

November 6, 2002

AGREEMENT

Between the

MOUNT LAUREL TOWNSHIP SCHOOLS BOARD OF EDUCATION

and the

MOUNT LAUREL SUPERVISORS' ASSOCIATION

July 1, 2002 through June 30, 2005

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ARTICLE 1
RECOGNITION

The Mount Laurel Board of Education hereby recognizes the Mount Laurel Supervisors' Association (MLSA) as the representative for negotiations concerning terms and conditions of employment for twelve-month supervisors and are covered within the scope of the New Jersey Employer-Employee Relations Act, and the rules and regulations of the Public Employment Relations Commission.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The Mount Laurel Board of Education agrees to negotiate terms and conditions of employment with the Mount Laurel Township Supervisor's Association.
- B. The Mount Laurel Supervisors' Association and the Board recognize that a majority of the Board and Supervisors' Association must ratify all agreements reached.
- C. Negotiations will commence no earlier than October 15 and no later than February 1 of the final year of the existing contract.
- D. Any item of this Agreement may be modified or renegotiated if mutually agreed upon by both parties. Any agreed upon modification shall be in writing, duly executed by the parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean a complaint alleging a specific section of the agreement as to a violation, misinterpretation, or inequitable application of the provisions of the agreement or that a member(s) has been treated unfairly or inequitably by reasons of any act or practice affecting the term and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or group of persons making the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level solutions to the problems which may arise affecting Supervisors.

C. Procedure

1. Filing a Grievance

A MLSA member with a complaint shall meet with the Assistant Superintendent with the objective of resolving the matter informally. This meeting must take place within fifteen (15) employee work days of the alleged complaint.

If a solution cannot be agreed upon, the Supervisor may then resubmit his/her grievance, in writing, specifying details at Level One within five (5) employee work days of the informal meeting with the Assistant Superintendent.

2. Level One--Assistant Superintendent

After having received the grievance in writing, the Assistant Superintendent shall attempt to resolve the matter as quickly as possible within a period not to exceed ten (10) employee work days. The Assistant Superintendent shall communicate his/her decision in writing to the grievant.

3. Level Two--Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may submit the grievance to the Superintendent within ten (10) employee work days after receiving the decision from Level One. After having received the grievance in writing, the Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) employee work days. The Superintendent shall communicate his decision in writing to the grievant.

4. Level Three--Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may submit the grievance to the Board of Education within ten (10) employee work days after receiving the decision from Level Two. The Board shall meet with the grievant and the Superintendent. The Board shall send a written decision on the disposition of the grievance to the grievant and to the Superintendent within thirty (30) days.

- D. 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. If an employee is to be accompanied or represented by a third party, the employee shall notify the person with whom he is to meet, at least one day in advance. When an employee is not represented by the Association, the Association shall have the right to be present at all meetings after the grievance has been filed in writing at Level II or Level III.
2. No reprisals of any kind shall be taken by the Board; or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

If, in judgment of the Association, a grievance affects a group or class of employees, the Association may submit in the name of the aggrieved person or persons such grievance in writing to the Superintendent directly and process such grievance through all levels of the grievance procedure even though the aggrieved persons do not wish to do so. Copies of the grievance shall be submitted to the principal parties affected.

2. Written Decisions

After a grievance has been submitted in writing at Level I, all decisions rendered at Levels I, II and III of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, servicing notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

6. Following Directives

All supervisors, including the grievant, shall be required to continue to follow all directives of the Superintendent or his representatives regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE 4
PROFESSIONAL IMPROVEMENT AND DEVELOPMENT

A. Memberships/Professional Expenses

An amount not to exceed \$2,800 annually will be allowed each MLSA member covered in this agreement for 2002-2003 for expenses incurred for the purpose of attending relevant professional meetings, workshops, and conventions. This amount shall be \$2,900 effective July 1, 2003 and \$3,000 effective July 1, 2004. In addition, upon prior approval of the Superintendent, such monies also may be used for professional membership dues, professional improvement courses, tuition reimbursement, and professional materials.

B. Meetings

1. Requests

All requests to attend local, state and/or national meetings must be submitted to the Superintendent for his approval.

2. Procedures

- a. All requests to attend professional meetings must include date, location and approximate cost.
- b. All requests must be made at least one (1) full week in advance.
- c. A written summary of meetings which exceed one day will be submitted to the Superintendent.
- d. A verbal summary of the meeting will be made to the Board of Education upon request.

3. Payments

It is understood that all payments are subject to final approval by the Board.

ARTICLE 5
TRAVEL

A. Mileage Reimbursement

MLSA members required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the prevailing IRS rate for mileage.

B. Automobile Insurance

Whenever a member's vehicle is damaged in a collision or accident that occurs in the course of the use of the vehicle for approved school purposes, the district shall reimburse the member only the deductible portion of the employee's auto insurance coverage, up to a maximum of \$500. Members who use their cars for school business must have their vehicles insured in the amount statutorily required by the State of New Jersey.

C. Designated Parking Space

A designated parking space shall be provided at each school for a supervisor.

ARTICLE 6
SICK LEAVE

A. All twelve month MLSA members shall receive twelve (12) sick days annually. All such sick leave not utilized in any one year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Payment for Accumulated Unused Sick Leave shall be made in accordance with the following conditions:

1. Any MLSA member who retires according to the provisions of the Teacher Pension and Annuity Fund of New Jersey and actually receive a pension (as opposed to "deferring" benefits).
2. Payment shall be based upon the rates and maximums set forth in the Agreement between the Board and the Administrators' Association.

- C. The Board agrees to convert unused personal days to accumulated sick days at the end of the school year.

ARTICLE 7
PERSONAL LEAVE, PROFESSIONAL LEAVE AND VACATION

- A. Personal

All members shall receive three (3) days per year with full pay for personal, legal, household or family matters that cannot be handled at other than school time. Application to the MLSA member's immediate supervisor shall be made at least three (3) days prior to such leave except in cases of emergency.

- B. Death/Bereavement

Up to five (5) days at any one time in the event of death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. Members shall be granted up to one (1) day in the event of death of a member's friend or relative outside the member's immediate family as defined above.

- C. Marriage and Honeymoon

Up to five (5) consecutive work days - e.g., one, two, or three days of personal leave; three days of personal leave and one day without pay; or three days of personal leave and two days without pay. Vacation days may be substituted for personal days or days without pay.

- D. Disability Due to Pregnancy

1. Leaves for disability due to pregnancy shall be covered as any other sickness or illness under sick leave.
2. The Board reserves the right to remove any MLSA member from her position or to insist that the member accept a leave of absence therefrom if, after pregnancy is confirmed, her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue in her duties. Such physical capacity shall be deemed so impaired if any of the following occurs:
 - a. The pregnant member, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

- b. The pregnant member's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or
 - c. If, after a difference of medical opinion by the member's physician and the Board's physician, a third physician designated by mutual agreement by the member and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certifies that, in his opinion, the member is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, his fee shall be shared equally by the Board and the member involved.
3. In the event that a member's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said member may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the member in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with effective administration of the educational program to which the member in question was assigned and seeks to be reinstated.
 4. The Board may require, as a condition of the member's return to service, a certificate from a physician certifying that a member is medically able to resume her duties.

E. Child Rearing

1. Any member seeking a leave of absence for reasons associated with child rearing shall file a written request for such leave with the Superintendent at least forty-five (45) days in advance of the date on which said leave is to commence.
2. A leave of absence for child rearing for a tenured member shall not exceed a total of twenty-four months (24) with return occurring on July 1.
3. Such leave for a non-tenured member shall not extend beyond the end of the current school year in which the leave is to commence.
4. After the grant of the leave to any member pursuant to the provisions of Part E. of this Article, the Board will give reasonable consideration to requests from the member for either the extension or reduction of the period of leave so granted, provided that the member requesting same makes written application for such adjustments to the Superintendent. All requests for an

extension or reduction of a child-rearing leave of absence must be submitted by April 1.

5. No member, however, shall be eligible for a successive child-rearing leave unless he/she has worked a minimum of one full school year between child-rearing leaves.

F. Military

Military leave without pay shall be granted to a Supervisor who is inducted or enlists in any branch of the armed forces of the United States during a time of national conscription for a period of said induction or initial enlistment.

G. Increment Eligibility

In order to be eligible to advance to the next salary guide step, members must have worked a minimum of 100 days.

H. Vacation

Vacation is governed by Board Policy 3433.

ARTICLE 8
HOSPITAL/MEDICAL AND DENTAL INSURANCE

- A. Supervisors members are covered by all aspects of the Agreement between the Board and the MLEA except that Article 18, A. 3. does not apply to supervisors. Supervisors shall be entitled to full Board-paid health/hospitalization insurance, prescription insurance and dental insurance upon initial employment (except for any waiting period imposed by the carrier).

ARTICLE 9
HOLIDAYS

The MLSA members shall observe the schedule of school holidays set forth in the student calendar approved by the Board.

ARTICLE 10
CONTINUING BENEFITS

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applies so as to eliminate, reduce or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

ARTICLE 11
SALARIES

Individuals covered in this Agreement shall be compensated in accordance with attached Schedule A.

ARTICLE 12
MODIFICATION

This Agreement shall not be modified in whole or in part except by a duly executed agreement of both the parties.

ARTICLE 13
SEPARABILITY

If any provision of this Agreement is found to be contrary to law or regulation, only that provision shall be null and void, and all other provisions shall continue in full force and effect.

ARTICLE 14
SNOW DAYS

Members may be required to report to work on Class 2 Snow Days. Class 1 Snow Days-- The school district is closed for all professional staff and students. Class 2 Snow Days-- The school district is closed for teachers and students only. The Superintendent will make the determination of the snow day classification.

ARTICLE 16
COMPLAINT PROCEDURE

Complaints regarding a supervisor made by any member of the Board, Superintendent, teacher, parent, student, or other person shall be brought to the attention of the supervisor by the Superintendent or Assistant Superintendent in private. The complaint shall contain the name of the complainant, the statement of the complaint, and be accompanied by a copy of the complaint, if it is in writing. The supervisor shall be permitted to respond in writing to any complaint which is to remain on file. The supervisor's response must be received within ten (10) days of the time when the supervisor was informed of the complaint.

Article 16
DISABILITY INSURANCE

The Board will contribute a maximum of \$200 per supervisor annually to a disability plan.

ARTICLE 17
DURATION

- A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect through June 30, 2005.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

MOUNT LAUREL TOWNSHIP
BOARD OF EDUCATION

MOUNT LAUREL
SUPERVISORS' ASSOCIATION

President

Representative

Board Secretary

Representative

Date: _____

Date: _____

SCHEDULE A
SALARIES
2002-2005

1. ENTRY LEVELS

These are the minimum entry level salaries each year:

2002-2003	\$75,000
2003-2004	\$76,500
2004-2005	\$78,000

2. BASE SALARIES

SUPERVISOR	2002-2003	2003-2004	2004-2005
ANDRONICI	\$81,522	\$87,161	\$93,167
FLYNN	\$87,632	\$91,944	\$96,584
KNIGHT	\$90,837	\$95,149	\$99,789
ROUSE	\$90,452	\$94,764	\$99,404

3. LONGEVITY

In addition to the monies set forth in 1. and/or 2. above, there shall be a longevity stipend. Longevity is defined as continuous service in the District. Approved leaves do not break service; approved unpaid leaves do not count toward the time required for longevity; and, approved paid leave leaves do count toward the time required for longevity. Payment begins at the start of the indicated year of service.

EXPERIENCE IN MOUNT LAUREL	LONGEVITY STIPEND
10	\$700
15	\$1,500
20	\$1,750
25	\$2,000