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AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION

for

1987 - 1988

1988 - 1989

November 1987

* July 1, 1987 - June 30, 1989

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE	I. RECOGNITION OF UNIT.....	1
ARTICLE	II. NEGOTIATION OF SUCCESSOR AGREEMENT.....	2
ARTICLE	III. ASSOCIATION PRIVILEGES.....	3
ARTICLE	IV. TEACHING HOURS.....	5
ARTICLE	V. TEACHER REASSIGNMENT AND TRANSFER.....	6
ARTICLE	VI. PREGNANCY LEAVE/CHILD-REARING LEAVE/ ADOPTION LEAVE.....	9
ARTICLE	VII. LEAVES OF ABSENCES.....	12
ARTICLE	VIII. SABBATICAL LEAVE.....	13
ARTICLE	IX. FACULTY-PRINCIPAL(S) AND DISTRICT LIAISON MEETINGS.....	15
ARTICLE	X. PROFESSIONAL DUTIES.....	16
ARTICLE	XI. SALARIES.....	17
ARTICLE	XII. HEALTH CARE BENEFITS.....	19
ARTICLE	XIII. EXTRA CURRICULAR.....	20
ARTICLE	XIV. GRIEVANCE PROCEDURE.....	21
ARTICLE	XV. TEACHER'S RIGHTS.....	25
ARTICLE	XVI. TEACHER ASSIGNMENT.....	27
ARTICLE	XVII. SICK LEAVE.....	28
ARTICLE	XVIII. LEAVES OF ABSENCE (WITH PAY).....	29
ARTICLE	XIX. REDUCTION IN FORCE FOR TENURED TEACHERS..	31
ARTICLE	XX. TUITION REIMBURSEMENT.....	32
ARTICLE	XXI. MISCELLANEOUS PROVISIONS.....	33
ARTICLE	XXII. DURATION OF AGREEMENT.....	35

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 certificated personnel under the contract, or on leave as listed below only:
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.
- 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 negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 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 the beginning date set forth in the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, and upon ratification by the Board of Education and Educational Association shall be signed by the Board of Education and the Educational Association.

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/she shall suffer no loss in pay.
- B. The Association and/or its representatives, if approved by the Building Principal shall use school facilities for meetings after school hours provided that this shall not interfere with, nor interrupt, normal school operations. The Building Principal shall not withhold such approval arbitrarily. This paragraph does not preclude the Building Principal from granting prior approval for building use.
- C. The Association, if approved by the Building Principal, shall 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 costs of all materials and supplies incident to such use. The Building Principal shall not withhold such approval arbitrarily. This paragraph does not preclude the Building Principal from granting prior approval for building use.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge.
- E. The Association shall use the inter-school mail facilities and school mail boxes, provided that this does not interfere with, nor interrupt, normal school operation.
- F. All elected officers, Association Representatives, and designated chairpersons, limited to fifteen (15) aggregate at any given time, shall have the right to utilize their preparation periods and their lunch periods to perform functions concerning their Association duties, unless otherwise assigned to another duty for emergency purposes, recognizing that this function is important, and that they shall be able to move freely from building to building to cover these duties providing the visiting does not disrupt the normal school activities and does not interrupt any regularly scheduled classes or personnel assigned to duties. In the event of an emergency requiring that they see any personnel assigned duties, they shall request permission from the Principal to do so. When visiting any building, said visitor shall report to the office beforehand.

The names of the fifteen (15) officers, Association Representatives and chairpersons shall be submitted to the Superintendent, in writing, within ten (10) calendar days from the date of their election or appointment.

G. Information

The Board agrees to make available to the Association President, or his/her designee in response to reasonable requests from time to time available information concerning the educational program and the financial resources

ARTICLE III (continued)

of the district; class size, number of specialists, annual fiscal reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premium, and names and addresses of all teachers and other information as deemed necessary by the Superintendent and the Association President.

H. Office Space

The Association shall be provided without cost to it, a designated auxiliary room mutually agreed upon by the Superintendent and the Association President, which will be designated as the Office of the Mount Holly Township Education Association. The Association shall be allowed to install a telephone in such office at its own expense.

ARTICLE IV

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 sign out in the building office.
- 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.
- G. Every teacher shall plan and teach course content in the manner considered most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternative plans as needed, according to the procedures developed by the Principal.
- H. For the first three (3) days of the school year, and the last five (5) days of the school year, teachers shall be dismissed at 1:00 P.M.
- I. On days when teachers are required to attend night meetings or conferences, those teachers required to attend such meetings or conferences shall be dismissed at 1:00 P.M.

ARTICLE V

TEACHER REASSIGNMENT AND TRANSFER

A. General Provisions

1. The following definitions shall apply to this article.
 - a. Reassignment shall mean the change of a teacher from one grade level or subject to a different grade or subject within one building.
 - b. Transfer shall mean the change of a teacher from one building unit to another building unit or from one job role to another job role or the job role is in a staff relationship with teacher as defined in Article I of this Agreement.
 - c. Voluntary shall mean a transfer or reassignment initiated either:
 - (1.) At the request of the teacher, or
 - (2.) By the Superintendent and involving a teacher who has indicated a willingness to be transferred or reassigned.
 - d. Involuntary shall mean a transfer or reassignment, initiated by the Superintendent, of a teacher who has neither filed a request for same nor indicated willingness for same.

B. Voluntary Transfer and Reassignment

1. Whenever a teaching vacancy occurs in the school district, the Superintendent shall post notice of such vacancy on the office bulletin boards in each school building for at least two (2) weeks and forward a copy to the Association President. Such notice shall state the date by which applications are to be made.
2. Teachers desiring a reassignment or transfer should discuss the matter with his/her principal and formally make application for such transfer in writing to the Superintendent within the designated application cutoff date.
3. Notice of a voluntary transfer or voluntary reassignment shall be made to the individual employee, posted for a duration of one (1) week on the office bulletin boards in all school buildings, and sent to the Association, as soon as practicable after the decision is made.
4. The notice provision as stated in Article V, (1), (2) and (3) shall not apply to those days between the 30th day of June of the school year and the 1st day of school for the subsequent school year.

ARTICLE V (continued)

C. Involuntary Transfer and Reassignment

1. The Board and Association recognize that changing staff requirements may necessitate the use of involuntary transfers and reassignments. Since this situation may create strong negative emotions the Board and Association, therefore, further recognize that the best interests of the instructional program, management, and staff requires an orderly procedure for conducting involuntary transfers and reassignments.
2. An involuntary transfer shall not imply or include a reduction in compensation or rank.
3. By the first school day in May, the Superintendent shall have posted in each building and with the Association President, a tentative manpower projection notice specifying for each grade level/subject in each building the current number of active positions and the projected need for the following school year. Said notice shall not indicate teacher names nor shall it serve as notice of intent to transfer.
4. By the first school day in May, each affected grade/level/subject/building unit staff shall be notified via a written memo to each teacher of said unit of the changed staffing requirements in the unit.
 - a. Said notice shall present reasons for such change in staffing requirements;
 - b. Said notice shall list all teaching vacancies as of the date of this notice.
5. After said notice, the Superintendent shall notify in writing the teachers who will be involuntarily transferred or reassigned; and give said teachers a statement of reasons for their transfer or reassignment.
6. All teachers subject to involuntary transfer or reassignment shall be sent a notice of intent and summoned, by the Superintendent, as a group, along with their Building Principals and the Association President or his/her designee to a meeting with the Superintendent.
 - a. At said meeting each teacher shall be given a statement of reasons for their transfer or reassignment, and
 - b. Each teacher will be given the opportunity to discuss said transfer or reassignment.
 - c. At such meeting each teacher shall be given a revised list of vacancies as of that date, and
 - d. Each teacher shall be given the opportunity to submit to the Superintendent his/her preference of available vacancies, and
 - e. Each teacher shall be given the opportunity to submit a request for voluntary transfer as specified in Section B of this Article.

ARTICLE V (continued)

The Board is in no way bound by a teacher's submission of his/her preference of available vacancies and such transfers and reassignments are to be made at the discretion of the Board. However, the Board, in its final determination of such transfers and reassignments, will take into consideration the preferences and requests of the effected Staff.

7. Within one (1) week after the meeting specified in C6 above, each teacher being involuntarily transferred or reassigned shall be sent a notice of transfer or reassignment with a copy to the Association President. Such notice shall specify the assignment for the coming year and shall confirm receipt of a request for a voluntary transfer or reassignment if one was filed during the meeting specified in C6 above.
8. All teachers transferred from one building to another according to the procedures set forth in Section C of this Article, shall be granted, at the request of the teachers, one (1) day release time for the purpose of visiting the schools to which they are to be transferred.

ARTICLE VI

PREGNANCY LEAVE/CHILD-REARING LEAVE/ADOPTION LEAVE

I. Pregnancy Leave

- A. The teacher shall notify the Superintendent in writing of her pregnancy upon confirmation by her physician. Said teacher may request a pregnancy leave without pay and said leave shall be granted. The Board shall grant pregnancy leave without pay to any teacher upon request subject to the following stipulations and limitations:

The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:

1. Her teaching performance substantially declines from the period preceding pregnancy.
2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 - (a) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or
 - (b) The Board's physician concludes that she is unable to continue teaching.

If there is a disagreement between the doctors, a third neutral doctor appointed by the County Medical Society or by the two doctors themselves, can issue a final, binding opinion, or

3. Any other just cause is found to exist in N.J.S.A. Title 18A:30-1 and 42 U.S.C. Section 2000 e (k).
- B. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, set forth in N.J.S.A. Title 18A:30-1, et seq.
- C. A teacher has the right to use any and all of her sick leave benefits during her period of disability so long as medically confirmed. The Board may require an additional physical examination, at the Board's expense, to verify the previous physician's certification. If there is disagreement between doctors, a third neutral doctor appointed by the County Medical Society or by the two doctors themselves can issue a final, binding opinion.

ARTICLE VI (continued)

- D. In the event that the pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which has been requested, said teacher may apply for early reinstatement by filing a written request with the Superintendent accompanied by a physician's certificate that the teacher is medically able to resume or to continue to perform their duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such a request can be fulfilled without substantially interfering with the effective administration of the educational program to which the teacher in question was assigned and seeks to be reinstated.

II. Child-Rearing Leave

- A. No later than ninety (90) calendar days prior to the anticipated delivery date, teachers shall apply to the Board of Education for Child-Rearing leave of absence without pay. At the time of the application, the teacher shall specify in writing the date on which the teacher wishes to commence leave and the date on which the teacher wishes to return to work. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. If there is a disagreement between doctors, a third neutral doctor appointed by the County Medical Association or by the two doctors themselves, can issue a final, binding opinion.
- B. The Board of Education reserves the right to regulate the commencement and termination date of the requested leaves of absence in order to preserve educational continuity so long as there is not interference with the period of disability as determined pursuant to paragraph 1C of this Article. Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for a reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provide that such date change is not medically contraindicated. The Board may require any teacher to produce a physician's certificate in support of the requested change subject to the agreement by the Board's physician.
- C. Upon return from a pregnancy/child-rearing leave of absence, the teacher shall be reinstated in a position for which the teacher is certified if said teacher returns to such position within two (2) years from the date of commencement of said leave.

ARTICLE VI (continued)

- D. The Board is under no compulsion to continue the employment of non-tenure employees beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The pregnancy/child-rearing leave period shall not be counted for tenure purposes.
- E. The Board shall be under no compulsion to hold open the same position of a non-tenure teacher on said leave, rather the return shall be predicated on positions available on the date of return and the certification of the returning teacher.

III. Adoption Leave

A teacher planning to adopt a child shall notify the Superintendent of the planned adoption as soon as practicable. Said teacher may request adoptive leave without pay and said leave shall be granted. The leave shall become effective at a date mutually agreed upon by the Board and the teacher and shall terminate not more than two (2) years after adoption. 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. The leave provided herewith shall not be construed as sick leave or a leave of absence for medical reasons, and no sick leave benefits, either present or accumulated, shall be permitted to be utilized during said leave.

ARTICLE VII

LEAVES OF ABSENCE

A. Association Leave

Leave without pay, up to three (3) days, for two (2) representatives of the Association to attend conferences and conventions of State and Federal Affiliated Organizations is provided. Application for such leaves shall be made at least three (3) days before such leave, to the Superintendent of Schools for approval.

B. 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 Fullbright Scholarship.

C. 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.

D. 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 said service and three (3) months thereafter or three (3) months after recovery of any wound or sickness at the time of discharge. A similar leave may be granted to join him/her for the period of special training in preparation for duty overseas in combat zones.

E. 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.

F. All extensions or renewals of leaves shall be applied for in writing sixty (60) days prior to its expiration.

G. Salary Guide Adjustment

Any teacher who shall be on any leave of absence, without pay, during the course of any school year shall be adjusted on the Salary Guide upon his/her return in the following manner:

1. Teachers working less than sixty (60) school days shall receive no salary increment.
2. Teachers working sixty (60) or more school days but less than one hundred and twenty (120) school days, shall receive fifty per cent (50%) of the full salary increment.
3. Teachers working for one hundred and twenty (120) or more school days shall receive full salary increment.

ARTICLE VIII

SABBATICAL LEAVE

A. Definition

1. To take courses related to school curriculum or educational improvement deemed beneficial to the school system.
2. To take courses related to professional study, or approved research or study, at an accredited university.

B. Application for "Sabbatical Leave" of absence not to exceed one (1) year with salary, or with partial salary, or without salary to enable a teacher with seven (7) years service in the District to pursue advance 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, no later than January 31, preceding the school year such leave is to commence. The Superintendent will notify the successful applicant(s) by April 30 of each year. The January 31 deadline may be waived in those cases where, in the judgment of the Board, unusual circumstances warrant such action.
2. Sabbatical leave will be granted on seniority, which shall be first to that teacher with the greatest number of years in the School District. If two (2) or more teachers with the same number of years apply, the leave shall be granted to that teacher who, in the judgment of the Board, is the priority applicant.
3. Each application will be judged on its own merit, and if granted, the question of with salary, or with partial salary, or without 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/her professional duties for a minimum of two (2) years following the expiration of such leave. He/she 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 (1) year but less than two (2) years.

This money will be totally refunded to the Board on or before the termination date of said teacher.

ARTICLE VIII (continued)

C. General Conditions

1. Three (3) contractual teaching years must have passed since the first Sabbatical Leave for an individual to become eligible for another. Applicants who have not previously received a sabbatical will be given preference before a second is granted to an individual.
 2. A written statement attached to the application giving the purpose of the Leave shall be submitted with the application.
 3. Upon return, an applicant shall sign a statement confirming that he/she has participated in the activity to which he/she originally applied.
- D. The teacher will retain tenure, and all other rights afforded by the district during his/her absence. Any additional benefits granted to regular teachers shall automatically apply to those on Sabbatical Leave.
- E. The returning teacher shall be placed on the appropriate step of the salary guide he/she would have attained if Sabbatical Leave had not interrupted his/her service in the school district.
- F. No more than two (2) teachers may be granted Sabbatical Leave of Absence during any one (1) school year.
- G. Notwithstanding Paragraph F, above, the pay for any and all persons on Sabbatical Leave shall not exceed a total cumulative expenditure of \$20,000.00 in any one (1) school year during the duration of this Agreement.

ARTICLE IX

FACULTY-PRINCIPAL(S) AND DISTRICT LIAISON MEETINGS

The principal(s) of each school in the district shall meet with his/her faculty once a month in a sincere effort to resolve matters of faculty concern.

Prior to meeting with the principal(s), the faculty at the call of the Building Representatives may meet to confer upon the value or importance of such matters to be presented for discussion with the principal(s).

The monthly meeting will be announced no later than two (2) weeks in advance and it is suggested that the principal(s) and faculty mutually agree in September upon a regular day per month to hold the meeting not in conflict with Association meetings.

The Building Representatives will select a faculty member to record the minutes. Copies of the minutes shall be submitted to the Association President, the Superintendent, and the President of the Board of Education, for future reference. A copy of these minutes shall be posted in the faculty room(s) for reading.

The President of the Association and the Superintendent of Schools or a member of the Board of Education may attend any monthly meeting, if so desired, specifically in a non-dominant capacity.

It is expected that the concerns be genuinely considered and that resolutions of the concerns be readily acted upon or administered.

A district liaison committee shall meet monthly unless cancelled by mutual consent and shall be comprised of the following:

1. Two representatives of the Board
2. Superintendent of Schools
3. President of the Mount Holly Education Association
4. Building Representatives from each building
5. Principal(s) from each building
6. In addition to persons listed, either side may have additional representatives as needed.

The purpose of this council will be to consider all concerns referred from each Faculty-Principal meeting which were not resolved mutually at that level. Dates of such meetings shall be established early in the school year and be announced by the Superintendent of Schools. Minutes at such meetings may be recorded by both or either group. The Board of Education Negotiations Chairman shall act as moderator.

ARTICLE X

PROFESSIONAL DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end.

B. Application

1. List of duties not performed by teachers:

- 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 by the Superintendent or his designee, shall be permitted to drive students.

3. Teachers in grades kindergarten through four shall have one (1) hour uninterrupted duty-free lunch each day.

C. Role of Professional Staff in Aides Program

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

ARTICLE XI

SALARIES

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

1. Burlington County School Employees Federal Credit Union.

Twenty (20) equal pay checks distributed throughout the ten (10) working months with a deduction, specified by each individual, to be deposited in the Burlington County School Employees Federal Credit Union. This amount may be changed at any time with prior notification.

2. Twenty-four (24) equal pay checks distributed throughout the twelve (12) months with a deduction specified by each individual, to be deposited in the Burlington County School Employees Federal Credit Union. This amount may be changed at any time with prior notification.

3. The same plan as Plan 1 above with no deductions.

4. The same plan as Plan 2 above with no deductions.

B. A schedule of pay dates shall 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.

C. Longevity Increment

In addition to the salary set forth in each guide, teachers with fifteen (15) or more years of employment in the district shall receive during the 1987-1988 and 1988-1989 contract periods, a longevity increment as follows:

	<u>1987-1988</u>	<u>1988-1989</u>
15-19 years in the district.....	\$ 700.00	\$ 980.00
20-24 years in the district.....	\$ 850.00	\$ 1,130.00
25-29 years in the district.....	\$1,100.00	\$ 1,380.00
30 or more years in the district.....	\$1,300.00	\$ 1,580.00

Longevity payments shall be made on a pro-rated basis beginning on the first day of the anniversary date.

MOUNT HOLLY TOWNSHIP PUBLIC SCHOOLS

1987-88 TEACHER SALARY GUIDE

<u>STEP</u>	<u>DEGREE</u>	<u>+15</u>	<u>+30</u>	<u>MASTERS</u>	<u>+15</u>
1	20,307	20,661	20,728	21,720	21,888
2	20,557	20,911	20,978	21,970	22,138
3	21,049	21,402	21,569	22,462	22,629
4	21,782	22,135	22,302	23,195	23,362
5	22,758	23,111	23,279	24,171	24,339
6	23,745	24,098	24,265	25,158	25,325
7	24,882	25,236	25,403	26,295	26,463
8	25,704	26,057	26,225	27,117	27,284
9	27,308	27,662	27,829	28,722	28,889
10	29,374	29,728	29,895	30,788	30,955
11	34,506	34,856	35,024	35,928	36,098

1988-1989 TEACHER SALARY GUIDE

<u>STEP</u>	<u>DEGREE</u>	<u>+15</u>	<u>+30</u>	<u>MASTERS</u>	<u>+15</u>
1	21,070	21,430	21,600	22,520	22,680
2	21,320	21,680	21,850	22,770	22,930
3	21,570	21,930	22,100	23,020	23,180
4	22,700	23,060	23,230	24,150	24,310
5	23,650	24,010	24,180	25,100	25,260
6	24,650	25,010	25,180	26,100	26,260
7	25,700	26,060	26,230	27,150	27,310
8	26,980	27,340	27,510	28,430	28,590
9	28,251	28,611	28,781	29,701	29,861
10	30,400	30,760	30,930	31,850	32,010
11	36,826	37,186	37,356	38,276	38,436

Those moving from Step 10 in 1986-1987 to Step 11 in 1987-1988 will receive Step 11 of 1986-1987 Guide in September, and move to Step 11 of 1987-1988 Guide on February 1, 1988.

Those moving from Step 10 in 1987-1988 to Step 11 in 1988-1989 will receive Step 11 of the 1987-1988 Guide in September and move to Step 11 on the 1988-1989 Guide on February 1, 1989.

ARTICLE XII

HEALTH CARE BENEFITS

- A. The Board shall pay the full costs of a one dollar (\$1.00) deductible full family prescription plan.
- B. The Board shall pay full Hospitalization and Medical Surgical coverage as provided under the State Health Benefits Program for all teachers. Any teacher who may in the future subscribe to a Health Maintenance Organization Plan, in accordance with State and/or Federal Law, in lieu of the above plan, may do so, however, the Board of Education shall pay only the premium and the dollar amount of the plan previously subscribed to.
- C. The Board shall pay a maximum of \$35,000.00 toward the full cost of a dental plan covering the teaching employees, and their families, for the 1987-1988 and 1988-1989 fiscal years.
- D. The insurance coverage as set forth above shall be contingent upon proper employee enrollment in the programs and shall commence on the date of enrollment.

ARTICLE XIII

EXTRA CURRICULAR

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

1987-1988

Director \$12.00 per hour

Assistant \$11.50 per hour

1988-1989

Director \$12.50 per hour

Assistant \$12.00 per hour

All extra curricular payments shall be paid in one (1) separate check per activity.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is an allegation that there has been a breach, misinterpretation or improper application of the terms of the Agreement; or a claimed violation, misinterpretation, or mis-application of rules or regulations, existing policies, or administrative decisions that affect the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "grievance" and the procedure relative thereto, shall not be deemed applicable to the failure or refusal of the Board to renew the contract of the non-tenure employee.
4. A "party in interest" is a 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 the terms of the Agreement.
3. Before a formal grievance is initiated, it is agreed that, whenever possible, it shall have been discussed and resolved through the procedure(s) covered under Article X 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 twenty (20) calendar 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

ARTICLE XIV (continued)

end of the school year, the time limits set forth herein may be reduced so 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/her principal or immediate supervisor, 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 after said discussion as contained in Part B, #2, of this article, or ten (10) days after knowledge of the events if no informal discussion is held.
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 ten (10) school days, he/she shall set forth the complaint in writing to the principal. The principal shall communicate his/her decision to the teacher and the Association in writing within ten (10) school days of the receipt of the written complaint.

The grievant shall specify the following in his/her written complaint:

- a. The nature of the grievance
 - b. The result of the previous discussions at Level I
 - c. The reason for dissatisfaction with the previous determination
 - d. The remedies sought
 - e. The Agreement provision or the Board policy alleged to have been violated.
6. Level III - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, he/she shall within ten (10) 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 ten (10) school days after receipt of the grievance. 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/her grievance at Level III, he/she should, within ten (10) school days after receipt of the Superintendent's decision, submit it to the Board of Education in writing. The Board shall review the grievance, hold a hearing with the aggrieved person as requested, and render a decision within twenty (20) school days after the date of the hearing.
8. Level V
 - a. If the aggrieved person is not satisfied with the disposition at Level IV, or if no decision has been rendered by the Board within twenty (20) school days after the date of the hearing with the Board, he/she shall request in writing within fourteen (14) school days that the Association submit the grievance to

ARTICLE XIV (continued)

arbitration; a copy of such request shall be forwarded to the Superintendent. 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. Failure to act within the prescribed time periods shall constitute an abandonment of the grievance. 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/her grievance by the Executive Committee of the Association.

- b. Within ten (10) schools after such written notice of submission to arbitration, the Board and the grievant or his/her designee 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 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/her 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/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 of the services of the arbitrator including per-diem expenses, if any, and actual 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 Representations

1. Any teacher may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by one 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.

ARTICLE XIV (continued)

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, or 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 communications, 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 XV

TEACHERS' RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. (The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere).

B. Just Clause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to grievance procedure herein set forth.

C. Required/Requested Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his designee, Board, or any Committee, Member, Representative or Agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

Whenever any teacher requests a meeting with the Superintendent or his designee, Board, or any Committee, Member, Representative or Agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE XVI

TEACHER ASSIGNMENT

A. Notification - Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building and room assignments for the forthcoming year not later than the closing of school in June.

B. Traveling Teachers

Teachers who are assigned to more than one school shall be notified of any changes in their schedules as soon as practicable.

C. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day, shall be reimbursed for such travel at the rate of twenty cents (20¢) per mile.

ARTICLE XVII

SICK LEAVE

A. Sick Leave

1. As of September 1, 1976, all teachers employed shall be entitled to ten (10) sick 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 teacher exhausts the regular and/or accumulated sick leave allowance and has exceeded the number of absences authorized in Section (1) above, the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for any such length of time as may be determined by the Board in each individual case. A day's salary is defined as 1/200th of the annual salary.
3. 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.
4. 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.
5. All tenure teachers as of June 30, 1976 shall receive an additional five (5) bonus days for each fifty (50) days of accumulated sick leave. Once the additional five (5) days have been accrued, no further accrual shall be credited to any such leave until such time as the accrued sick days at the end of any school year shall reach the next plateau, i.e. 100, 150, 200, 250, 300. Bonus days shall not be used in the accrual process.

Example:

End of 1974-75	50....5
for 1975-76	+10
End of 1975-76	<u>60</u>
for 1976-77	+10
	<u>70</u>
Used in 1976-77	-30
End of 1976-77	<u>40</u>
for 1977-78	+10
End of 1977-78	<u>50</u>
for 1978-79	+10
End of 1978-79	<u>+60</u>
for 1979-80	+10
End of 1979-80	<u>70</u>
for 1980-81	+10
End of 1980-81	<u>80</u>
for 1981-82	+10
End of 1981-82	<u>90</u>
for 1982-83	+10
End of 1982-83	<u>100....5</u>

Example continued:

End of 1982-83	100.....5	
for 1983-84	+10	
End of 1983-84	<u>110</u>	and 10 Bonus days
for 1984-85	+10	
End of 1984-85	<u>120</u>	
for 1985-86	+10	
End of 1985-86	<u>130</u>	
for 1986-87	+10	
End of 1986-87	<u>140</u>	

ARTICLE XVII (continued)

6. For purposes of sick day accumulation, when a teacher leaves early due to sickness, sick leave days shall be deducted as follows:
 - a. Before 11:00 A.M., full day
 - b. After 11:00 A.M., one-half ($\frac{1}{2}$) day

B. Payment For Unused Sick Leave

1. Upon retirement from the district, a teacher who has been employed for at least fifteen (15) years in the district shall be eligible for payment for unused sick leave accumulated in the district.
2. To be eligible for payment by June 30, a teacher must notify the Board in writing of his intentions to retire on or before January 1 of the school year in which retirement is to occur.
3. If it becomes necessary for a teacher to retire for unforeseen emergent circumstances arising after January 1 and before June 30, and money is available in the fund, the retiree shall receive payment after notifying the Board in writing of the reason. If the fund is depleted, said teacher will receive priority for the following year as of the chronological filing for same.
4. Teacher shall be paid \$30.00 per accumulated unused sick day.
5. The Board's maximum allocation in each fiscal year shall be up to \$15,000.00. In the event the total allocation is not needed in any given year, the Board will be required to allocate only the amount actually payable.
6. Payments to retirees shall be made on June 30th of the last year of employment as long as the fund is not depleted. Should the allocated amount (\$15,000.00) be depleted in any given year, those eligible employees who have not been paid shall be given priority status in all subsequent years. This includes those applying between January 1 and June 30 as stated in #3 above. These payments will be processed as of July 1 of the following year.
7. Should the number of retirements in any given year result in exceeding the allocated amount (\$15,000.00), and in the event of equal time of notice, teacher seniority within the district will determine priority in the year of retirement.
8. There shall be no pro ration of retirement payments. Retirees with priority shall receive full payments due, and other applicants shall be given priority for full payment in the next year's fund.

ARTICLE XVIII

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

Personal leave for four (4) days per year are provided for bona fide business of a personal nature which requires absence during school hours. Unused Personal Leave days will become cumulative as Sick Leave days at the end of the school year: one day for each two days not taken (one (1) day for two (2) or three (3) unused days, two (2) for four (4) unused days only). No half ($\frac{1}{2}$) days are applicable in any way.

2. Professional Growth

Teachers may 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.

3. Death in Immediate Family

Up to five (5) days at any one time in the event of death of mother, father, wife, husband, child, legal ward, brother, sister, grandparents, grandchildren, and mother and father-in-law, son and daughter-in-law, will be granted.

4. 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 "3" above.

5. Marriage

Up to five (5) days shall be granted for marriage.

6. Court Appearance

A teacher who is required to be present at a legal proceeding because he/she is required to serve as a member of the jury or has been subpoenaed as a witness to render testimony, shall receive full pay for such days, less the remuneration received for such service.

ARTICLE XVIII (continued)

7. Temporary Military Leave

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves of 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/her regular pay and the amount of pay which he/she received from State or Federal Government when his/her salary as a teacher is the higher amount.

8. On-the-Job Injury

Whenever any teacher is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the Board will pay the full salary or wages for this period of such absence up to one (1) 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 18A:30-2.1. Any amount of salary or wages 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.

9. Emergency Leave

Leave shall be permitted without loss of pay in cases not covered by the above-named rules, when the causes of such 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.

ARTICLE XIX

REDUCTION IN FORCE FOR TENURED TEACHERS

- A. The Board and the Association agree that reduction in force shall be accomplished in accordance with the provisions of Title 18A of the New Jersey Laws and other applicable laws and regulations.
- B. Nothing contained herein shall be construed to deny or restrict any rights a teacher may have under these New Jersey Laws and Regulations.
- C. If a reduction in force becomes necessary, the Board shall notify all affected employees and the Association as soon as practicable, but not less than sixty (60) days prior to the lay-off.
- D. Tenure teachers on lay-off status:
 - 1. Shall be placed on a preferred list of eligibility for recall in order of seniority. Said list shall be presented to the Association President.
 - 2. Shall have an appropriate notice of reduction in force placed in their file.
 - 3. All tenured teachers involved in a Reduction in Force shall, upon their request, be placed on the substitute list and shall be given priority for call-in over the normal substitute list. Said priority shall exist only for the duration of this Agreement.
 - 4. Shall have notices of applicable vacancies sent by registered mail.
 - 5. Shall terminate their preferred eligibility by failing to accept employment when offered or if accepted, by failure to report to work when required.
- E. Tenured teachers recall status:
 - 1. Recalled teachers shall be placed on the appropriate step of the salary guide. These teachers will be advanced one step on the salary guide from their position on the guide from the time of RIF.
 - 2. Sick leave acquired at the time of RIF shall be restored.

ARTICLE XX

TUITION REIMBURSEMENT

The Board shall provide a tuition reimbursement program for the 1987-1988 and 1988-1989 school years. The Board shall fund a maximum of \$4,000.00 toward such program annually. Teachers must apply, in writing, for participation in this plan by submitting their requests to the Superintendent for approval three (3) months prior to the first meeting of the course. Participants must earn a grade of A or B in the approved course(s).

Eligible Teachers shall be reimbursed a maximum of \$400.00 per year per teacher. Where the number of participants is such that the total of the reimbursements exceed the maximum funded, reimbursement shall be on a first come, first serve basis.

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 herein 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 with the other party, only the Association President, or the Board Secretary shall correspond, 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 08060
 2. If by the Board: President
Mount Holly Township Education Association
Mount Holly Township Schools
Jacksonville Road
Mount Holly, New Jersey 08060
- E. Whenever any correspondence is directed from the Board to the Association, copies of said correspondence shall be forwarded to the Negotiations Chairperson and the Grievance Chairperson. When correspondence is directed from the Association to the Board, copies of said correspondence shall be forwarded to the President of the Board, the Superintendent, and the Board Negotiating Team.

For the purposes of this Agreement, all time limitations shall begin upon receipt of the correspondence by either the Board Secretary or the Association President.

ARTICLE XXI (continued)

- F. 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.
- G. All business conducted on behalf of the Association, relating to negotiations, will be conducted outside the hours designated as the normal school day.
- H. This Agreement represents and incorporates the complete and final understanding of settlement by the parties on all bargainable issues which were or could have been subject to negotiations.

ARTICLE XXII

DURATION OF AGREEMENT

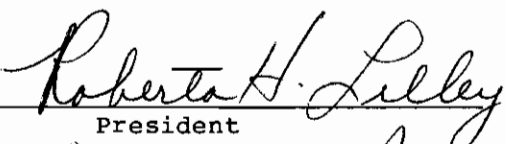
- A. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1989.

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

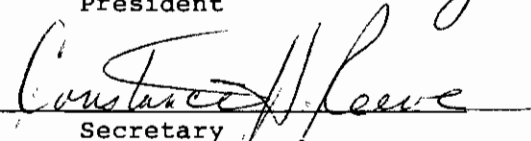
- B. The Parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974. Such negotiations shall begin not later than that as directed by statute.

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 thereon.

**MOUNT HOLLY TOWNSHIP
EDUCATION ASSOCIATION**




President



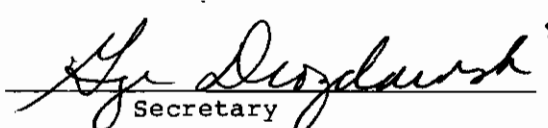
Secretary

Dated 11-18-87

**MOUNT HOLLY TOWNSHIP
BOARD OF EDUCATION**



President



Secretary

Dated 11-19-87