

H-0270

11-15

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

BETWEEN

HOLLAND TOWNSHIP EDUCATION ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION

MILFORD, NEW JERSEY

1970-72

PREAMBLE

This Agreement entered into this first day of July, 1970,
by and between the Board of Education of Holland Township, Township
of Holland, New Jersey, hereinafter called the "Board" and the
Holland Township Education Association, hereinafter called the
"Association".

ARTICLE I
RECOGNITION

The Board of Education and Holland Township Education Association of the Holland Township School do hereby agree that the welfare of the children of the Holland Township School is paramount in the operation of the school and will be promoted by both parties.

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all of the following full-time certificated teaching personnel under contract:

1. Classroom teachers
2. Special subject teachers
3. School Librarian
4. School Nurse

Unless otherwise indicated, the term "teachers", when used hereinafter 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.

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of State of N. J., in a good faith effort to reach agreement concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than first full week in November of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers as defined in Article I - Recognition, be reduced to writing, be signed by the Board and the Association and be adopted by the Board and the Association.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. 1. Representatives of the Board and the Association's negotiating committee shall meet at the mutual consent of both parties 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.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

ARTICLE IINEGOTIATION PROCEDURE

3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IIIGRIEVANCE PROCEDUREA. Definition

A "grievance" is defined as a complaint by a teacher or a group of teachers based upon an alleged violation of or variation from the provisions of this agreement or the interpretation or application thereof.

B. Purpose

Any individual member of the Association shall have the right to appeal any violation, interpretation and application of policies in this Agreement and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Holland Township Education Association or another person of his own choosing currently employed by the Holland Township Board of Education to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. Procedure

1. Any teacher who has a grievance shall, within seven (7) school days, discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve

ARTICLE IIIGRIEVANCE PROCEDURE

the matter informally at that level, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his complaint in writing to the principal stating the nature of the grievance and the article and section of the Agreement allegedly violated and the possible remedy. The principal shall communicate his decision with reasons to the teacher in writing within five (5) school days of receipt of the written complaint.

3. If the grievance is not resolved to the teacher's satisfaction he may request a review by the Board of Education within fifteen (15) school days. The request shall be submitted in writing through the administrative principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher and/or his representative if requested and render a decision with reasons in writing within 30 calendar days.

4. Any grievance not resolved to the satisfaction of the teacher after review by the Board of Education, shall within fifteen (15) days after Step 3 at the request of the teacher be submitted to a mutually acceptable individual or advisory board.

GRIEVANCE PROCEDURE

If either the Board or Association turns to a third party or to consultants for assistance in resolving grievances the Board must retain responsibility for making the final decisions and those decisions must reflect the independent judgement of the Board.

Costs and expenses which may be incurred in securing and utilizing the services of any individual or advisory board shall be shared equally by the Board and the grievant.

D. Miscellaneous

1. 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, heretofore referred to in this article.

2. The above time limits on any step may be extended or reduced by mutual agreement.

3. Within the grievance procedure no where shall it be interpreted the Board or Administration has relinquished legal prerogatives.

4. The grievant does not have the right to refuse an administrative directive on the grounds that he has instituted a grievance.

5. At the beginning of the 1971-72 school year, the Board and Association agree to develop and include a binding arbitration clause to be included in the contract before the end of the 1971-72 school year.

ARTICLE IVTEACHERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws of State of New Jersey 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

The Board shall not deprive any teacher the enjoyment of any rights conferred by Chapter 303, Public Laws of the State of New Jersey 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates.

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

ARTICLE VNON-TEACHING DUTIES

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advanced approval of his principal or immediate supervisor so that appropriate insurance coverage will be in effect.

ARTICLE VISALARY

	<u>Non-Degree</u>	<u>B.S.</u>	<u>B.S. +15</u>	<u>B.S. +30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1.	6750	7500	7600	8100	8700	9300
2.	7100	8050	7950	8450	9050	9650
3.	7450	8200	8300	8800	9400	10000
4.	7800	8550	8650	9150	9750	10350
5.	8150	8900	9000	9500	10100	10700
6.	8500	9250	9350	9850	10450	11050
7.	8850	9600	9700	10200	10800	11400
8.	9200	9950	10050	10550	11150	11750
9.	9550	10300	10400	10900	11500	12100
10.	9900	10650	10750	11250	11850	12450
11.	10250	11000	11100	11600	12200	12800
12.	10600	11350	11450	11950	12550	13150

Degrees Recognized

Degrees must be acceptable for certification by the
Commissioner of Education.

Placement

- a. New teachers full credit.
- b. Military experience allowance up to four (4) years.
- c. Adjustment to new column with new contract. A new contract will be issued up to September 1.
- d. Official transcripts and course descriptions must be presented for evaluation before shift to another column.

ARTICLE VI

SALARY

Increments

Board may withhold increment when justified by unsatisfactory work or other cause.

Monthly Pay

a. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments on the second and fourth Friday.

b. Teachers may individually elect to have 10% of their monthly salary deducted from their pay. These funds will be paid to the teacher at the end of the academic year.

c. Teachers shall receive their final checks after all final year-end reports have been received and approved by Administration.

ARTICLE VIISICK LEAVEA. Personal Illness

All teachers covered under this contract who are steadily employed by the Board of Education...shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year...all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Sick Leave accumulated in another district

No "carry over" sick leave from another district will be recognized.

C. Doctor's Certificate

A doctor's certificate shall be filed for any sick leave beyond a three-day period.

D. Quarantine

An employee is expected to remove himself from contagion. Should a teacher be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

ARTICLE VIIITEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

Up to one (1) day for the purpose of visiting other schools.

Five (5) days absence with pay will be allowed in any one school year for critical illness or death in the immediate family. This allowance cannot be accumulated from year to year. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Immediate family means: husband, wife, children and any other person who has lived in the home of the teacher for a considerable length of time preceding death; father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.

Other leaves of absence with pay may be granted by the Board for good reason, with Association knowledge.

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE IXEXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years may be granted by the Board to any teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or has accepted a Fulbright Scholarship.

B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Maternity Leave

As soon as any teacher becomes aware of her pregnancy, she will apply for a maternity leave of absence. The basic leave of absence, without pay is eighteen months beginning at the end of the fourth month of pregnancy. A teacher may return to her school duties after an absence of sixteen months provided the school physician is satisfied that the teacher's health is good. When this is not feasible, maternity leave may be lengthened by whatever amount of time is necessary for the teacher to return at the beginning of the following year.

It will be the duty of any employee promptly to advise the Principal of any interrupted pregnancy or still birth suffered by her or the death of any child for whose maternity a current leave of absence has been granted.

A maternity leave may, at the discretion of the Board of Education be curtailed or terminated prior to the expiration of the

ARTICLE IXEXTENDED LEAVES OF ABSENCEMaternity Leave

full term, in the following circumstances and on such terms and conditions as the Board of Education may prescribe:

- a. In cases of interrupted pregnancy, the maternity leave of absence may be terminated by the Board of Education after a lapse of three (3) months from such occurrence, provided the school physician certifies that the employee is in good health and in fit condition for service.
- b. Where an interrupted pregnancy occurs in the case of a teacher who has not taken a leave of absence because unaware of her pregnancy, the employee will ask for a leave of absence for a period of three (3) months. At the end of this period, if the school physician certifies to the Board of Education that the employee is in good health and in fit condition for service, she may resume her duties in the school.
- c. In case of still birth or the death of the child, the maternity leave of absence may be terminated by the Board of Education at any time after the lapse of three (3) months following confinement provided the school physician certifies that the employee is in good health and in fit condition for service.

Failure by an employee to comply with any of the regulations will be deemed neglect of duty and an act of insubordination.

The requirement that a teacher apply for leave at once because of a pregnant condition will be effective not only when a teacher is in active service but also when she is on leave of absence of any kind.

Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE IXEXTENDED LEAVES OF ABSENCE

A teacher on maternity leave shall be eligible to substitute.

D. Other leaves of absence without pay may be granted by the Board for good reason, with the Association's knowledge. Paragraph "E" is applicable to this paragraph upon the sole discretion of the Board.

E. Upon return from leave granted pursuant to A and B above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure.

All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

F. All applications for extended leaves or extensions or renewals of leaves shall be in writing. If granted, such approval shall be in writing.

SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study within his related area subject to the following conditions:

1. Sabbatical leaves may be granted to one teacher at any one time.

2. Requests for sabbatical leave must be received by the Principal in writing in such form as may be mutually agreed on by the Association and the Principal, no later than December 15th, and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Holland Township School District.

4. A teacher on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.

6. A teacher receiving a sabbatical leave must return to Holland to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be

ARTICLE XSABBATICAL LEAVES

reimbursed by the recipient. (e.g. - If a teacher should return from a sabbatical leave, teach in Holland for one (1) year, and then leave the system, he must repay the Board of Education $2/3$ of the salary he received during the sabbatical leave.

The Association and the Board believe a teacher on sabbatical leave has an obligation to live up to the terms and conditions of the sabbatical leave policy.

ARTICLE XI

11.1

PROFESSIONAL GROWTH AND DEVELOPMENT

- A. A maximum of \$25.00 per credit hour will be paid upon satisfactory completion of administration approved courses.
(Actual cost per credit up to \$25.00)
- B. Approval of Administration must be in writing and in advance of registration.
- C. Limit of nine (9) credits per year will be paid for between July 1 and June 30th.
- D. The Board will pay for one textbook used in an approved course, if the book is not available in the professional library. At the completion of the course, all books will be added to the school's professional library.

ARTICLE XIIIMISCELLANEOUS PROVISIONS

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers 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.

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

1. If by Association, to the President of the Board at
Holland Township School.
2. If by the Board, to the President of the Association
at Holland Township School.

ARTICLE XIV

DURATION OF AGREEMENT

With the exception of Salary, Article VI, this Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1972 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Article VI, Salary, shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971 subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Holland Township Education Association

Holland Township Board of Education

By Albert L. Foster
Albert L. Foster, President

Joseph M. Judge, Jr.
Joseph Judge, President

By Suzanne Krewson
Suzanne Krewson, Secretary

Patricia A. Wirebach
Patricia A. Wirebach, Secretary

SCHEDULE A

AFTER SCHOOL ACTIVITIES

Director: Four dollars and fifty cents
(\$4.50) per hour.

Assistants: Three dollars and seventy-five cents
(\$3.75) per hour.