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A G R E E M E N T

Between

THE MULLICA TOWNSHIP
EDUCATION ASSOCIATION

And

LIBRARY
Institute of Management and
Labor Relations

JUL 29 1975

RUTGERS UNIVERSITY

THE MULLICA TOWNSHIP
BOARD OF EDUCATION

Atlantic County

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For the Period

July 1, 1975 to June 30, 1977

MULLICA TOWNSHIP EDUCATION ASSOCIATION.

OFFICERS

President: Dorothy M. Petrecca
Vice President: Anthony J. Mangiello
Treasurer: Johanna Johnson
Secretary: Marie Scott

MULLICA TOWNSHIP BOARD OF EDUCATION

OFFICERS

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Vice President: Robert Hagaman

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Richard Rabush
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SUPERINTENDENT OF SCHOOLS

Martin Ney

SECRETARY TO THE BOARD OF EDUCATION

Carol Bubeck

PREAMBLE

This Agreement entered into this 9th day of June, 1975, by and between the Board of Education of Mullica Township, in the County of Atlantic, Elwood, New Jersey, hereinafter called the "Board," and the Mullica Township Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. The Mullica Township Board of Education recognizes the Mullica Township Education Association as the majority representative for professional negotiations concerning terms and conditions of employment for all certified employees of the Mullica Township School District -- excluding: administrative; supervisory; per diem; temporary; federally funded; and non-professional employees.

B. Unless otherwise indicated, the term "teacher", when used in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations pursuant to Chapter 303, Public Laws 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 October 15th of 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 and the Association.

B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counterproposals. This Agreement incorporates the entire understanding of the parties on all matters which were or could have

been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, except as required by Chapter 303, Public Laws 1968.

C. The negotiating representative 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 and/or their chosen representative (s).
2. The negotiating representatives 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 and/or their chosen representative (s).

D. This Agreement shall not be modified in whole or in part by either party, except by an instrument in writing -- duly executed by both parties.

E. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals and make counterproposals 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 publicity accorded the negotiations shall 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.

F. It is agreed that neither party shall add any consultant to their negotiating team or bring to the meetings the consultant without giving the other party twenty-four (24) hours prior notice. This notice shall include the name, position, and reason for the consultant.

G. The Board of Education and the Association shall each appoint a secretary of their choosing for the purpose of taking minutes at all negotiations sessions. Both parties shall compare minutes at the termination of each session, and the official representative of said parties shall initial all areas which are found to be in agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is an appeal by a teacher or group of teachers based upon the interpretation, application, or violation of this Agreement, affecting a teacher or group of teachers.
2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers within thirty (30) calendar days of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which from time to time may arise, affecting teachers. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedures

1. A teacher or group of teachers having a grievance shall first present the grievance verbally to his or her Principal. If the Principal's verbal response is not satisfactory to the aggrieved, then the aggrieved shall re-submit the grievance in writing to the Principal within five (5) calendar days.
2. The school Principal shall within ten (10) calendar days reach a conclusion in writing. Should the Principal be without authority to reach a conclusion, or should the aggrieved desire to appeal the decision of the Principal, he or she may do so within ten (10) calendar days by forwarding the same to the Superintendent of Schools. This appeal must be in writing, must set forth the grounds upon which the grievance rests, and request a conference within five (5) calendar days.
3. The Superintendent shall attempt to resolve the grievance as quickly as possible and shall within fifteen (15) calendar days after the presentation of the matter to him, notify all parties of his decision in writing.
4. Should the aggrieved or the Board be dissatisfied with the decision of the Superintendent, a further appeal may be had by either party to the Association-Board Relations Committee in writing. This appeal must be taken within twenty (20) calendar days of the decision of the Superintendent.
5. Should the Association-Board Relations Committee fail to reach a decision, or should the aggrieved or the Board of Education be dissatisfied with the decision, the matter shall be referred to the Board of Education in next regular meeting for determination.

6. The Board of Education shall reach a decision within forty (40) calendar days of the same being referred to it and shall notify all persons of the decision in writing.
7. If the decision of the Board of Education does not resolve the grievance to the satisfaction of the aggrieved, then the matter shall be referred to advisory arbitration. The recommendations of the arbitrator shall be advisory and non-binding on all parties.
8. Further appeals from the decision of the Board of Education may be had as prescribed by law.

D. Right of Teachers To Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative mutually selected and approved by the Association and the aggrieved.
2. When the aggrieved is not represented by the Association in the processing of a grievance, the Association may be notified that the grievance is in process (by the aggrieved) at the time of the submission of the grievance in writing.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

E. Miscellaneous Provisions

1. All grievances shall be initiated at the lowest appropriate level.
2. All documents, communications, and records during 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.
3. Forms for filing grievancês shall be prepared jointly by the Superintendent and Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately.
5. If any grievance reached advisory arbitration all costs and expenses for the procurement and retainment of an advisory arbitrator shall be borne equally by both the Board and Association. Any other expenses shall be paid by the party incurring same.
6. The procurement of an advisory arbitrator shall be through the New Jersey Public Employees Relations Committee (PERC), and such arbitrator shall be mutually acceptable to both the aggrieved and Board of Education.

ARTICLE IV

ASSOCIATION-BOARD RELATIONS COMMITTEE

- A. There shall be established a Teacher-Board Relations Committee, composed of four (4) members to be designated by the Association, four (4) members of the Board to be appointed by the President of the Board; and the Superintendent of Schools.
- B. The Superintendent shall act as Chairman of this committee, and shall convene the committee in meeting on ten (10) days notice to all members as follows:
1. At the written request of a majority of the members of the Association, or
 2. At the written request of a majority of the members of the Board, or
 3. At the discretion of the Superintendent.
- C. The duties of the Teacher-Board Relations Committee shall be:
1. Discuss all problems presented to it under this Agreement and attempt to arrive at a solution.
 2. Present its conclusions and recommendations to the Board of Education.

ARTICLE V

RIGHTS OF THE PARTIES

A. Board of Education Rights

1. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.
2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
3. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by its law.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

C. Teacher Rights

1. Statement of Reason: No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without reasons being given.
2. Meeting Which Could Adversely Affect Employment: Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview (18A:25-7).

D. Association Rights

The Association and its representatives may use the school facilities at reasonable times and hours; providing that approval for such use is granted by the Superintendent of Schools.

ARTICLE VI

TEACHER WORK YEAR.

- A. The work year for all teachers shall not begin before September 1st, nor end after June 30th -- except for new teachers, who may be requested to report for an Orientation Workshop during the last week of August.
- B. The teacher work year for all teachers -- except new teachers -- shall be every day school is in session for the students, plus five (5) additional days (if deemed necessary by the Board of Education and/or School Administration).
- C. The teacher work year for new teachers shall be every day school is in session for the students, plus six (6) additional days (if deemed necessary by the Board of Education and/or School Administration).

ARTICLE VII

TEACHER WORK DAY

A. Teacher Hours

The required work day for all teachers shall consist of a minimum of 6½ hours. Teachers shall be required to report to the school at least fifteen (15) minutes before the student day begins.

and they shall be required to remain at the school (15) minutes after the student school day ends. The school hours for both students and teachers shall be determined by the Board prior to the beginning of the school year. Teachers shall be required to attend staff meetings when requested by the Board and/or Administration. If part of the school district is operating on split or staggered session, all teachers shall be required to work the same amount of time per day.

B. Lunch Periods

Teachers shall have a duty-free lunch period equal to that of their students. Teachers may leave the building during the lunch period, as long as their supervisor is informed of such.

ARTICLE VIII

SALARIES

A. Salary Provisions

1. The salaries for the period of July 1, 1975 to June 30, 1976, of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
2. The salaries for the period of July 1, 1976 to June 30, 1977, of all teachers covered by this Agreement shall be derived at by increasing the salaries set forth in Schedule A by the cost of living index, April, 1975 to April, 1976, Bureau of Labor Statistics, Philadelphia-Southwest New Jersey Area.
3. The salary guide is deemed a minimum and the Board reserves the right to pay more than the 1975-1976 salary guide in order to secure the services of a teacher in an emergency, and also reserves the right to hold any teacher at any place on the guide until experience and training (or both) warrant the salary.

B. Method of Payment

Teachers employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Payroll Deductions

Payroll deductions shall be made (if the employee requests such deductions) for the following items:

1. Professional association dues
2. Atlantic County Credit Union
3. Washington National Insurance Company Income Protection Plan

Withholding of Increment

All salary increments shall be based upon satisfactory service. Years of employment salary increments shall not be automatic, but shall be granted for satisfactory service only upon the recommendation of the Superintendent, and 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 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. In making recommendations, factors considered shall include: teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention, give him an opportunity to discuss the reason for such action, and give him an opportunity to correct the deficiency prior to issuance of the contract. Future increase after withholding an adjustment shall depend upon the recommendation of the Superintendent and the approval of the Board.

E. Longevity Pay

Teachers shall be granted a \$500.00 salary increment at the 18th step -- after serving nine (9) consecutive years in the school district -- upon recommendation of the Superintendent and approval by the Board.

F. Extra-Curricular Activities

Teacher participation in extra-curricular activities which extend beyond the school day shall be voluntary, and shall be compensated according to the salary Schedule B. The Board must officially approve of the activity before the teacher shall be eligible for compensation.

ARTICLE IX

TEACHER ASSIGNMENT

A. Notification

1. All teachers shall be informed by their Principal concerning their possible reassignment for the next contract year.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level and school for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, except in cases of emergency.

In the event that changes in such schedules, class subject assignments, building assignments, or room assignments are proposed after contract notification, the teacher affected shall be notified promptly and given the reasons for such change.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their area of competence, an attempt shall be made to assign teachers to teach in fields and grades which their training and experience make them competent to teach.

C. Traveling Teachers

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in any unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

D. Mileage Compensation

The following teachers shall be compensated at the rate of 14¢ per mile when traveling between school at their personal expense on school business: Music, Art, Physical Education.

E. School District Personnel

All openings for positions in the summer school, federal programs, and all positions (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.

ARTICLE X

TEACHER EVALUATION

A. Non-Tenured Teachers

Non-tenured teachers shall be formally evaluated at least two (2) times per year. Teachers shall be given a written copy of the evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or Supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

B. Tenured Teachers

Tenured teachers shall be formally evaluated at least one (1) time per year. If the first formal evaluation indicates that improvement is needed, it shall be followed by at least a second formal evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or Supervisor making the

evaluation within a reasonable period of time following
evaluation. It shall be the teacher's responsibility to make an
appointment for the evaluation conference.

C. Teacher Personnel Records

Teachers shall have the right, upon request, to review the
contents of their personnel files.

ARTICLE XI

COMPLAINT PROCEDURE

A. Procedure

Any complaints regarding a teacher that is made to any member
of the School Administration by a parent, student, or other person,
which may be used in any manner in evaluating a teacher, shall be
brought to the teacher's attention. The Administration shall meet
with the teacher to apprise the teacher of the full nature of the
complaint, and they shall attempt to resolve the matter informally.
The teacher shall have the right to request representation by the
Association at any meetings or conferences regarding such
complaints.

ARTICLE XIII

ADVISORY COUNCIL

A. Purpose

An Advisory Council shall be established for the purpose of
discussing and recommending action on matters pertaining to
curriculum, policy, philosophy, and other matters of mutual concern
and interest.

B. Composition

The Council shall consist of: Superintendent of Schools;
Principal; three (3) Board of Education members; one (1) Association
representative from the Newco School; one (1) Association
representative from the Agriculture School; and three (3)
Association representatives from the Elwood School.

C. Objective

The Council's objective shall be to cooperatively search for
what is best for the children of the Mullica Township School District.
All recommendations of the Council shall be forwarded to the Board
of Education for their study and consideration.

ARTICLE XIII

SICK LEAVE

A. Definition (18A:30-1)

Sick leave is hereby defined to mean the absences from his/her post of duty, of any person, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. Number of Sick Days

All teachers shall be entitled to ten (10) days sick leave per year with full pay. Unused sick leave shall be accumulative. If a teacher uses up all of his/her sick leave, he/she shall have 1/200 of his/her annual contract salary deducted from his/her pay, unless the Board sees fit to continue paying the teacher.

C. Physician's Certificate Requirement

A physician's certificate is required for all school personnel for any absence (due to illness) of three (3) or more consecutive working days.

D. Written Accounting of Accumulated Sick Leave

Teachers shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

A. Administrative Leave

Emergency administrative leave (without loss of pay), not to exceed a total of four (4) days per year, shall be granted by the Superintendent of Schools for the following reasons: illness in the family and/or required court appearances (involving no moral turpitude on the part of the employee). Two (2) of the four (4) days may be granted for other emergencies. These four (4) days shall not be accumulative from year to year. (Immediate family is defined as: husband, wife, child, sister, brother, parent, mother-in-law, father-in-law, or any family member living in the same household.)

B. Death in Family Leave

Three (3) days emergency leave shall be granted for each occurrence of death in the immediate family. This leave is not accumulative, and must be approved by the Superintendent of Schools. (Immediate Family is defined in Article XIV, under Administrative Leave.)

ARTICLE XV

HEALTH INSURANCE

A. Coverage

1. All teachers may enroll in the New Jersey State Health Benefits Program during the annual enrollment period. The state program includes Blue Cross/Blue Shield, Rider J, and Major Medical Insurance. The Board shall be responsible for paying for the individual employee's share of the Program.
2. In addition to the above, the Board shall be responsible for paying 25% of the premiums for full-family coverage of the New Jersey State Health Benefits Plan for the period July 1, 1975 to June 30, 1976.
3. For the period of July 1, 1976 to June 30, 1977, the Board shall be responsible for paying an additional 25% of the premiums for full-family coverage of the New Jersey State Health Benefits Plan.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board policy for the term of the Agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board policy.

B. State Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 the law, but all other provisions or applications shall continue in full force and effect.

C. Proper Procedures

All parties agree to follow the procedures as outlined in this Agreement, and to use no other channels to resolve any question or proposal until the Procedures within this Agreement are fully exhausted.

D. Nondiscrimination

The Board and 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 teachers, or in the application or administration of this Agreement on the basis of race, creed, color,

religion, national origin, domicile, or marital status.

E. Work Stoppages

The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members shall engage in, encourage, sanction, support, or suggest any strikes. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct members to return to their normal duties.

F. Printing

Sufficient copies of this Agreement shall be given to the Association president to be distributed to each member of the Association within thirty (30) days of its ratification. The expense for printing sufficient copies for distribution to all teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon.

G. Notice

Whenever any notice is required to be given to either of the parties of this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association: Superintendent of Schools (with copy to the Board Secretary), Elwood School, Post Office Box 318, Elwood, New Jersey 08217.
2. If by the Board: President of the Mullica Township Education Association, his/her home address.

ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE I II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

MULLICA TOWNSHIP EDUCATION ASSOCIATION

By Dorothy M. Petrecca
Dorothy M. Petrecca, President

By Marie Scott, Secretary

MULLICA TOWNSHIP BOARD OF EDUCATION

By Gilbert Bosics, President

By Carol Bubeck, Secretary

SCHEDULE A
TEACHER SALARY GUIDE
1975-1976

	BA	BA/15	MA	MA/15	MA/30
1	8673	8823	8973	9123	9273
2	9029	9179	9329	9479	9629
3	9385	9535	9685	9835	9985
4	9742	9892	10042	10192	10342
5	10098	10248	10398	10548	10698
6	10514	10664	10814	10964	11114
7	10930	11080	11230	11380	11530
8	11345	11495	11645	11795	11945
9	11761	11911	12061	12211	12361
10	12177	12327	12477	12627	12777
11	12593	12743	12893	13043	13193
12	13009	13159	13309	13459	13609
13	13424	13574	13724	13874	14024
14	13840	13990	14140	14290	14440
*18	14340	14490	14640	14790	14940

*(After nine (9) consecutive years in the school district.)

SCHEDULE B
EXTRA-CURRICULAR SALARY GUIDE

Athletics:

Per activity \$150.00

Other:

Per activity \$ 50.00