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AGREEMENT

1976 - 1978

MOUNT EPHRAIM BOARD OF EDUCATION

AND

MOUNT EPHRAIM EDUCATION ASSOCIATION

*Camden County*

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PREAMBLE

This Agreement entered into this ~~first day of December, 1975~~ by and between the Board of Education of the Borough of Mount Ephraim, New Jersey, hereinafter called the "Board", and the Mount Ephraim Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

1:1 Pursuant to Chapter 303, Laws of 1968, State of New Jersey, known as the "New Jersey Employer-Employee Relations Act", the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full-time certificated personnel under contract to the Board as included herein:

- a. Classroom and Special Teachers
- b. Nurse

but excluding:

- a. Administrative Principal
- b. Administrative Secretary
- c. Secretary of the Board
- d. All other employes of the Board not enumerated in the unit described above.

1:2 Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employes represented by the Association in the negotiating unit as above defined, and reference to employes shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE 2

NEGOTIATION PROCEDURE

2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on matters concerning the terms and conditions of teacher employment. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

- 2:2 During negotiations, the Board and the Association shall present relevant data, exchange points of view, and may make proposals and counter proposals.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:4 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:5 Pursuant to Chapter 303, Public Laws 1968, State of New Jersey, modifications of existing work rules shall be negotiated with the majority representative.
- 2:6 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 3

GRIEVANCE PROCEDURE

- 3:1 Definition
- 3:1.1 A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication or a violation of Board Policy, this Agreement, or an administrative decision adversely affecting him. A grievance, to be considered under this procedure, must be initiated by the teacher within fifteen (15) days of the time the teacher knew or should have known of its occurrence.
- 3:1.2 As used in this Article, the term "teacher" shall mean (a) an individual employe, or (b) group of employes having the same grievance.
- 3:1.3 It is agreed by both parties that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.
- 3:1.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employe to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- 3:1.5 It is understood that employes shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3:1.6 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 be extended by mutual agreement.
- 3:2 Rights of Teachers to Representation
- 3:2.1 Any aggrieved person may be represented at all formal stages of grievance procedure by himself, or at his option, by representatives selected or approved by the Association.
- 3:2.2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance, and shall receive a copy of all decisions rendered.
- 3:3 Procedure
- 3:3.1 Level One - Any employe who has a grievance shall discuss it first with his Principal in an attempt to resolve the matter informally at this level.
- 3:3.2 Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within fifteen (15) school days, he may set forth his grievance in writing to his Principal on the grievance forms provided. The Principal shall communicate his decision to the teacher in writing within thirty (30) calendar days of receipt of the written grievance.
- 3:3.3 No claim by a teacher shall constitute a grievable matter beyond the Administrative Principal or be processed beyond the Administrative Principal if it pertains to:
- a. Any matter for which a detailed method of review is prescribed by law.
  - b. Any rule or regulation of the State Commissioner of Education.
  - c. Any policy of the Board of Education.
  - d. Any matter which according to law is beyond the scope of Board authority or limited to Board action alone.

- e. Any complaint of a non-tenure teacher which arises by reason of his not being employed.
- f. Or a complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is not possible or not required.

3:3.4 Level Three

If the employe is dissatisfied with the decision of the Administrative Principal, and if the grievance pertains to a violation of this Agreement between the Board and the Association, the employe may request the appointment of an arbitrator. Such requests shall be forwarded to the Administrative Principal no later than two (2) weeks after the decision in writing by the Administrative Principal.

- 3:3.5 A teacher, in order to process his grievance beyond Level Two must have his request for such action accompanied by the written recommendation for such action by the Association.

3:4 Procedure for Securing the Services of an Arbitrator

- 3:4.1 The following procedure will be used to secure the services of an arbitrator:

3:4.2 A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:4.3 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3:4.4 If the parties are unable to determine within ten (10) school days of the intitial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

3:4.5 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any Policy of the Board. The findings of the arbitrator shall be binding to the parties. Only the Board and the Aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

3:5 Contents of Forms

- 3:5.1 When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss, or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) relief sought.

ARTICLE 4

TEACHER RIGHTS

- 4:1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employe of the Board included in the unit as set forth under Article 1 shall have the right freely to organize, join and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States.
- 4:2 Unless a just cause appears, no teacher shall be disciplined or have his increment or raise withheld. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is about to be taken by the Board.
- 4:3 Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- 4:4 Teachers shall maintain the right and responsibility to determine grades within the grading policy of the Mount Ephraim School District, based upon his professional judgment of available criteria, pertinent to any subject area to which he is responsible. No grade shall be changed without consultation with the teacher.
- 4:5 The parties mutually agree that insofar as possible, and in accordance with law, criticism of either party to the contract by the other will occur privately.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Board agrees to make available to the Association a current register of certificated personnel, minutes of all public Board meetings, the names and addresses of all teachers, and shall make available to the Association such other public information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

- 5:2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- 5:3 The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the Principal or his designee shall be required. Such permission shall not be withheld unreasonably. No such equipment shall be removed from school property. The Association will pay for any damage incurred and for supplies used.

#### ARTICLE 6

##### WORK YEAR

- 6:1 Prior to March 1 annually, the Association shall meet with the Administrative Principal and submit to the Board, through the Administrative Principal, its recommendations for the calendar for the ensuing school year.
- 6:2 The Board in determining said school calendar shall consider the recommendations of the Association prior to the adoption of the official calendar.
- 6:3 The in-school work year for teachers employed on a ten-month basis (other than new personnel, who may be required to attend additional orientation days) shall not exceed one hundred eighty-five (185) days.
- 6:4 The in-school work year shall include days when pupils are in session, orientation days, and any other days when teachers' attendance is required.

#### ARTICLE 7

##### TEMPORARY LEAVE OF ABSENCE

- 7:1 As of the beginning of the 1972-73 school year, teachers shall be entitled to non-accumulative leave of absence with full pay up to a maximum of two (2) days in any contract year. Teachers shall use personal days only for business that cannot be conducted outside the normal teaching day.
- 7:2 At least forty-eight (48) hours notice shall be given in requesting a personal day to the Principal. Lacking such notice, the absence will be considered unauthorized, and teacher's pay will be deducted at a daily rate of 1/200 of the annual salary. Deductions of salary will be waived in case of extreme emergency.



- 7:3 Personal days will not be granted the day immediately preceding or following a vacation, except for court appearance.
- 7:4 The Administrative Principal, in the best educational interest of the school district, is empowered to deny or defer any request for the above days.
- 7:5 Up to five (5) calendar days may be granted for death in the immediate family, husband, wife, children, father and mother, and up to three (3) calendar days for other members of the same home, brothers, sisters and immediate in-laws.
- 7:7 Other leaves of absence may, upon the recommendation of the Administrative Principal, be granted by the Board.

ARTICLE 8

TEACHER EMPLOYMENT

- 8:1 Certification - The Board agrees to hire as teachers only those individuals from whom they can obtain a valid teaching certificate.
- 8:2 Placement and Salary Schedule - Each teacher shall be placed on the proper step of the salary schedule as of the beginning of the 1972-73 school year. Any teacher employed on or before February 1 of any school year shall be granted a full year's increment the following year. Individuals employed after February 1 shall not be granted increment credit.

ARTICLE 9

INSURANCE PROTECTION

- 9:1 As of the beginning of the 1972-73 school year, the Board agrees to provide the health-care insurance protection designated below. The Board shall pay the full premium for each employe. As of the beginning of the 1973-74 school year, the Board agrees to pay eighty percent (80%) of the health-care protection for the dependents of all employes enrolled in the New Jersey Public and School Employes Health Benefits Act.
- a. Blue Cross
  - b. Blue Shield
  - c. Rider "J"
  - d. Major Medical
- 9:2 The Board shall provide for the continuation of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, provided that the retiree shall pay his own premium.

ARTICLE 10

TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

- 10:1 No later than April 1 of each school year, the Administrative Principal shall make available to the Association and post in all school buildings a list of known unfilled positions, which he expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of May 1 and June 1.
- 10:2 Teachers who desire a change in grade and/or subject assignments or who desire to transfer to another building may file a written statement of such desire with the Administrative Principal not later than May 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference. The final decision pertaining to assignments rests with the Administrative Principal. Upon reaching his decision, the Principal shall notify the employe involved.
- 10:3 As soon as practicable, and no later than fourteen (14) calendar days prior to the scheduled end of school, the Administrative Principal shall post in each school and make available to the Association President, a system wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Administrative Principal or his designee will be held.

ARTICLE 11

SICK LEAVE

- 11:1 As of September 1, 1972, 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 whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 11:2 Previously accumulated unused sick leave days, accumulated in Mount Ephraim Schools, shall be reinstated upon a teacher's return to the school system.

ARTICLE 12

PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT

- 12:1 The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which a teacher is required by the Board to take, except for certification purposes.

- 12:2 Mileage shall be paid at the rate of twelve cents (12¢) per mile for travel authorized in advance by the Administrative Principal.
- 12:3 A tuition refund of up to \$200 annually shall be paid to tenure teachers, upon completion of courses for educational improvement.

ARTICLE 13

SALARIES

- 13:1 The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached hereto and made part hereof.
- 13:2 Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, on the fifteenth and last day of the month, with the following exceptions:
- a. In December, on the fifteenth and last day prior to the Christmas vacation.
  - b. In June, on the fifteenth and last day teachers are in attendance.
- 13:3 Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on or about July 15. These funds shall include interest when interest-bearing accounts are available.
- 13:4 When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
- 13:5 Teachers shall receive their final pay checks provided they have completed all professional responsibilities.
- 13:6 Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.
- 13:7 The Board of Education may withhold the salary raise and/or increment of any teacher upon recommendation of the Administrative Principal in accordance with and governed by New Jersey Law (RS18A:29-14)
- 13:8 Prior teaching experience, related educational experience, or military service credit shall be negotiated individually with new employes. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

ARTICLE 14

CLASS SIZE

- 14 The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes as specified by the New Jersey State Department of Education represent desirable goals.

ARTICLE 15

MISCELLANEOUS PROVISIONS

- 15:1 This Agreement shall be construed as though it were a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 15:2 If any provision of this Agreement, or any application of this Agreement to any employe or group of employes is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted in full force and effect.
- 15:3 Copies of this Agreement shall be reproduced at the mutual expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers employed.
- 15:4 The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- 15:5 It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- 15:6 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses: If by the Association, to the Board at Administrative Offices, Raymond W. Kershaw School, Mount Ephraim, New Jersey, 08059. If by the Board to the Association, at the school address of the Association President or home address of the Association President during the months of July and August, which shall be filed with the Secretary of the Board.

16:1 This Agreement shall be effective as of July 1, 1976, except as herein provided, and shall continue in effect through June 30, 1978, subject to the Association's right to begin negotiating over a successor Agreement on or before October 1, 1977. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date. However, the Association shall have the right to reopen the contract for negotiations of salary schedules for the 1977-78 school year. Such negotiations shall begin no later than October 1, 1976.

16:2 In witness thereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their Corporate Seals to be placed hereon, all on the day and year first written above.

Mount Ephraim Education Association

by Mary Louise Hirshmilller  
President, Mary Louise Hirshmilller

by Eileen D. Campanell  
Secretary, Eileen D. Campanell

Mount Ephraim Board of Education

by James C. Craig  
President, James C. Craig

by Dorothy M. Earnest  
Secretary, Dorothy M. Earnest

APPENDIX "A"

SALARY SCHEDULE

Professional Employes (Teachers)

Effective July 1, 1976

<u>Year of Employment</u>	<u>Bachelor's Degree or 128 credits</u>
1	\$ 9,800
2	10,200
3	10,600
4	11,000
5	11,400
6	11,800
7	12,200
8	12,600
9	13,000
10	13,400
11	13,900
12	14,400
13	14,900
20	15,000
25	15,300

Employment Increment - \$400 per year 1 to 10 years  
\$500 11 to 13 years  
\$100 additional at 20 years  
\$300 additional at 25 years

Additional compensation above base amount for advanced degrees or credits:

Bachelor's plus 30 Graduate Credits .....\$ 300  
Master's Degree ..... 600  
Master's plus 30 Graduate Credits ..... 1,200  
Earned Doctorate or Master's plus 60 Graduate Credits 1,800

All prior experience in public schools is creditable, and up to four (4) years military service.

This schedule applies to all full-time certificate personnel except those holding emergency certificates.

Contracts will be issued to all teachers. A sixty (60) day clause is to be written into all contracts for the termination of a teacher's services. Teachers under tenure will also be required to notify the Board of Education at least sixty (60) days in advance of their desire to leave the school district.

Substitute salary is to be \$22 per day for short term, and \$25 per day after ten (10) consecutive days.

Teachers employed in after-school athletic programs will receive \$500 in addition to their regular salary.

The Director of the School Safety Patrol Program will receive \$250 in addition to regular salary.