.00</u>	<u>\$600.00</u>
<u>15 years</u>	<u>\$300.00</u>	<u>\$900.00</u>
<u>20 years</u>	<u>\$300.00</u>	<u>\$1,200.00</u>

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement at Chester, New Jersey on this _____ day of _____, 2004.

THE BOARD OF EDUCATION OF THE
CHESTER SCHOOL DISTRICT

By _____

President of the Board

ATTEST:

Board Secretary

THE CHESTER EDUCATION ASSOCIATION

By _____

President, CEA

ATTEST:

Witness

SCHEDULE C - GRIEVANCE FORM

Grievant and/or name of grievants: _____

Building _____ Position _____

Date Filed _____ Time Filed _____

STEP I – LEVEL TWO

A. Date cause of grievance occurred: _____

1. Specific statement and description of grievance including sections of Contract violated:

2. Relief sought: _____

SIGNATURE

DATE

B. Disposition by Superintendent: _____

C. Position of Grievant and/or Association: _____

SIGNATURE

DATE

STEP II – LEVEL 3

A. Date submitted to Board of Education: _____

B. Disposition of Board of Education: _____

SIGNATURE

DATE

STEP IV

A. Date submitted to arbitrator: _____

C. Disposition and award of Arbitrator: _____

SIGNATURE

DATE