

4-0010
03-23

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION

Dated 21 April 1971

1971-72

TABLE OF CONTENTS

- I. Recognition
- II. Grievance Procedure
- III. Sick Leave
- IV. Leaves of Absence (with pay)
- V. Leaves of Absence (without pay)
- VI. Sabbatical Leaves
- VII. Hospitalization Payments
- VIII. Lunchroom-Playground Aides
- IX. Extra-Curricular Compensation
- X. Teacher - Administration Liaison
- XI. Salaries
- XII. Association Privileges
- XIII. Miscellaneous Provisions
- XIV. Duration of Agreement

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.
- D. This recognition shall not impair the rights of any employees or group of employees under Section 19, Article I, of the New Jersey Constitution.

ARTICLE II.

GRIEVANCE PROCEDURE

- A. DEFINITION
1. Type of Grievance
 - a. A "Type A" grievance is a claim based upon the interpretation, meaning, or application of any of the provisions of this agreement and may be processed through Level V.
 - b. A "Type B" grievance is a claim based upon the interpretation, meaning, or application of provisions not covered in this agreement and shall terminate at Level IV. This shall not negate individual rights guaranteed by law.
 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, provided the adjustment is not inconsistent with terms 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. 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.

3. 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.
4. 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.

5. 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 twenty (20) school days. "Type B" grievance shall terminate at this level.
6. Level V - In the event that a "Type A" grievance cannot be resolved by both parties arbitration may be considered, if mutually acceptable.

The cost for the services of the arbitrator, including per diem expenses, if any, and the 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 III.

SICK LEAVE

- A. As of September 1, 1971, 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.
- B. When a non-tenure teacher has exhausted the regular and/or accumulative sick leave allowance as authorized in Section A 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.
- C. When a tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section A 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.
- D. 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.
- E. 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.

ARTICLE IV.

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).

- A. Personal Leave - Four (4) days per year are provided for bonafide business of a personal nature which requires absence during school hours. Personal Leave days are not cumulative.
- B. Religious Holidays - Leave shall be granted for personal observance of religious holidays as prescribed in the Commissioner of Education's annual listing.
- C. 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.
- D. 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.
- E. 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 "D" above.
- F. Marriage - Up to three (3) days shall be granted for marriage.
- G. 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.
- H. 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.

- I. 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 the 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 & Workmen'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.

- J. 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.

ARTICLE V.

LEAVES OF ABSENCE
(without pay)

- A. 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.

As maternity leave is not applicable to non-tenure teachers, "Termination of Contract" shall be substituted for "Maternity Leave" whenever this policy is applied to a teacher not under tenure.

- B. 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.
- C. Special Leave - Leave without pay, for one (1) full school year, shall be granted by the Board to tenure teachers for reasons of personal or family health, study, travel, or for meritorious reasons of value to the school system.

ARTICLE VI.

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:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. No more than 3% of the teachers may be granted sabbatical leave of absence during any one school year.

ARTICLE VII.

HOSPITALIZATION PAYMENTS

The Board shall pay up to, but not exceeding, the sum of \$240 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 1971-1972 school year.

The Board and the Association, in their negotiations for a 1972-1973 Agreement, will consider movement toward full-family Hospitalization coverage. However, this provision and the resulting costs will be evaluated as it applies to the Association's total proposed package at that time.

ARTICLE VIII.

AIDES - LUNCHROOM-PLAYGROUND SUPERVISION

The Board shall continue the Aides Program for lunchroom and playground supervision for the 1971-1972 school year, beginning with the first day of school and ending on the last day of school.

Discipline problems shall be referred by the Aides to the Administration.

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

ARTICLE IX.

EXTRA-CURRICULAR COMPENSATION

Teachers shall be reimbursed at the rate of \$3.50 per hour for those in charge of program, and \$3.00 per hour for assistants.

ARTICLE X.

TEACHER-ADMINISTRATION LIAISON

Local School Council

The Association shall select a Liaison Committee for each school building. This committee shall meet with the Principal (s) at least once a month during the school year to discuss mutual concerns. Said committee shall consist of not more than seven (7) teachers in the assigned school, but shall in no event have less than three (3) members.

District Council

The Association representatives shall meet with the Superintendent of Schools at least once a month during the school year to review and discuss areas of mutual concern.

ARTICLE XI.

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>
1.00	1	\$ 7,200	\$ 7,400	\$ 7,550	\$ 7,700	\$ 8,000
1.04	2	7,496	7,696	7,846	7,996	8,296
1.08	3	7,792	7,992	8,142	8,292	8,592
1.15	4	8,310	8,510	8,660	8,810	9,110
1.20	5	8,680	8,880	9,030	9,180	9,480
1.25	6	9,050	9,250	9,400	9,550	9,850
1.30	7	9,420	9,620	9,770	9,920	10,220
1.35	8	9,790	9,990	10,140	10,290	10,590
1.40	9	10,160	10,360	10,510	10,660	10,960
1.50	10	10,900	11,100	11,250	11,400	11,700
1.62	11	11,788	11,988	12,138	12,288	12,588

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 Disability 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.

ARTICLE XII.

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.

ARTICLE XIII.

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.
- B. If any provision of this agreement or any application of this agreement is held to be contrary to law, then such provision of 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 XIV.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972.

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

President

President

Secretary

Secretary

Date _____

Date _____