

THIS BOOK DOES NOT CIRCULATE

AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION

July 1, 1974 - June 30, 1975

LIBRARY  
Institute of Management and  
Labor Relations

NOV 23 1975

RUTGERS UNIVERSITY

*Burlington County*

Dated November 1974

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ARTICLE I.

RECOGNITION OF UNIT

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract, or on leave, including:
- 1) Teachers
  - 2) Nurses
  - 3) Special Services Personnel
  - 4) Librarians
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in a negotiating unit as above defined and reference to male teachers shall include female teachers.
- C. The Association shall certify to the Board the names of its unit membership through acquisition of the Association membership payroll deduction in the Board Business Office. The Association, through the President, shall submit all other certified names to the Board.
- D. This recognition shall not impair the rights of any employee or group of employees under Section 18, Article I, of the New Jersey Constitution which states:

"Persons in public employment shall have the right to organize, present to and make known to the State, or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing."

ARTICLE II.

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

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 III.

ASSOCIATION PRIVILEGES

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal school hours, he shall suffer no loss in pay.
- B. The Association and/or its representative, with notification to the building principal, may use school facilities for meetings after school hours provided that this shall not interfere with, nor interrupt, normal school operations.
- C. The Association, with notification to the building principal, may use school equipment when such equipment is not otherwise in use, and provided that this use will not interfere with, nor interrupt, normal school operations. The Association will pay for the cost of all materials and supplies incident to such use.
- D. The Association may have, in each school building, the use of a bulletin board in each faculty lounge.
- E. The Association, with notification to the building principal, may use the inter-school mail facilities and school mail boxes, provided that this shall not interfere with, nor interrupt, normal school operations.
- F. The Association president should have the right to utilize his preparation periods and his lunch periods to perform functions concerning his Association duties, recognizing that this function is important, and that he should be able to move freely from building to building to cover these duties.

ARTICLE IV.

TEACHER WORK YEAR

School Calendar

"The establishing of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergency.

However, in order to include the proper application of personnel, school calendar recommendations by the staff (through the Administration) shall be submitted to the Board (through the Superintendent) by November 1.

The Board, in its final determination of the school calendar, will take into consideration the recommendation of the staff."

ARTICLE V.

TEACHING HOURS

- A. All teachers are requested, but are not obligated, to indicate their presence by placing a check mark in the appropriate column of the staff "sign-in" sheet.
- B. Teachers are required to report to work at least twenty (20) minutes prior to the opening of school for the pupils' school day, and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day.
- C. Teachers wishing to leave the building during their scheduled duty-free lunch period shall first clear through the building principal.
- D. Teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall not exceed sixty (60) minutes.
- E. The notice for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.
- F. On Fridays and on days preceding holidays or vacations, teachers need not stay beyond the close of the pupils' school day.

## ARTICLE VI.

### TEACHER ASSIGNMENT AND LEAVES

#### A. Teacher Assignment And Transfers (Voluntary And Involuntary)

"In the interest of the best administration of the instructional program, the Superintendent shall have the power to assign or to alter the assignment of, or to transfer from one school to another, any employee of the Board of Education.

The Board recognizes that changes in grade assignment and transfers will be necessary. While the right of determination to assign or alter the assignment of a teacher is vested in the Superintendent, the Superintendent will not assign or transfer a teacher without prior discussion between said teacher and the Superintendent.

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and preferably by May 1 of each school year.

In making involuntary assignments or transfers, the wishes of the individual teacher will be honored to the extent that the considerations do not conflict with the best interests of the pupils and school system.

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, must file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred. The final decision relative to such request will be at the discretion of the Superintendent.

No later than April 1 of each school year, the Superintendent shall post in all school buildings, with a copy to the Association, a list of known teaching vacancies for the following school year.

Whenever a vacancy in any promotional position in the District shall occur, the Superintendent shall post such notice in each school. Written notice of vacancy shall indicate a job description of the minimum requirements for the position. In filling promotional vacancies the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a function of the Board, and the decision of the Board with respect to such matters shall be final."

Filing Requests - Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the superintendent by February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference.

## TEACHER ASSIGNMENT AND LEAVES

### B. Fair Dismissal Procedure

"Principals are to keep non-tenure teachers informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written statements concerning this evaluation are to be sent to non-tenure teachers by the principals and copies are to be forwarded to the Superintendent.

A teacher who is not to be recommended for tenure will be notified no later than April 30 during the third year of employment, and the Board of Education is to be kept apprised of all such recommendations. In addition, the Board of Education is to be kept fully informed of all up-coming tenure recommendations, with building principals submitting evaluative reports of non-tenure teachers at least one hundred twenty days before tenure contract issuance and with the Superintendent notifying the Board of Education at least ninety days before the date of tenure contract issuance. In this way, adequate time is allowed for the Board of Education to take suitable confirming or rejecting Board action relative to the Superintendent's recommendation."

"It is understood that an employee contract may be terminated as follows:

1. Non-Tenure Employee - Contracts of non-tenure employees may at any time be terminated by either party giving to the other thirty (30) days' notice in writing of intention to terminate.
2. Tenure Employee - Any teaching staff member, under tenure of service, desiring to relinquish his position, shall give the employing board of education at least sixty (60) days written notice of his intention, unless the board shall approve of a release on shorter notice.

If the board is desirous of terminating the services of a teaching staff member, under tenure of service, they will proceed in accordance with the dismissal procedure as outlined in Title 18A and the State Board of Education rules and regulations."

### 3. Fair Dismissal Committee

- a. Membership - No later than September 5, 1974, the Board and the Association agree to establish a Fair Dismissal Committee which shall consist of six (6) members - the Superintendent, the Association President, two (2) members appointed by the Board and two (2) members appointed by the Association.

4. Notification of Status

- a. 18A:27-10 - Notice of continued employment to non-tenure teaching staff On or before April 30 in each year, every board of education in this state shall give to each non tenure teaching staff member continuously employed by it since the preceding September 30 either:
- (1) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
  - (2) A written notice that such employment will not be offered.
- b. 18A:27-11 - Failure to give notice of continued employment; effect Should any board of education fail to give to any nontenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act, then said board of education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the board of education.
- c. 18A:27-12 - Notice of acceptance of employment If the teaching staff member desires to accept such employment he shall notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.
- d. Hearing - Any nontenure teacher who has received such notice of nonemployment and statement of reasons shall be entitled to a hearing before the Fair Dismissal Committee, provided a written request for hearing is received in the office of the secretary of the Board within five (5) days after receipt by the teacher of the statement of reasons.

- e. Any nontenure teacher who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons and a hearing as provided for in section (d) above.
5. The Principal "shall make a written evaluation of each new teacher of his school, a minimum of two each year for the first three years, and shall make the same available to the Superintendent. All other teachers shall have a written evaluation at least once each year or as often as the Superintendent requests, such evaluation to be submitted to the Superintendent. This evaluation shall be on the basis for suggestions on:
    - a. The improvement of each staff member
    - b. Suggested curriculum improvement
    - c. Any recommendations for change in assignments
    - d. The retention of a teacher not under tenure

### 3. Sick Leave

1. As of September 1, 1974, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When a non-tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added ten (10) days pay (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.
3. When a tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added five (5) days, and an additional twenty (20) days (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.
4. In no case shall leave for any cause other than actual personal illness be counted as sick leave, and all current statutes pertaining to sick leave shall apply.
5. In cases where regular or accumulated sick leave allowance has expired, individual consideration may be given to additional sick leave allowance subject to the Superintendent's recommendation, with Board approval.

6. All tenure teachers, for the school year 1974-1975 shall receive an additional five (5) days for each fifty (50) days accumulated sick leave. Therefore, all teachers who have accumulated sick leave days as follows will receive additional days accordingly.

<u>Sick Days Accrued</u>	<u>Additional Days Granted</u>
50	5
100	10
150	15
200	20
250	25

7. Any pregnant teacher may elect to utilize all or any part of her accumulated sick days at time of child birth.

D. Leaves Of Absence (with Pay)

Written notification for Leaves of Absence shall be made at least three (3) days before taking such leave (except in cases of emergency.)

1. Personal Leave - Four (4) days per year are provided for bonafide business of a personal nature which requires absence during school hours including religious holidays not provided for in the school calendar.
2. Religious Holidays - Leave shall be granted to Jewish personnel only specifically for the observance of Rosh Hashanah - two (2) days and Yom Kippur - one (1) day.
3. Professional Growth - Teachers shall be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties.
4. Death In Immediate Family - Up to five (5) days at any one time in the event of death of mother, father, wife, husband, child, brother, sister, or any other member of the immediate family (including in-laws), will be granted.
5. Death Of Other Relatives - Teachers shall be granted up to one (1) day as required in the event of a death of a relative outside the teacher's immediate family as defined in "4" above.

6. Marriage - Up to five (5) days shall be granted for marriage.
7. Court Appearances - When any teacher is required to appear in a legal proceeding or to serve as a member of a jury, full pay shall be made to such teacher, less the pay received for his court appearance.
8. Temporary Military Leave - Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid the difference between his regular pay and the amount of pay which he received from the State or Federal government when his salary as a teacher is the higher amount.
9. On-The-Job Injury - Whenever any teacher is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board will pay the full salary or wages for this period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provision. Days lost for on-the job injuries are covered under Chapter 15 of Title 34, Labor and Workman's Compensation, of the revised Statutes, as referred to in 18:A 30-2.1. Any amount of salary or wages paid or payable to the teacher shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

Teachers shall report to the principal's office the nature of the injury, no matter how minor it may be, how it happened, and the exact time.

10. Emergency Leave - Leave shall be permitted without loss of pay in cases not covered by the above-named rules, when the causes for absence are deemed to be emergency or highly urgent in nature. The Board, through the Superintendent, shall determine such urgency and the duration of such leave.

#### E. Leaves Of Absence (Without Pay)

1. Maternity Leave - A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate according to the recommendation of the physician and not to exceed one year after the birth of the child. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

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.

2. Association Leave - Leave without pay, up to three (3) days, for two representatives of the Association to attend conferences and conventions of State and Federal affiliated organizations is provided. Application for such leave shall be made at least three (3) days before such leave, to the Superintendent of Schools for approval.
3. International And Federal Programs - A leave of absence without pay of up to one (1) year may be granted 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 accepts a Fulbright Scholarship.
4. Outside Teaching - A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university, private school or other public school district.
5. Military - Military leave without pay may 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 service and three (3) months thereafter or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave may be granted to join him for the period of special training in preparation for duty overseas in combat zones.
6. Illness In Family - A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
7. Extensions And Renewals - All extensions or renewals of leaves shall be applied for in writing.

F. Sabbatical Leave

Application for "Sabbatical Leave" of absence not to exceed one (1) year with salary, or with partial salary, to enable a teacher with seven (7) years service in the District to pursue advanced study or research, may be made under the following conditions:

1. The application for such leave shall be made in writing, addressed to the Superintendent, six (6) months in advance of the date such leave is to commence, thus enabling the Board of Education to obtain a suitable replacement for the applicant. The six (6) month restriction may be waived in those cases where, in the judgment of the Board, unusual circumstances warrant such action.
2. Leave will only be granted when in the judgment of the Board there will be some benefit to the school district resulting from the advanced study or research undertaken by the teacher during such leave.
3. Each application will be judged on its own merit, and if granted, the question of with salary, or with partial salary, will be decided by the Board under the circumstances of each case. In those cases where full or partial salary is granted, the applicant shall be required to contract with the Board to return and perform his professional duties for a minimum of two (2) years following the expiration of such leave. He shall further agree to refund (a) 100% of all salary paid during said sabbatical leave of absence in default of said return, or (b) 50% of all salary paid during said sabbatical leave of absence after a return of one year but less than two (2) years.
4. The teacher will retain tenure, retirement and all other rights afforded by the district during his absence. Any additional benefits granted to regular teachers shall automatically apply to those on sabbatical leave.
5. The returning teacher shall be placed on the appropriate step of the salary scale he would have attained if sabbatical leave had not interrupted his service to the school district.
6. No more than 3% of the teachers may be granted sabbatical leave of absence during any one school year.

ARTICLE VIII.

TEACHERS NON PERFORMANCE DUTIES

A. Intent - The Board and Association acknowledges that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Application

1. List of non teaching duties:

- a. Supervision of cafeterias.
- b. Keeping attendance registers.
- c. Marking, computing and compiling standardized test data, excepting those authorized personnel such as Guidance Counselors and others in the Special Services.

2. Transporting Students:

No employee, unless specifically authorized, shall be permitted to drive students. Authorized personnel (covered in this Agreement) are: the Psychologist, School Nurses, and School Guidance Counselors.

## ARTICLE IX.

### LUNCHROOM - PLAYGROUND AIDES

The Board shall continue the Aides Program for lunchroom and playground supervision for the 1974-1975 school year, beginning with the first day of school and ending on the last day of school.

A. Vacancies Of Teacher Aides - Vacancies for Teacher Aide positions are announced via routine personnel procedures.

1. Written notices of vacancies are sent to the individual schools within the system and school personnel are encouraged to share this information with persons in the school community.

Interested persons seeking applications will be referred to the Superintendent's Office.

B. Job Description of Lunchroom Aides - To relieve the teacher of school activities which do not require teaching or other professional skills - i.e. the supervision of the lunchroom and playground in routine aspects of its program and to perform its related work.

1. Lunchroom

- a. Receive children in lunchroom and direct them in lining up for lunch service.
- b. Facilitate the service of lunch to young children and assist the older children in obtaining lunch; oversee the return of dishes, utensils, and the disposal of refuse.
- c. Keep lunch lines straight and orderly.
- d. Supervise the students in the cafeteria and create an atmosphere for proper eating habits.
- e. Maintain proper discipline in the cafeteria.
- f. Enforce all lunchroom procedures for the purchasing of food and the order of dismissal as set forth by the administration.

2. Playground

- a. General supervision of playground area.
- b. Enforce all play area procedures as set forth by the administration.

c. Maintain proper discipline.

d. Enforce safety rules as set forth by the administration.

C. Aide's Responsibility

1. A Teacher Aide must be able to command the respect of the students, be of good moral character, be cooperative and willing to perform the related responsibilities of the position.
2. A Teacher Aide must maintain a high standard of work.
3. A Teacher Aide is expected to be prompt, dependable, and regular in attendance.
4. Teacher Aides are responsible for learning and observing the regulations of the school to which they are assigned.
5. Teacher Aides will not be expected to act as a custodian of children who evidence severe behavioral problems. Pronounced difficulties are the responsibility of the teacher and the professionals who are prepared to assist the child and his family in coping with his needs and problems.
6. A Teacher Aide is expected to make suggestions to the Aides Chairman regarding the program, who in turn will channel such items to the proper members of the administrative staff.
7. The relationship between the school aide and the teacher is a professional one of mutual respect and confidence. Teacher Aides will observe the confidential nature of this relationship.
8. Teacher Aides owe loyalty to the school.
9. Discipline problems shall be referred by the Aides to the administration.

D. Role of The Professional Staff

1. The Association agrees to cooperate in the continued implementation of the Aides Program.

ARTICLE X

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in accordance with the following salary schedule:

<u>RATIO</u>	<u>STEP</u>	<u>NON-DEGREE</u>	<u>DEGREE</u>	<u>DEGREE +15</u>	<u>DEGREE +30</u>	<u>MASTERS</u>	<u>MASTERS +15</u>
1.00	1	\$ 8,500	\$ 8,700	\$ 8,850	\$ 9,000	\$ 9,300	\$ 9,450
1.04	2	8,848	9,048	9,198	9,348	9,648	9,798
1.08	3	9,196	9,396	9,546	9,696	9,996	10,146
1.15	4	9,805	10,005	10,155	10,305	10,605	10,775
1.20	5	10,240	10,440	10,590	10,740	11,040	11,190
1.25	6	10,675	10,875	11,025	11,175	11,475	11,625
1.30	7	11,110	11,310	11,460	11,610	11,910	12,060
1.35	8	11,545	11,745	11,895	12,045	12,345	12,495
1.40	9	11,980	12,180	12,330	12,480	12,780	12,930
1.50	10	12,850	13,050	13,200	13,350	13,650	13,800
1.62	11	13,894	14,094	14,244	14,394	14,694	14,844
1.66	12	14,242	14,442	14,592	14,742	15,042	15,192

Special Ratios are provided for the following positions:

(Calculation + ratio X place on teacher's salary guide above.)

Psychologist .....	1.08
Social Worker .....	1.07
Learning Disabilities Specialist .....	1.06

B. Teachers may individually select to be paid by one of the following plans:

1. Twenty equal pay checks distributed throughout the ten (10) working months with ten percent (10%) of each month's salary deducted. The accumulated ten percent will be divided and paid to the individual teacher in two equal payments .. one on the 15th of July and one on the 15th of August.
2. The same plan as one above with this exception -- the accumulated 10% will be paid to the teacher, upon his election, on the last day of school in June.
3. Twenty equal pay checks distributed throughout the ten (10) working months with no ten percent (10%) deduction.

C. A schedule of pay dates will be posted in each school building on the first day of the school year. When a pay date falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay check on the last previous working day.

ARTICLE XI.

HOSPITALIZATION PAYMENTS

The Board shall pay up to, but not exceeding, the sum of \$350 per year toward the cost of Hospitalization and Medical-Surgical coverage, including the so-called Rider "J" endorsements, as written by the Hospitalization Service Plan of New Jersey, and the major medical insurance as provided under the State Health Benefits Program for all teachers, beginning with the 1974-1975 school year.

ARTICLE XII.

EXTRA - CURRICULAR COMPENSATION

Teachers shall be reimbursed for extra - curricular programs at the following rates:

	1st Year	2nd Year
Director	\$3.75 per hour	\$3.90 per hour
Assistant	\$3.15 per hour	\$3.30 per hour

## ARTICLE XIII.

### GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this Agreement or provisions not covered in this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "Party in Interest" is any person(s) who might be required to take action, or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the "Grievance" which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with terms of this Agreement.
3. Before a formal grievance is initiated, it is agreed that, whenever possible, it should have been discussed and resolved through the procedure(s) covered under ARTICLE VII FACULTY-PRINCIPAL(S) MEETINGS of this Agreement.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Failure to act within fourteen (14) school days of the occurrence of complaint shall be deemed to constitute an abandonment of grievance.

3. 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, the time limits set forth 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 is practicable.
4. Level I - A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A grievance to be considered under this procedure must be initiated by the aggrieved person within ten (10) school days of his knowledge of the events giving rise to the grievance.
5. Level II - If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the teacher within three (3) school days, he shall set forth the complaint in writing to the principal. The principal shall communicate his decision to the teacher and the Association in writing within three (3) school days of the receipt of the written complaint.
6. Level III - If the aggrieved person is not satisfied with the disposition of his grievance at Level II, he shall within three (3) school days, refer it to the Superintendent of Schools.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed eight (8) school days. The Superintendent shall communicate his decision in writing, along with the supporting information, to the aggrieved person and to the Association.

7. Level IV - If the aggrieved person is not satisfied with the disposition of his grievance at Level III, he shall, within three (3) school days, submit it to the Board of Education. The Board shall review the grievance, hold a hearing with the aggrieved person as requested, and render a decision in writing within fourteen (14) school days.
8. Level V -
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level IV, or if no decision has been rendered by the Board within fourteen (14) school days after the grievance was delivered to the Board, he may request in writing that the Association submit the grievance to arbitration. If the Executive Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fourteen (14) school days after the receipt of the request by the aggrieved person. The affected

teacher must abide by the majority decision of the Executive Committee of the Association and may not personally take the Board to arbitration following a rejection of his grievance by the Executive Committee of the Association.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Executive Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board and Executive Committee and hold hearings promptly and shall issue his decision not later than fourteen (14) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on all parties. The cost for the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights Of Teachers To Representation

1. Any teacher may be represented at all stages of the grievance procedure by himself, or, at his option, by a mutually selected representative approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
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 building representative, any member of the Executive Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. All meetings or hearings under this procedure shall be conducted in private and shall include only such parties heretofore referred to in the article.
2. Any teacher who may have a grievance pending shall not have the right to refuse an administrative directive or a board policy on the grounds that he has instituted a grievance. The teacher must continue under the direction of the administration regardless of the pending of any grievance until such grievance is properly determined.
3. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level III. The Association may process such a grievance through all levels of the grievance procedure.
4. 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 personal file of any of the participants.
5. Forms for filing grievances, serving 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.

## ARTICLE XIV.

### MISCELLANEOUS PROVISIONS

- A. This Agreement is a result of collective negotiations between the Board and the Association which have been conducted under requirements and directives of statute law. The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and the Association. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in the Agreement, nothing contained here in shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date. The intent of this clause is to apply to this Agreement only.
- B. If any provision of this Agreement or any application of this Agreement 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 provided by the Board after the Agreement has been officially ratified by both the Board and the Association.
- D. Whenever either party to this Agreement is required to correspond to the other party, such correspondence shall be addressed as follows:
1. If by Association: Board Secretary  
Mount Holly Township Board of Education  
Levis Drive  
Mount Holly, New Jersey
  2. If by the Board: President  
Mount Holly Township Education  
Association  
Mount Holly Township Schools  
Mount Holly, New Jersey
- E. A blanket policy is carried by the Board to cover any and all employees who are required to use their personal automobile on Board business.
- F. All business conducted on behalf of the Association, relating to negotiations, will be conducted outside the hours designated as the normal school day.

ARTICLE XV.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1974, and shall continue in effect until June 30, 1975.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. As many formal negotiations sessions will be scheduled in order to complete negotiations by mid December.

In witness whereof, the Board and the Association have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals placed hereon.

Mount Holly Township Education Association

Mount Holly Township Board of Education

Robert G. Bell  
President

William J. ...  
President

Constance J. Herold  
Secretary

Charles S. ...  
Secretary

Date 11/20/74

11/20/74