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AGREEMENT

BETWEEN

THE MULLICA TOWNSHIP EDUCATION ASSOCIATION

AND

THE MULLICA TOWNSHIP BOARD OF EDUCATION

JULY 1, 1988 TO JUNE 30, 1990

MULLICA TOWNSHIP  
EDUCATION ASSOCIATION

MULLICA TOWNSHIP  
BOARD OF EDUCATION

President  
Secretary

Patrick Cassario  
Rosemary Macrie

President  
Secretary  
Superintendent

Anthony Butterhof  
Carol S. Bubeck  
Dr. Martin Ney

RATIFICATION DATES

MULLICA TOWNSHIP BOARD OF EDUCATION - 9/9/88

MULLICA TOWNSHIP EDUCATION ASSOCIATION - 8/22/88

MULLICA TOWNSHIP SCHOOL DISTRICT IS AN EQUAL  
OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

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ARTICLE I  
RECOGNITION

A. The Mullica Township Board of Education Recognizes the Mullica Township Education Association as the majority representative for professional negotiations concerning terms and conditions of employment for all regularly employed certified personnel - working more than twenty hours per week, whether federally funded or Board funded, of the Mullica Township School District - Excluding: administration; supervisory; per diem; temporary; non-professional; and confidential employees; and coordinators.

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

ARTICLE II  
NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations pursuant to Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. When the agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and the Association.

B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make proposals and counterproposals. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement, or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, or unless both parties agree to do so and reduce said intent to writing.

C. The negotiating representative of either party shall be elected, or designated solely by the party they represent adhering to the following criteria:

1. The negotiating representatives of the Association shall be certified teachers under the employ of the Board of Education and/or their chosen representative(s).
2. The negotiating representatives of the Board shall be duly elected members of the Board and or a member of the school Administration appointed by the President of the Board and/or their chosen representative(s).

D. This Agreement shall not be modified in whole or in part by either party, except by an instrument in writing - duly executed by both parties.

E. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make proposals, consider proposals, and make counterproposals, in the course of negotiations. The parties will present the tentatively reached agreement respectively to the Board and the bargaining unit membership for ratification or rejection. Both parties agree that during the period of negotiations the only publicity accorded the negotiations shall consist of a joint statement, or in the event the parties are unable to agree upon the wording of a statement, a joint statement shall be made stating that "No progress has been made." This does not exclude necessary confirmation and advisement within the parent groups.

F. The Board and the Association shall each appoint a secretary of their choosing for the purpose of taking minutes at all negotiations sessions. Immediately after agreement on any Article, or part thereof, a representative of the Board and the Association shall initial the same.

ARTICLE III  
GRIEVANCES

A. Definition

1. A grievance is an appeal by a teacher or group of teachers or the Association based upon the interpretation, application, or violation of this Agreement, affecting a teacher or group of teachers.

2. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers of the Association within ten (10) calendar days of its occurrence.

3. The Association's grievance, based upon the interpretation, application, or violation of this Agreement, shall include the names of the aggrieved.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which from time to time may arise, affecting teachers. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedures

1. A teacher or group of teachers or the Association having a grievance, shall first present the grievance verbally to his/her Principal. If the Principal's verbal response is not satisfactory to the aggrieved, then the aggrieved shall resubmit the grievance in writing to the Principal within (10) calendar days.

2. The school Principal shall within ten (10) calendar days reach a conclusion in writing. Should the Principal be without authority to reach a conclusion, or should the aggrieved desire to appeal the decision of the Principal, he or she, or the Association may do so within ten (10) calendar days by forwarding the same to the Superintendent of Schools. This appeal must be in writing, must set forth the grounds upon which the grievance rests, and request a conference within ten (10) calendar days.

3. The Superintendent shall attempt to resolve the grievance as quickly as possible and shall within fifteen (15) calendar days after the presentation of the matter to him, notify all parties of his decision in writing.

4. Should the Superintendent fail to reach a decision, or should the aggrieved or the Association be dissatisfied with the decision, the matter shall be referred to the Board at the next result meeting for determination.

5. The Board shall reach a decision within forty (40) calendar days of the same being referred to it and shall notify all persons of the decision in writing.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved, then the matter shall be referred to advisory arbitration within twenty (20) calendar days. The recommendations of the arbitrator shall be advisory and non-binding on all parties.

7. All documents, communications, and records during the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

8. Forms for filing grievances shall be prepared jointly by the Superintendent and Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

9. All meetings and hearings under this procedure shall be conducted privately.

10. If any grievance reaches advisory arbitration, all costs and expenses for the procurement and retainment of an advisory arbitrator shall be borne equally by both the Board and the Association. Any other expenses shall be paid by the party incurring same.

11. The procurement of an advisory arbitrator shall be through the New Jersey Public Employment Relations Commission (PERC), and such arbitrator shall be mutually acceptable to both the aggrieved and the Board.

12. Further appeals from the decision of the Board may be had as prescribed by law.

13. Nothing herein precludes expediting the time frame before the end of the school year.

#### D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative mutually selected and approved by the Association and the aggrieved.

2. When the aggrieved is not represented by the Association in the processing of a grievance, the Association must be notified that the grievance is in process (by the aggrieved) at the time of the submission of the grievance in writing.

3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

### ARTICLE IV ADMINISTRATION/TEACHER LIAISON COMMITTEE

There shall be established a liaison committee comprising of a maximum of three Administrators or their designees and a maximum of five representatives of the Association who shall meet every other month commencing in October at a time of mutual convenience, outside of working hours to discuss the administration of this Agreement and/or other problems of mutual concern. Initiation of such meetings shall be in writing by either party suggesting to dates and time for such meeting and listing of topics for discussion. The respondent may also add other items for discussion and suggest alternate dates and times. It is expressly understood that such meetings are not to be binding upon either party to this agreement.

ARTICLE V  
RIGHTS OF THE PARTIES

A. Board of Education Rights

1. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.

2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.

3. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by its law.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

C. Teacher Rights

1. Statement of Reason: No teacher shall be disciplined, reduced in rank or compensation, or reprimanded without reasons being given. This section may be grieved to the Board level only.

2. Meeting Which Could Adversely Affect Employment: Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his/her office, position, or employment, or the salary or increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him during such meeting or interview (18A:25-7).

3. Teacher Performance: Except if serious circumstances exist which makes such a determination impractical, both parties to this Agreement acknowledge that criticism of a teacher's performance by an administrator shall take place in a confidential setting.

4. Personnel Files: Teachers shall have a right, upon request, to review the contents of their personnel files. Teachers shall receive a copy of all material placed in his/her personnel file, and shall have the right to attach a rebuttal within ten school days of receipt of this copy. The teacher shall sign a receipt for the copy which does not necessarily indicate agreement with the content of the document.

5. Student Grades: In the event that a student's grade is to be changed by the Board or its agent, then the teacher concerned shall be notified in advance and be afforded opportunity for a conference. If such grade change is subsequently effectuated, the teacher shall be notified of the change in writing.

D. Association Rights

1. The Association and its representatives may use the school facilities at reasonable times and hours, providing that approval for such use is granted by the Superintendent of Schools.

2. The Association president shall be released from administrative duties for the term of his/her presidency.

3. The Board shall provide a copy of Board agendas available to the public to the Association president prior to all Board meetings and shall send approved minutes of Board meetings to the Association president as soon as they are available.

ARTICLE VI

TEACHER WORK YEAR

A. The work year for all teachers shall not begin before September 1st, nor end after June 30th - except for new teachers, who may be requested to report for an Orientation Workshop during the last week of August.

B. The teacher work year for all teachers - except new teachers - shall be every day school is in session for the students, plus five (5) additional days (if deemed necessary by the Board of Education and/or School Administration).

C. The teacher work year for new teachers shall be every day school is in session for the students, plus six (6) additional days (if deemed necessary by the Board of Education and/or School Administration).

ARTICLE VII

TEACHER WORK DAY

A. Teacher Hours

The required work day for all teachers shall consist of seven (7) hours. Teachers shall be required to attend staff meetings when requested by the Board and/or Administration. If part of the school district is operating on split or staggered session, all teachers shall be requested to work the same amount of time per day.

B. Lunch Periods

Full-time teachers shall have a guaranteed, duty-free, daily lunch period of not less than thirty (30) minutes per full teacher work day. Teachers may leave the building during the lunch period, as long as their supervisor is informed of such.

C. After-School Detention Duty

After-school detention duty shall be posted and volunteers shall be requested. If there are not sufficient detention volunteers, teachers shall be assigned on a rotating and equitable basis.

D. Preparation Time

Teachers shall be guaranteed 150 minutes per week between Monday and Friday in a minimum of 30 minute blocks during the student day. The Lauer School teachers shall be excluded from the consecutive minute requirement.

Note: Intent of the parties is that "short" instruction days relieve the Board of scheduled preparation time during the in-service time. That preparation time for days when school is closed shall not be owed as compensation to a teacher. The Board shall make a reasonable effort to secure substitutes for absent teachers.



ARTICLE VIII  
SALARIES

A. Salary Provisions

1. The salaries for the period of July 1, 1988 to June 30, 1990 of all teachers covered by this Agreement are set forth in Salary Guides, as shown in Addendum A, which is attached hereto and made a part hereof. These salary guides must be mutually agreed upon by the Association and the Board prior to implementation.

2. The salary guide is deemed a minimum and the Board reserves the right to pay more than the salary guide in order to secure the services of a teacher in an emergency, and also reserves the right to hold any teacher at any place on the guide until the experience and training (or both) warrant the salary. The maximum salary, to be paid a new teacher shall not exceed their years of teaching experience as applied to the Maximum Salary Step Guide for New Teachers, as shown in Addendum B. It is expressly understood that the maximum salary placement shall not apply to any newly hired psychologist, learning consultant, or school social worker.

B. Method of Payment

Teachers shall be paid every other Friday.

C. Payroll Deductions

Payroll deductions shall be made (if the employee requests such deductions) for the following items:

1. Professional association dues.
2. Mutually acceptable Bank Savings Program.
3. One Income Protection Plan of teacher's choice.
4. U.S. Savings Bond Program.
5. Tax-Sheltered Annuity Program: The Board shall agree to deduct from the salaries of its teachers such amounts as the teacher involved legally authorizes for those tax-sheltered annuity programs as authorized and so designated to the Board by the Association. The number of carriers of such programs shall not exceed two and the Board shall receive only one bill from each carrier per pay period no matter how many programs are authorized. The Board shall have the right to review the nature of each program and the right to question such. Except for the mailing of the payments, the Association shall save the Board harmless regarding selection of such programs/carriers and/or any other items pertaining to such programs/carriers. Furthermore, the Association shall give the plan authorization to the Board Secretary no later than August 1, of each calendar year. Such deductions must be in accordance with both rules and regulations of the selected program and of the following paragraph. If a teacher makes any change in his/her authorized deduction more than once during any school year, the Board shall be released from its obligation to make such deductions for the remainder of that school year.

D. Withholding of Increment: The decision of the Board to withhold the increment of a teacher shall be in accordance with N.J.S.A. 18A:29-14 and applicable case law. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him/her an opportunity to discuss the reasons for such action.

E. School Year Extra Curricular, Detention, Latchkey and Home Instruction Compensation: Teacher participation in School Year extra curricular, detention, latchkey, and home instruction activities/programs which extend beyond the regular work day shall be compensated at the rate of \$15.00/hr during the 1988/1989 and 1989/1990 school years. Teachers shall have the opportunity to apply for these positions. All positions shall be posted and volunteers shall be requested. If there are no volunteers for positions, the Board reserves the right to assign teachers on a rotating and equitable basis. The Board must officially approve each activity, program, and position before the teacher shall be eligible for compensation. Hours and staffing for all activities and programs shall be determined by The Board.

F. Non Workday Compensation for Attendance At Workshops: All workshops other than during the regular teacher workday shall be compensated at the rate of \$8.00 per hour beginning 9/1/88, and \$9.00 per hour beginning 7/1/89. All participation shall be strictly voluntary, and shall be approved in advance by the Superintendent or Board of Education. Compensation will not include travel time.

G. Summer School and Summer Latchkey: The rates of payment for Summer School teachers and Summer Latchkey teachers shall be \$11.00 per hour for 1988/1989 and \$12.00 per hour for 1989/1990.

H. Summer Special Education Coordinator: The Summer Special Education Coordinator shall be compensated at the rate of \$15.00 per hour.

I. Child Study Chairperson: The Child Study Chairperson shall be compensated at the rate of \$15.00 per hour for all hours worked in addition to the regular work day. Such hours must be pre-approved by the Board of Education.

ARTICLE IX  
TUITION REIMBURSEMENT

- A. All courses must be job related and approved by the Superintendent of Schools in writing prior to registering for any course.
- B. Courses may be on the undergraduate or graduate level, but must be given by an accredited two or four-year college or university.
- C. A passing grade of B or better must be earned.
- D. Tuition reimbursement shall be six credits per year at the prevailing Glassboro State College rate.
- E. Teachers shall be reimbursed upon presentation of college transcripts and receipts.
- F. Claims for reimbursement for courses must be made within ninety days after receipt of final grades.
- G. Teachers must present a signed voucher to the Superintendent's office at the time grades and receipts are being recorded for reimbursement.
- H. All transactions must be made by the individual involved: No substitute presentation or mail transaction shall be permitted.
- I. To be eligible for reimbursement, all employees must be under contract to teach in the Mullica Township School District.
- J. Reimbursement for mileage, meals, books, etc., shall not be permitted - only tuition shall be reimbursable.

ARTICLE X  
TEACHER ASSIGNMENT

A. Notification

1. All teachers shall be informed by the Administration no later than the last school day concerning their assignment for the next contract year. If subsequent change is required during summer recess, then such teachers will be advised, in writing, to his/her file address and will be provided an opportunity for a conference with the Superintendent if so requested.

2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level and school for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable, except in cases of emergency.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after contract notifications, the teacher affected shall be notified promptly and given the reasons for such change.

B. Transfers and Reassignments

1. Voluntary Transfers

A teacher who desires a change in grade and/or subject assignments or who desires to transfer to another building, may file a written request with the Superintendent. If the teacher desires, a conference will be provided to discuss the reasons. It is specifically understood that granting such request is not obligatory upon the District.

2. Involuntary Transfers

If a teacher is required to transfer involuntarily because of operational requirements of the School District, then such teacher shall be afforded opportunity for a conference with the Superintendent to discuss the circumstances prior to the effectuation of such change.

C. Assignment Criteria

In order to assure that pupils are taught by teachers working within their area of competence, an attempt shall be made to assign teachers to teach in fields and grades which their training and experience make them competent to teach.

D. Traveling Teachers

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in any unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable.

E. Mileage Compensation

Teachers shall be compensated at the rate of 20¢ per mile when traveling between school at their personal expense on approved school business.

F. Position Vacancies

All openings for positions in the summer school, federal programs, and all positions (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized.

ARTICLE XI  
TEACHER EVALUATION

A. Non-Tenured Teachers

Non-tenured teachers shall be formally evaluated a least three (3) times per year. Teachers shall be given a written copy of the evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

B. Tenured Teachers

Tenured teachers shall be formally evaluated at least one (1) time per year. If the first formal evaluation indicates that improvement is needed, it shall be followed by at least a second formal evaluation. Teachers shall be given the opportunity to have a conference with the Administration and/or Supervisor making the evaluation within a reasonable period of time following such evaluation. It shall be the teacher's responsibility to make an appointment for the evaluation conference.

ARTICLE XII  
COMPLAINT PROCEDURE

Any complaint regarding a teacher that is made to any member of the School Administration by a parent, student, or other person, which may be used in any manner in evaluating a teacher shall be brought to the teacher's attention. The Administration shall meet with the teacher to appraise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally. The teacher shall have the right to request representation by the Association at any meetings or conferences regarding such complaints.

ARTICLE XIII  
SICK LEAVE

A. Definition (18A:30-1)

Sick leave is hereby defined to mean the absences from his/her post of duty, of any person, because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of contagious disease, or of being quarantined for such a disease in his/her immediate household.

B. Number of Sick Days

All teachers shall be entitled to ten days sick leave per year with full pay. Unused sick leave shall be accumulative. If a teacher uses up all of his/her sick leave, he/she shall have 1/200 of his/her annual contract salary deducted from his/her pay, unless the Board sees fit to continue paying the teacher.

C. Physician's Certificate Requirement

A physician's certificate is required for all school personnel for any absence (due to illness) of three or more consecutive working days.

D. Written Accounting of Accumulated Sick Leave

Teachers shall be given a written accounting of accumulated sick leave no later than September 15th of each school year.

E. Compensation for Unused Sick Leave

Each employee retiring from the district with at least fifteen years service within the district, and retiring according to the provisions of the TPAF, shall be compensated at the rate of \$20.00 per day from 7/1/88 to 6/30/89, and \$25.00 per day from 7/1/89 to 6/30/90, for all unused accumulated sick leave up to a maximum of \$5,000 per retiree. Retirees will be reimbursed within one calendar year after written notice of retirement. In no case will such payment be made prior to retirement.

ARTICLE XIV  
LEAVES OF ABSENCE

A. Administrative Leave

Emergency administrative leave (without loss of pay), not to exceed a total of three days per year, shall be granted by the Superintendent of Schools for the following reasons:

1. Religious Holidays (with two weeks lead notification)
2. Death of Near Relative (defined as: Grandfather, Grandmother, Aunt, Uncle, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law) one day for each occurrence.
3. Provable Serious Illness In the Immediate Family. A teacher may be required by the administration to support such absence by a physician's statement. (Immediate Family = Husband; Wife; Child; Brother; Sister; Parent; Mother/Father-in-law; or any Family Member living in the same household).
4. Approved Obligations - not to exceed one day per school year.
5. Emergencies and Legal Obligations

\* Administrative Leave shall not be accumulated from year to year.

\*\* Emergency administrative leave shall be charged in fifteen minute increments.

B. Death in Family Leave

Four days emergency leave shall be granted for each occurrence of death in the immediate family. This leave is not accumulative, from year to year, and must be approved by the Superintendent of Schools. (Immediate family defined as: Husband, Wife, Child, Brother, Sister, Parents, Mother-in-law, Father-in-law, Grandchild, or any family member living in the same household).

C. Child Rearing Leave

Staff members may request leaves of absence for child rearing reasons in accordance with the following stipulations:

1. Such leave must begin within 31 days of the birth or adoption of a child, or upon the termination of Board approved maternity disability sick leave, if such approved sick leave exceeds 31 days following the birth; and will terminate no later than September 1st, following the birth or adoption.

2. Such leave may be requested to be extended for the succeeding school year following the birth or adoption.

3. In no case will such leave be granted for more than two - (or any part thereof) - school years.

4. There will be no pay, fringe benefits, seniority rights, salary scale credit, etc., accrued during such leave.

5. All such leave must be requested in writing to the Superintendent of Schools, 90 days prior to the beginning of the leave.

6. The employee must notify the Superintendent of Schools by February 1st as to whether or not he/she intends to: a. Terminate the leave as of September 1st; b. request an additional 1 year leave if applicable; c. Resign from position. Failure to notify by February 1st will result in employment termination.

D. Other Leaves of Absence

All Leaves of Absence - except: accumulated sick leave; administrative leave; death-in-family leave; earned vacation; short term emergency leave - must be approved by the Board of Education in advance. Such request must state the reason and term of the leave, and be submitted to the Superintendent in writing ninety(90) days prior to the requested leave.

Any employee who is granted a Leave of Absence, by the Board of Education, must notify the Superintendent of his/her intent to return to an active employment status.

No salary or fringe benefits will be available to employees while on leave of absence; and, leave of absence time shall not be considered as experience time for salary purposes.



ARTICLE XV  
HEALTH INSURANCES

A. N.J. State Health Benefits Program

All teachers may enroll in the New Jersey State Health Benefits Program during the annual enrollment period. The State Program includes Blue Cross/Blue Shield, Rider J, and Major Medical Insurance. The Board shall be responsible for paying 100% of the premiums for such coverage through June 30, 1990, at which time a cap on the Board's payment shall be instituted at the premium rate in effect as of June 30, 1990.

B. Prescription Program

All teachers may enroll in the \$1.00 Co-pay Prescription Plan. The Board shall be responsible for paying 100% of the premiums for such coverage through June 30, 1990, at which time a cap on the Board's payment shall be instituted at the premium rate in effect as of June 30, 1990.

C. Dental Plan

All teachers may enroll in the Dental Plan Program (Delta 2-A or equivalent). The Board shall be responsible for paying 100% of the premiums for such coverage through June 30, 1990, at which time a cap on the Board's payment shall be instituted at the premium rate in effect as of June 30, 1990.

ARTICLE XVI  
REPRESENTATION FEE FOR NONMEMBERS - AGENCY SHOP

A. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.

2. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall be eight-five percent of the regular membership dues, fees, and assessments.

3. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such teachers, in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks in November; or thirty days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles, and dates of employment for all such employees.

E. Indemnification and Save Harmless Provision

1. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, other than as set forth herein, because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

2. The Association shall indemnify and save the Board and other Agents of the School District harmless against any and all claims, demands, suits or other forms of liability, including reasonable legal and/or representation fees, resulting from any of the provisions of this Article or in reliance on the list, notice or assignment furnished under this Article.

ARTICLE XVII  
MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board Policy for the term of the Agreement, and the Board and the Association shall carry out the commitments contained herein, and shall give them full force and effect as Board policy.

B. State Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 the law, but all other provisions or applications shall continue in full force and effect.

C. Proper Procedures

All parties agree to follow the procedures as outlined in this Agreement, and to use no other channels to resolve any question or proposal until the Procedures within this Agreement are fully exhausted.

D. Nondiscrimination

The Board and Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, domicile, or marital status.

E. Work Stoppages

The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members shall engage in, encourage, sanction, support, or suggest any strikes. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities, and shall instruct members to return to their normal duties.

F. Printing of Agreement

Sufficient copies of this Agreement shall be given to the Association president to be distributed to each member of the Association within thirty (30) days of its ratification. The expense for printing sufficient copies for distribution to all teachers shall be shared equally by the Board and the Association. The printing format of the Agreement shall be mutually agreed upon.

G. Official Notice

Whenever any notice is required to be given to either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter to: The Mullica Township Superintendent at his/her office address; the Mullica Township Education Association President at his/her home address.

ARTICLE XVIII  
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990.

RATIFICATION

MULLICA TOWNSHIP EDUCATION ASSOCIATION = 9/9/88

By.....  
Patrick Cassario, President

By.....  
Rosemary Macrie, Secretary

MULLICA TOWNSHIP BOARD OF EDUCATION = 8/22/88

By.....  
Anthony Butterhof, President

)  
By.....  
Carol S. Bubeck, Secretary

ADDENDUM A

MTEA SALARY GUIDE  
1988/1990

<u>1988/1989</u>			<u>1989/1990</u>	
<u>Step</u>	<u>B.A. Salary</u>		<u>Step</u>	<u>B.A. Salary</u>
-			1	\$ 22,000
1	\$ 21,100	→	2	\$ 23,000
2	\$ 22,400	→	3	\$ 24,300
3	\$ 23,600	→	4	\$ 25,700
4	\$ 24,600	→	5	\$ 27,100
5	\$ 26,400	→	6	\$ 28,700
6	\$ 27,400	→	7	\$ 30,200
7	\$ 28,400	→	8	\$ 31,700
8	\$ 29,400	} →	9	\$ 33,200
9	\$ 30,900			
10	\$ 32,400	→	10	\$ 35,600
11	\$ 33,900	} →	11	\$ 38,000
12	\$ 35,000			
13	\$ 36,900	→	12	\$ 40,600

Salary For Additional Credits/Degrees

BA/15 = + \$ 500.

MA/15 = + \$1,300.

MA = + \$1,000.

MA/30 = + \$1,600.

ADDENDUM B

MAXIMUM SALARY STEP GUIDE FOR NEW TEACHERS

The following salary step guide for new teachers represents the highest step on the guide that a new teacher may be placed (except for CST members). Since the initial salary is negotiable for new teachers, agreement may be reached to place them on a lower step on the guide.

<u>1988/1989</u>		<u>1989/1990</u>	
<u>Years Experience</u>	<u>Maximum Step</u>	<u>Years Experience</u>	<u>Maximum Step</u>
0	1	0	1
1	2	1	2
2	3	2	3
3 - 9	4	3	4
10 - 12	5	4 - 10	5
13	6	11 - 13	6
14	7	14	7
15 - 17	8	15	8
18	9	16 - 19	9
19 - 21	10	20 - 22	10
22	11	23 - 24	11
23	12	25+	12
24+	13		