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NOT CIRCULATE

03-25

AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION

For 1976 - 1978

Burlington County

LIBRARY  
Institute of Management and  
Labor Relations

1977

RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION OF UNIT

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certificated personnel under contract, or on leave as listed below only:

1. Teachers
2. Nurses
3. Special Services Personnel
4. Librarians

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in a negotiating unit as above defined.

C. The Association shall certify to the Board the names of its unit membership through acquisition of the Association membership payroll deduction in the Board Business Office. The Association, through the President, shall submit all other certified names to the Board.

D. This recognition shall not impair the rights of any employee or group of employees under Section 18, Article I, of the New Jersey Constitution which states:

"Persons in public employment shall have the right to organize, present to and make known to the State or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing."

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION PRIVILEGES

A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal school hours, he shall suffer no loss in pay.

B. The Association and/or its representative, with notification to the building principal, shall use school facilities for meetings after school hours provided that this shall not interfere with, nor interrupt, normal school operations.

C. The Association, with notification to the building principal, 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 cost of all materials and supplies incident to such 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 shall not interfere with, nor interrupt, normal school operation.

F. The President, Vice-President, Corresponding Secretary, Recording Secretary and Treasurer of the Association shall have the right to utilize their preparation periods and their lunch periods to perform functions concerning their Association duties, recogni-

zing that this function is important, and that they shall be able to move freely from building to building to cover these duties. The names of these officers from 1976-77 shall be submitted to the Superintendent within 10 calendar days from the ratification of this Agreement. The names of officers for the remainder of the term of this Agreement shall be submitted to the Superintendent within 10 calendar days from the date of their election or appointment to said office.

G. Information

The Board agrees to make available to the Association President, or his 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 financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premium, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

H. Office Space

The Association shall be provided without cost to it, the auxiliary room of the Holbein School Library, 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

TEACHER WORK YEAR

School Calendar

The establishing of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergency. A school calendar shall be subject to consultation between the Board and the Association.

However, in order to include the proper application of personnel, school calendar recommendations by the staff, (through the Administration), shall be submitted to the Board, (through the Superintendent), by November 1st.

The Board, in its final determination of the school calendar, will take into consideration the recommendation of the staff.

ARTICLE V

TEACHING HOURS

A. All teachers are requested, but are not obligated, to indicate their presence by placing a check mark in the appropriate column of the staff "sign-in" sheet.

B. Teachers are required to report to work at least twenty (20) minutes prior to the opening of school for the pupils' school day, and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day.

C. Teachers wishing to leave the building during their scheduled duty-free lunch period shall first clear through the building Principal or leave notification with the office if the building Principal is unavailable.

D. Teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall not exceed sixty (60) minutes.

E. The notice for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.

F. On Fridays and on days preceding holidays or vacations, teachers need not stay beyond the close of the pupils' school day.

G. Every teacher shall plan and teach course content in the manner considered most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to the procedures developed by the principal.

## ARTICLE VI

### TEACHER ASSIGNMENT AND LEAVES

#### A. Teacher Assignment and Transfers (Voluntary and Involuntary)

"In the interest of the best administration of the instructional program, the Superintendent shall have the power to assign or to alter the assignment of, or to transfer from one school to another, any employee of the Board of Education.

The Board recognizes what changes in grade assignment and transfers will be necessary. While the right of determination to assign or alter the assignment of a teacher is vested in the Superintendent, the Superintendent will not assign or transfer a teacher without prior discussion between said teacher and the Superintendent.

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and preferably by May 1st of each school year.

In making involuntary assignments or transfers, the wishes of the individual teacher will be honored to the extent that the considerations do not conflict with the best interests of the pupils and school system.

No later than April 1st of each school year, the Superintendent shall post in all school buildings, with a copy to the Association, a list of known teaching vacancies for the following school year.

Whenever a vacancy in any promotional position in the District shall occur, the Superintendent shall post such notice in each school.

Written notice of vacancy shall indicate a job description of the minimum requirements for the position. In filling promotional vacancies, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a function of the Board, and the decision of the Board with respect to such matters shall be final."

#### Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the superintendent by February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference.

#### B. Transfer Committee

The Board of Education and the Association agree that a Committee shall be formed to discuss and consider new criteria to be utilized in this Article.

Said Committee shall be comprised of three (3) representatives of the Board and three (3) representatives of the Association which

shall meet at mutually agreeable times to discuss proposed changes.

If new guidelines and criteria are mutually agreed upon and acceptable to the parties, these guidelines and criteria shall be placed into this Agreement.

ARTICLE VII

PREGNANCY LEAVE AND ADOPTION LEAVE

I. Pregnancy Leave

A. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a pregnancy leave without pay and said leave shall be granted. The Board shall grant pregnancy leave without pay to any teacher upon request subject to the following stipulations and limitations:

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

1. Her teaching performance substantially declines from the period preceding pregnancy.

2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:

(a) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or

(b) The Board's physician concludes she is unable to continue teaching.

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, or

3. Any other just cause is found to exist in N.J.S.A. Title 18A:30-1, et seq.

B. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1, et seq.

C. Any tenured or non-tenured teacher seeking such leave shall apply to the Board as soon as it is medically confirmed. At the time of application the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. If there is 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.

D. The Board may change the requested dates upon finding that the grant of a leave for the dates stipulated and medically



confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction 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 teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

E. Upon return from a pregnancy leave of absence, the teacher shall be reinstated in her same position for which she is certified if said teacher returns to such position within (2) years from the date of commencement of said leave.

F. The Board is under no compulsion to continue the employment of non-tenure employees beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The pregnancy leave period shall not be counted for tenure purposes.

G. The Board shall be under no compulsion to hold open the

same position of a non-tenured teacher on said leave, rather the return shall be predicated on positions available on the date of return and the certification of the returning teacher.

H. A teacher has the right to use any and all of her sick leave benefits during her pregnancy period prior to the time of child birth and upon medical certification that she is unable to continue in her duties. 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.

## II. Adoption Leave

A teacher planning to adopt a child shall notify the Superintendent of the planned adoption as soon as practicable. Said teacher may request adoptive leave without pay and said leave shall be granted. The leave shall become effective at a date mutually agreed upon by the Board and the teacher and shall terminate not more than two (2) years after adoption. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith. The leave provided herewith shall not be construed as a 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 VIII

### LEAVES OF ABSENCE

#### 1. Association Leave

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

#### 2. International and Federal Programs

A leave of absence without pay of up to one (1) year may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

#### 3. Outside Teaching

A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university, private school or other public school district.

#### 4. Military

Military leave without pay may be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave may be granted to join him for the period of special training in preparation for duty over-

seas in combat zones.

5. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

6. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing.

## ARTICLE IX

### SABBATICAL LEAVE

Application for "Sabbatical Leave" of absence not to exceed one (1) year with salary, or with partial salary, or without salary to enable a teacher with seven (7) years service in the District to pursue advance study or research, may be made under the following conditions:

1. The application for such leave shall be made in writing, addressed to the Superintendent, six (6) months in advance of the date such leave is to commence, thus enabling the Board of Education to obtain a suitable replacement for the applicant. The six (6) month restriction may be waived in those cases where, in the judgment of the Board, unusual circumstances warrant such action.

2. There shall be a Committee to be comprised of three (3) representatives from the Board of Education and three (3) representatives from the Association which will meet to determine criteria and standards which the Board shall, in its discretion use when judging the application plus applicant for Sabbatical Leave. Said criteria shall be established and set forth in this Agreement within 30 days from ratification of this Agreement.

3. Each application will be judged on its own merit, and if granted, the question of with salary, or with partial salary, or without salary will be decided by the Board under the circumstances of each case. In those cases where full or partial salary is granted, the applicant shall be required to contract with the Board to return

• and perform his professional duties for a minimum of two (2) years following the expiration of such leave. He shall further agree to refund (a) 100% of all salary paid during said sabbatical leave of absence in default of said return, or (b) 50% of all salary paid during said sabbatical leave of absence after a return of one year but less than two (2) years.

4. The teacher will retain tenure, and all other rights afforded by the district during his absence. Any additional benefits granted to regular teachers shall automatically apply to those on Sabbatical Leave.

5. The returning teacher shall be placed on the appropriate step of the salary scale he would have attained if Sabbatical Leave had not interrupted his service to the school district.

6. No more than 3% of the teachers may be granted Sabbatical Leave of absence during any one school year.

7. Notwithstanding Paragraph 6, above, the pay for any and all persons on Sabbatical Leave shall not exceed a total cumulative expenditure of \$10,000 in any one school year during the duration of this Agreement.

ARTICLE X

FACULTY-PRINCIPAL(S) AND DISTRICT LIAISON MEETINGS

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

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

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

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

The President of the Association and the Superintendent of Schools or a member of the Board of Education may attend any monthly

meeting, if so desired, specifically in a non-dominant capacity.

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

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

1. Chairman of the Board Negotiation Team
2. Superintendent of Schools
3. Chairman of the Association Negotiation Team
4. President of the Mount Holly Education Association
5. Building Representative from each building
6. Principal from each building

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



ARTICLE XI

TEACHERS NON-PERFORMANCE DUTIES

A. Intent

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

B. Application

1. List of non-teaching duties:

- a. Supervision of cafeterias
- b. Keeping attendance registers
- c. Marking, computing and compiling standardized test data, excepting those authorized personnel such as guidance counselors and others in the Special Services

2. Transporting Students:

No employee, unless specifically authorized, shall be permitted to drive students. Authorized personnel, (covered in this Agreement), are: the Psychologist, School Nurses, and School Guidance Counselors.

3. Teachers in grades kindergarten through five shall have one hour uninterrupted duty-free lunch each day.

C. Role of Professional Staff in Aide's Program

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

ARTICLE XII

SALARIES

EXHIBIT (A) SALARIES 1976-77

<u>RATIO</u>	<u>STEP</u>	<u>NON-DEGREE</u>	<u>DEGREE</u>	<u>DEGREE</u> <u>+ 15</u>	<u>DEGREE</u> <u>+ 30</u>	<u>MASTERS</u>	<u>MASTERS</u> <u>+ 15</u>
1.00	1	9900	10100	10250	10400	10700	10850
1.04	2	10304	10504	10654	10804	11104	11254
1.08	3	10708	10908	11058	11208	11508	11658
1.15	4	11415	11615	11765	11915	12215	12365
1.20	5	11920	12120	12270	12420	12720	12870
1.25	6	12425	12625	12775	12925	13225	13375
1.30	7	12930	13130	13280	13430	13730	13880
1.35	8	13435	13635	13785	13935	14235	14385
1.40	9	13940	14140	14290	14440	14740	14890
1.50	10	14950	15150	15300	15450	15750	15900
1.62	11	16162	16362	16512	16662	16962	17112
1.66	12	16566	16766	16916	17066	17366	17516
	MAX	16566	16766	16916	17066	17366	17516

Special Ratios are provided for the following positions:  
(Calculation + ration x place on teacher's salary guide above)

Psychologist . . . . .	1.08
Social Worker . . . . .	1.07
Learning Disabilities Specialist . . . . .	1.06

LONGEVITY INCREMENT

In addition to the salary set forth above, teachers with 15 or more years employment in the district shall receive during the 1976-77 contract period, a longevity increment as follows:

15 - 19 years in district . . . . .	200.00
20 or more years in district . . . . .	350.00

It is expressly understood that the above longevity increment is limited to the 1976-77 contract period.

EXHIBIT (B) SALARIES 1977-78

<u>RATIO</u>	<u>STEP</u>	<u>NON-DEGREE</u>	<u>DEGREE</u>	<u>DEGREE</u> <u>+ 15</u>	<u>DEGREE</u> <u>+ 30</u>	<u>MASTERS</u>	<u>MASTERS</u> <u>+ 15</u>
1.00	1	10500	10700	10850	11000	11300	11450
1.04	2	10928	11128	11278	11428	11728	11878
1.08	3	11356	11556	11706	11856	12156	12306
1.15	4	12105	12305	12455	12605	12905	13055
1.20	5	12640	12850	12990	13140	13440	13590
1.25	6	13175	13375	13525	13675	13975	14125
1.30	7	13710	13910	14060	14210	14510	14660
1.35	8	14245	14445	14595	14745	15045	15195
1.40	9	14780	14980	15130	15280	15580	15730
1.50	10	15850	16050	16200	16350	16650	16800
1.62	11	17134	17334	17484	17634	17934	18084
1.66	12	17562	17762	17912	18062	18362	18512
	MAX	17562	17762	17912	18062	18362	18512

Special Ratios are provided for the following positions:  
(Calculation + ratio x place on teacher's salary guide above)

Psychologist . . . . .	1.08
Social Worker . . . . .	1.07
Learning Disabilities Specialist . . . . .	1.06

LONGEVITY INCREMENT

In addition to the salary set forth above, teachers with 15 or more years employment in the district shall receive during the 1977-78 contract period, a longevity increment as follows:

15 - 19 years in district . . . . .	350.00
20 or more years in district . . . . .	500.00

It is expressly understood that the above longevity increment is limited to the 1977-78 contract period.

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

1. Twenty equal pay checks distributed throughout the ten (10) working months with no ten per cent (10%) deduction.

2. Twenty equal pay checks distributed throughout the ten (10) working months with a percentage deduction, specified by each individual, to be deposited in the Burlington County School Employees Federal Credit Union. It is expressly understood that this percentage shall not be changed during the term of the school year.

All employees must use either option 1 or 2, or this Paragraph B shall remain as set forth in Article X, Section B of the 1975-76 Agreement.

C. A schedule of pay dates will be posted in each school building on the first day of the school year. When a pay date falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay check on the last previous working day.

ARTICLE XIII

HOSPITALIZATION PAYMENTS

The Board shall pay the full cost of Hospitalization and Medical Surgical coverage, including the so-called Rider "J" endorsements, as written by the Hospitalization Service Plan of New Jersey, and the major medical insurance as provided under the State Health Benefits Program for all teachers, beginning with the 1976-1977 school year.

ARTICLE XIV

EXTRA-CURRICULAR COMPENSATION

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

	<u>FIRST YEAR</u>	<u>SECOND YEAR</u>
Director	\$4.05 per hour	\$4.20 per hour
Assistant	\$3.40 per hour	\$3.55 per hour

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 the Agreement; or a claimed violation, misinterpretation, or misapplication 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 "grievance" which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter

informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement.

3. Before a formal grievance is initiated, it is agreed that, whenever possible, it shall have been discussed and resolved through the procedure(s) covered under Article X, Faculty-Principal(s) Meetings of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

2. Failure to act within twenty (20) calendar days of the occurrence of complaint shall be deemed to constitute an abandonment of grievance.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.



4. Level I - A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A grievance to be considered under this procedure must be initiated by the aggrieved person within ten (10) school days of his knowledge of the events giving rise to the grievance.

5. Level II - If, as a result of the discussion, at Level I, the grievance is not resolved to the satisfaction of the teacher within ten (10) school days, he shall set forth the complaint in writing to the principal. The principal shall communicate his decision to the teacher and the Association in writing within ten (10) school days of the receipt of the written complaint.

The grievant shall specify the following in his written complaint:

- a. The nature of the grievance
- b. The result of the previous discussions at Level I
- c. The reason for dissatisfaction with the previous determination
- d. The remedies sought
- e. The Agreement provision or the Board policy alleged to have been violated

6. Level III - If the aggrieved person is not satisfied with the disposition of his grievance at Level II, he shall within ten (10) school days refer it to the Superintendent of Schools.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10)

school days. The Superintendent shall communicate his decision in writing, along with the supporting information, to the aggrieved person and to the Association.

7. Level IV - If the aggrieved person is not satisfied with the disposition of his grievance at Level III, he shall, within ten (10) school days, submit it to the Board of Education in writing. The Board shall review the grievance, hold a hearing with the aggrieved person as requested, and render a decision within twenty (20) school days.

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 fourteen (14) school days after the grievance was delivered to the Board, he shall request in writing within fourteen (14) school days that the Association submit the grievance to arbitration; a copy of such request shall be forwarded to the Superintendent. If the Executive Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fourteen (14) school days after the receipt of the request by the aggrieved person. Failure to act within the prescribed time periods shall constitute an abandonment of the grievance. The affected teacher must abide by the majority decision of the Executive Committee of the Association and may not personally take the

Board to arbitration following a rejection of his grievance by the Executive Committee of the Association.

b. Within ten (10) School days after such written notice of submission to arbitration, the Board and the grievant or his 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 then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the Representative of the Board and Executive Committee and hold hearings promptly and shall issue his 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. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted

to the Board and the Association and shall be final and binding on all parties. The cost for the services of the arbitrator including per-diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any teacher may be represented at all stages of the grievance procedure by himself, or at his option, by one mutually selected representative approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, or any member of the Executive Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. All meetings or hearings under this procedure shall be conducted in private and shall include only such parties heretofore referred to in the article.

2. Any teacher who may have a grievance pending shall not have the right to refuse an administrative directive or a Board policy on the grounds that he has instituted a grievance. The

teacher must continue under the direction of the administration regardless of the pending of any grievance until such grievance is properly determined.

3. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level III. The Association may process such a grievance through all levels of the grievance procedure.

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

5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

A. This Agreement is a result of collective negotiations between the Board and the Association which have been conducted under requirements and directives of statute law. The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the Board and the Association. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date. The intent of this clause is to apply to this Agreement only.

B. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Copies of this Agreement shall be provided by the Board after the Agreement has been officially ratified by both the Board and the Association.

D. Whenever either party to this Agreement is required to correspond with the other party, only the Association President or the Board Secretary shall correspond, such correspondence shall be addressed as follows:

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

E. A blanket policy is carried by the Board to cover any and all employees who are required to use their personal automobile on Board business.

F. All business conducted on behalf of the Association, relating to negotiations, will be conducted outside the hours designated as the normal school day.

ARTICLE XVII

TEACHERS' RIGHTS

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

B. Just Cause Provision

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

C. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his designee, Board, or any Committee, Member, Representative or Agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, that he 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 and represent him during such meeting or interview.



ARTICLE XVIII

TEACHER ASSIGNMENT

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

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

C. Expenses - Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for such travel at the rate of fifteen cents (15¢) per mile.

ARTICLE XIX

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date - The Superintendent shall deliver to the Association and post in all school buildings a list of known vacancies which shall occur during the following school year.

2. Summer Vacancies - When a vacancy occurs during the summer months the Superintendent shall notify any teacher who has a written request for change in grade and/or subject assignment on file, if the vacancy concurs with their request.

3. Filing Requests - Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent by February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference.

B. Criteria for Assignment - In the determination of requests for voluntary reassignment and/or transfer the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

C. The teacher returning from a Leave shall be reinstated in his or her position unless that teacher desires a voluntary transfer to another position, and has complied with the notification policy in Section A, Paragraph 3 of this Article XIX.

ARTICLE XX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests - No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and has met the requirement of Article XIX, Section A, Paragraph 3.

B. Notice - Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, preferably May 1st of each year.

C. Criteria - When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Mount Holly Township School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

D. Meeting and Appeal - An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal, at which time the teacher shall be notified of the reason therefore, In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him.

E. Priority in Reassignment - A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. All such teachers may be given adequate time off for the purpose of visiting schools at which open positions exist. Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position - i.e. one which, among other things does not involve reduction in rank or in teaching compensation.

ARTICLE XXI

SICK LEAVE

A. Sick Leave

1. As of September 1, 1976, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. When a non-tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added ten (10) days pay (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.

3. When a tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added five (5) days, and an additional twenty (20) days (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.

4. 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.

5. In cases where regular or accumulated sick leave allowance has expired, individual consideration may be given to additional sick leave allowance subject to the Superintendent's recommendation, with Board approval.

6. All tenure teachers as of June 30, 1976 shall receive an

additional five (5) bonus days for each fifty (50) days of accumulated sick leave. Once the additional five (5) days have been accrued, no further accrual shall be credited to any such leave until such time as the accrued sick days at the end of any school year shall reach the next plateau, i.e. 100, 150, 200, 250, 300. Bonus days shall not be used in the accrual process.

Example:

	<u>Regular Sick Days</u>	<u>Bonus Days</u>
End of 1974-75	50 . . . . .	5
For 1975-76	<u>+10</u>	
End of 1975-76	60	
For 1976-77	<u>+10</u>	
	70	
Used in 1976-77	<u>-30</u>	
End of 1976-77	40	
For 1977-78	<u>+10</u>	
End of 1977-78	50	
For 1978-79	<u>+10</u>	
End of 1978-79	60	
For 1979-80	<u>+10</u>	
End of 1979-80	70	
For 1980-81	<u>+10</u>	
End of 1980-81	80	
For 1981-82	<u>+10</u>	
End of 1981-82	90	
For 1982-83	<u>+10</u>	
End of 1982-83	100 . . . . .	5
For 1983-84	<u>+10</u>	
End of 1983-84	110 and	10 bonus days.

ARTICLE XXII

LEAVES OF ABSENCE (WITH PAY)

Written notification for Leaves of Absence shall be made at least three (3) days before taking such leave (except in cases of emergency).

1. Personal Leave - Personal Leave for (4) days per year are provided for bonafide business of a personal nature which requires absence during school hours. Unused Personal Leave days will become cumulative as Sick Leave days at the end of the school year; one day for each two days not taken. (One (1) day for two or three unused days, two (2) days for four unused days only. No half days are applicable in any way).

2. Religious Holidays - Leave shall be granted to Jewish personnel only specifically for the observance of Rosh Hashanah - two (2) days and Yom Kippur - one (1) day.

3. Professional Growth - Teachers may be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

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



5. Death of Other Relatives - Teachers shall be granted up to one (1) day as required in the event of a death of a relative outside the teacher's immediate family as defined in "4" above.

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

7. Court Appearances - When any teacher is required to appear in a legal proceeding or to serve as a member of a jury, full pay shall be made to such teacher, less the remuneration received for his court appearance.

8. Temporary Military Leave - Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid the difference between his regular pay and the amount of pay which he received from the State or Federal Government when his salary as a teacher is the higher amount.

9. On-The-Job Injury - Whenever any teacher is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board will pay the full salary or wages for this period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provision. Days lost for on-the-job injuries are covered under Chapter 15 of Title 34, Labor and Workman's Compensation, of the revised Statutes, as referred to in 18:A 30-2.1. Any amount of salary or wages paid or payable to the

teacher shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

Teachers shall report to the principal's office the nature of the injury, no matter how minor it may be, how it happened, and the exact time.

10. Emergency Leave - Leave shall be permitted without loss of pay in cases not covered by the above-named rules, when the causes for such absence are deemed to be emergent or highly urgent in nature. The Board, through the Superintendent, shall determine such urgency and the duration of such leave.

ARTICLE XXIII

REDUCTION IN FORCE

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.

Nothing contained herein shall be construed to deny or restrict any rights a teacher may have under these New Jersey Laws and regulations.

ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1978.

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

B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. As many formal negotiations sessions *as are required.* will be scheduled in order to complete negotiations by mid December.

In witness whereof, the Board and the Association have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals placed hereon.

Mount Holly Township Education Association

Mount Holly Township Board of Education

*Robert J. Bell*  
\_\_\_\_\_  
President

*William J. [unclear]*  
\_\_\_\_\_  
President

*Teresa M. Meligan*  
\_\_\_\_\_  
Secretary

*Charles S. Hopla*  
\_\_\_\_\_  
Secretary

Date 11-29-76

11/29/76