

**MONTVALE PUBLIC SCHOOLS  
MONTVALE, NJ**

**AGREEMENT**

**between the**

**MONTVALE EDUCATION ASSOCIATION**

**and the**

**BOARD OF EDUCATION OF THE**

**BOROUGH OF MONTVALE**

**COUNTY OF BERGEN, NEW JERSEY**

**2012-2015**

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## **WITNESSETH**

WHEREAS, both parties have a mutual obligation to negotiate with each other, pursuant to N.J. Employer/Employee Relations Act, with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

### **PREAMBLE**

This Agreement, by and between the Board of Education of Montvale, County of Bergen, State of New Jersey, (hereinafter referred to as the "Board") and the Montvale Education Association (hereinafter referred to as the "Association" or "MEA") (hereinafter collectively referred to as the "Parties"), is entered into on this 26th day of March 2013.

## **ARTICLES GOVERNING ALL MEMBERS**

### **ARTICLE I**

#### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive representative for the purposes of collective negotiations concerning terms and conditions of employment on behalf of certified employees, secretaries, assistant to the librarian, assistant to the nurse in the negotiating unit, custodian/maintenance personnel, and excluding substitutes, administrative personnel, supervisory personnel, classroom aides, lunchroom aides, and part-time custodians.
- B. Unless otherwise indicated, the term employees when used hereinafter in this Agreement shall refer to all members represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The Parties agree to enter into collective negotiations for a successor Agreement in accordance with New Jersey Employer-Employee Relations Act, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such bargaining for the Successor Agreement shall begin one hundred twenty (120) days prior to the submission of the school budget unless public law mandates a different schedule. The Parties will attempt to initiate collective negotiations no later than November 15 for a Successor Agreement. Any Agreement so negotiated will be reduced to writing and submitted for ratification by both Parties. If approved, it shall be signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

- B. The Parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals and make counterproposals during negotiations subject to ratification by the Association and approval by the Board.
- C.
1. When mutually agreed, Board representatives, the Superintendent of Schools, and the MEA team may meet to discuss the administration of the terms and conditions of the Agreement. The party requesting the meeting shall submit, in writing, the item or items proposed for discussion.
  2. Should a mutually acceptable amendment to the Agreement be negotiated by the Parties, it shall be reduced to writing, and submitted to the Board and Association for ratification. If approved, it shall be signed by the authorized representatives of the Board and Association.
- D. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, 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 benefit existing prior to its effective date.

- E. This Agreement shall not be modified in whole or in part by the Parties except by a written instrument duly executed by both Parties.

### **ARTICLE III**

#### **BOARD RIGHTS**

The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decisions of the Courts of the United States and of the State of New Jersey, the Commissioner of Education, and the State Board of Education of the State of New Jersey, subject to the terms of this Agreement.

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

### **ARTICLE IV**

#### **EMPLOYEES' RIGHTS AND RESPONSIBILITIES**

- A. The Board agrees that it will not deprive or coerce any employee in the exercise of any rights granted to them under the New Jersey Employer-Employee Relations Act, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.
- B. That whenever any employee 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 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 person of his/her own choosing present to advise and represent him/her during such meeting or interview.
- C. Employees shall perform regularly assigned and/or temporary duties forthrightly and to the best of their ability. Employees shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and the Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Employees shall perform their professional charge in accordance with the laws of the United States and New Jersey, rules and regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.
- D. No material derogatory to an employee shall be placed in the employee's personnel file unless said employee has had an opportunity to review the material, except such material as may have been received in connection with the application for employment of the employee. The employee shall acknowledge that there has been the opportunity to review such material by signing the copy to be filed, with the express understanding that

such signature in no way indicates agreement with the contents or assents to its inclusion in the employee's personnel file. The employee shall have the right to append a written reply to such material.

## ARTICLES GOVERNING TEACHERS

### ARTICLE V

#### GRIEVANCE PROCEDURE

##### A. Definition

1. A "grievance" is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law, or regulation of the State Board of Education.
2. A grievance, to be considered under this procedure, must be initiated by the teacher within twenty (20) school days of the time of its occurrence or when the teacher(s) should have reasonably known.

##### B. Purpose

The purpose of this procedure is to secure at the lowest possible level solutions for both the teacher and the Board of Education. Both Parties agree that these proceedings shall be kept informal and confidential.

##### C. Procedure

1. It is understood that the teacher shall continue to observe all assignments, rules, and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible and the days at each level should be considered as maximum and both parties should make every effort to expedite the process.
2. Failure at any step within the procedure to communicate the decision on a grievance within the time limit shall permit the aggrieved to proceed to the next step.
3. Failing at any step of the grievance procedure to appeal to the next step within the time limit shall be deemed to be acceptance of the decision rendered at that step. An extension of time limits shall be granted, however, by mutual written consent of both Parties.

4. In the presentation of a grievance, the teacher shall have the right to be represented (from Level II on) by himself/herself or a representative of the Association. If the teacher chooses to represent himself/herself, the Association shall have the right to have a representative present to speak on behalf of the Association.
5. Teachers presenting a grievance or assisting in the presentation of a grievance are assured that no reprisals shall result because of participation in the procedure.
6. All grievances shall be filed on the standard district grievance form if not resolved at Level I.

7. Level I

Any teacher who has a grievance shall within twenty (20) school days discuss it first with his/her principal or immediate superior in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the teacher shall sign and submit the initiation form for compliance with Level I.

8. Level II

- a. If the grievance is not resolved at Level I to the satisfaction of the teacher within a maximum period of ten (10) school days, his/her grievance shall be submitted in writing to his principal specifying:
  - i. Clear identification as to the nature of the grievance.
  - ii. The relief sought.
- b. The principal shall communicate his/her decision in writing with the reasons within ten (10) school days.

9. Level III

- a. If the grievance is not resolved at Level II, the teacher, within a maximum period of ten (10) school days, may appeal the principal's decision to the Superintendent of Schools. This appeal must be in writing and must recite the original grievance and the teacher's reasons for dissatisfaction with the decision previously rendered.
- b. 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, within this same period of time shall communicate the decision in writing with reasons to both the teacher and the principal.



10. Level IV

- a. If the grievance is not resolved to the teacher's satisfaction at Level III the grievant may, no later than ten (10) school days after receiving the Superintendent's decision, request a review by the Board of Education.
- b. The Board, or a quorum thereof, shall review the grievance and at the request of the grievant or the request of the Board, hold a hearing with the grievant within thirty (30) calendar days of receipt of the grievance by the Board on a mutually acceptable date. The Board shall not be required to render a written decision in less than fifteen (15) calendar days following the hearing.
- c. No claim by a teacher shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of the Agreement.
- d. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenure teacher.

11. Scope of Arbitrability

- a. Binding arbitration under grievances shall not include:
  - i. The failure or refusal of the Board to renew the contract of a non-tenured teacher.
  - ii. Any action dealing with the tenure rights of a teacher.
  - iii. Any action dealing with the suspension of a teacher.
- b. In the above instances, the proceedings to be had shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.
- c. The above clause shall not be deemed to be a waiver of teachers' Constitutional protections.

12. Level V

- a. If the teacher is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator.
- b. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both Parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission.

Said request shall be made within twenty (20) calendar days of receipt of the Board's response or the expiration of the Board's thirty (30) calendar days.

- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, or subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's award.

**D. Costs**

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) Parties and such costs will be shared equally.
3. If time is lost by any teacher due to proceedings with the arbitrator (re: hearing[s]) necessitating the retention of a substitute, the Board will pay the cost of the substitute and the teacher shall suffer no loss in pay or leave benefits.

**ARTICLE VI**

**TEACHER OBSERVATION AND EVALUATION**

- A. Tenured teaching staff members shall be evaluated consistent with N.J.A.C. 6A:32-4.4.
  1. The purpose of the annual evaluation shall be to:
    - a. Promote professional excellence and improve the skills of teaching staff members;
    - b. Improve student learning and growth; and
    - c. Provide a basis for the review of performance of tenured teaching staff members.
  2. The annual summary conference between supervisors and teaching staff members shall be held before the written performance report is filed. The conference shall include, but not be limited to:
    - a. Review of the performance of the teaching staff member based upon the job description;
    - b. Review of the teaching staff member's progress toward the objectives of the individual professional development plan developed at the previous annual conference;

- c. Review of available indicators of student progress and growth toward the program objectives; and
  - d. Review of the annual written performance report and the signing of said report within five working days of the review.
3. The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include, but not be limited to:
- a. Performance areas of strength;
  - b. Performance areas needing improvement based upon the job description;
  - c. An individual professional development plan developed by the supervisor and the teaching staff member;
  - d. A summary of indicators of student progress and growth, and a statement of how these indicators related to the effectiveness of the overall program and the performance of the individual teaching staff member; and
  - e. Provisions for performance data, which have not been included in the report prepared by the supervisor, to be entered into the record by the evaluatee within ten (10) working days after the signing of the report.
4. These provisions are the minimum requirements for the evaluation of tenured teaching staff members.
- B. Nontenured teaching staff members shall be evaluated consistent with N.J.A.C. 6A:32-4.5.
- 1. Each of the three (3) observations required pursuant to N.J.S.A. 18A:27-3.1 shall be conducted for a minimum duration of one class period in a secondary school, and for one complete subject lesson in an elementary school.
  - 2. An annual written evaluation of the nontenured teaching staff member's total performance as an employee of the District Board of Education, including, but not limited to:
    - a. Performance areas of strength;
    - b. Performance areas needing improvement based upon the job description;
    - c. An individual professional development plan developed by the supervisor and the teaching staff member; and

- d. A summary of indicators of student progress and growth, and a statement of how these indicators related to the effectiveness of the overall program and the performance of the individual teaching staff member.
3. Each of the three (3) observations required pursuant to N.J.S.A. 18A:27-3.1 shall be followed within a reasonable period of time, but in no instance more than ten (10) working days, by a conference between the administrative or supervisory staff member who has made the observation and written evaluation, and the nontenured teaching staff member. Both parties to such a conference shall sign the written evaluation report and retain a copy for his or her records. The nontenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten (10) working days following the conference and such disclaimer shall be attached to each party's copy of the evaluation report.
4. The purposes of this procedure for the observation and evaluation of nontenured teaching staff members shall be to improve professional competence, identify deficiencies, extend assistance for the correction of such deficiencies, provide a basis for recommendations regarding reemployment, and improve the quality of instruction received by the students served by the District.

## **ARTICLE VII**

### **WORK YEAR AND WORK DAY**

- A. The Association shall, if it so desires, submit its recommendation for a school calendar to the Board and Superintendent of Schools prior to the adoption of the school calendar. The calendar is part of Board policy. The Association will be advised when the calendar is adopted by the Board.
- B. The work year for teachers employed on a ten (10) month basis shall include: one hundred eighty-one (181) student days, two (2) orientation days, and three (3) professional development days. Total teacher work days shall be one hundred eighty-six (186) days. *(For the 2012-2013 school year only, one non-instructional day will be added to the end of the school year for teachers in lieu of the orientation day that was not implemented at the start of the school year.)*
  1. New personnel may be required to attend additional orientation days as follows:
    - a. 1<sup>st</sup> year of employment – no compensation
      - 1). Last week of August, Monday/Tuesday – 9 a.m. – 12 p.m. with afternoon for room prep
      - 2). Last week of August, Wednesday/Thursday – 9 a.m. – 2:30 p.m.
      - 3). September/October/November – one (1) session each month from 3:30 p.m. – 5:30 p.m.

- b. 2<sup>nd</sup> year of employment – no compensation
  - 1). Last week of August, two (2) days from 9 a.m. – 2:30 p.m.
- C. Teachers shall be responsible for completion of their professional assignments before leaving for summer vacation. If a teacher completes all professional assignments and a teacher has completed the approved checkout list before the conclusion of the teacher’s last day, a teacher may leave after the students are dismissed. This does not preclude voluntary professional services being rendered at a teachers’ convenience.
- D. The first day for students will be a one-session day. There shall be a one-session day before the Thanksgiving recess. If the last school day preceding the December holiday recess is December 23, it shall be a one-session day. If the last day preceding the December recess is before December 23, it shall be a full day. The last two (2) days of school shall be one-session days for students.
- E. If for any reason whatsoever the minimum number of days required by school law or the rules and regulations of the State Board of Education have not been met, then the number of days in the calendar shall be extended for such period of time as may be necessary to comply with the minimum requirements of the State Department of Education as set forth in the rules and regulations of the State Board of Education.
- F. To meet Federal and state requirements for determining a student’s eligibility, classification, program, and/or placement, Child Study Team members may be required to report to the district up to ten (10) days during July and/or August on day(s) to be mutually agreed upon. If any additional time is necessary to meet these requirements, the CST members and the Board will mutually agree on the number of hours.

**IN-SCHOOL HOURS**

- A. The Board and the Association recognize and agree that the teachers’ responsibility to their students and their profession generally entails the expenditure of time beyond the normal working day. Teachers are entitled to regular time on which they can rely in order to accomplish their tasks. Regular time will be fairly and evenly maintained to the extent possible throughout the school system, except in emergencies, and without prejudice to voluntary professional service above and beyond contract requirements.
- B. Pre-K-8 teachers shall not be required to report earlier than fifteen (15) minutes before the start of the school day.
- C. The total weekly in-school hours for the **Memorial staff** shall be thirty-two (32) hours six (6) minutes excluding lunch.
  - 1. The daily hours are:
    - a. \*Monday 8:30 a.m.- 4:15 p.m.- 7 hrs. excluding 3/4 hr. lunch;
    - b. \*\*Tuesday 8:30 a.m.- 3:17 p.m.- 6 hrs. 2 min. excluding 3/4 hr. lunch;

- c. \*\*Wednesday 8:30 a.m.- 3:17 p.m.- 6 hrs. 2 min. excluding 3/4 hr. lunch;
- d. \*\*\*Thursday 8:30 a.m.- 4:15 p.m.- 7 hrs. excluding 3/4 hr. lunch; and
- e. Friday 8:30 a.m.- 3:17 p.m.- 6 hrs. 2 min. excluding 3/4 hr. lunch.

**NOTE:** Pupils for grades K-4 enter at 8:40 a.m., classes begin at 8:50 a.m. and are dismissed at 3:02 p.m. Pre-K and kindergarten teachers shall be responsible for supervising the safe entry and departure of their pupils.

2. The total weekly in-school hours for the **Fieldstone staff** shall be thirty-three (33) hours eight (8) minutes excluding lunch.

- a. \*Monday 8:25 a.m.- 4:15 p.m.- 7 hrs. 10 min. excluding 40 minute lunch;
- b. \*\*Tuesday 8:25 a.m.- 3:21 p.m.- 6 hrs. 16 min. excluding 40 minute lunch;
- c. \*\*Wednesday 8:25 a.m.- 3:21 p.m.- 6 hrs. 16 min. excluding 40 minute lunch;
- d. \*\*\*Thursday 8:25 a.m.- 4:15 p.m.- 7 hrs. 10 min. excluding 40 minute lunch; and
- e. Friday 8:25 a.m.- 3:21 p.m.- 6 hrs. 16 min. excluding 40 minute lunch.

**NOTE:** Pupils enter at 8:35 a.m. Classes begin at 8:42 a.m. and are dismissed at 3:06 p.m.

D. After School Closing

1. **\*MONDAY** will be set aside for professional staff meetings, which will end at 4:15 p.m. Each month one of these meetings will be designated for MEA meetings. However, the following Tuesdays will be reserved for professional staff meetings:

- a. 2012-2013 May 28, 2013
- b. 2013-2014 May 27, 2014
- c. 2014-2015 May 26, 2015

2. **TUESDAY-FRIDAY** - (**Fieldstone Middle School only**) Teachers shall be available to provide after school detention supervision on a rotating schedule basis Tuesday through Friday (schedule to be available on or about October 1<sup>st</sup>). There will be a maximum of one Friday assignment per teacher per school year.

3. **\*\*\*THURSDAY** - Teachers will set aside Thursdays for in-service meetings, curriculum development, and departmental meetings/grade level meetings, which will end at or before 4:15 p.m. Although these meetings may be scheduled for every Thursday, no teacher will be required to attend more than two meetings per month.
  4. **FRIDAY** - Teachers shall remain fifteen (15) minutes after the students leave.
  5. **Teachers shall be available for extra help by appointment during the school week. Each teacher shall have his/her schedule approved by the building principal, indicated on the teacher's website, and updated as may be necessary.**
- E. If teachers are not required to be in a Monday meeting, they will be permitted to leave at 3:17 p.m. at Memorial School and 3:21 p.m. at Fieldstone School, or at their regularly scheduled dismissal time.
- F. In addition to the teachers' regular in-school workday, teachers shall be required to attend one Back-to-School Night at the appropriate school.
- G. **PARENT/TEACHER CONFERENCES** shall be held on the following days:
1. Fall conferences:
    - a. Day 1 – One-session day (Conferences 2:00 p.m. – 7:00 p.m.)
    - b. Day 2 – One-session day (Conferences 2:00 p.m. – 7:00 p.m.)
  2. Spring conferences:
 

Day 3 – One-session day (Conferences 2:00 p.m. – 7:00 p.m.)
  3. Actual conference schedules will be determined by individual teachers and/or teacher teams. No teacher will have more than two (2) evenings' obligation for conferences in the fall and one (1) evening's obligation in the spring. Parents who can not be accommodated during the conference schedule, will be accommodated at a mutually agreed upon time. All teachers who do not participate in conferences will be engaged in professional activities until 4:00 p.m.
  4. Teachers involved in parent conferences will be excused from staff meetings on Monday and Thursday of spring conference week.
  5. School-wide parent/teacher conferences will not be scheduled on Fridays or during the week of Thanksgiving.
  6. At the start of the school year, the Association will be advised of the parent/teacher conference dates for the school year

H. **Curriculum Projects**

The Board may hire staff to write and/or revise curriculum at a “per project” fee on a voluntary participation basis.

I. **Board Presentations**

Anyone covered by this Agreement, except facilitators functioning in that role, if called upon to make more than one presentation in a given year at Public Board Meetings, shall be paid Fifty-Five Dollars (\$55) for each subsequent presentation.

J. **Co-Curricular/Interscholastic Sports (Appendix "B")**

1. Advisors or coaches who are new and/or any advisor/coach who takes over a new co-curricular/sport will be placed as per co-curricular/coaching guide (Appendix B-1). This also applies to current advisors/coaches who undertake a different co-curricular or sport during this Agreement.
2. Advisors and coaches in positions held continuously since the 1997-1998 school year will receive stipends as set forth in Appendix B.
3. Teachers who advise an approved co-curricular activity shall, upon submission of evidence of satisfactory performance and upon recommendation of the Principal or designee, receive a stipend as set forth in Appendix B.
4. Co-advisors of co-curricular activities shall be subject to the prior approval in writing of the building Principal. The single stipend set forth in Appendix B will be divided and shared between or among said approved co-advisors.
5. Classification of co-curricular/sport activity subject to revision by job description criteria.

K. **Flextime Scheduling**

Should the need arise, teacher(s) and the administration may mutually agree to a flextime schedule. Those teachers who work a flexible schedule shall be required to report to work no earlier than forty-five (45) minutes before the beginning of the regular teacher workday or shall be required to remain at school no later than forty-five (45) minutes after the regular teacher workday.

**NON-TEACHING DUTIES/RESPONSIBILITIES**

The Board and Association acknowledge that a teacher’s primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, as a general principle, the Board recognizes the desirability of relieving teachers of non-teaching assignments to the extent feasible.

- A. The Board agrees that teachers shall not be required to perform custodial duties.



**B. Preparation Periods**

In the event a teacher loses a preparation period and no equal time can be provided in the daily schedule, the teacher shall be compensated at the rate of Twenty Dollars (\$20) for each lost preparation period.

**C. Clerical**

Teachers shall be responsible for clerical work related to teaching assignments such as administrative data, attendance, cumulative folder data, budget information, accident reports, and reporting to parents.

**D. Supervisory**

1. Teachers shall be responsible for supervisory duties, including, supervision of corridors, study halls, transportation, recess, assemblies, fire and emergency drills, and field trips. If such supervision is needed, volunteers shall first be solicited.
2. The Board agrees that extra-curricular activities shall first be offered to qualified teaching staff on a voluntary basis.

3. Chaperones

<u>Dances/Concerts</u>	\$ 62	per activity	
<u>Overnight</u>	\$200	per evening	Boston, Frost Valley, Washington, DC, Washington Workshop
<u>Local Overnight</u>	\$100	per evening	Reading Sleepover - one staff member per 25 students
<u>Before School Playground/Bus Duty</u>	\$17.25	per diem	(2MS / 2 FMS)

4. Teachers shall not be required to transport pupils to activities, which take place away from the school building.

**E. Public Relations**

1. Teachers shall be responsible for parent/teacher conferences, informational programs, and submitting potential newspaper releases to the building administration for approval.
2. The MEA acknowledges the Montvale Parent-Teacher Organization as a vital auxiliary to the district. However, support of and participation in the PTO by the professional staff shall be on a voluntary basis.

F. **Care of Facilities and Equipment**

Teachers shall be responsible for maintaining inventories, classroom keys, and files, and for classroom readiness.

**ARTICLE VIII**

**SALARIES**

Board policy complies with New Jersey statutes 18A:29 - 7.

- A. No incremental advancement will be granted on the salary guide following the expiration of the Agreement, except as provided for by the Successor Agreement.
- B. The 2012-2015 salaries of all teachers covered by this AGREEMENT are set forth in Appendix A which is attached hereto and made a part hereof.
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments except that teachers will receive an initial check representing 1/4 (1 week) of their regular monthly pay on the Friday of the first week of work.
  - 1. For twenty-four (24) semi-monthly salary installments, the teacher may choose a payroll deduction to a savings account at the teacher's bank of choice. A monthly deduction would be made to provide for an amount equal to four (4) net payroll checks in the months of July and August. The teacher can then make withdrawals from the savings account over the summer months.
- D. Salary checks shall be issued each month on the fifteenth (15th) and the last day of the month to all permanent full-time professional employees except that distribution of payroll checks will be made at the close of the work day of the thirtieth (30th) day of the month in those months which have thirty-one (31) days. Salary checks due on these days and, when such dates fall on Saturday or Sunday, will be issued on the preceding Friday. Salary checks due on these dates and, when such dates fall during a vacation period, shall be issued the last day of work prior to the vacation period.
- E. Salary guide credit shall be allowed for military service in accordance with New Jersey Statute 18A:29-11.
- F. Any course credits received by a teacher which qualify that teacher for new placement on the salary guide, shall be accepted through the completion date of the fall semester and salary appropriately altered. In order to advance in training level effective September 1, the official transcript must be provided to show completion of the course occurred prior to September 1. Any course completed after September 1, and upon completion of the fall semester, which would cause salary level change, such salary level change shall be effective February 1, and retroactive to February, if applicable.
- G. Summer Duty Salary: When the Board requests teachers, facilitators, guidance counselors, and other certified staff covered by this Agreement to work beyond the last

day of school through the day before the first teacher day of school, and the teacher accepts, compensation shall be based on sixty-five percent (65%) X per diem of the prior fiscal year's contractual salary @1/200, prorated based on the number of hours authorized to work per day (not to exceed \$300 per day).

H. Summer Duty Salary: When the Board requires Child Study team members (Social Worker, Learning Disabilities Teacher/Consultant, School Psychologist, and Speech/Language Specialist) to work beyond the last day of school through the day before the first teacher day of school, compensation shall be based on the new contractual salary of 1/200<sup>th</sup> of the employee's step on the salary guide prorated based on the number of hours authorized to work per day.

I. Co-Curricular Stipends

1. Co-curricular salaries are attached as Appendix B.
2. Criteria for classification of co-curricular activities is attached as Appendix C.
3. Teachers who desire to establish a new co-curricular activity shall follow the following procedure:
  - a. The teacher and the MEA shall jointly present the concept to the appropriate administrator for review and approval.
  - b. The administration and the MEA must reach an agreement on classification prior to inception of the activity.

**ARTICLE IX**

**SICK LEAVE**

A. **SICK LEAVE**

1. Except as hereinafter set forth, as of the first official day of the school year, (September 1), all teachers employed are entitled to ten (10) personal sick leave days whether or not they report for duty on that day. When a teacher uses less than the allotted number of sick leave days during a contract period, the number of unused days is cumulative, and shall be credited as additional days beyond the ten (10) regular allotted days for any one year. Leave for personal illness is defined as absence due to the physical inability of the teacher to carry out his/her assigned duties. The interpretation as to whether or not the teacher is ill enough to absent himself/herself may be questioned at any time by the Superintendent, building principal or department head. A doctor's certificate may be requested by the Superintendent, at any time, if in his/her judgment one is needed to properly document claimed sick leave.

2. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the teacher at the beginning of each school year by the Superintendent.
3. The Board has the discretion to grant additional time beyond accumulated time in accordance with New Jersey Statute 18A:30-6. Application shall be on a fair and equitable case by case basis. The Board may grant full pay (less the pay of a substitute), partial pay, or no pay.
4. Proration of Sick Leave Days
  - a. If a teacher does not report for duty during the school year, the ten (10) sick days referred to in Paragraph 1 above shall not be credited.
  - b. Whenever any teacher shall report for duty later than one (1) month after the commencement of the school year, the ten (10) days referred to in Paragraph 1 above shall be reduced by one day for each month or fraction thereof in excess of fifteen (15) calendar days in any one month that such teacher reports late for duty.
  - c. During the final year of service, whenever any teacher retires prior to June 30, the ten (10) days sick leave will be pro-rated for payment of unused sick leave.

**B. PAYMENT FOR UNUSED SICK LEAVE**

1. **Eligibility**

Teachers, who have been continually employed for a minimum of thirteen (13) years in the District, have eighty (80) days of accumulated sick leave, and have met the criteria to receive immediate retirement benefits from the Teacher's Pension and Annuity Fund, shall be eligible to participate in the payment plan.

2. **Required Notice**

To qualify for payment upon retirement, a certified letter of resignation must be submitted or hand delivered (must be signed for by representative in Superintendent's office) at least ninety (90) days prior to the retirement date.

3. **Payment**

- a. Accumulated sick leave up to a maximum of 140 days shall be compensated on the following schedule:

13 to 22 yrs	\$80 a day
23 to 28 yrs	\$90 a day
29 to 32 yrs	\$95 a day
33+	\$110 a day

- b. The amount paid to any teacher shall be subject to any deductions required by law. Payment for accumulated sick leave shall be made within sixty (60) days, but in no case later than December 31<sup>st</sup> of the calendar year of retirement.

4. **Survivor Benefit**

If a teacher has fulfilled the eligibility requirements of ARTICLE IX, including required notice as in Paragraph 2, and said teacher dies, the benefit will be paid to the teacher's estate in accordance with provisions of this Article.

**ARTICLE X**

**TEMPORARY LEAVES OF ABSENCE**

Teachers will be entitled to the following non-cumulative leaves of absence with full pay:

A. **Bereavement**

1. In the case of the death of a parent (in-law), spouse, or children, a teacher shall be granted a leave of absence not in excess of five (5) working days.
2. In the case of the death of a brother(-in-law), sister(-in-law), or grandparent(s(-in-law)) residing in the household, a teacher shall be granted a leave of absence not in excess of five (5) working days.
3. In the case of the death of a brother(-in-law), sister(-in-law), or grandparent(s(-in-law)) not residing in the household, a teacher shall be granted a leave of absence not in excess of three (3) working days. In the case of the death of an aunt or uncle, a teacher shall be granted a leave of absence of three (3) working days. If travel beyond two hundred (200) miles is required, an additional one (1) working day may be permitted with the approval of the Superintendent.
4. All absences are to be within the seven (7) calendar days immediately following the day of death. Teachers will be allowed to use one (1) of the above days within twenty-one (21) calendar days for matters associated with the bereavement.

B. **Personal Business Days - Three (3) Days**

1. The written request for a personal business day must be submitted to the building principal for concurrence one calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent or his/her designee for disposition.
2. If a personal day is requested for less than one (1) calendar week prior to such day, a reason must be given and the request is subject to the Superintendent's approval.

3. Personal business days may not be granted on work days immediately preceding or immediately following scheduled holidays. Personal days also may not be granted at a time when the teacher's absence may seriously hinder the overall operation of the school; e.g., opening day, closing day, examination day, evaluation days, parent/teacher conference days.
4. The Superintendent of Schools may approve the use of a personal business day entitlement immediately preceding or following a school holiday for good cause shown. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure. Requests shall be submitted to the Superintendent on the standard district form specifying the reasons for said request via the Principal.
5. Payment for Unused Personal Days for Teachers – Unused personal days annually may be converted as follows:
  - 3 unused days -- \$100 per day
  - 2 unused days -- \$75 per day
  - 1 unused day – may be converted to the employee's accumulated sick leave or donated to the District's sick leave bank referred to in Article XLVI.

C. **Professional Days - Two (2) Days**

Teachers may be granted, at full pay, two (2) days of observation each school year to visit other school systems, or for other educational purposes subject to the approval of the principal and/or Superintendent. A written request for such must be submitted one (1) calendar week prior to the day that is requested to the building principal for concurrence. A verbal or written report may be required at the discretion of the building principal or Superintendent.

D. **Illness in the Family - Four (4) Days**

1. Four (4) days absence will be granted with pay for absence because of illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent for illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside.
2. A doctor's certificate may be required by the Superintendent if, in his/her opinion, one is needed to document said leave.

E. **Emergencies**

Absences due to weather conditions so extreme that a teacher is unable to get to school shall be referred, with recommendation by the Superintendent, to the Board of Education for decision. However, the teacher shall make every effort to report to school as soon as improved conditions will permit.

- F. Any other application for temporary leave of absence for good cause not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and Board of Education for decision.

## ARTICLE XI

### EXTENDED LEAVES OF ABSENCE

A. **Military Leave**

Military leave shall be granted in accordance with applicable statutes, rules, regulations and case law.

B. **Critical Illness**

A leave of absence without pay for up to one (1) year will be granted for the purpose of caring for a critically ill member of the teacher's immediate family. Immediate family shall mean parent, spouse, children, brother, or sister residing with the staff member. Leave taken under the Federal Family and Medical Leave Act ("FMLA") or the New Jersey Family Leave Act ("NJFLA") for purposes as defined in this paragraph shall be included as part of the leave.

C. **Maternity Leaves: Disability and Childcare**

1. Employees requesting extended leaves shall be informed of their eligibility for leave under the law and this Agreement.
2. The Board reserves the right to exercise its discretion granted under law to adjust extended leaves of absence to avoid disruptions in the educational program.
3. **Disability Leaves:**
  - a. An employee who anticipates a disability shall, if possible, notify his/her immediate supervisor in writing at least ninety (90) days prior to the anticipated commencement of the disability or as soon as the employee knows of it. In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
  - b. During the period of disability, an employee shall be entitled to accumulated sick leave and benefits as required under law. Time spent on paid disability leave shall be counted consecutively with unpaid time available under law.

- c. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve continuity of the educational program.
  - i. An employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual or presumed disability, according to law, the negotiated agreement and the rules of the insurance carrier.
  - ii. The period of disability which occurs during an involuntary leave shall also be credited towards time available under law. Except as otherwise required under statutes, no benefits shall accrue during time spent on unpaid leave.

4. Child Care Leaves

a. Procedures

- i. Child care leave without pay is available to eligible employees through statutes and through section 3 of this Article.
- ii. Employees desiring a child care leave shall notify their supervisor of their intent no less than ninety (90) calendar days before the anticipated delivery date. In the case of adoption, employees shall notify their supervisor when confirmation of the adoption is made.
- iii. Employees applying for child care leave shall be informed of their entitlements under statutes and under the contract. Employees seeking child care leave shall inform their supervisor of their selection of contractual and/or statutory leave and file a formal written application, as soon as possible, but not less than thirty (30) days prior to the anticipated delivery date. In the case of adoption, employees shall file their formal application and their request for a specific leave period as soon as the employee is notified of the date of custody.
- iv. Upon return from child care leave, a ten (10) month employee who actively worked at least five (5) full months, or a twelve (12) month employee who actively worked at least six (6) full months in the school year that the leave commences or terminates, shall have the full year credited for placement on the salary guide and longevity benefits.



- b. Statutory Leave: Child care leave is available to eligible employees either under the Federal Family and Medical Leave Act (“FMLA”) or New Jersey’s Family Leave Act (“NJFLA”).
  - i. Leave time taken under statutory entitlements may be taken consecutively; such time will be included in the contractual leave of up to one (1) year.
  - ii. Conditions for statutory leave (eligibility, time available, benefits, etc.) will be in accordance with legal requirements. The Board reserves the right to exercise its discretion granted under statutes and regulations to adjust extended leaves of absence to avoid disruptions in the educational program.
  
- c. Contractual Leave
  - i. Contractual child care leave shall begin immediately upon the termination of the disability leave and/or the statutory leave defined above.
  - ii. Nontenured employees’ child care leaves shall terminate at the end of the school year in which the leave began.
  - iii. A tenured teacher will be granted a leave of absence for child rearing or adoption for up to one (1) year, inclusive of all disability and statutory leave. The Board reserves the right to extend the leave for educational continuity purposes if the return date occurs during September or June. The teacher may be requested to return at a natural break (e.g., the end of the first marking period for a September return date, or the new school year for a June return date).
  - iv. In situations where both parents are employed by the Board, only one parent will be eligible for contractual leave. The Board will consider exceptions on a case-by-case basis and adjustments shall be at the full discretion of the Board and shall not be subject to arbitration.
  - v. Employees shall not be eligible for a new contractual child care leave until they have returned to active employment for at least one (1) full school year.
  
- d. Extensions
  - i. Employees may request extensions or other adjustments to the duration and conditions of leaves defined above.

- ii. The Board of Education will consider requested exemptions on a case-by-case basis and adjustments shall be at the full discretion of the Board and shall not be subject to arbitration.

D. **Benefits**

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, subject to new contract provisions. He/she may be reassigned to the same position which he/she held at the time said leave commenced, if available.

E. **Extensions and Renewals**

All extensions or renewals of leaves shall be applied for in writing and a written response shall be given.

**ARTICLE XII**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board of Education and the Association recognize that professional development is a continuing process. Graduate study, committee work, in-service programs, professional programs, institutes, teacher's meetings, curriculum development and research, and innovative techniques will be the responsibility of each teacher for the sake of himself/herself as a professional and the school system as a whole.

A. **Eligibility**

To be eligible for tuition reimbursement and/or change in salary guide placement, the teacher shall have been a full-time member of the professional staff for a period of one (1) full school year prior to enrollment in the course and shall have received the prior written approval of the Superintendent of Schools. Teachers not returning to the District will not be reimbursed for courses taken after the last student day. In the event that the Superintendent denies the approval, the employee may appeal the denial to the Board of Education.

B. **Approval of Courses**

1. Course work must be approved by the Superintendent in advance of enrollment and must be a graduate course at a duly authorized institution of higher education as defined by N.J.S.A. 18A:3-15.3. Only those approved courses related to the employee's current or future job responsibilities will be eligible for reimbursement.
2. All courses utilized for advancement on salary guide columns must be completed subsequent to the last degree held by the teacher.

C. **Payment**

The Board of Education agrees to a reimbursement for up to six (6) graduate credits not to exceed a maximum of One Thousand Five Hundred Fifty Dollars (\$1,550) (per twelve (12) month school year) for 2012-2015 toward the cost of tuition for approved courses. Reimbursement shall be payable upon satisfactory completion (grade B or better or pass/fail, if applicable) of the course as deemed by the school attended and the official transcript verified by the Superintendent. Teacher reimbursement will be on or about June 30 of that school year providing the teacher is still a member of the school district. The total payment by the Board of Education will not exceed Thirty Four Thousand Five Hundred Dollars (\$34,500).

D. **Required Training**

A teacher will receive full reimbursement of tuition, books and fees for course(s) of study at an accredited college or university, if required or requested to attend by the Superintendent, in writing, and which has been approved by the Board of Education. Reimbursement is payable upon proof of successful completion (grade B or better or pass/fail, if applicable) of the course(s) as deemed by the school attended. All expenses will be granted toward transportation, tolls, and parking expenses incurred.

**ARTICLE XIII**

**INSURANCE PROTECTION**

The Board of Education will pay the full premium for each full-time teacher, and in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies), the Board will consult with the MEA and assures the Association there will be no loss in protection or benefits.

A. For each teacher who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium as stated below in order to ensure uninterrupted coverage to provide insurance commencing September first (1st) and ending August thirty-first (31st).

B. The Board will provide the following:

STATE HEALTH BENEFITS PLAN  
(Horizon Blue Cross/Blue Shield\*)

The Board of Education will pay the premiums in effect July 1, 2012 for teachers inclusive of dependents for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however any payment above the rate in effect on July 1, 2012 will be subject to negotiation in the Successor Agreement. Any required insurance premium contributions shall be deducted from employees' bi-monthly paychecks.

C. DELTA DENTAL PREMIER PLAN

1. Employees hired July 1, 2000 or later:

- a. July 1, 2012 to June 30, 2013: The Board of Education will pay eighty percent (80%) of the premium in effect July 1, 2012 for teachers for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of single coverage premiums. The employee may purchase dependent coverage. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee eighty percent (80%)/twenty percent (20%) respectively, through June 30, 2013.
- b. Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the premium in effect July 1, 2013 for teachers for single coverage and the employee will pay ten percent (10%) of premium for single coverage. The employee may purchase dependent coverage and the Board of Education will pay fifty percent (50%) of dependent coverage premium and employee will pay fifty percent (50%) of the premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the successor Agreement.
- c. The employee share will be reimbursed to the Board of Education through payroll deduction.

2. Employees hired prior to July 1, 2000:

- a. July 1, 2012 to June 30, 2013: Effective July 1, 2012, the Board of Education will pay eighty percent (80%) of the premium for teachers and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of their dental premium. Any increase in the cost of dental benefits during the contract period shall be shared by the Board and the employee. The Board shall be responsible for eighty percent (80%) of the increase in dental premiums and the employee shall be responsible for twenty percent (20%) of the increase in dental premiums. However, any payment by the Board above the rate in effect on July 1, 2012, will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
- b. Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the cost of premium in effect July 1, 2013 for teachers and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay ten percent (10%) of their dental premium. . Any increase in dental benefits cost during the contract year(s) will be paid by

the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.

- c. The employee share will be reimbursed to the Board of Education through payroll deductions.
- D. The Board of Education will provide each teacher with a description of conditions and limits of coverage of the health-care insurance protection as supplied by the company(ies) provided under this Article.
- E. The Board of Education will provide a self insurance vision plan in which each member may be reimbursed annually on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to Three Hundred Dollars (\$300) for 2012-2015. The Board will authorize payment within thirty (30) days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts submitted to the State Health Benefits plan first and then, if rejected, the Board will reimburse as per provision of this paragraph.
- F. In order to qualify for medical benefits, employees must work a minimum of twenty-five (25) hours per week. In order to qualify for dental and vision benefits, employees must work a minimum of twenty-two (22) hours per week.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers 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.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- C. The Board agrees not to negotiate concerning said teachers in the negotiation unit as defined in ARTICLE I (RECOGNITION) of this Agreement, with any organization other than the Association for the duration of this Agreement.

- D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be subject of negotiations until the commencement of the negotiations for a Successor Agreement.

**ARTICLES GOVERNING SECRETARIES:**

**ARTICLE XVI**

**GRIEVANCE PROCEDURE**

**A. Definition**

1. A "grievance" shall mean a claim by a secretary(ies) or the Association that there has been an alleged violation, misinterpretation or inequitable application of board policies applicable to the MEA, the Agreement, or administrative decisions affecting terms and conditions of employment. The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law or regulation of the State Board of Education.
2. A grievance, to be considered under this procedure, must be initiated by the secretary within thirty (30) calendar days of the time of its occurrence.
3. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenured secretary.

**B. Purpose**

The purpose of this procedure is to secure a resolution to the grievance at the lowest possible level. Both Parties agree that these proceedings shall be kept confidential.

**C. Procedure**

1. It is understood that the secretary shall continue to observe all assignments, rules and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible. The days at each level should be considered as maximum and both Parties should make every effort to expedite the process.
2. Failure at any step within the procedure to communicate the decision within the time limits shall permit the aggrieved to proceed to the next step.

3. Failure at any step of the grievance procedure to appeal to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. However, an extension of time limits shall be granted by mutual written consent of both Parties.
4. Procedure shall be strictly adhered to. Failure to follow procedure shall be deemed sufficient reason to deny a grievance and no arbitrator may consider a grievance on substantive grounds when procedure has not been followed.
5. Any grievance shall be filed on the standard District grievance form.

6. Level I

Any secretary who has a grievance shall within twenty (20) calendar days discuss it first with the employee's principal or immediate supervisor in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the secretary shall sign the standard grievance form.

7. Level II

1. If the grievance is not resolved at Level I to the satisfaction of the secretary within the maximum period of ten (10) calendar days, the grievance shall be submitted in writing to the employee's principal or immediate supervisor specifying:
  - a. The nature of the grievance by identifying the Board policy, the article of the Agreement alleged to be violated or the administrative decision.
  - b. Relief sought.
2. The supervisor shall communicate the decision in writing with the reasons within ten (10) calendar days.

8. Level III

1. If the grievance is not resolved to the satisfaction of the secretary at Level II, the secretary may appeal the supervisor's decision to the Superintendent of Schools within a maximum of ten (10) calendar days. This appeal must be in writing, must recite the original grievance and the secretary's reasons for dissatisfaction with the decision rendered.
2. The Superintendent shall attempt to resolve this matter as quickly as possible within a period not to exceed ten (10) calendar days. If the matter cannot be resolved, the Superintendent, within this same period of time, shall communicate his/her decision in writing with reasons to both secretary and supervisor.

9. Level IV

1. If the grievance is not resolved to the satisfaction of the secretary at Level III, the secretary may request a review by the Board of Education within a maximum period of ten (10) calendar days after receiving the Superintendent's decision.
2. The Board, or a quorum thereof, shall review this grievance and at the request of the grievant or the request of the Board hold a hearing with the secretary within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall not be required to render a written decision in less than fifteen (15) calendar days following the hearing.
3. No claim by a secretary shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this Agreement.

10. Level V

1. If a secretary is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator except as noted in the grievance definition and Scope of Arbitrability.
2. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both Parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within twenty (20) calendar days of receipt of the Board's response or the expiration of the Board's thirty (30) calendar days.
3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding. Only the Board and aggrieved and the employee's representatives shall be given copies of the arbitrator's award.

D. Costs

1. Each party will bear its own costs.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) Parties. Such costs will be shared equally.
3. If time is lost by any secretary due to proceedings with the arbitrator (re: hearing(s) necessitating the retention of a substitute) the secretary shall suffer no loss in pay or leave benefits.



E. **Scope of Arbitrability**

Binding arbitration under grievances shall not include:

1. Board Policy and administrative decisions.
2. Any action dealing with the tenure rights of a secretary.

In the above instances, the proceedings shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of secretaries' Constitutional protections.

**ARTICLE XVI**

**SECRETARIES' RIGHTS**

The Board agrees that it will not deprive or coerce any secretary in the exercise of any rights granted to them under Chapter 303, Public Law of 1968 as amended by Chapter 123 Public Laws of 1974, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.

**ARTICLE XVII**

**OFFICE EMPLOYMENT CALENDAR**

A. **Holidays**

1. All secretaries will be granted the same holidays as teachers during the school year with the following exceptions:
  - a. Secretaries will work during the February break; however, Presidents' Day will be a holiday.
  - b. Secretaries will work two (2) days during the spring break as per the Board approved calendar.
  - c. In addition, the following paid holidays would be granted:
    - i. Independence Day; and
    - ii. Labor Day.

B. **Snow Days**

Secretaries shall make every effort to report to work unless called and told not to report by the Superintendent or his/her designee. However, secretaries shall not be required to

report to work earlier than one (1) hour after their normal starting time if school should be closed.

C. **Emergencies**

Absence due to weather conditions so extreme that a secretary is unable to get to school shall be referred with recommendations by the Superintendent to the Board of Education for decision. However, the secretary shall make every effort to report to school as improved conditions will permit.

**ARTICLE XVIII**

**VACATIONS**

A. **Vacation Entitlement** – Full time – twelve (12) month positions

1. Secretaries in Classification I, II, and III employed\* prior to June 30, 1997 are entitled to twenty (20) working days' vacation with pay at a time agreed upon with the immediate supervisor and approved by the Superintendent of Schools.
2. Secretaries in Classification I, II, and III hired July 1, 1997 or later and employed\* for twelve (12) months in any fiscal year are entitled to:
  - a. Ten (10) working days after being employed a full school year commencing with July 1<sup>st</sup>; or
  - b. Fifteen (15) working days after being employed five (5) years.
3. Secretaries employed\* for less than twelve (12) months in any fiscal year, will have two (2) week vacation entitlement pro-rated.
4. It is understood that vacation entitlement does not accrue during unpaid leaves of absence.
5. Effective June 30, 2005, a maximum of five (5) unused vacation days may be carried over into the next year with the written permission of the Superintendent of Schools.

B. **Vacation Scheduling**

The Superintendent of Schools will distribute a "Request for Vacation Schedule" to the secretaries by May 1, to be returned by May 31. Requests will be reviewed and approved by June 15.

See ARTICLE XX - SALARIES A. for information regarding salary check distribution and vacation scheduling procedures.

\*For purposes of this Article, the word "employed" shall be defined as days worked. Entitled sick leave days taken shall be considered as days worked.

## ARTICLE XIX

### WORK HOURS

#### A. Regular Working Day

1. A “regular” working day for full time secretaries consists of seven (7) hours exclusive of a one (1) hour lunch period. A “regular” working week is thirty-five (35) hours in length.
2. Such hours will be in force except as may otherwise, by duly approved Board action, reduce the applicable number of hours in one or more regular working days.

#### B. Summer Working Day

1. Secretaries in Classification II, employed prior to June 30, 1997, shall work six (6) hour days (instead of seven (7) hour days), beginning July 1 and up to but not including the Tuesday following Labor Day, except in years when the teaching staff calendar includes pre-Labor Day work days. At the discretion of the administration, secretaries will be available to work a maximum of five (5) seven (7) hour work days during this time period.
2. From July 1 through the Friday prior to Labor Day, employees may work a flexible schedule by taking a half (½) hour lunch break rather than a one (1) hour lunch break Monday through Thursday, increasing the work day by half (½) hour, with equal release time on Friday afternoons. The July 4 holiday will count as time worked toward the early release time on Friday. If the July 4 holiday falls on a Friday, employees will be provided with early release on Thursday, July 3. No flexible schedule will apply to the last week of August if the teaching staff calendar includes pre-Labor Day work days.

#### C. Overtime

1. Advanced approval for overtime must be obtained from the secretary’s immediate supervisor with final approval from the Superintendent of Schools.
2. Overtime in excess of a forty (40) hour work week will be reimbursed at the rate of one and one-half (1 ½) times regular hourly wage.
3. Overtime pay will be paid against a properly completed voucher submitted to the Superintendent of Schools for payment authorization.

#### D. Notice of Separation

An employee who wishes to leave his/her position must give a twenty (20) working day written notification to the Superintendent of Schools. If written notification is not provided within twenty (20) working days, a penalty for the cost of a substitute shall be

imposed, up to the extent of the violation. Earlier employment release is contingent upon replacement of the employee.

## **ARTICLE XX**

### **SALARIES**

The salaries of all secretaries covered by the Agreement are set forth in Appendix “D” which is made a part hereof. [See Salary Guide, Appendix “D”.] Secretaries employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. Secretaries employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

Salary checks shall be issued each month on the fifteenth (15<sup>th</sup>) and the last day of the month to all contractual secretaries except that distribution of payroll checks will be made at the close of the work day of the 30<sup>th</sup> day of the month in those months which have 31 days.

Salary checks are due on these days and, when such days fall on Saturday or Sunday, will be issued on the preceding Friday. When such days fall during a vacation period, checks will be issued the last day of work prior to the vacation period.

- A. Tenured secretaries shall receive an annual “Notice of Salary.” Contracts for non-tenured members shall include notification of salary.
- B. If no Agreement is reached by the end of this contract, no salary adjustment will be made until a new Agreement is reached; said salaries will be retroactive to July 1.

## **ARTICLE XXI**

### **SICK LEAVE**

#### **A. Illness**

1. As of the first day of the work year (July 1), all secretaries employed twelve (12) months are entitled to twelve (12) personal sick leave days whether or not they report for duty on that date. Unused sick leave days will be credited for additional days beyond the regular twelve (12) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the secretary to carry out the employee’s normally assigned duties. The interpretation as to whether or not the secretary is ill enough to be absent may be questioned at any time by the Superintendent, building principal or immediate supervisor. A doctor’s certificate may be requested by the Superintendent at any time, if in his/her judgment, one is needed to properly document sick leave.
2. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the secretary at the beginning of the next school year by the office of the Superintendent of Schools.

3. Should special circumstances require additional days beyond the annual or accumulated annual sick leave, the Superintendent shall refer the request to the Board of Education for action.
4. If member retires prior to June 30, the twelve (12) days sick leave are pro-rated for payment of unused sick leave.

**B. Payment for Unused Sick Leave**

1. **Eligibility** – Secretaries who have been continually employed for a minimum of ten (10) years in the District, have seventy-five (75) days of accumulated sick leave, and have met the criteria to receive immediate benefits from the Public Employees Retirement System (hereinafter referred to as “PERS”), shall be eligible to participate in the payment plan.
2. **Required Notice** – To be eligible for the benefit of retirement, a certified letter of resignation must be submitted or hand delivered, (must be signed for by representative in Superintendent’s Office) no later than ninety (90) days prior to retirement.
3. **Payment** – Accumulated sick leave up to a maximum of one hundred twenty-five (125) days shall be compensated on the following schedule:

\$70 a day for 2012-2015

The amount paid shall be subject to any deductions required by law. Payment shall be made within sixty (60) days but in no case later than December 31<sup>st</sup> of the calendar year of retirement.

4. **Survivor Benefit** – If the employee has fulfilled the eligibility requirement, including required notice, and said employee dies, the benefit will be paid to the employee’s estate in accordance with provisions of this Article.

**ARTICLE XXII**

**TEMPORARY LEAVE OF ABSENCE**

The secretarial staff will be entitled to the following non-accumulative leaves of absence with full pay:

- A. **Religious Holidays** - As listed by the Montvale Schools Calendar in force.
- B. **Bereavement** - All absences are to be within the seven (7) calendar days immediately following the day of death.
  1. In the “immediate” family, five (5) days. Definition of “immediate” family will mean parent, parent-in-law, spouse, children, brother or sister.

2. Three (3) days for grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.

C. **Personal Business Days**

1. Two (2) personal days will be granted annually for the first three (3) years of employment. Personal days will be pro-rated for individuals hired after July 1. Effective July 1, after completion of three (3) full years of continuous employment, three (3) personal days will be granted annually.
2. All employees hired prior to July 1, 2007, will receive three (3) personal days annually. Personal days are not cumulative.
3. The written request for a personal business day must be submitted to the immediate supervisor for concurrence one (1) calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent of Schools or his/her designee for disposition. Requests for personal days in the months of May and June must include a reason for the need to be absent and be approved by the Superintendent.
4. If in the event of an emergency a personal day is requested less than one (1) calendar week prior to such day, a reason must be given, and the request is subject to the Superintendent's approval.
5. Personal business days may not be granted on work days immediately preceding or following scheduled holidays. However, the Superintendent may approve the use of a personal business day entitlement immediately preceding or following a school holiday for documented reasons. The decision of the Superintendent will be final and shall not be subject to the grievance procedure. Personal days also may not be granted at a time when the secretary's absence may seriously hinder the overall operation of the school; e.g., opening day, closing day, examination days, evaluation days, etc.

6. **Payment for Unused Personal Days**

- a. **Secretaries with Three (3) or More Years of Service** – Unused personal days annually may be converted as follows:

3 unused days -- \$100 per day

2 unused days -- \$75 per day

1 unused day – may be converted to the employee's accumulated sick leave or donated to the District's sick leave bank referred to in Article XLVI.

- b. **Secretaries with One (1) to Three (3) Years of Service** – Unused personal days annually may be converted as follows:

2 unused days -- \$100 per day

1 unused day -- may be converted to the employee's accumulated sick leave or donated to the District's sick leave bank referred to in Article XLVI.

D. **Illness In The Family**

Three (3) days absence will be granted with pay for absence because of illness in family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent, which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. A doctor's certificate may be requested by the Superintendent if, in his/her opinion, one is needed to document said leave.

E. Any request for temporary leave of absence not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and the Board of Education for decision.

**ARTICLE XXIII**

**EXTENDED LEAVES OF ABSENCE**

A. **Military Leave**

Military leave without pay will be granted to any secretary who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction of initial enlistment. The period of armed forces service will not count towards tenure; however, service in the school system preceding induction or initial enlistment will be credited toward the secretary's status upon the secretary's return to the system.

B. **Critical Illness**

A leave of absence without pay for up to one (1) year will be granted for the purpose of caring for a critically ill member of the secretary's immediate family. Immediate family shall mean parent, spouse, children, brother, or sister residing with the staff member.

C. **Child Rearing and Adoption**

Child rearing leave shall be granted in accordance with applicable statutes, rules, regulations and case law.

D. **Benefits**

All benefits to which a secretary was entitled at the time the secretary's extended (beyond six (6) months) leave of absence commenced, including unused accumulated sick leave, shall be restored subject to current contract provision changes. The secretary may be reassigned to the same position held at the time said leave commenced, or to a substantially equivalent position.

E. **Extensions and Renewals**

All extensions or renewals of leaves shall be applied for in writing to the Board of Education and a written response shall be given by the Board to the secretary.

F. **Notification To Board**

Persons granted leaves under provision of this Article shall be required to notify the Board no later than three (3) months prior to termination of said leaves of their intention to renew employment.

**ARTICLE XXIV**

**WORKSHOPS/COURSES**

A. Members of the secretarial staff who participate in workshops/courses at the request of and upon the approval of the Superintendent or Board Secretary/School Business Administrator, shall be fully reimbursed toward the cost of tuition. Mileage expenses shall be reimbursed at the Board of Education rate currently in effect.

B. For new employees, the Board will allow for credits which have been earned in the past three (3) years at an institution authorized by the New Jersey Association of Educational Secretaries as part of its Professional Development Program to offer such courses.

C. Credit earned in the New Jersey Association of Educational Secretaries Professional Development Program will be recognized for salary differential according to the following schedule and shall be included in the base salary:

1. Tuition payments are authorized up to a maximum of Six Hundred Dollars (\$600) per person not to exceed a total of One Thousand Eight Hundred Dollars (\$1,800) for the unit in any calendar year for undergraduate courses at an accredited college. For approval all courses must apply to the current job responsibility and be pre-approved by the Superintendent of Schools

a.	6 credits	\$ 500
b.	12 credits	\$ 700
c.	24 credits	\$1050

D. Satisfactory completion of approved courses of secretaries will be verified by the Superintendent of Schools. Official grade report or transcripts will be used for this purpose.

E. In order to advance in Professional Development level effective September 1, appropriate certification must be provided to show completion of the course occurred prior to September 1.



- F. Any approved course completed after September 1, or upon completion of the fall semester which would cause salary differential payment, such salary differential payment shall be effective February 1, and retroactive to February 1, if applicable.

**ARTICLE XXV**

**INSURANCE PROTECTION**

The Board of Education will pay the full premium for each secretary and, in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies) the Board will consult with the MEA and will assure the Association there will be no loss in protection of benefits.

- A. For each secretary who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium in order to ensure uninterrupted coverage commencing September first (1<sup>st</sup>) and ending August thirty-first (31<sup>st</sup>).
- B. The Board will provide the following:

**STATE HEALTH BENEFITS PLAN**  
(Horizon Blue Cross/Blue Shield)

The Board of Education will pay the premiums in effect July 1, 2012 for secretaries inclusive of dependents for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however any payment above the rate in effect on July 1, 2012 will be subject to negotiation in the Successor Agreement. Any required insurance premium contributions shall be deducted from employees' bi-monthly paychecks.

- C. **DELTA DENTAL PLAN**

- 1. Employees hired July 1, 1999 or later:

- a. July 1, 2012 to June 30, 2013: The Board of Education will pay eighty percent (80%) of the premium in effect July 1, 2012 for secretaries for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of single coverage premiums. The employee may purchase dependent coverage Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee eighty percent (80%)/twenty percent (20%) respectively, through June 30, 2013.
    - b. Effective July 1 2013: The Board of Education will pay ninety percent (90%) of the premium in effect July 1, 2013 for secretaries for single

coverage and the employee will pay ten percent (10%) of premium for single coverage. The employee may purchase dependent coverage and the Board of Education will pay fifty percent (50%) of dependent coverage premium and employee will pay fifty percent (50%) of the premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement.

- c. The employee share will be reimbursed to the Board of Education through payroll deduction.

2. Employees hired prior to July 1,1999:

- a. July 1, 2012 to June 30, 2013: Effective July 1, 2012, the Board of Education will pay eighty percent (80%) of the premium for secretaries and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of their dental premium. Any increase in the cost of dental benefits during the contract period shall be shared by the Board and the employee. The Board shall be responsible for eighty percent (80%) of the increase in dental premiums and the employee shall be responsible for twenty percent (20%) of the increase in dental premiums. However, any payment by the Board above the rate in effect on July 1, 2012, will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
- b. Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the cost of premium in effect July 1, 2013 for secretaries and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay ten percent (10%) of their dental premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
- c. The employee share will be reimbursed to the Board of Education through payroll deduction.

- D. Vision - The Board of Education will provide a self-insurance vision plan in which each member may be reimbursed on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to the first Two Hundred Fifty Dollars (\$250) and fifty

percent (50%) of the next One Hundred Dollars (\$100) for the term of this Agreement. The Board will authorize payment within thirty (30) days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts submitted to the State Health Benefits Plan first and then, if rejected, the Board will reimburse as per provision of this paragraph.

- E. Disability Insurance Pool – Up to Two Hundred Twenty-Five Dollars (\$225) will be reimbursed to each participating member enrolled in the disability insurance plan (NJEA affiliate). Any member, who participates for less than twelve (12) months, would have the amount prorated. The total payment by the Board of Education will not exceed Two Thousand Dollars (\$2,000) per year for the bargaining unit for the term of this Agreement.
- F. In order to qualify for medical benefits, employees must work a minimum of twenty-five (25) hours per week. To qualify for dental or vision benefits, employees must work a minimum of twenty-two (22) hours per week.

## **ARTICLE XXVI**

### **MISCELLANEOUS PROVISIONS**

- A. If any provisions of this Agreement or any application of this Agreement to any secretary or group of secretaries 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.
- B. This Agreement incorporates the entire understanding of the Parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of both of the Parties at the time they negotiated or executed this Agreement.
- C. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

## ARTICLES GOVERNING CUSTODIANS/MAINTENANCE PERSONNEL

### ARTICLE XXVII

#### A. GRIEVANCE PROCEDURE

#### B. Definition

1. A “grievance” shall mean a claim by a custodian(s) or the Association that there has been an alleged violation, misinterpretation, or inequitable application of Board policies applicable to the MEA, the Agreement, or administrative decisions affecting terms and conditions of employment. The term “grievance” and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law or regulation of the State Board of Education.
2. A grievance, to be considered under this procedure, must be initiated by the custodian(s) or the Association within thirty (30) calendar days of the time of its occurrence.
3. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a custodian.
4. It is understood that the term “Grievant” as contained in this grievance procedure shall mean:
  - a. an individual member of the Association;
  - b. two (2) or more members of the Association; or
  - c. the Association.
5. The purpose of this procedure is to secure a resolution to the grievance at the lowest possible level. Both Parties agree that these proceedings shall be kept confidential.

#### C. Procedure

##### 1. Level I

- a. The Grievant must present the grievance to Building Principal within ten (10) work days of the event which caused the alleged grievance.
- b. In the case of an individual, such difference shall be presented orally to the Building Principal with the purpose of resolving the matter informally. The Building Principal shall respond orally to each grievance presented within ten (10) work days following the presentation.

- c. The Building Principal shall inform the School Business Administrator in writing of the status of the grievance.

2. Level II

- a. If the grievance is not settled satisfactorily after the informal presentation, a grievant may file a written grievance within ten (10) work days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the School Business Administrator. It shall be submitted on the approved form and shall include the following information:
  - i. The name and position of the aggrieved party/parties.
  - ii. The provision of the Agreement on which the grievance is based.
  - iii. A general statement of the facts of the grievance, including the date when the grievance arose and the events or conditions which constitute the grievance.
  - iv. Specific statement of the redress sought by the aggrieved party/parties.
- b. There shall be a response by the School Business Administrator in writing to each grievance presented within ten (10) work days of receipt of the written grievance.

3. Level III

- a. If the grievant is not satisfied with the written decision of the School Business Administrator, an appeal may be made by the grievant to the Superintendent of Schools within ten (10) work days of the decision and shall be in writing on the appropriate form and shall state reasons for the appeal.
- b. Within ten (10) work days of the receipt of the appeal, the Superintendent shall attempt to resolve the grievance. The Superintendent shall issue a written decision on the grievance within fifteen (15) work days of receipt of the grievance.

4. Level IV

- a. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, an appeal to the Board of Education may be made within ten (10) work days after receipt of the Superintendent's written decision
- b. The appeal shall be in writing, shall state the reasons for the appeal and shall contain the written decisions rendered at the lower levels. Within ten

(10) work days of the receipt of the appeal, the Board of Education, or a committee of the Board, may schedule a hearing on the grievance. The grievant shall have the right to be accompanied by a representative who shall have the right to be heard. The decision of the Board shall be in writing and be delivered to all parties concerned as promptly as practicable, but not later than thirty (30) work days following receipt of the grievance.

5. Level V

- a. If the grievant is not satisfied with the decision of the Board of Education, the Association may request the appointment of an arbitrator.
- b. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within twenty (20) work days of the Board's response.
- c. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding.

D. Costs

1. Each party will bear its own costs.
2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
3. If time is lost by any custodian due to proceedings with the arbitrator (re: hearing(s) necessitating the retention of a substitute) the custodian shall suffer no loss in pay or leave benefits.

E. Scope of Arbitrability

Binding arbitration under grievances shall not include:

1. Board policies which are not applicable to terms and conditions of employment.
2. Any action dealing with the nonrenewal or termination rights of a custodian.
3. In the above instances, the proceedings shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

4. The above clause shall not be deemed to be a waiver of custodians' Constitutional protections.

## **ARTICLE XXVIII**

### **CUSTODIANS' RIGHTS**

- A. In the event of a vacancy or recall to work, those employees who were laid off due to a reduction in force within the last year shall be notified by the District that an opening exists. The District shall send such correspondence to the employee's last known address appearing on school District records, by certified mail, return receipt requested. Within five (5) days from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to work, he/she shall forfeit all rights to recall.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage 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 in all other cases, except as more specifically limited by another provision of this Agreement.

## **ARTICLE XXIX**

### **WORK HOURS**

#### A. **Regular Working Hours\***

1. A regular work week for custodians and maintenance personnel consists of forty (40) hours per week (five (5) days times eight (8) hours), Monday through Friday.
2. \*An additional thirty (30) minutes duty free period each day provided that there is at least one black seal license custodian on duty in the building.

#### B. **Overtime**

1. Advanced approval for overtime must be obtained from the Chief of Maintenance and Operations and/or the Board Secretary.
2. Approved overtime work will be reimbursed at the rate of one and one-half (1½) times regular per hour rate of pay Monday through Saturday or at two (2) times regular per hour rate of pay for Sunday or holidays for all hours over eight (8) in any workday or forty (40) hours per work week worked for Board/School District.
3. All reimbursements to Custodians for services performed in the school system will be through the regular school district payroll. The Montvale Board of Education will take such steps as are necessary to obtain any offsetting reimbursements as may be due from outside organizations.

4. For the purpose of determining the work week, the following count as regular work days: (1) Holidays (2) Paid Vacation Days.
5. For accounting purposes, the work week is defined as 12:01 a.m. Sunday morning through Saturday 12 midnight.

C. **Call Back Time**

Call back time shall refer to those circumstances that are not regularly scheduled as overtime responsibilities. Any custodian or maintenance personnel called back for emergency purposes will receive a minimum of three (3) hours pay at overtime rate. The Board reserves the right to have a work schedule.

D. **Handling Asbestos**

Only trained employees will work with asbestos. Training as required by AHERA regulations will be provided at Board expense.

E. **Termination**

An employee who wishes to leave his/her position must give a twenty (20) working day written notification to the Superintendent of Schools. If written notification is not provided within twenty (20) working days, a penalty for the cost of a substitute custodian shall be imposed, up to the extent of the violation. Earlier employment release is contingent upon replacement of the employee.

F. **Work Areas, Vacancies, and Promotions**

In the event of any vacancy, currently-employed staff shall be notified of said vacancy and shall have the opportunity to apply to the Superintendent of Schools or designee for that assignment. All notices for job opportunities within the bargaining unit shall be posted in the custodial lunchrooms at least ten (10) days before the closing date for applications.

**ARTICLE XXX**

**A. SALARIES**

- B. The contractual salaries of custodians and maintenance personnel covered by this Agreement are set forth in Appendix "E" which is made a part hereof.
- C. The differential amounts are set forth in Appendix "F" which is made a part hereof.
- D. The salary guide annexed hereto and made a part hereof shall be effective for a period coextensive with the duration of Agreement. At the expiration of this Agreement, employees shall be compensated in accordance with their rate at expiration until a new salary guide is established pursuant to applicable laws.



- E. If no Agreement is reached by the end of this contract, no salary adjustment will be made until a new Agreement is reached; said salaries will be retroactive to July 1.

**ARTICLE XXXI**

**A. VACATION – TWELVE MONTH FULL-TIME EMPLOYEES**

**B. Complete Year of Employment**

Custodians will receive ten (10) days paid vacation after being employed a full school year commencing with July 1st.

**C. Incomplete Year of Employment**

1. **New Employee**

- a. One (1) day of vacation time will be “earned” at the start of the third month of employment.
- b. Another day of vacation time will be “earned” at the start of the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) months of employment. Therefore, at the start of the fifth (5<sup>th</sup>) month of employment an employee will have “earned” three (3) days of vacation time.
- c. Thereafter, one (1) day of vacation time will be “earned” for each subsequent month of employment, through to and including the month of June in a given year.

2. **Employee Terminating Employment During Term of Contract, or During School Year**

The policy method set forth under B above will be used to arrive at the amount of salary due in lieu of “earned” vacation time, when an employee terminates employment during a contract term of the school year. Completed months of employment only will be counted to arrive at “earned” vacation time.

**D. Seniority Vacation**

The date of July 1 will be used for the purpose of determining years of employment.

- 1. At the Start of Six (6) Years of Employment: Fifteen (15) days vacation time will be granted.
- 2. At the Start of Twelve (12) Years of Employment: Seventeen (17) days vacation time will be granted.
- 3. At the Start of Eighteen (18) Years of Employment: Twenty (20) days vacation time will be granted.

4. Those custodians who had already achieved a milestone as outlined in the 2007-2010 contract prior to the effective date of this Agreement will keep the associated vacation time.

**E. Timing of Vacation**

1. Other than under Article XXXI, D.2., vacations must be scheduled during summer recess when school is not in session. All vacations must be recommended by the School Business Administrator and the Building Principal or Chief of Maintenance and Operations, and approved by the Superintendent of Schools.
2. Custodians and maintenance personnel may be permitted to take vacation the week before school begins, and during the school year when school is not in session, and over the summer providing there is adequate coverage by other custodial staff. If there is a conflict, said vacation will be rotated among building personnel. No individual shall take vacation time during more than two (2) recesses per year.

**F. Other Paid Holidays**

Sixteen (16) paid holidays will be granted, calendar subject to preparation by the School Business Administrator in consultation with M.E.A to be prepared in relation to school operations, and office employment calendar, and subject to the approval of the Superintendent of Schools.

**ARTICLE XXXII**

**ABSENCE FOR ILLNESS AND PAYMENT FOR UNUSED SICK LEAVE – TWELVE MONTH FULL-TIME EMPLOYEES**

**A. Absence for Illness**

**1. Sick Leave**

Leave for personal illness is defined as absence due to the physical inability of the employee to carry out the normally assigned duties.

**2. Allowable Absence for Illness**

The interpretation as to whether or not the employee is ill enough to be absent may be questioned at any time by the Superintendent, Chief of Maintenance & Operations, or Business Administrator. A physician's certificate may be requested to properly document claimed sick leave.

**3. Allowable Number of Days**

- a. As of the first day of the work year (July 1), a custodian, under contract, may be absent from duties for personal illness for any twelve (12) days

during the contract period, and deductions will not be made from pay for such absences. A record will be kept of all absences. The number of days will be prorated for employees hired after July 1.

- b. When an employee is absent for less than half the normal work day, it will be considered one-half day of leave. More than one-half day's absence will be considered a full-day of leave.

4. **Cumulative**

When an employee takes less than twelve (12) days sick leave during a contract period, the number of such unused days is cumulative.

5. **Deductions from Pay**

Custodians who exceed their current and cumulative sick leave will have deductions made from their salaries. Deductions will be on the basis on 1/260th of the annual salary for each day in excess of such accruals.

6. **Special Circumstances**

Should special circumstances require additional days beyond the annual or accumulated annual sick leave, recommendation may be made by the School Business Administrator to the Superintendent of Schools, who will submit to the Board for determination.

B. **Payment for Unused Sick Leave**

The Board will pay for unused sick leave upon retirement from PERS for a maximum of one hundred (100) days at the rate of Seventy-Five Dollars (\$75)/day with notification of retirement by January 1 of the year of retirement effective June 30 of the same year. Payment shall be received on July 15 following the June 30 retirement. Employees who retire other than on June 30 (i.e. Nov. 1, Feb. 1) shall be compensated as per terms of this Article. To be eligible under this provision, an employee must have fifty-five (55) days accumulated sick leave.

**ARTICLE XXXIII**

**ABSENCE FOR REASONS OTHER THAN ILLNESS – TWELVE MONTH FULL-TIME EMPLOYEES**

Custodians will be entitled to the following noncumulative leaves of absence with full pay:

A. **Illness In The Family**

Three (3) days absence annually will be granted, with pay, for absence due to illness in the family, specifically, parent, parent-in-law, spouse, children, brother, sister, or

grandparent. A doctor's certificate may be requested by the Superintendent if, in his/her opinion, one is needed to document said leave.

**B. Bereavement**

1. All absences are to be within the seven (7) calendar days immediately following the day of death.
2. In the case of the death of a parent (in-law), spouse, or children, the employee shall be granted a leave of absence not in excess of five (5) working days.
3. In the case of the death of a brother (in-law), sister (in-law), or grandparent (in-law) residing in the household, the employee shall be granted a leave of absence not in excess of five (5) working days.
4. In the case of the death of a brother (in-law), sister (in-law), or grandparent (in-law) not residing in the household, the employee shall be granted a leave of absence not in excess of three (3) working days.
5. In the case of the death of an aunt, uncle, niece or nephew, the employee shall be granted a leave of absence of one (1) working day.

**C. Personal Business Days**

1. Two (2) personal days will be granted annually for the first three (3) years of employment. Personal days will be pro-rated for individuals hired after July 1.
2. After completion of three (3) full years of continuous employment, effective July 1, three (3) personal days will be granted annually.
3. The written request for a personal business day must be submitted to the immediate supervisor for concurrence ten (10) calendar days prior to the day that is requested. The request is to be submitted immediately to the Superintendent of Schools or his/her designee for disposition. Requests for personal days in the months of May and June must include a reason for the need to be absent and be approved by the Superintendent.

If in the event of an emergency a personal day is requested less than ten (10) calendar days prior to such day, a reason must be given, and the request is subject to the Superintendent's approval. Such approval shall not be unreasonably withheld.

4. **Payment for Unused Personal Days**

a. **Custodians with 3 or more years of service:**

3 unused days -- \$100 per day

2 unused days -- \$75 per day

1 unused day – may be converted to the employee's accumulated sick leave or donated to the District's sick leave bank referred to in Article XLVI

b. Custodians with 1 to 3 years of service:

Unused personal days annually may be converted as follows:

2 unused days -- \$100 per day

1 unused day – may be converted to the employee’s accumulated sick leave or donated to the District’s sick leave bank referred to in Article XLVI.

5. Personal business days may not be granted on work days immediately preceding or following scheduled holidays. However, the Superintendent may approve the use of a personal business day entitlement immediately preceding or following a school holiday for documented reasons. The decision of the Superintendent will be final and shall not be subject to the grievance procedure. Personal days also may not be granted at a time when the absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, etc.

D. Other Leaves

Any request for temporary leave of absence not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and the Board of Education for decision.

**ARTICLE XXXIV**

**PROFESSIONAL DEVELOPMENT**

- A. Each custodian will be required to obtain a Black Seal License within the first two (2) years of employment. Upon successfully completing the training and passing the required test, the Board will reimburse for the cost of the tuition, the fee necessary to procure said license, and the fee to renew said license for three (3) year periods. Upon written request, the Superintendent may waive this requirement.
- B. In the event an employee is required to get additional training, the Board shall pay for all costs.

**ARTICLE XXXV**

**INSURANCE PROTECTION – TWELVE MONTH FULL-TIME EMPLOYEES**

A. **State Health Benefits Plan (Horizon Blue Cross/Blue Shield or equal medical)**

1. **Employees hired July 1, 2010 or later:**

The Board of Education will pay the premiums in effect July 1, 2012 for new employees for School Employees Health Benefits Direct 15 Program, employee only coverage, or equal medical insurance for the first year of employment. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the

rate in effect on July 1, 2012 will be subject to negotiation in the Successor Agreement. The employee may purchase dependent coverage and reimburse the Board through payroll deductions during the first year. Subsequently, the employee will be eligible for dependent coverage for School Employees Health Benefits Direct 15 Program.

Any required insurance premium contributions shall be deducted from employees' bi-monthly paychecks.

2. **Employees hired prior to July 1, 2010:**

The Board of Education will pay the premiums in effect July 1, 2012 for employees, inclusive of dependents, for School Employees Health Benefits Direct 10 Program, or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the rate in effect on July 1, 2012 will be subject to negotiation in the successor Agreement.

Any required insurance premium contributions shall be deducted from employees' bi-monthly paychecks.

B. **Delta Dental Plan** or equal dental insurance

1. **Employees Hired July 1, 2001 or later:**

- a. July 1, 2012 to June 30, 2013: The Board of Education will pay eighty percent (80%) of the premium in effect July 1, 2012 for custodial/maintenance staff for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of single coverage premiums. The employee may purchase dependent coverage. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee eighty percent (80%)/twenty percent (20%) respectively, through June 30, 2013.
- b. Effective July 1 2013: The Board of Education will pay ninety percent (90%) of the premium in effect July 1 2013 for full time custodial/maintenance staff for single coverage and the employee will pay ten percent (10%) of premium for single coverage. The employee may purchase dependent coverage and the Board of Education will pay fifty percent (50%) of dependent coverage premium and employee will pay fifty percent (50%) of the premium Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement.
- c. The employee share will be reimbursed to the Board of Education through payroll deduction.

2. Employees Hired prior to July 1,2001:

- a. July 1, 2012 to June 2013: Effective July 1, 2012, the Board of Education will pay eighty percent (80%) of the premium for custodial/maintenance staff and dependents on Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of their dental premium. Any increase in the cost of dental benefits during the contract period shall be shared by the Board and the employee. The Board shall be responsible for eighty percent (80%) of the increase in dental premiums and the employee shall be responsible for twenty percent (20%) of the increase in dental premiums. However, any payment by the Board above the rate in effect on July 1, 2012, will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
- b. Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the cost of premium in effect July 1, 2013 for full-time custodians/maintenance staff and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay ten percent (10%) of their dental premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%) respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
- c. The employee share will be reimbursed to the Board of Education through payroll deduction.

C. Vision Plan

The Board of Education will annually provide a self-insurance vision plan in which each member may be reimbursed on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to the first Two Hundred Dollars (\$200) and fifty percent (50%) of the next One Hundred Dollars (\$100). The Board will authorize payment within thirty (30) days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts submitted to the School Employees Health Benefits Program first and then, if rejected, the Board will reimburse as per provision of this paragraph.

D. **Disability Insurance**

1. **Employees hired prior to July 1, 2004**

Effective July 1, 2004, the Board will pay one hundred percent (100%) of the premiums for Temporary Disability Benefits as provided by Plan IV of the NJEA Umbrella Temporary Disability Benefits Plan through June 30, 2015.

2. **Employees hired after July 1, 2004 or later**

Employees hired after July 1, 2004 or later are not eligible for Board provided disability.

E. For each participating employee who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium as stated above in order to ensure uninterrupted coverage commencing September first (1<sup>st</sup>) and ending August thirty-first (31<sup>st</sup>). In the event the Board of Education changes insurance company (ies), the Board will consult with the MEA and will assure the Association there will be no loss in protection of benefits.

F. In order to qualify for medical benefits, employees must work a minimum of twenty-five (25) hours per week. To qualify for dental or vision benefits, employees must work a minimum of twenty-two (22) hours per week.

**ARTICLE XXXVI**

**CLOTHING – TWELVE MONTH FULL-TIME EMPLOYEES**

- A. Five (5) sets of uniforms shall be provided for the first year of employment. (five (5) t-shirts, five (5) long- or short-sleeved shirts, five (5) pants). And, thereafter, four (4) sets of uniforms shall be provided annually.
- B. The Board will reimburse up to One Hundred Dollars (\$100) for safety shoes every six (6) months. Safety shoes must have slip resistant soles.
- C. Sneakers are not acceptable. Shoes may be purchased at merchant of employees' choice; safety shoes must be presented to Chief of Maintenance and Operations or the School Business Administrator for approval prior to reimbursement (reference: Rasmussen letter dated 10/5/89).
- D. The Board will provide an outer jacket, hats, and gloves, as needed. Jackets, which will be purchased by the Board, are to be standardized and will be monogrammed "Montvale Public Schools."
- E. Jackets and uniforms will not be issued until an employee has satisfactorily completed three (3) months of probationary employment.



- F. A damaged or worn jacket must be returned to the district for replacement before a new one is issued.
- G. Uniforms and jackets must be returned to the District by an employee leaving the employ of the District before a final paycheck is issued.

**ARTICLE XXXVII**

**MISCELLANEOUS PROVISIONS**

- A. If any provisions of this Agreement or any application of this Agreement to any custodian or group of custodians 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.
- B. This Agreement incorporates the entire understanding of the Parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of both of the parties at the time they negotiated or executed this Agreement.
- C. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

**ARTICLES GOVERNING THE ASSISTANT TO THE LIBRARIAN AND THE ASSISTANT TO THE NURSE**

**ARTICLE XXXVIII**

**GRIEVANCE PROCEDURE**

- A. **Definition**
  - 1. A "grievance" shall mean a claim by an assistant(s) or the Association that there has been an alleged violation, misinterpretation or inequitable application of board policies applicable to the MEA, the Agreement, or administrative decisions affecting terms and conditions of employment. The term "grievance" and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law or regulation of the State Board of Education.
  - 2. A grievance, to be considered under this procedure, must be initiated by the assistant within thirty (30) calendar days of the time of its occurrence.
  - 3. This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenured assistant.

**B. Purpose**

The purpose of this procedure is to secure a resolution to the grievance at the lowest possible level. Both parties agree that these proceedings shall be kept confidential.

**C. Procedure**

1. It is understood that the assistant shall continue to observe all assignments, rules and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible. The days at each level should be considered as maximum and both parties should make every effort to expedite the process.
2. Failure at any step within the procedure to communicate the decision within the time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the grievance procedure to appeal to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. However, an extension of time limits shall be granted by mutual written consent of both parties.
4. Procedure shall be strictly adhered to. Failure to follow procedure shall be deemed sufficient reason to deny a grievance and no arbitrator may consider a grievance on substantive grounds when procedure has not been followed.
5. Any grievance shall be filed on the standard district grievance form.

**D. Level I**

Any assistant who has a grievance shall within twenty (20) calendar days discuss it first with the employee's principal or immediate supervisor in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the assistant shall sign the standard grievance form.

**E. Level II**

1. If the grievance is not resolved at Level I to the satisfaction of the assistant within the maximum period of ten (10) calendar days, the grievance shall be submitted in writing to the employee's principal or immediate supervisor specifying:
  - a. The nature of the grievance by identifying the Board policy, the article of the Agreement alleged to be violated or the administrative decision.
  - b. Relief sought.

2. The supervisor shall communicate the decision in writing with the reasons within ten (10) calendar days.

F. Level III

1. If the grievance is not resolved to the satisfaction of the assistant at Level II, the assistant may appeal the supervisor's decision to the Superintendent of Schools within a maximum of ten (10) calendar days. This appeal must be in writing, must recite the original grievance and the assistant's reasons for dissatisfaction with the decision rendered.
2. The Superintendent shall attempt to resolve this matter as quickly as possible within a period not to exceed ten (10) calendar days. If the matter cannot be resolved, the Superintendent, within this same period of time, shall communicate his/her decision in writing with reasons to both assistant and supervisor.

G. Level IV

1. If the grievance is not resolved to the satisfaction of the assistant at Level III, the assistant may request a review by the Board of Education within a maximum period of ten (10) calendar days after receiving the Superintendent's decision.
2. The Board, or a quorum thereof, shall review this grievance and at the request of the grievant or the request of the Board hold a hearing with the assistant within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall not be required to render a written decision in less than fifteen (15) calendar days following the hearing.
3. No claim by a assistant shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this Agreement.

H. Level V

1. If an assistant is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator except as noted in the grievance definition and Scope of Arbitrability.
2. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within twenty (20) calendar days of receipt of the Board's response or the expiration of the Board's thirty (30) calendar days.
3. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be

binding. Only the Board and aggrieved and the employee's representatives shall be given copies of the arbitrator's award.

I. **Costs**

1. Each party will bear its own costs.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties. Such costs will be shared equally.
3. If time is lost by any assistant due to proceedings with the arbitrator (re: hearing(s) necessitating the retention of a substitute) the assistant shall suffer no loss in pay or leave benefits.

J. **Scope of Arbitrability**

Binding arbitration under grievances shall not include:

1. Board Policy and administrative decisions.
2. Any action dealing with the tenure rights of an assistant.

In the above instances, the proceedings shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of secretaries' Constitutional protections

**ARTICLE XXXIX**

**OFFICE EMPLOYMENT CALENDAR**

A. Assistants shall work all student attendance days and one (1) teacher preparation day prior to the start of the school calendar.

B. **Holidays:**

Assistants shall receive payment for five (5) paid holidays for: Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. Payment for these five (5) paid holidays shall be included in the final paycheck annually.

**ARTICLE XL**

**ASSISTANT WORK HOURS**

Assistant to the nurse shall work six (6) hours per day.

Assistant to the librarian shall work three (3) hours per day.

**ARTICLE XLI**

**ASSISTANT SALARY**

The salaries for Assistant to Nurse and Assistant to Librarian are as set forth below:

<b>Assistant to Nurse</b>	
2012-2013	\$16.00 per hour
2013-2014	\$16.39 per hour
2014-2015	\$16.80 per hour

<b>Assistant to Librarian</b>	
2012-2013	\$12.70 per hour
2013-2014	\$13.02 per hour
2014-2015	\$13.34 per hour

Compensation will be in twenty (20) equal payments with adjustments as may be necessary.

\*The Board reserves the right to determine an entry level salary should a new aide be employed.

**ARTICLE XLII**

**SICK LEAVE**

**A. Illness**

1. As of the first day of the work year (September 1), all assistants are entitled to ten (10) personal sick leave days whether or not they report for duty on that date. Unused sick leave days will be credited for additional days beyond the regular ten (10) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the assistant to carry out the employee's normally assigned duties. The interpretation as to whether or not the assistant is ill enough to be absent may be questioned at any time by the Superintendent, building principal or immediate supervisor. A doctor's certificate may be requested by the Superintendent at any time, if in his/her judgment, one is needed to properly document sick leave.
2. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the assistant at the beginning of the next school year by the office of the Superintendent of Schools.
3. Should special circumstances require additional days beyond the annual or accumulated annual sick leave, the Superintendent shall refer the request to the Board of Education for action.
4. If member retires prior to June 30, the ten (10) days sick leave are pro-rated for payment of unused sick leave.

B. Payment for Unused Sick Leave

1. **Eligibility** – Assistants who have been continually employed for a minimum of ten (10) years in the District, have seventy-five (75) days of accumulated sick leave, and have met the criteria to receive immediate benefits from the Public Employees Retirement System (hereinafter referred to as “PERS”), shall be eligible to participate in the payment plan.
2. **Required Notice** – To be eligible for the benefit of retirement, a certified letter of resignation must be submitted or hand delivered, (must be signed for by representative in Superintendent’s Office) no later than ninety (90) days prior to retirement.
3. **Payment** – Accumulated sick leave up to a maximum of one hundred twenty-five (125) days shall be compensated on the following schedule:

\$70 a day for 2012-2015

The amount paid shall be subject to any deductions required by law. Payment shall be made within sixty (60) days but in no case later than December 31<sup>st</sup> of the calendar year of retirement.

4. **Survivor Benefit** – If the employee has fulfilled the eligibility requirement, including required notice, and said employee dies, the benefit will be paid to the employee’s estate in accordance with provisions of this Article.

**ARTICLE XLIII**

**TEMPORARY LEAVES OF ABSENCE**

A. **Bereavement** - All absences are to be within the seven (7) calendar days immediately following the day of death.

1. In the “immediate” family, five (5) days. Definition of “immediate” family will mean parent, parent-in-law, spouse, children, brother or sister.
2. Three (3) days for grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.

B. Personal Business Days

1. One (1) personal day will be granted annually.
2. The written request for a personal business day must be submitted to the immediate supervisor for concurrence one (1) calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent of Schools or his/her designee for disposition. Requests for personal days in the

months of May and June must include a reason for the need to be absent and be approved by the Superintendent.

3. If in the event of an emergency a personal day is requested less than one (1) calendar week prior to such day, a reason must be given, and the request is subject to the Superintendent's approval.
4. Personal business days may not be granted on work days immediately preceding or following scheduled holidays. However, the Superintendent may approve the use of a personal business day entitlement immediately preceding or following a school holiday for documented reasons. The decision of the Superintendent will be final and shall not be subject to the grievance procedure. Personal days also may not be granted at a time when the assistant's absence may seriously hinder the overall operation of the school; e.g. opening day, closing day, examination days, evaluation days, etc.

C. **Illness in the Family**

One (1) day absence will be granted with pay for absence because of illness in family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent, which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. A doctor's certificate may be requested by the Superintendent if, in his/her opinion, one is needed to document said leave.

**ARTICLE XLIV**

**WORKSHOPS/COURSES**

- A. Assistants, who participate in workshops/courses at the request of and upon the approval of the Superintendent or Board Secretary/School Business Administrator, shall be fully reimbursed toward the cost of tuition. Mileage expenses shall be reimbursed at the Board of Education rate currently in effect.
- B. For new employees, the Board will allow for credits which have been earned in the past three (3) years at an institution authorized by the New Jersey Association of Educational Secretaries as part of its Professional Development Program to offer such courses.
- C. Credit earned in the New Jersey Association of Educational Secretaries Professional Development Program will be recognized for salary differential according to the following schedule and shall be included in the base salary:
- D. Tuition payments are authorized up to a maximum of Six Hundred Dollars (\$600) per person not to exceed a total of One Thousand Eight Hundred Dollars (\$1,800) for the unit in any calendar year for undergraduate courses at an accredited college. For approval all courses must apply to the current job responsibility and be pre-approved by the Superintendent of Schools

1.	6 credits	\$ 500
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2.	12 credits	\$ 700
3.	24 credits	\$1050

- E. Satisfactory completion of approved courses will be verified by the Superintendent of Schools. Official grade report or transcripts will be used for this purpose.
- F. In order to advance in Professional Development level effective September 1, appropriate certification must be provided to show completion of the course occurred prior to September 1.
- G. Any approved course completed after September 1, or upon completion of the fall semester which would cause salary differential payment, such salary differential payment shall be effective February 1, and retroactive to February 1, if applicable

**ARTICLE XLV**

**INSURANCE PROTECTION**

The Board of Education will pay the full premium for each assistant and, in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies) the Board will consult with the MEA and will assure the Association there will be no loss in protection of benefits. Any required insurance premium contributions shall be deducted from employees' bi-monthly paychecks.

For each assistant who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium in order to ensure uninterrupted coverage commencing September first (1<sup>st</sup>) and ending August thirty-first (31<sup>st</sup>).

- A. The Board will provide the following:

**STATE HEALTH BENEFITS PLAN**  
(Horizon Blue Cross/Blue Shield)

The Board of Education will pay the premiums in effect July 1, 2012 for assistants inclusive of dependents for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however any payment above the rate in effect on July 1, 2012 will be subject to negotiation in the successor Agreement.

- C. **DELTA DENTAL PLAN**

- 1) Employees hired July 1, 1999 or later:

- a) July 1, 2012 to June 30, 2013: The Board of Education will pay eighty percent (80%) of the premium in effect July 1, 2012 for assistants for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of single coverage premiums. The employee may purchase dependent coverage and reimburse the Board through payroll deductions. Any increase in dental benefits cost during the



- contract year(s) will be paid by the Board and employee eighty percent (80%)/twenty percent (20%), respectively, through June 30, 2013.
- b) Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the premium in effect July 1, 2013 for single coverage and the employee will pay ten percent (10%) of premium for single coverage. The employee may purchase dependent coverage and the Board of Education will pay fifty percent (50%) of dependent coverage premium and employee will pay fifty percent (50%) of the premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%), respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement.
  - c) The employee share will be reimbursed to the Board of Education through payroll deduction.
- 2) Employees hired prior to July 1, 1999:
- a. July 1, 2012 to June 30, 2013: Effective July 1, 2012, the Board of Education will pay eighty percent (80%) of the premium for assistants and dependents for Dental Plan of NJ or equal dental insurance and the employee will pay twenty percent (20%) of their dental premium. Any increase in the cost of dental benefits during the contract period shall be shared by the Board and the employee. The Board shall be responsible for eighty percent (80%) of the increase in dental premiums and the employee shall be responsible for twenty percent (20%) of the increase in dental premiums. However, any payment by the Board above the rate in effect on July 1, 2012, will be subject to negotiations in the Successor Agreement. The Board will notify staff in a timely fashion regarding changes to dental premium rates.
  - b. Effective July 1, 2013: The Board of Education will pay ninety percent (90%) of the cost of premium in effect July 1, 2013 for assistants and dependents and the employee will pay ten percent (10%) of their dental premium. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee ninety percent (90%)/ten percent (10%), respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2012 will be subject to negotiations in the Successor Agreement.
  - c. The employee share will be reimbursed to the Board of Education through payroll deduction.
- D. Vision - The Board of Education will provide a self-insurance vision plan in which each member may be reimbursed on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to the first Two Hundred Fifty Dollars (\$250) and fifty percent (50%) of the next One Hundred Dollars (\$100) for the term of this Agreement. The Board will authorize payment within thirty (30) days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts

submitted to the State Health Benefits Plan first and then, if rejected, the Board will reimburse as per provision of this paragraph.

- E. Disability Insurance Pool – Up to Two Hundred Twenty-Five Dollars (\$225) will be reimbursed to each participating member enrolled in the disability insurance plan (NJEA affiliate). Any member, who participates for less than twelve (12) months, would have the amount prorated. The total payment by the Board of Education will not exceed Two Thousand Dollars (\$2,000) per year for the bargaining unit for the term of this Agreement.
- F. In order to qualify for medical benefits, employees must work a minimum of twenty-five (25) hours per week. To qualify for dental or vision benefits, employees must work a minimum of twenty-two (22) hours per week.

## **MISCELLANEOUS ARTICLES GOVERNING ALL MEMBERS**

### **ARTICLE XLVI**

#### **SICK BANK**

##### **A. Purpose**

The Parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a “catastrophic health condition or injury” and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days and/or sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223.

##### **B. Definition**

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his/her mental or physical health or the health of the employee’s fetus and requiring either an overnight stay in a medical care facility, or continuing treatment by a health care provider who provides a medical certification of the need for the employee’s absence.

##### **C. Committee**

The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Association. These standards and procedures shall include but not be limited to eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave. No employee may retract any days donated to the sick bank.

##### **D. Limit of sick leave**

Notwithstanding standards established by the committee that administers the sick bank, no employee shall be granted the use of the sick bank's days beyond a ninety (90) calendar day block. If the employee requires additional use of the sick bank, the employee must reapply and be approved by the committee for all extensions. No extensions shall be given in more than ninety (90) calendar day blocks. The Parties acknowledge that the decision of the committee shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the grievance or arbitration procedures in the Agreement.

**E. Dissolution**

Should the sick bank be dissolved, each contributing member will receive an equal amount, or fraction thereof, of the remaining sick leave bank days not to exceed the original amount that each individual contributed.

**F. Annual Accounting of the Bank**

The committee shall maintain a current accounting of the bank, to include members who have been joined, sick leave days utilized and sick leave days on deposit in the bank. A joint accounting will take place annually no later than September 30.

**ARTICLE XLVII**

**REPRESENTATION FEE**

- A. 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) 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 that 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 representative.
- B. 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 fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C. Deduction and Transmission of Fee
  - 1. Notification - On or about November 1st of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
  - 2. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Paragraph One above the full amount of the yearly

representation fee in equal installments beginning with the first paycheck in February.

3. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  4. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph One above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
  5. New Employees - 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 (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

### **ARTICLE XLVIII**

#### **DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2012 and remain in effect through June 30, 2015 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally. If a successor agreement is not entered into on or before June 30, 2015, the present Agreement shall remain operative and binding upon all parties until such successor Agreement becomes effective.

IN WITNESS WHEREOF, the Montvale Board of Education hereto has cause this Agreement to be signed by its president, attested to by its secretary, and its corporate seal to be placed hereon; and the Montvale Education Association has hereunto set its hand this:

26th day of March 2013

WITNESS: MONTVALE BOARD OF EDUCATION

BY: Marian Latz  
Marian Latz  
Business Administrator/Board  
Secretary

BY: Marie Muller-Noonan  
Marie Muller-Noonan  
Board President

WITNESS:

MONTVALE EDUCATION  
ASSOCIATION

BY: Marian Latz

BY: Kevin Beattie  
Kevin Beattie  
Association President

BY: James A. Quaranto  
James Quaranto  
Chief Negotiator

MONTVALE TEACHERS

2012-13

Step	BA	BA+15	MA	MA+15	MA+30
2-3	48,092	50,442	54,042	56,367	58,692
4	49,102	51,452	55,052	57,377	59,702
5	50,202	52,552	56,152	58,477	60,802
6	51,402	53,752	57,352	59,677	62,002
7	52,737	55,087	58,687	61,012	63,337
8	54,487	56,837	60,437	62,762	65,087
9	56,287	58,637	62,237	64,562	66,887
10	58,137	60,487	64,087	66,412	68,737
11	60,037	62,387	65,987	68,312	70,637
12	62,037	64,387	67,987	70,312	72,637
13	64,147	66,497	70,097	72,422	74,747
14	66,367	68,717	72,317	74,642	76,967
15	68,697	71,047	74,647	76,972	79,297
16	71,127	73,477	77,077	79,402	81,727
17	73,657	76,007	79,607	81,932	84,257
18	76,287	78,637	82,237	84,562	86,887
19	79,017	81,367	84,967	87,292	89,617
20	81,847	84,197	87,797	90,122	92,447

Movement shall be in accordance with guide movement chart.

No individual shall hereafter be compensated off-guide.

For individuals on guide, the following will also apply:

For MA+45 add \$2020 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For MA+45 add \$1000 to the appropriate step on MA+30 for those employed after to July 1, 2000.

For DR add \$4040 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For DR add \$2000 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

Individuals who were at the maximum step of each column for the 2010-11 school year shall receive an additional \$1500.

MONTVALE TEACHERS

2013-14

Step	BA	BA+15	MA	MA+15	MA+30
2	\$49,047	\$51,442	\$55,035	\$57,430	\$59,825
3-4	\$50,022	\$52,417	\$56,010	\$58,405	\$60,800
5	\$50,997	\$53,392	\$56,985	\$59,380	\$61,775
6	\$51,992	\$54,387	\$57,980	\$60,375	\$62,770
7	\$53,157	\$55,552	\$59,145	\$61,540	\$63,935
8	\$54,607	\$57,002	\$60,595	\$62,990	\$65,385
9	\$56,422	\$58,817	\$62,410	\$64,805	\$67,200
10	\$58,237	\$60,632	\$64,225	\$66,620	\$69,015
11	\$60,052	\$62,447	\$66,040	\$68,435	\$70,830
12	\$61,867	\$64,262	\$67,855	\$70,250	\$72,645
13	\$63,682	\$66,077	\$69,670	\$72,065	\$74,460
14	\$65,662	\$68,057	\$71,650	\$74,045	\$76,440
15	\$67,772	\$70,167	\$73,760	\$76,155	\$78,550
16	\$69,997	\$72,392	\$75,985	\$78,380	\$80,775
17	\$72,337	\$74,732	\$78,325	\$80,720	\$83,115
18	\$74,792	\$77,187	\$80,780	\$83,175	\$85,570
19	\$77,362	\$79,757	\$83,350	\$85,745	\$88,140
20	\$80,047	\$82,442	\$86,035	\$88,430	\$90,825
21	\$82,847	\$85,242	\$88,835	\$91,230	\$93,625

Movement shall be in accordance with guide movement chart.

No individual shall hereafter be compensated off-guide.

For individuals on guide, the following will also apply:

For MA+45 add \$2020 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For MA+45 add \$1000 to the appropriate step on MA+30 for those employed after to July 1, 2000.

For DR add \$4040 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For DR add \$2000 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

Individuals who were at the maximum step of each column for the 2010-11 school year shall receive an additional \$1500.

MONTVALE TEACHERS

2014-15

Step	BA	BA+15	MA	MA+15	MA+30
2-3	\$51,477	\$53,902	\$57,540	\$59,965	\$62,390
4-5	\$52,437	\$54,862	\$58,500	\$60,925	\$63,350
6	\$53,397	\$55,822	\$59,460	\$61,885	\$64,310
7	\$54,357	\$56,782	\$60,420	\$62,845	\$65,270
8	\$55,317	\$57,742	\$61,380	\$63,805	\$66,230
9	\$56,452	\$58,877	\$62,515	\$64,940	\$67,365
10	\$57,847	\$60,272	\$63,910	\$66,335	\$68,760
11	\$59,722	\$62,147	\$65,785	\$68,210	\$70,635
12	\$61,597	\$64,022	\$67,660	\$70,085	\$72,510
13	\$63,472	\$65,897	\$69,535	\$71,960	\$74,385
14	\$65,347	\$67,772	\$71,410	\$73,835	\$76,260
15	\$67,222	\$69,647	\$73,285	\$75,710	\$78,135
16	\$69,267	\$71,692	\$75,330	\$77,755	\$80,180
17	\$71,422	\$73,847	\$77,485	\$79,910	\$82,335
18	\$73,687	\$76,112	\$79,750	\$82,175	\$84,600
19	\$76,062	\$78,487	\$82,125	\$84,550	\$86,975
20	\$78,547	\$80,972	\$84,610	\$87,035	\$89,460
21	\$81,142	\$83,567	\$87,205	\$89,630	\$92,055
22	\$83,847	\$86,272	\$89,910	\$92,335	\$94,760

Movement shall be in accordance with guide movement chart.

No individual shall hereafter be compensated off-guide.

For individuals on guide, the following will also apply:

For MA+45 add \$2020 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For MA+45 add \$1000 to the appropriate step on MA+30 for those employed after to July 1, 2000.

For DR add \$4040 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

For DR add \$2000 to the appropriate step on MA+30 for those employed prior to July 1, 2000.

Individuals who were at the maximum step of each column for the 2010-11 school year shall receive an additional \$1500.



MONTVALE TEACHERS

Montvale Teachers Guide Movement Chart -2012-2015

2011-2012 Step	2012-2013 Step	2013-2014 Step	2014-2015 Step
2	2-3	2	2-3
3	4	3-4	4-5
4	5	5	6
5	6	6	7
6	7	7	8
7	8	8	9
8	9	9	10
9	10	10	11
10	11	11	12
11	12	12	13
12	13	13	14
13	14	14	15
14	15	15	16
15	16	16	17
16	17	17	18
17	18	18	19
18	19	19	20
19	20	20	21
	21	21	22

**MONTVALE TEACHERS  
2012-2015 OFF-GUIDE PLACEMENT**

Individuals offguide will be compensated as follows:

<u>Base</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
	\$90,665	\$91,715	\$92,760	\$93,790
	\$93,781	\$94,781	\$95,889	\$96,994
	\$105,666	\$106,666	\$107,844	\$108,979

For above individuals, the following will apply towards movement across the guide:

<u>From</u>	<u>To</u>	<u>Add</u>
BA	BA+15	\$2,017
BA+15	MA	\$2,967
MA	MA+15	\$2,017
MA+15	MA+30	\$2,017
MA+30	MA+45F	\$2,017
MA+45F	DOC	\$2,017

Only those individuals currently on the above guide shall continue to receive off guide salaries. All other individuals shall be paid in accordance with the salary guides contained in Appendices A-1, A-2, A-3

**Longevity**

To be eligible for longevity, a teacher must be employed prior to 7/1/00 and completed:

15 years	\$350
18 years	\$775
22 years	\$1000
25 years	\$1,300
28 years	\$1,850
33 years	\$2,250

**APPENDIX "B"**

MONTVALE BOARD OF EDUCATION  
CO-CURRICULAR AND INTERSCHOLASTIC SPORTS STIPENDS

2012-13

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
I	\$748	\$863	\$980
II	\$870	\$987	\$1,105
III	\$995	\$1,112	\$1,229
IV	\$1,119	\$1,236	\$1,355
V	\$1,243	\$1,362	\$1,478
VI	\$1,742	\$1,859	\$1,974

**INTERSCHOLASTIC SPORTS**

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
IV	\$2,610	\$2,846	\$3,080
V	\$2,861	\$3,095	\$3,329
VI	\$3,109	\$3,343	\$3,578

**CO-CURRICULAR STIPENDS (employed in position continuously since 1997-98)**

Intramurals - Grade 3	\$1,323
Intramurals - Grade 4	\$1,323
Fieldstone Choral	\$1,640
Fieldstone Falcon/Jazz Band	\$1,609

2013-14

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
I	\$767	\$885	\$1,005
II	\$892	\$1,012	\$1,133
III	\$1,020	\$1,140	\$1,260
IV	\$1,147	\$1,267	\$1,389
V	\$1,274	\$1,396	\$1,514
VI	\$1,786	\$1,905	\$2,023

**INTERSCHOLASTIC SPORTS**

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
IV	\$2,675	\$2,917	\$3,157
V	\$2,932	\$3,172	\$3,412
VI	\$3,187	\$3,427	\$3,667

**CO-CURRICULAR STIPENDS (employed in position continuously since 1997-98)**

Intramurals - Grade 3	\$1,356
Intramurals - Grade 4	\$1,356
Fieldstone Choral	\$1,681
Fieldstone Falcon/Jazz Band	\$1,649

**APPENDIX "B" CONTINUED**

**MONTVALE BOARD OF EDUCATION  
CO-CURRICULAR AND INTERSCHOLASTIC SPORTS STIPENDS**

2014-15

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
I	\$786	\$907	\$1,030
II	\$914	\$1,037	\$1,161
III	\$1,046	\$1,169	\$1,291
IV	\$1,176	\$1,299	\$1,424
V	\$1,306	\$1,431	\$1,552
VI	\$1,831	\$1,953	\$2,074

**INTERSCHOLASTIC SPORTS**

<u>TYPE</u>	<u>1-3 YEARS</u>	<u>4-6 YEARS</u>	<u>7+ YEARS</u>
IV	\$2,742	\$2,990	\$3,236
V	\$3,005	\$3,251	\$3,497
VI	\$3,267	\$3,513	\$3,759

**CO-CURRICULAR STIPENDS (employed in  
position continuously since 1997-98)**

Intramurals - Grade 3	\$1,390
Intramurals - Grade 4	\$1,390
Fieldstone Choral	\$1,723
Fieldstone Falcon/Jazz Band	\$1,690

**CO-CURRICULAR CLASSIFICATION**

<b>Type I</b>	Mayor & Council - MS Newspaper - FMS Cheerleading - FMS Homework Club – FMS	Service Club - FMS Sewing/Knitting Club - FMS SGA – FMS Spanish Club – FMS
<b>Type II</b>	Architecture Club – FMS Art Club – FMS Astronomy Club – FMS Computer Club – FMS Computer Club – MS Drama Club – MS Golf Club – FMS Intramurals – 1 Intramurals – 2 Lego Club – MS United Nations/Debate – FMS Primary Science – MS Environmental Club - FMS Rocketry Club - FMS Ambassador Team - FMS	Intramurals – 3 Intramurals – 4 Intramurals – FMS Environmental Club – MS Photography Club – FMS Service Club – MS Student Press – MS Tennis Club – FMS World Language Club – MS Written & Illustrated – FMS Battle of the Books – FMS  Math Counts – FMS Poetry Club – FMS
<b>Type III</b>	AVA - MS	Band - MS
<b>Type IV</b>	Montvale Pride - MS Memory Book - FMS	AVA - FMS Chorus - MS
<b>Type V</b>	Robotics Club - FMS Drama - FMS Falcon/Jazz Band - FMS	Broadcasting - FMS Chorus - FMS Shakespeare Festival - FMS

**INTERSCHOLASTIC SPORTS**

<b>Type IV</b>	Track Soccer (Girls’) Volleyball	Soccer (Boys’)
<b>Type V</b>	Baseball	Softball
<b>Type VI</b>	Basketball - Boys Athletic Director	Basketball - Girls

**Montvale Schools  
Co-Curricular/Interscholastic Sports  
Criteria for Classification**

- **HOURS** (including planning time, set up/clean up time, and actual session time):

Under 20 hours	2 points
20 – 39 hours	3 points
40 – 59 hours	5 points
60 – 99 hours	10 points
100 – 149 hours	15 points
150+ hours	20 points

- **UNIQUE SKILL REQUIRED OF ADVISOR** (Defined as a specific level of specific skill required, which is essential to the success of the activity. Example: Band needs highly skilled advisor):

Scale of 1 – 5 points

- **NUMBER OF STUDENTS INVOLVED:**

8 – 9	½ point
10 – 15	1 point
16 – 30	2 points
31 – 50	3 points
51 – 75	4 points
76 – 119	5 points
120+	6 points

- **RESPONSIBILITY FACTOR:**

Scale of 1 – 2 points

**POINTS REQUIRED FOR CLASSIFICATION**

Type I	6 – 7 points
Type II	8 – 10 points
Type III	11 – 14 points
Type IV	15 – 19 points
Type V	20 – 23 points
Type VI	24 – 30+ points

**Interscholastic Sports**

Type IV	15 – 19 points
Type V	20 – 23 points
Type VI	24 – 30+ points

MONTVALE SECRETARIES

Classification I

Step	2012-13	Step	2013-14	Step	2014-15
1	29,280	1	29,435		
2	30,030	2	30,185	1-2	31,040
3	30,780	3	30,935	3	31,790
4	31,530	4	31,685	4	32,540
5	32,280	5	32,435	5	33,290
6	33,030	6	33,185	6	34,040
7	33,870	7	33,935	7	34,790
8	34,710	8	34,810	8	35,540
9	35,565	9	35,795	9	36,300
10	36,420	10	36,780	10	37,165
11	37,275	11	37,765	11	38,050
12	38,135	12	38,750	12	38,935
13	38,995	13	39,735	13	39,820
14	39,855	14	40,720	14	40,705
				15	41,590

Classification II

Step	2012-13	Step	2013-14	Step	2014-15
1	32,778	1	32,933		
2	33,583	2	33,738	1-2	34,538
3	34,390	3	34,545	3	35,343
4	35,201	4	35,356	4	36,150
5	36,017	5	36,172	5	36,961
6	36,832	6	36,987	6	37,784
7	37,735	7	37,800	7	38,617
8	38,640	8	38,740	8	39,449
9	39,561	9	39,791	9	40,293
10	40,478	10	40,838	10	41,253
11	41,399	11	41,919	11	42,236
12	42,330	12	43,013	12	43,218
13	43,284	13	44,106	13	44,200
14	44,239	14	45,199	14	45,183
				15	46,165

Classification III

Step	2012-13	Step	2013-14	Step	2014-15
1	40,443	1	40,598		
2	41,268	2	41,423	1-2	42,203
3	42,097	3	42,252	3	43,028
4	42,930	4	43,085	4	43,857
5	43,769	5	43,924	5	44,690
6	44,607	6	44,762	6	45,529
7	45,534	7	45,599	7	46,367
8	46,463	8	46,563	8	47,204
9	47,407	9	47,637	9	48,053
10	48,349	10	48,709	10	49,007
11	49,291	11	49,781	11	49,979
12	50,338	12	50,953	12	50,951
13	51,473	13	52,213	13	52,023
14	52,646	14	53,511	14	53,183
				15	54,381



APPENDIX "D-1"

Montvale Secretaries Guide Movement Chart -2012-2015

2011-2012 Step	2012-2013 Step	2013-2014 Step	2014-2015 Step
	1	1	1-2
1	2	2	3
2	3	3	4
3	4	4	5
4	5	5	6
5	6	6	7
6	7	7	8
7	8	8	9
8	9	9	10
9	10	10	11
10	11	11	12
11	12	12	13
12	13	13	14
13	14	14	15
14	14	14	15

MSA SALARY GUIDES APPENDIX "D-1" continued

Secretaries employed prior to June 30, 2001 shall be entitled to the following longevity:

After 11 years of service in Montvale	\$1,180
After 15 years of service in Montvale	\$1,560
After 19 years of service in Montvale	\$1,940
After 23 years of service in Montvale	\$2,140
After 27 years of service in Montvale	\$2,600

\* Amounts are not cumulative, are not retroactive, and are prorated based on employment anniversary date.

**2012-13** –The two off-guide secretaries shall each receive an annual increase of \$875.

**2013-14** –The two off-guide secretaries shall each receive an annual increase of \$865.

**2014-15** –The two off-guide secretaries shall each receive an annual increase of \$870.

**APPENDIX "E"**

**MONTVALE CUSTODIANS**

2012-13		2013-2014		2014-2015	
Step	Salary	Step	Salary	Step	Salary
1-2	32,906	1	33,246	1-2	34,671
3	33,961	2-3	34,301	3-4	35,726
4	35,016	4	35,356	5	36,781
5	36,076	5	36,411	6	37,836
6	37,161	6	37,471	7	38,896
7	38,261	7	38,566	8	39,981
8	39,646	8	39,656	9	41,081
9	41,186	9	40,981	10	42,406
10	42,566	10	42,386	11	43,706
11	44,250	11	43,791	12	45,006
12	45,611	12	45,196	13	46,306
13	47,136	13	46,601	14	47,606
14	48,599	14	48,006	15	48,906
Maintenance	52,083	15	49,411	16	50,206
		Maintenance	53,145	Maintenance	54,145

**Montvale Custodians Guide Movement Chart -2012-2015**

2011-2012 Step	2012-2013 Step	2013-2014 Step	2014-2015 Step
		1	1-2
1	1-2	2-3	3-4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14

The Board reserves the right to determine an entry level salary should a new maintenance person be employed.

**Longevity:**

Custodians employed prior to June 30, 2001 shall be entitled to the following longevity\*:

After 7 years	\$450
After 15 years	\$878
After 18 years	\$1,306
After 21 years	\$1,734
After 24 years	\$2,162

\*Amounts are not cumulative, are not retroactive, and are pro-rated based on employment anniversary date.

MONTVALE CUSTODIAL ASSOCIATION

**DIFFERENTIAL AMOUNTS**

Recommendations for "awards" shall be through the approved channels: Chief of Maintenance & Operations/School Business Administrator/Superintendent of Schools to the Board of Education.

- 1) 2<sup>nd</sup> in Command to the Chief of Maintenance & Operations in overall supervisory for Maintenance & Operations to receive per annum differential of \$1,250.
- 2) Custodian-In-Charge Day, Memorial School and Fieldstone Middle School, to receive per annum differential of \$1,200. Custodian to be in charge of all other custodians working in the same building.
- 3) Custodian-In-Charge Night, Memorial School and Fieldstone Middle School, to receive per annum differential of \$1,400. Custodian to be in charge of all other custodians working in the same building.
- 4) Night shift custodians working 3:00 p.m. to 11:30 p.m. shift, or 3:30 p.m. to midnight, if so designated to receive per annum differential of \$1,200.

All differentials to be part of base salary.

Differentials will no longer be paid if any of the above are relieved of their positions for any reasons whatsoever.

Differentials for night shift will not be paid if custodian becomes part of the day shift.

All differentials will be pro-rated for the amount of time custodians were employed in the position.

**MAINTENANCE COORDINATOR**

Maintenance coordinator to receive per annum differential of \$3,750.

**FIREMAN'S LICENSE TO OPERATE LOW PRESSURE BOILER-PER ANNUM**

- 1) Per annum, differential for possession of the above license, as previously approved:

2012-2015	\$800
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Payment for Fireman's License shall be pro-rated beginning the month following receipt of the license.

