

# **AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF THE TOWNSHIP OF MOUNT HOLLY  
BURLINGTON COUNTY**

**AND**

**MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION**

**JULY 1, 2004 through JUNE 30, 2007**



## **PREAMBLE**

This Agreement is effective the first day of July,2004 between the Board of Education of the Township of Mount Holly, Burlington County, New Jersey (hereinafter called the "Board") and the Mount Holly Township Education Association (hereinafter called the "Association").

## **NON-DISCRIMINATION STATEMENT**

The Mount Holly Township Public Schools and the Mount Holly Township Education Association do not discriminate based on sex, race, religion, ancestry, national origin, marital status, handicap, age, life style, or for service in the Armed Forces of the United States.

## 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 and non-certificated personnel under contract, or on leave, as listed below:

1. Teachers
2. Nurses
3. Librarians
4. Special Services Personnel
5. Custodians/Maintenance
6. Cafeteria/Playground Assistants
7. Teacher Assistants (Kindergarten, Bilingual, Library, and Special Education, and any other person hired to assist any classroom teacher)
8. All Secretaries excluding:
  - a) Executive Secretary to the Superintendent
  - b) Executive Secretary to the Business Administrator / Board Secretary
  - c) Payroll Secretary
  - d) Accounts Payable Secretary
  - e) Substitutes
9. Attendance Officer
10. Technology Coordinator

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined and references to male employees shall include male and female.

C. Full-time and Part-time Employees - the term "full-time" employee shall refer to those regularly employed persons working a minimum of twenty-five (25) hours per week. The term "part-time" employee shall refer to those regularly employed persons working less than twenty-five (25) hours per week.

D. 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.

E. 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 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 unit employees, be reduced to writing, and upon ratification by the Board and the Association shall be signed by the Board and the 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.

#### C. The terms of the special education teacher assistants' agreements will be year to year based on special education needs.

## **ARTICLE III**

### **ASSOCIATION PRIVILEGES**

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal work 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 should not withhold such approval arbitrarily. This paragraph does not preclude the building principal from granting prior approval of 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 equipment 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 normal school operations.
- 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 (teachers only) and lunch periods to perform functions concerning their Association duties, unless otherwise assigned to another duty. 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 any emergency requiring any personnel to miss 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 of the district class size, number of specialists, annual fiscal reports and audits, tentative budgetary data, agendas and minutes of all Board meetings; census data, individual and group health insurance premium, and names and addresses of all employees and other information as deemed necessary by the Superintendent and the Association President.

### **ARTICLE III (continued)**

#### **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**  
**WORKING HOURS**

**A. TEACHERS**

1. All staff shall indicate their presence at the start of the workday by initialing the approved staff "Sign-in" sheet.
2. Teachers will be required to report to work at least fifteen minutes prior to the opening of school for the pupil's school day and the teachers shall be permitted to leave twenty minutes after the close of the pupil's school day.
3. Teachers leaving the school grounds any time during the course of the school day shall sign out in the building office.
4. 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. Additionally, two (2) meetings during the course of the school year may be up to seventy-five minutes with two-(2) weeks prior notice.
5. 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.
6. 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 procedure developed by the principal.
7. On Fridays and days preceding holidays or vacations, teachers may leave 10 minutes after the close of the pupils' school day.
8. 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 12:35 p.m.
9. Elementary School – Each teacher shall receive one (1) 35-minute prep period per day and one hour duty free lunch period.
10. Parent/Teacher conferences shall be scheduled after the first and second marking periods.



## ARTICLE IV (continued)

### B. SECRETARIES

1. All staff shall indicate their presence at the start of the workday by initialing the approved staff "Sign-in" sheet.
2. Working hours shall be from 8:00 am to 4:00 p.m. including an hour for lunch. Summer hours, starting the day after the last day for the teachers until the Friday before Labor Day, shall be from 8:00 am to 3:00 p.m. including an hour for lunch.
3. On days when school is closed due to inclemency, secretarial personnel are expected to be on the job unless conditions of transportation are so hazardous as to cause unreasonable risks to be taken by such personnel to come to work. Administrators and secretaries may be allowed the latitude to determine such conditions and the need for each secretary's services as each occasion arises.
4. In all cases during the hours school is in session, office telephones are to be covered for purposes of emergency contact, etc. It is the responsibility of each person in charge of that office to provide the necessary means for such telephone coverage.
5. Secretaries shall be entitled to one uninterrupted rest period of fifteen (15) minutes during the morning and one uninterrupted rest period of fifteen (15) minutes during the afternoon, except in cases of emergency.
6. Compensatory time shall be provided for all work in excess of thirty-five (35) regular work hours as defined above. The compensatory rate shall be hour for hour up to forty (40) hours per week and one and one half (1 1/2) hours of compensatory time for work in excess of forty (40) hours per week. Secretaries may choose to be paid for work in excess of the regular work hours instead of receiving compensatory time. No work beyond the regular workweek will be allowed unless approved, in writing, in advance, by the immediate supervisor.

### C. ASSISTANTS

1. All staff shall indicate their presence at the start of the workday by initialing the approved staff "Sign-in" sheet.
2. All teacher assistants shall work the teacher day and have a duty free lunch equivalent to that of the teacher to whom they are assigned and two (2) fifteen minute breaks per day (one (1) in the a.m. and one (1) in the p.m.). All teacher assistants shall attend the first-day of school inservice and be compensated at the per diem rate.
3. All part-time cafeteria/playground assistants shall work a minimum of two hours and thirty-five minutes per day. Work in excess of two hours and thirty-five minutes for additional duties shall be paid at the regular salary. No part time cafeteria/playground assistants shall be required to work on 12:35 dismissal days.
4. All Cafeteria/Playground Assistants may be required to attend an in-service if deemed necessary, upon notification of 10 calendar days and will be compensated.

## ARTICLE IV (continued)

### D. ATTENDANCE OFFICER/COURIER

1. Attendance Officer/Courier shall be required to work 3 hours, 5 days per week.
2. On days when school is closed due to inclemency, Attendance Officer/Courier personnel are not expected to be on the job.
3. Attendance Officer/Courier shall work the teacher's calendar.
4. The Board shall provide the Attendance Officer/Courier a vehicle for use during the course of the workday. In the case of an emergency, if the Attendance Officer/Courier is asked to use their personal car, they shall be reimbursed per mileage at the current IRS rate.

### E. CUSTODIANS / MAINTENANCE

1. Daily Work Hours
  - a) Work Shift - eight (8) hours of work, inclusive of a thirty-minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Commencing the day after the last day for teachers until the Friday before Labor Day, work shift hours shall be from 7:00 a.m. to 3:00 p.m. including a one-hour duty free lunch.
  - b) The Board and Association recognize that changes in hours, assignment, and transfer may be necessary. While the rights of determination to assign, alter hours, or transfer custodians/ maintenance is vested in the Business Administrator/Board Secretary, the Business Administrator/Board Secretary will not assign or transfer without prior discussion between said custodian / maintenance and Business Administrator/Board Secretary. A ten (10) working days notice shall be given prior to a shift change for custodians / maintenance.

## ARTICLE IV (continued)

### 2. Call Time/Overtime

- a) Overtime shall be paid at the rate of one and one half (1 1/2) the employee's regular hourly rate of pay for all the time worked in excess of eight (8) hours in any one day. No work beyond the regular workday will be allowed unless approved in writing, in advance, by the immediate supervisor.
- b) Snow Day
  - 1) Custodians/maintenance shall be on call in accordance with the particular necessity for their services as determined by the Business Administrator / Board Secretary.
  - 2) Custodians/Maintenance shall report to work during days of school closing due to inclemency in accordance with the district needs to establish and maintain conditions of safety on school property. The length of the workday shall be determined by the requirements of the specific occasion, as determined by the Business Administrator/ Board Secretary.
  - 3) In the event that custodians/ maintenance are called to work on weekends or holidays for snow removal and /or other emergencies as determined by the Business Administrator / Board Secretary, they shall receive pay calculated at double time for said period. The weekend, for purposes of this provision, is defined as, from the end of the employee's work shift of one week, till the beginning of the next work shift of the next week.

## ARTICLE V

### PROFESSIONAL DUTIES

#### A. INTENT

1. 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.
2. The Board and the Association acknowledge that a teacher assistant's primary responsibility is to perform tasks, which his/her classroom teacher deems necessary.

#### B. APPLICATION

1. List of duties not performed by teachers or teacher assistants.

- a) Keeping attendance registers

- b) Marking, computing and compiling standardized test data, excepting those authorized personnel such as school 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. Elementary Cafeteria Duty

Four hours of certified staff coverage for cafeteria lunch duty are required daily. Volunteers for cafeteria lunch duty shall be paid \$40 per hour or \$20 per half-hour. If the required positions are not filled by volunteers, administration can assign a duty, at the rate of \$20 per hour or \$10 per half-hour. Certified staff members who have been assigned a daily duty (four or five days per week) will not be assigned a duty more than once every 2 school years. A certified staff member can be assigned cafeteria lunch duty in consecutive years.

- C. At no time shall a custodian, secretary, teacher assistant or cafeteria employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.

- D. Teacher assistants shall be responsible to the Building Principal.

**ARTICLE V (continued)**

E. Loss of Prep Time

1. When a teacher forfeits a preparation period to provide student supervision or conduct a class the teacher shall be paid as follows:

2004-2005	\$15.00	per period
2005-2006	\$18.00	per period
2006-2007	\$21.00	per period
  
2. When an elementary teacher provides classroom coverage for additional students for one-half or a full day, the teacher shall be paid \$20.00 for a half-day and \$40.00 for a full day.
  
3. A nurse who is required to provide coverage for another building during the school day shall receive a stipend of \$30.00.

## ARTICLE VI

### SALARIES

- A. Employees may individually select to be paid by one of the following plans:
1. Ten Month Employees  
Twenty (20) equal paychecks will be distributed throughout the ten (10) working months and each employee may elect a specific deduction to be deposited in the ABCO Credit Union. This amount may be changed at any time with prior notification.
  2. Twelve Month Employees  
Twenty-four (24) equal paychecks will be distributed throughout the twelve-(12) months and each employee may elect a specific deduction to be deposited in the ABCO Credit Union. This amount may be changed at any time with prior notification.
  3. Direct deposit to banking institution of employee's choice.
- 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, employees shall receive their pay check on the last previous working day, with the exception of the final pay in June, which will be issued on June 30<sup>th</sup>.
- C. 1. The Substitute Caller shall be paid \$5,400 for 2004-2005, \$5,800 for 2005-2006 and \$6,200 for 2006-2007 and has the option to be paid in two installments.
2. A stipend of \$150 per year shall be paid to the employee that is contracted to administer the epi-pen.

**ARTICLE VI (continued)**

**C. TEACHERS SALARY GUIDES**

**BACHELORS SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$44,060
		1	\$42,000	2	\$44,210
1	\$40,000	2	\$42,150	3	\$44,360
2	\$40,150	3	\$42,300	4	\$44,560
3	\$40,300	4	\$42,500	5	\$44,985
4	\$40,500	5	\$42,925	6	\$45,560
5	\$40,925	6	\$43,500	7	\$46,060
6	\$41,500	7	\$44,000	8	\$47,060
7	\$42,000	8	\$45,000	9	\$52,060
8	\$43,000	9	\$50,000	10	\$57,310
9	\$48,000	10	\$55,250	11	\$64,360
10	\$53,250	11	\$62,300	12	\$69,760
11	\$60,300	12	\$67,700		
12	\$65,700				

**BACHELORS + 15 SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$45,060
		1	\$42,800	2	\$45,210
1	\$40,705	2	\$42,950	3	\$45,360
2	\$40,855	3	\$43,100	4	\$45,560
3	\$41,005	4	\$43,300	5	\$45,985
4	\$41,205	5	\$43,725	6	\$46,560
5	\$41,630	6	\$44,300	7	\$47,060
6	\$42,205	7	\$44,800	8	\$48,060
7	\$42,705	8	\$45,800	9	\$53,060
8	\$43,705	9	\$50,800	10	\$58,310
9	\$48,705	10	\$56,050	11	\$65,360
10	\$53,955	11	\$63,100	12	\$70,760
11	\$61,005	12	\$68,500		
12	\$66,405				

**ARTICLE VI (continued)**

**BACHELORS + 30 SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$46,060
		1	\$43,600	2	\$46,210
1	\$41,410	2	\$43,750	3	\$46,360
2	\$41,560	3	\$43,900	4	\$46,560
3	\$41,710	4	\$44,100	5	\$46,985
4	\$41,910	5	\$44,525	6	\$47,560
5	\$42,335	6	\$45,100	7	\$48,060
6	\$42,910	7	\$45,600	8	\$49,060
7	\$43,410	8	\$46,600	9	\$54,060
8	\$44,410	9	\$51,600	10	\$59,310
9	\$49,410	10	\$56,850	11	\$66,360
10	\$54,660	11	\$63,900	12	\$71,760
11	\$61,710	12	\$69,300		
12	\$67,110				

**MASTERS SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$47,060
		1	\$44,400	2	\$47,210
1	\$42,115	2	\$44,550	3	\$47,360
2	\$42,265	3	\$44,700	4	\$47,560
3	\$42,415	4	\$44,900	5	\$47,985
4	\$42,615	5	\$45,325	6	\$48,560
5	\$43,040	6	\$45,900	7	\$49,060
6	\$43,615	7	\$46,400	8	\$50,060
7	\$44,115	8	\$47,400	9	\$55,060
8	\$45,115	9	\$52,400	10	\$60,310
9	\$50,115	10	\$57,650	11	\$67,360
10	\$55,365	11	\$64,700	12	\$72,760
11	\$62,415	12	\$70,100		
12	\$67,815				



**ARTICLE VI (continued)**

**MASTERS + 15 SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$48,060
		1	\$45,200	2	\$48,210
1	\$42,820	2	\$45,350	3	\$48,360
2	\$42,970	3	\$45,500	4	\$48,560
3	\$43,120	4	\$45,700	5	\$48,985
4	\$43,320	5	\$46,125	6	\$49,560
5	\$43,745	6	\$46,700	7	\$50,060
6	\$44,320	7	\$47,200	8	\$51,060
7	\$44,820	8	\$48,200	9	\$56,060
8	\$45,820	9	\$53,200	10	\$61,310
9	\$50,820	10	\$58,450	11	\$68,360
10	\$56,070	11	\$65,500	12	\$73,760
11	\$63,120	12	\$70,900		
12	\$68,520				

**D. TEACHER LONGEVITY**

Longevity payments, made on a pro-rated basis beginning on the first day of the anniversary date, shall be in addition to the salary set forth in the above salary guides, and shall be in the following amounts:

Beginning of the 15 <sup>th</sup> year in Mount Holly	\$1280.00
Beginning of the 20 <sup>th</sup> year in Mount Holly	\$1470.00
Beginning of 25 <sup>th</sup> year in Mount Holly	\$1680.00
Beginning of 30 <sup>th</sup> year in Mount Holly	\$1880.00

Employees hired after October 21, 1998 shall not be entitled to this longevity.

**E. ATTENDANCE OFFICER HOURLY SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Hourly Rate</b>	<b>2005/2006 Step</b>	<b>2005/2006 Hourly Rate</b>	<b>2006/2007 Step</b>	<b>2006/2007 Hourly Rate</b>
				1	\$17.31
		1	\$16.64	2	\$18.39
1	\$16.00	2	\$17.68	3	\$19.47
2	\$17.00	3	\$18.72	4	\$20.55
3	\$18.00	4	\$19.76		
4	\$19.00				

**ARTICLE VI (continued)**

**F. SECRETARY SALARY GUIDE**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
		1	25,926	1	\$27,636
		2	26,426	2	\$28,136
1	\$24,432	3	26,926	3	\$28,636
2	\$24,932	4	27,426	4	\$29,136
3	\$25,432	5	27,926	5	\$29,636
4	\$25,932	6	29,000	6	\$30,136
5	\$26,969	7	31,685	7	\$32,926
6	\$28,006	8	35,982	8	\$36,554
7	\$30,599	9	38,667	9	\$40,181
8	\$34,748	10	40,278	10	\$41,855
9	\$37,341	11	41,889	11	\$43,530
10	\$38,897	12	42,963	12	\$44,646
11	\$40,453	13	44,037	13	\$45,762
12	\$41,490				
13	\$42,528				

**G. SECRETARY LONGEVITY**

Longevity payments made on a pro-rated basis beginning on the first day of the anniversary date shall be in addition to the salary set forth in the above salary guides, and shall be in the following amounts:

Beginning of 15 <sup>th</sup> year in Mount Holly	\$700.00
Beginning of 20 <sup>th</sup> year in Mount Holly	\$850.00

Employees hired after October 21, 1998 shall not be entitled to this longevity.

**H. TEACHER ASSISTANT SALARY GUIDES**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
		1	\$11,837	1	\$12,770
		2	\$11,937	2	\$12,870
1	\$11,417	3	\$12,037	3	\$12,970
2	\$11,517	4	\$12,137	4	\$13,070
3	\$11,617	5	\$12,674	5	\$13,170
4	\$11,721	6	\$13,211	6	\$13,729
5	\$12,240	7	\$13,748	7	\$14,287
6	\$12,758	8	\$15,574	8	\$16,184
7	\$13,277	9	\$20,207	9	\$20,998
8	\$15,040				
9	\$19,514				

**ARTICLE VI (continued)**

**I. TEACHER ASSISTANT LONGEVITY**

Longevity payments, made on a pro-rated basis beginning on the first day of the anniversary date, shall be in addition to the salary set forth in the above salary guides, and shall be in the following amounts:

Beginning of 15 <sup>th</sup> year in Mount Holly	\$400.00
Beginning of 20 <sup>th</sup> year in Mount Holly	\$450.00

Employees hired after October 21, 1998 shall not be entitled to this longevity.

**J. TECHNOLOGY COORDINATOR**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$43,264
		1	\$41,600	2	\$43,805
1	\$40,000	2	\$42,120	3	\$44,346
2	\$40,500	3	\$42,640	4	\$44,886
3	\$41,000	4	\$43,160		
4	\$41,500				

Employees hired after October 21, 1998 shall not be entitled to longevity.

**K. CAFETERIA/PLAYGROUND ASSISTANT SALARY GUIDES**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
				1	\$3,553
		1	\$3,396	2	\$3,603
1	\$3,276	2	\$3,446	3	\$3,653
2	\$3,326	3	\$3,496	4	\$3,703
3	\$3,376	4	\$3,564	5	\$3,815
4	\$3,442	5	\$3,671	6	\$4,026
5	\$3,545	6	\$3,874	7	\$4,543
6	\$3,741	7	\$4,372	8	\$5,347
7	\$4,222	8	\$5,146	9	\$7,485
8	\$4,970	9	\$7,203		
9	\$6,956				

**L. CAFETERIA/PLAYGROUND ASSISTANT LONGEVITY**

Longevity payments, made on a pro-rated basis beginning on the first day of the anniversary date, shall be in addition to the salary set forth in the above salary guides, and shall be in the following amounts:

Beginning of 15 <sup>th</sup> year in Mount Holly	\$400.00
Beginning of 20 <sup>th</sup> year in Mount Holly	\$450.00

**Employees hired after October 21, 1998 shall not be entitled to this longevity.**

**ARTICLE VI (continued)**

**M. CUSTODIAN/MAINTENANCE SALARY GUIDES**

<b>2004/2005 Step</b>	<b>2004/2005 Salary</b>	<b>2005/2006 Step</b>	<b>2005/2006 Salary</b>	<b>2006/2007 Step</b>	<b>2006/2007 Salary</b>
		1	25,926	1	\$27,636
1	\$24,432	2	26,426	2	\$28,136
2	\$24,932	3	26,926	3	\$28,636
3	\$25,432	4	27,426	4	\$29,136
4	\$25,932	5	27,926	5	\$29,636
5	\$26,969	6	29,000	6	\$30,136
6	\$28,006	7	31,685	7	\$32,926
7	\$30,599	8	35,982	8	\$36,554
8	\$34,748	9	38,667	9	\$40,181
9	\$37,341	10	40,278	10	\$41,855
10	\$38,897	11	41,889	11	\$43,530
11	\$40,453	12	42,963	12	\$44,646
12	\$41,490	13	44,037	13	\$45,762
13	\$42,528				

**N. CUSTODIAN/MAINTENANCE WORKER LONGEVITY**

Longevity payments, made on a pro-rated basis beginning on the first day of the anniversary date, shall be in addition to the salary set forth in the above salary guides, and shall be in the following amounts:

Beginning of 15 <sup>th</sup> year in Mount Holly	\$600.00
Beginning of 20 <sup>th</sup> year in Mount Holly	\$700.00

Employees hired after October 21, 1998 shall not be entitled to this longevity.

**O. CUSTODIAN/MAINTENANCE PROBATIONARY PERIOD**

New custodian/maintenance employees shall be hired without a contract for a thirty-(30) day period of probation. If said employee has worked in Mount Holly as a substitute custodian prior to being offered a contract, such substitute time shall count toward the thirty-(30) day probation period. At the end of the thirty-(30) day probation period, said new employee either shall be offered a contract for employment or shall be dismissed.

**P. CUSTODIAN/MAINTENANCE UNIFORMS**

The Board shall provide and maintain (7) seven uniforms yearly plus inclement weather gear for all Custodian/Maintenance employees.

**Q. CUSTODIAN/MAINTENANCE LICENSES**

The Board shall pay a stipend of \$1,000 each per year for plumbing, electrical and/or HVAC licenses held by a custodian/maintenance employee.

**ARTICLE VI (continued)**

R. Miscellaneous Salary Provisions Applicable to All Employees

Military service credit for employees will be applicable service time to a maximum of four (4) years. The foregoing provision will only be applied prospectively to new hires, and will not be applied retroactively to existing employees.

## ARTICLE VII

### VACATIONS

#### A. SECRETARIES

NOTE: No vacations are to be scheduled for the week preceding the opening of school (August/September).

1. A 12 month secretary after three full years of continuous employment in the Mount Holly Township Public School District, as of July 1, may request special consideration as follows:

A 12-month secretary may elect to work any five (5) of the non-working days, which are listed herein, with compensatory time being credited to the vacation time. The request must be cleared through the administrator and approved by the Superintendent.

2. A 12-month secretary shall be eligible for a vacation provided he/she has actively worked six months as of July 1 of the year in which he/she seeks his/her vacation. He/she shall be eligible for five vacation days after 6 months, but less than one-year continuous service as of July 1<sup>st</sup>. If a secretary has worked less than six months as of July 1, he/she shall be entitled to and receive one half day per month worked. These vacation days may not be taken until after July 1 of the succeeding year.
3. A 12-month secretary shall receive ten-(10) days vacation after one (1) year, but less than eight (8) of continuous service as of July 1.
4. A 12-month secretary shall receive fifteen-(15) days vacation after eight (8) years of continuous service as of July 1.
5. One (1) additional day for each year after eight (8) years of continuous service as of July 1 not to exceed twenty-(20) days vacation time.
6. A 10-month secretary shall work the school calendar, with no additional vacation time.

## ARTICLE VII (continued)

### B. CUSTODIAN/MAINTENANCE

1. An employee shall be eligible for a vacation provided he/she has actively worked six (6) months as of July 1 of the year in which he/she seeks his/her vacation. If an employee has worked less than six (6) months as of July 1, he/she shall be entitled to and receive one half (1/2) day per month worked. These vacation days may not be taken until after July 1 of the succeeding year. The same shall apply to determining eligibility for all vacation set forth in the schedule below.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the Board of Education, taking into consideration the request of the employee:
  - a) Five (5) days vacation after six (6) months, but less than one (1) year, continuous service as of July 1.
  - b) Ten (10) days vacation after one (1) year, but less than eight (8) years, of continuous service as of July 1.
  - c) Fifteen (15) days vacation after eight (8) years of continuous service as of July 1.
  - d) One (1) additional day for each year after eight (8) years of continuous service as of July 1; not to exceed twenty (20) days vacation time.

## ARTICLE VIII

### HEALTH CARE BENEFITS

A. The Board shall pay the full costs of a full family prescription plan containing a \$5.00 deductible for generic drugs and a \$15.00 deductible for non-generic drugs and a \$5.00 co-pay for mail-in prescriptions, with a list of participating pharmacies previously provided by the Board to the Association and incorporated herein by reference.

- Dependent Coverage: 24 years / coverage ends on 24<sup>th</sup> birthday

B. The Board shall pay the cost for full hospitalization and medical/surgical insurance coverage for all employees and family. The baseline level of benefits shall be the US Healthcare/Aetna plans in effect July 1, 1997.

- Dependent Coverage: 23 years – covered until end of calendar year

The Board shall have the prerogative to change carriers in the future, provided that the change guarantees the level of benefits and the level of administration of benefits as defined herein.

Any future changes in insurance carriers by the Board must maintain as a minimum level the benefits found in the plans described above. The level of administration of benefits provided by any new carrier must maintain as a minimum level the administration of benefits found in the plans described above.

C. Any employee who wishes to opt out of the district medical insurance coverage shall receive the following payments: 2004-2005 \$3,600, 2005-2006 \$3,800, 2006-2007 \$4,000, to be paid in two equal installments each on the December 30th and June 30th payrolls of the school year, in accordance to the Pre-Tax Section 125 Plan approved by the Board of Education. Copies of the Plan are available for pickup in the Business Office. These employees shall continue to receive all other health benefits, such as dental, prescription, etc. An employee shall be able to re-enroll back into the medical plan, prior to the enrollment period, as indicated in the approved Plan.

D. The Board shall pay the full cost of a Delta Dental Premier plan covering the employees and their families as stated in the Delta Dental pamphlet.

- Dependent Coverage: 19 years non-student / 23 years student

E. The insurance coverage as set forth above shall be contingent upon proper employee enrollment in the program and shall commence on the date of enrollment.

F. Patriot X Coverage shall be modified so that the specialist co-pay is \$20 and emergency room co-pay is \$50.00.



## ARTICLE IX

### EMPLOYEES' RIGHTS

#### A. STATUTORY SAVINGS CLAUSE

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

#### B. JUST CAUSE PROVISIONS

No employee 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 the grievance procedure herein set forth.

#### C. REQUIRED/REQUESTED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent or his designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee 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 employee requests a meeting with the Superintendent or his designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee 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 during such meeting or interview.

#### D. PERSONNEL RECORDS

1. File - An employee shall have the right, upon request, to review the content of his/her personnel file and to receive copies of any documents contained therein.
2. Derogatory Material - No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
3. No Separate File - The Board agrees to protect the confidentiality of personnel records and other similar documents: it shall not establish any separate personnel file which is not available for the employee's inspection.

## ARTICLE IX (continued)

### E. ASSISTANTS, CUSTODIANS/MAINTENANCE, SECRETARIES

1. Employees shall be notified of their contract renewal and salary status for the forthcoming year not later than May 15, except that as to Special Education Teacher Assistants such notice shall be given no later than fifteen (15) calendar days before school opens.
2. Pursuant to Chapter 123, Public Laws 1974, and any amendments thereto, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 and any amendments thereto, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
3. Any employee who does not receive a new contract or whose services are terminated or suspended or who is disciplined or reprimanded or who is reduced in rank or compensation shall within five (5) working days request in writing directed to the Superintendent a statement of reasons for the above mentioned. Said statement of reasons shall be given to the employee within seven (7) working days after the receipt of the request. In addition, the employee shall be granted a hearing before the Board of Education if the employee requests the same. Said request for a hearing shall be in writing and made within five (5) working days of the receipt of the statement of reasons. The Board shall hold its hearing at its regular board meeting unless the next regularly scheduled Board meeting is less than ten (10) days from the date the request for the hearing is received. In that event, the hearing shall be continued until the next following regularly scheduled Board meeting. The employee must be present at the hearing and shall have at his/her option the right to have a representative present. The Board of Education shall issue to the employee a written determination within seven (7) working days after the completion of the hearing. The above time limits set forth in this document may be altered by mutual consent of the parties. The Superintendent shall meet privately with all employees who will not be renewed or who are terminated, prior to official written notification.
4. All employees in these units who are resigning from their position shall give fourteen (14) calendar days notice.
5. Employees shall not be required to use his/her own motor vehicle in the performance of his/her duties except in case of emergency.

## **ARTICLE X**

### **NOTIFICATION OF WORK ASSIGNMENT**

- A. All employees shall be given written notice of the following no later than the closing of school in June, except as provided otherwise:
  - 1. Teaching employees - class and/or subject assignments, building and room assignments.
  - 2. Other employees except custodian/maintenance and teacher assistants - building and assignments.
  - 3. Teacher Assistants - shall be given written notice of class and building and room assignments no later than fifteen (15) calendar days before school opens.
  - 4. Custodian/Maintenance shall be given written notice of building and shift assignment no later than August 1<sup>st</sup>.
- B. Employees who are assigned to more than (1) one school building a day and use their own automobiles to travel between those buildings shall be reimbursed for such travel at the current IRS rate per mile.

## ARTICLE XI

### REASSIGNMENTS AND TRANSFERS

#### A. TEACHERS

##### 1. General Provisions

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.
- c) **Voluntary** shall mean a transfer or reassignment initiated either:
  - 1) At the request of the teacher or by the Superintendent and involving a teacher who has indicated a willingness to be transferred or reassigned.
  - 2) By the Superintendent and involving two teachers who have indicated a willingness to shift assignments.
- 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.

##### 2. Voluntary Transfer and Reassignment

- a) 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.
- b) 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. If the desired reassignment or transfer related to the following school year, the foregoing procedure shall apply except that the formal written application shall be given to the Superintendent by no later than February 1.
- c) Notice of a voluntary transfer or voluntary reassignment shall be made to the individual employee and sent to the Association as soon as practicable after the decision is made.
- d) The notice provisions as stated in sub-sections a, b and c above 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 XI (continued)

### 3. Involuntary Transfer and Assignment

- a) 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.
- b) An involuntary transfer shall not imply or include reduction in compensation or rank.
- c) 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.
- d) By the first school day in May, each affected grade level/subject/building unit staff member shall be notified via a written memo to each teacher of said unit of the changed staffing requirements in the unit.
  - 1) Said notice shall present reasons for such change in staff requirements;
  - 2) Said notice shall list all teaching vacancies as of the date of this notice.
- e) 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.
- f) 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.
  - 1) At said meeting each teacher shall be given a statement of reasons for their transfer or reassignment, and
  - 2) Each teacher will be given the opportunity to discuss said transfer or reassignment.
  - 3) At such meeting each teacher shall be given a revised list of vacancies as of that date, and
  - 4) Each teacher shall be given the opportunity to submit to the Superintendent his/her preference of available vacancies, and
  - 5) Each teacher shall be given the opportunity to submit a request for voluntary transfer as specified in Section 2 of this Paragraph A.

## ARTICLE XI (continued)

- g) 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 affected staff.
- h) Within one (1) week after the meeting specified in subsection f 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 subsection f above.
- i) All teachers transferred from one building to another according to the procedures set forth in Section 3 of this Paragraph A, 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.

### B. ALL OTHER EMPLOYEES

#### 1. Vacancies

- a) When a vacancy occurs, or a new position has been established, the Administration shall, within a reasonable time thereafter, provide notice of said vacancy to the Association and post on the bulletin board of the central office of each school. Said notice shall be posted at a reasonable time in advance of contemplated action, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted, so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range of the position.
- b) Employees desiring to apply for such vacancies shall submit his/her application in writing to the Administration within the time limit specified in the notice. The Administration shall acknowledge in writing within a reasonable period of time the receipt of all such applications.
- c) Applicants not selected shall be given written notice thereof.

#### 2. Voluntary/Involuntary Transfers

- a) Employees who desire to transfer to another building/position may file a written statement of such desire with the Administration, including the position and location to which transfer is desired, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than January 1, except in the case of custodian/maintenance whose date will be June 1.

## ARTICLE XI (continued)

- b) In the determination of request for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict the best interests of the school system, as determined by the Board of Education.
- c) Notice of a reassignment or transfer shall be given to employees as soon as practical, and except in cases of emergency no later than May 30 except custodian / maintenance which shall be August 1.
- d) No vacancy shall be filled by means of an involuntary transfer or reassignment if the administrator determines there is a suitable volunteer available who desires to fill said position. The final decision shall be within the sole prerogative of the Board of Education.
- e) When an involuntary transfer or reassignment is necessary, an employee's area of expertise and length of service in the district shall be considered. However, the final decision shall be within the sole prerogative of the Board of Education
- f) An involuntary transfer shall be made only after a notice is given to the employee. In the event that the employee objects to the assignment, he/she shall nevertheless perform the new assignment. The employee, however, may request and shall be granted a meeting with the Superintendent for the purpose of discussing the transfer assignment. The employee may, at his/her option, have a representative of the Association present. If the employee so desires, he/she may request and may be granted a meeting with the Personnel Committee of the Board of Education at which time the employee may have a representative of the Association present.

## ARTICLE XII

### REDUCTION IN FORCE, SENIORITY AND JOB SECURITY

#### A. TENURED TEACHERS

1. 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.
2. Nothing contained herein shall be construed to deny or restrict any rights an employee may have under these New Jersey Laws and Regulations.
3. 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 layoff.
4. Tenured Teachers on Lay-off Status.
  - a) Shall be placed on a preferred list of eligibility for recall in order of seniority. Said list shall be presented to the Association President.
  - b) Shall have an appropriate notice of reduction in force placed in their file.
  - c) All tenured teachers involved in a reduction in force may, 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
  - d) Shall have notices of applicable vacancies sent by registered mail.
  - e) Shall terminate their preferred eligibility by failing to accept employment when offered or if accepted, by failure to report to work when required.
5. Tenured Teachers Recall Status:
  - a) 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.
  - b) Sick leave acquired at the time of RIF shall be restored.

#### B. SECRETARIES

1. Seniority shall be based upon employees' continuous length of time with the Board and classification to which he/she was appointed.
2. In the event of a reduction in force, employees will be laid off in reverse order of seniority and recalled in order of seniority.



## ARTICLE XII (continued)

3. Either the individual employee or the Board may terminate the employee's contract by giving, 14 calendar days notice to the individual or Board respectively. The above 14 calendar days notice provision, however, is not applicable where the employee is discharged or suspended due to misconduct. In the event, the employee is suspended without pay or discharged due to misconduct, he/she shall, nevertheless, be entitled to a hearing before the Board in accordance with Article XV, Level IV.
4. The Board, at its option, may affirm the discharge or reinstate the employee. In the event the Board shall elect to reinstate the employee, it shall also determine whether or not the reinstatement shall be with pay or without pay for the period of time the employee was not working.

### C. CUSTODIAN/MAINTENANCE

1. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee shall be laid off in the reverse order of seniority of the employee consistent with Title 18A: 17-4.
2. At least fourteen (14) calendar days before being laid off a custodian/maintenance employee shall be informed of all vacancies in any other work locations in his/her classification in the department in which he/she holds an appointment for the purpose of giving him/her an opportunity to be exercised within said fourteen (14) calendar days to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations he/she shall be assigned to the vacancy assigned by the department. In the event more than one appointed employee in such classifications is laid off and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.
3. The Board shall maintain a seniority list of custodian/maintenance employees and cafeteria employees, copies of which shall be furnished to the Association as of July 1. Employees will be recalled to work from lay-off in the order of their seniority.

## ARTICLE XII (continued)

### D. TEACHER ASSISTANTS

1. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association as of July 1. Seniority shall be based upon employees' continuous length of full-time service with the Board. A minimum of six-(6) month's employment, within a given school year, constitutes full-time employment.
2. At the commencement of any particular school year, the assignment of teacher assistants to available positions shall be made on the basis of seniority and previous assignment in teacher assistant categories as defined in Article I, Paragraph A, Section 7.
3. In the event of a reduction in force at the end of a school year, employees will be laid off in reverse order of seniority.
4. Should the assigned special education class drop below the number of students required to have an assistant, it is the administration's prerogative to reassign that teacher assistant to any area of instruction where a teacher assistant is needed.
5. The Supervisor of Special Education with the approval of the Superintendent will make the decision regarding assignment of special education Teacher Assistants.
6. The Building Principal with the approval of the Superintendent will make the decision regarding assignment of regular education teacher assistants.

## ARTICLE XIII

### EXTRA CURRICULAR ACTIVITIES

#### A. DEFINITION

Extra curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week or work year as defined in this agreement or as established by past practice.

All extra curricular positions shall be posted at the beginning of each school year, or as they become vacant. They shall be posted first in the building at which they occur, if there are no applicants from the building then it shall be posted in the other buildings.

Any new extra curricular positions and salaried positions, which may be added during the duration of the contract, shall be mutually agreed upon by the Board and the Association.

#### B. BRAINERD SCHOOL

		<b>2004- 2005</b>	<b>2005- 2006</b>	<b>2006- 2007</b>
Holiday Show	Director	\$718	\$763	\$810
	Assistant	\$718	\$763	\$810
	Art Director	\$718	\$763	\$810
End of Year Show	Music Director	\$718	\$763	\$810
	Art Director	\$718	\$763	\$810
	Phys. Ed. Director	\$718	\$763	\$810
Elocution Contest	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Spelling Bee	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Building Monitor		\$474	\$519	\$566

#### C. FOLWELL SCHOOL

		<b>2004- 2005</b>	<b>2005- 2006</b>	<b>2006- 2007</b>
Holiday Show	Director	\$718	\$763	\$810
	Assistant	\$718	\$763	\$810
	Art Director	\$718	\$763	\$810
Fourth Grade Basketball	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
End of Year Show	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
	Art Director	\$718	\$763	\$810
Elocution Contest	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Spelling Bee	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Building Monitor		\$474	\$519	\$566

**ARTICLE XIII (continued)**

D. HOLBEIN SCHOOL

		<b>2004- 2005</b>	<b>2005- 2006</b>	<b>2006- 2007</b>
AVA	Director	\$2,728	\$2,773	\$2,820
Spelling Bee	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Elocution	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Yearbook	Director	\$1,472	\$1,517	\$1,564
Orchestra	Director	\$1,890	\$1,935	\$1,982
Chorus	Director	\$1,890	\$1,935	\$1,982
Battle of the Books 7th/8th	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Battle of the Books 5th/6th	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
School Plays 7th/8th	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,052	\$1,097	\$1,144
Student Council	Advisor	\$1,002	\$1,047	\$1,094
	Assistant Advisor	\$1,002	\$1,047	\$1,094
News Bowl	Director	\$718	\$763	\$810
	Assistant Director	\$718	\$763	\$810
Grade 6 Play	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,052	\$1,097	\$1,144
Peer Mediation		\$1,393	\$1,438	\$1,485
Spirit Committee	Green Team Director	\$850	\$895	\$942
	Assistant Director	\$825	\$870	\$917
	Gold Team Director	\$850	\$895	\$942
	Assistant Director	\$825	\$870	\$917
Building Monitor		\$474	\$519	\$566

**ARTICLE XIII (continued)**

<b>HOLBEIN INTRAMURAL</b>		<b>2004- 2005</b>	<b>2005- 2006</b>	<b>2006- 2007</b>
Soccer Boys	Director	\$886	\$931	\$978
	Assistant Director	\$861	\$906	\$953
Soccer Girls	Director	\$886	\$931	\$978
	Assistant Director	\$861	\$906	\$953
Basketball Boys	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Basketball Girls	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Softball Boys	Director	\$886	\$931	\$978
	Assistant Director	\$861	\$906	\$953
Softball Girls	Director	\$886	\$931	\$978
	Assistant Director	\$861	\$906	\$953
Track Boys	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Track Girls	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Hockey Boys	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Hockey Girls	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Volleyball Boys	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
Volleyball Girls	Director	\$765	\$810	\$857
	Assistant Director	\$740	\$785	\$832
<b>HOLBEIN INTERSCHOLASTIC</b>		<b>2004- 2005</b>	<b>2005- 2006</b>	<b>2006- 2007</b>
Baseball Boys	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Softball Girls	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Basketball Boys	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Basketball Girls	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Soccer Boys/Girls	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Cross Country Boys/Girls	Director	\$1,052	\$1,097	\$1,144
	Assistant Director	\$1,002	\$1,047	\$1,094
Cheerleading	Director	\$1,052	\$1,097	\$1,144
	Assistant	\$1,002	\$1,047	\$1,094
<b>E. MISCELLANEOUS</b>				

The Athletic Director will be given at least two (2) periods per week release time.

## ARTICLE XIV

### PROFESSIONAL IMPROVEMENT

#### A. TEACHERS

##### 1. Tuition Reimbursement

- (a) The Board shall provide a tuition reimbursement program for the duration of this agreement. Tuition costs eligible for reimbursement must be for graduate level courses in the field of education or in subject areas presently taught by the teacher. Courses not in the field of education or not in subject areas presently taught by the teacher but closely related, may be approved for reimbursement by the Superintendent and then approved by the Board of Education on a case by case basis.
- (b) The Board shall fund a maximum of \$24,000 in 2004-2005, \$25,000 in 2005-2006 and \$26,000 in 2006-2007 toward such program annually.
- (c) Teachers must apply, in writing, for participation in this plan by submitting their requests to the Superintendent for approval one (1) month prior to the first meeting of the course. Participants must earn a grade B or better in the approved course(s), or in the case of CEU courses, issuance of credit(s) will determine satisfactory completion.
- (d) Eligible employees shall be reimbursed for three courses at a maximum of \$800.00 per course for a maximum of \$2400.00 per fiscal year per employee for 2004-2005, \$933 per course for a maximum of \$2800.00 per fiscal year per employee for 2005-2006, and \$1033 per course for a maximum of \$3100.00 per fiscal year per employee for 2006-2007. Where the number of participants is such that the total of the reimbursements exceeds the maximum funded, reimbursement shall be on first come, first serve basis.

##### 2. Workshops

- a) Teachers may be permitted one (1) professional day per school year to attend job-related workshops during school hours if scheduled at that time, with no reduction in pay and prior approval from their Building Principal and/or Supervisor. The professional leave form will be utilized for this purpose. Reimbursement shall be up to \$250.00 per workshop per school year during each year of the contract.
- b) Mileage shall be reimbursed at the IRS rate.

## ARTICLE XIV

### B. SECRETARIES / CUSTODIANS / TEACHER ASSISTANTS

#### 1. Work Skill Improvement

Secretaries/custodians/teacher assistants attending an accredited school, enrolled in a course or courses, shall be reimbursed by the Board accordingly to the following criteria:

- a) The courses to be taken should be to improve the covered staff member's ability to perform in his/her teaching assistant duties and be related to his/her field of employment. Secretaries/custodians/teacher assistants must apply, in writing, for participation in this plan by submitting their requests to the Superintendent for approval one (1) month prior to the first meeting of the course. Participants must earn a grade of B or better in the approved course.
- b) Eligible employees shall be reimbursed a maximum of \$1000.00 per school year per employee.

#### 2. Workshops

- a) Secretaries and teacher assistants may be permitted 1 professional day to attend job related workshops during school hours if scheduled at that time, with no reduction in pay and receives prior approval from their Building Principal and/or Supervisor. The professional leave form will be utilized for this purpose. Reimbursement shall be up to \$200.00 per workshop per school year during the term of this contract.
- b) Mileage shall be reimbursed at the IRS rate.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

1. A "grievance" is an allegation that there has been a breach, misinterpretation or improper application of the terms of this 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 a 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 "grievances" 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 employee 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 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 written agreement.
2. Failure to act within twenty (20) calendar days of the occurrence of the complaint shall be deemed to constitute an abandonment of the grievance.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein 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.



## ARTICLE XV (continued)

4. Level I - An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or together with 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) working days after said discussion as contained in Paragraph B, Section 2 of this article, or ten (10) working 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 employee within ten (10) working days, he/she shall set forth the complaint in writing to his/her immediate administrator. The administrator shall communicate his/her decision to the employee and the Association in writing within ten (10) days of receipt of the written complaint. The written complaint must set forth:
  - a) The nature of the grievance.
  - b) The result of the previous discussion 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 (cafeteria workers and custodian/maintenance to the Business Administrator/Board Secretary). The designated administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days after receipt of the grievance. The designated administrator shall communicate his/her 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) working days after receipt of the decision, submit it to the Board of Education in writing. The Board shall review the grievance, and may hold a hearing with the aggrieved person if requested, and render a decision within twenty (20) workdays after the date of the hearing.

## ARTICLE XV (continued)

### 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) work days after the date of the hearing with the Board, he/she shall request in writing within fourteen (14) work days that the Association submit the grievance to arbitration, a copy of such request shall be forwarded to the Superintendent. If the grievant and the Association determine that the grievance is meritorious, the Association may submit the grievance to arbitration within fourteen (14) workdays 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 employee 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) work days 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 the Association's 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, than 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 any 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. All cost of the services of the arbitrator including per-diem expenses, if any, and actual necessary travel and 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.

## **ARTICLE XV (continued)**

### **D. RIGHT OF EMPLOYEE TO REPRESENTATION**

1. Any employee may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by one representative. When an employee 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, 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 this Article.
2. Any employee 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/she has instituted a grievance. The employee 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 employees, 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, communications, 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.
6. Forms for filing grievances shall be available, upon request, in all buildings.

## **ARTICLE XVI**

### **BUILDING AND DISTRICT LIAISON MEETINGS**

#### **A. BUILDING LIAISON MEETINGS**

1. The building principal(s) of each school in the district shall meet on an as needed basis, but no more often than once a month, in a sincere effort to resolve matters of employee concerns that have previously been brought to the principal(s) attention, but not satisfactorily resolved and be limited thereto. Prior to meeting with the principal, the building representatives shall meet to confer upon the value or importance of such matters to be presented for discussion with the principal.
2. Any meeting will be announced no later than two (2) weeks in advance and it is suggested that the principal(s) and staff mutually agree in September upon a regular day per month to hold the meeting not in conflict with association meetings.
3. The building representatives will select a staff 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).
4. 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.
5. It is expected that the concerns be genuinely considered and that resolutions of the concerns be readily acted upon or administered.

#### **B. DISTRICT LIAISON MEETINGS**

1. A district liaison committee shall meet every other month unless canceled by mutual consent and shall be comprised of the following:
  - a) Two representatives of the Board.
  - b) Superintendent of Schools.
  - c) President of the Association.
  - d) Building Representatives from each building.
  - e) Principal(s) from each building.
  - f) In addition to persons listed, either side may have additional representatives, as needed, based on agenda criteria mutually agreed upon by the Superintendent and Association President.
2. The purpose of this committee will be to consider all concerns referred from each staff 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.

## ARTICLE XVII

### SICK LEAVE

- A. All 10-month employees shall be entitled to ten (10) sick days each school year. All 12-month employees shall be entitled to twelve (12) sick days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. When an employee 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 per diem 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 teacher's per diem salary is defined as 1/200th of the annual salary).
- C. 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.
- D. All employees, including Custodian/Maintenance, effective July 1, 2001 and prospectively thereafter, shall receive an additional five (5) 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.
- E. For purposes of sick day accumulation, when a teacher leaves early due to sickness, sick leave days shall be deducted as follows:
  - 1. Before 11:30 am, full day
  - 2. After 11:30 am, one-half ( $\frac{1}{2}$ ) day
  - 3. All other employees shall work 1/2 of their scheduled work day
- F. Employees shall be notified of accumulated sick leave.
  - 1. 10 month employees by September 15th
  - 2. 12 month employees by July 15th

## **ARTICLE XVII (continued)**

### **G. PAYMENT FOR UNUSED SICK LEAVE**

1. Upon retirement from the district, an employee 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, an employee must notify the Board in writing of his/her intentions to retire on or before January 1 of the contract year in which retirement is to occur.
3. If it becomes necessary for an employee 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 employee will receive priority for the following year as of the chronological filing for same.
4. The Board's maximum allocation in each fiscal year shall be forty thousand dollars (\$40,000) for teachers and thirty thousand dollars (\$30,000) for all other employees in the negotiating unit. 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
  - a) Teachers shall be paid sixty-five dollars (\$65.00) per accumulated unused sick days
  - b) All other employees in the negotiating unit shall be paid fifty-five (\$55.00) per accumulated unused sick days.
5. 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 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 Section 3 above. These payments will be processed as of July 1 of the following fiscal year.
6. Should the number of retirements in any given year result in exceeding the allocated amount, and in the event of equal time of notice, employee seniority within the district will determine priority in the year of retirement.
7. 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.
8. In the event of the death of an eligible employee, accumulated sick leave shall be paid to the estate of the deceased employee.

## ARTICLE XVIII

### LEAVES OF ABSENCE WITH PAY

A. Written notification for leaves of absence shall be made at least three (3) days before taking such leave, except in cases of emergency.

#### B. PERSONAL LEAVE

1. Personal leave for five (5) days per year is 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 (1) day for each one (1) not taken. No half (1/2) days are applicable in any way.
2. The reason for the request and the necessity for the matter to be handled during school hours must be given to the Superintendent in writing. The Superintendent shall review each application and approve or disapprove the request.

#### C. PROFESSIONAL LEAVE

Employees may be provided opportunities to visit other schools or attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performances of their assigned duties.

#### D. DEATH IN IMMEDIATE FAMILY

Up to five (5) working days at 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, sister and brother-in-law will be granted. "Working days" are defined as Monday through Friday whether or not falling on a school holiday. The employee shall identify the relationship of the deceased on the absence form.

#### E. DEATH OF OTHER RELATIVES

Employees shall be granted up to one (1) day as required in the event of a death of a relative outside the employee's immediate family as defined in Paragraph D above. The employee shall identify the relationship of the deceased on the absence form.

#### F. MARRIAGE

Up to five (5) days shall be granted for marriage for the 2004-2005 school year. This provision shall be eliminated effective July 1, 2005. Employees using this leave during the 2004-2005 school year shall be limited to four (4) personal leave days during that school year.

## ARTICLE XVIII

### G. COURT APPEARANCE

An employee 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. Receipt of jury pay stub must be submitted to the Business Office within three working days of receipt. This is the employee's responsibility.

### 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. An employee 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 an employee is the higher amount. Leave of absence will not be approved without the copy of military orders attached to the request. Signed orders and a copy of the pay stub must be submitted to the Business Office within three days of receipt. This is the employee's responsibility.

### I. ON-THE-JOB INJURY

Whenever any employee 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 of 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 Worker's Compensation, of the revised Statutes, as referred to in N.J.S.A. 18A:30-2.1. Any amount of salary or wages payable to the employee shall be reduced by the amount of any Worker's Compensation award made for temporary disability. Employees shall report to their immediate administrator the nature of the injury, no matter how minor it may be, how it happened, and the exact time. Injury report forms must be submitted to the Business Office by the next business day after the incident for consideration by Worker's Compensation to approve the injury claim.

### J. EMERGENCY LEAVE

Leave may 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 an emergency or highly urgent in nature. The Board shall determine such urgency and the duration of such leave.



## ARTICLE XIX

### LEAVES OF ABSENCE WITHOUT PAY

#### 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 employee who joins the Peace Corps and any teacher who joins 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 with 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 employee 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 from 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 employee's immediate family.

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

## **ARTICLE XIX (continued)**

### **G. Salary Guide Adjustment for 10 month Employee on Leave.**

Any employee 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. Employees working less than sixty (60) school days shall receive no salary increment.
2. Employees 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. Employees working for one hundred and twenty (120) or more school days shall receive full salary increment.

### **H. Salary Guide Adjustment for 12 Month Employees on Leave.**

Any employee 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. Employees working less than three (3) months shall receive no salary increment.
2. Employees working three (3) or more months but less than nine (9) months shall receive fifty per cent (50%) of full salary increment.
3. Employees working nine (9) months or more shall receive full salary increment.

## ARTICLE XX

### HOLIDAYS AND OTHER LEAVES OF ABSENCES

#### A. SECRETARIES

1. Holiday schedule for the duration of this Agreement.

July	Independence Day
September	Labor Day
October	Columbus Day
November	Thanksgiving Day
December	Christmas Day
January	New Year's Day
February	President's Day
May	Memorial Day

Holiday schedule for the duration of this Agreement shall be in accordance with the calendar as adopted by the Board.

2. Non Working Days

- a) Non-working days are defined as those days during the school year on which the students and teachers are not scheduled to attend as per the adopted school calendar.
- b) Secretaries shall have the day off if school is not in session. If, however, school is in session on any day listed above, the secretary shall be required to work; and shall not receive any additional compensation, it being understood that this day is not considered to be a holiday under the terms of this contract.

## ARTICLE XX (continued)

### B. CUSTODIAN/MAINTENANCE

1. The following paid holidays shall be in effect for all full time custodians/maintenance:

July	Independence Day
September	Labor Day
October	Columbus Day
*November.	N.J.E.A. Convention
*November	Veteran's Day
November	Thanksgiving Day
November	Day After Thanksgiving
December	Christmas Eve Day
December	Christmas Day
December	New Year's Eve Day
January	New Year's Day
January	Martin Luther King Day (Brotherhood Day)
February	President's Day
February	Friday before President's Day
March/April	Good Friday
May	Memorial Day

2. Should any holiday above listed fall on a Saturday or Sunday; then either Friday or Monday shall be construed to be the day off for the holiday. It is the intent of this paragraph to provide for seventeen (17) paid holidays during the duration of this Agreement for the custodians/maintenance employees covered by this Agreement. When such holiday falls on a Saturday or Sunday, a list of holidays in questions shall be given to each such employee at the beginning of the contract year.
3. In lieu of the two (2) NJEA Convention Holidays and Veterans Day, there shall be three (3)-floating holidays. These days may be taken upon three-(3) days written notice to the Business Administrator/Board Secretary. These days may not be taken when school is not in session during the school year. These floating days are not cumulative and must be used during the current school year.
4. Easter Monday - The custodian/maintenance employees shall have this day off if the school is not in session. If, however, school is in session, the employee shall be required to work and shall not receive any additional compensation, it being understood that Easter Monday is not considered to be a holiday under the terms of this contract.

## ARTICLE XXI

### PREGNANCY/CHILD REARING/ADOPTION LEAVE

#### A. PREGNANCY LEAVE

1. The employee shall notify the Superintendent in writing of her pregnancy at least 90 days prior to the anticipated delivery date. Said employee may request a pregnancy leave without pay and said leave shall be granted. The Board shall grant pregnancy leave without pay to any employee upon request, subject to the following stipulations and limitations:

The Board may remove any pregnant employee from her duties on any one of the following basis:

- a) Her performance substantially declines from the period preceding pregnancy.
- b) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
  - 1) The pregnant employee fails to produce a physician's certificate that she is medically able to continue to work, or
  - 2) The Board's physician concludes that she is unable to continue working. 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. 18A 30-1 and 42 U.S.C. Section 2000 e (k).
2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, set forth in N.J.S.A. 18A: 30-1, et seq.
3. An employee 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 XXI (continued)

4. 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 employee may apply for early reinstatement by filing a written request with the Administration accompanied by a physician's certificate that she is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee 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 school program to which the employee in question was assigned and seeks to be reinstated.

### B. CHILD-REARING LEAVE

1. No later than ninety (90) calendar days prior to the anticipated delivery date, the employee shall apply to the Board of Education for Child-Rearing Leave of Absence Without Pay. At the time of the application, the employee shall specify in writing the date on which the leave is to commence and the date on which the employee wishes to return to work. The Board may require any employee 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 Society or by the two doctors themselves, can issue a final, binding opinion.
2. The Board of Education reserves the right to regulate the commencement and termination dates 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 A, Section 3 of this Article. Following the grant of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee 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 provided that such date change is not medically contraindicated. The Board may require any employee to produce a physician's certificate in support of the requested change subject to agreement by the Board's physician.
3. Upon return from a pregnancy/child-rearing leave of absence. The employee shall be reinstated to a similar position from which he/she left. A certificated employee shall be reinstated to a position in which said employee is certificated within two (2) years from the date of commencement of said leave.
4. The Board is under no compulsion to continue the employment of non-tenure certificated employees beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth, nor shall the pregnancy/child-rearing leave period be counted for tenure purposes.

## **ARTICLE XXI (continued)**

5. The Board shall be under no compulsion to hold open the same position of a non-tenure teacher or a non-certificated employee on said leave. Rather, return shall be predicated on positions available on the date of return.
6. The Board agrees that it shall comply with applicable Federal and State Laws with respect to maternity leave as interpreted by the courts.

### **C. ADOPTION LEAVE**

An employee planning to adopt a child shall notify the Administration of the planned adoption as soon as practicable. Said employee may request adoption 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 employee, and shall terminate not more than two (2) years after adoption. Upon the recommendation of the Superintendent and the approval of the Board, the employee 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 XXII

### TEACHERS 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 either with salary, with one half (1/2) salary, or without salary, to enable a teacher with seven (7) years service in the district to pursue advanced study or research, may be made under the following conditions:

1. The application for such leave shall be made in writing addressed to the Superintendent, 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 questions of with salary, or with one half (1/2) salary, or without salary, will be decided by the Board under the circumstances of each case. In those cases where full or one half (1/2) 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.
  - 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 XXII (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 one (1) teacher may be granted sabbatical leave of absence during any one (1) school year.

## ARTICLE XXIII

### REPRESENTATION FEE IN LIEU OF DUES

#### Representation Fee

Purpose of Fee – If an employee does not become a member of the Association during any membership year (i.e. September 1, to August 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority.

#### Amount of Fee / Notification

At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fee and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers / fee-payers will be 85%.

### DEDUCTION AND TRANSMISSION OF FEE

#### Notification

On or about January 1<sup>st</sup> each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

#### Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in above paragraph the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

#### Mechanics

Except as otherwise provided in this Article, the mechanics for the transmissions of such fee to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership due to the Association.

#### Changes

The Association will notify the Board in writing of any changes in the list provided in above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made after the Board received said notice.

#### New Employees

On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, and separation from employment or death.

## ARTICLE XXIV

### MISCELLANEOUS PROVISIONS

- A. This Agreement is the 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 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 term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee 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, and such correspondence shall be addressed as follows:

1. If by the Association:      Board Secretary  
   Mount Holly Township Board of Education  
   Levis Drive  
   Mount Holly, New Jersey 08060

2. If by the Board:              President  
   Mount Holly Twp. Education Association  
   Mount Holly Township Schools  
   Levis Drive  
   Mount Holly, New Jersey 08060

## ARTICLE XXIV (continued)

- 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.
- 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 workday, except as mutually agreed.
- 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 XXV**

**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- C. 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 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

MOUNT HOLLY TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

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Secretary

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Secretary

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