

Final Version: February 24, 2006

**AGREEMENT BETWEEN**

**MERCHANTVILLE EDUCATION ASSOCIATION**

**AND**

**MERCHANTVILLE BOARD OF EDUCATION**

**July 1, 2005 to June 30, 2008**

**Ratified 02/27/06 by the MEA &**

**02/28/06 by the BOE**

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**PREAMBLE**

This Agreement is effective from the 1st day of July, 2005, to June 30, 2008, between the Board of Education of the Borough of Merchantville, Camden County, New Jersey, hereinafter called the "Board" and the Merchantville Education Association, hereinafter called the "Association".

**ARTICLE I**  
**RECOGNITION OF BARGAINING UNIT**

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following full and part-time certified and non-certified personnel as listed below:

Teachers (Including School Nurse and Guidance Counselor)  
Instructional Aides  
Secretaries (Excluding the secretary to the Chief School Administrator and all Board office staff)  
Non-Instructional Aides  
Maintenance Personnel  
Custodians

All administrative and supervisory staff as well as per diem personnel to include substitute teachers are excluded. In the event a substitute teacher would be engaged by the District for a consecutive number of days as prescribed by New Jersey regulations so as to allow that teacher to be excludable from this exclusion, then that teacher, after complying with all other requirements for coverage, would be eligible for coverage under this agreement

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include male and female.
- C. **FULL-TIME AND PART-TIME EMPLOYEES**
1. For employees hired prior to 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of twenty (20) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than twenty (20) hours per week.
  2. For employees hired after 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of either (if salaried) sixty-five percent (65%) of Full Time Equivalent, as calculated for pay purposes, or (if hourly) twenty-five (25) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than these criteria.
- D. Part time teachers shall have their salaries calculated in terms of their Full Time Equivalency, (FTE). Prior to the first "teacher's day" of each school year, the Chief School Administrator shall present to each such employee a Board-approved weekly schedule, which shall clearly indicate reporting and departure times for each weekday. This schedule shall include a calculation of the total hours during which the employee is required to be present, including lunches and preparation periods. This total shall be divided by thirty-seven (37) hours per week, and carried to one percent (1%) accuracy. The results of this calculation can not exceed 100%. This is the percentage of the full time guide salary, which the employee will be paid. A copy of this schedule, signed by the employee and the Chief School Administrator, shall be returned to the Business Office prior to the first teacher's day of each school year, and shall be considered an attachment to the employee's annual contract.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. Any Agreement so negotiated shall apply to all employees, shall be reduced to writing and upon ratification by the Board of Education and Merchantville Education Association, and shall be signed by both parties.

**ARTICLE III**  
**ASSOCIATION PRIVILEGES**

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal work hours he/she shall suffer no loss in pay.
- B. The Association or its representative shall have the right to conduct Association business provided such action does not interfere with the normal operation of the school, the duty of any employee, or the instructional program.
- C. The Association shall be permitted the continual use of an air-conditioned faculty lounge for its personnel. Although Association members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
- D. The Association shall be permitted to conduct Association meetings in a room provided by the administration, however, no meeting shall be held prior to 3:30 p.m., and no staff member shall be permitted to attend any meeting until the end of his/her respective workday. Secretaries shall be allowed to attend a maximum of one (1) Association meeting per month prior to the end of the work day, provided that the Chief School Administrator is given at least forty-eight (48) hours notice of the meeting and further provided that the unworked time is reduced from the lunch period on the day of the meeting.

**ARTICLE IV**  
**WORKING CONDITIONS**

- A. **TEACHERS**
  - 1. The working day for full time teachers shall be seven and one half (7.5) hours, with the exception of Fridays where it shall be seven (7.0) hours; total thirty-seven (37) hours. The standard working hours for full time teachers will be from 8:00 a.m. to 3:30 p.m. Upon mutual agreement between teacher and Chief School Administrator, whose decision in such matters is final and not appealable to the Board of Education, an individual full time teacher's work day of seven and one half (7.5) hours or seven (7.0) hours may be scheduled at a time other than the standard working hours. Full and part time teachers may be required, upon request of the administration, to perform duties in accordance with their job description during time which is not specifically reserved for designated purposes such as instructional time, lunch period, and preparation periods.
  - 2. Each full time teacher shall be entitled to five (5) duty-free periods per week for planning and preparation. Said period shall be equivalent to the current standard instructional period, but no less than forty (40) minutes in length except in the case of half days.
  - 3. A duty free lunch period of not less than forty-five (45) minutes shall be provided to all full time teachers each weekday. Teachers wishing to leave the building during this scheduled duty-free lunch period shall sign out and in at the building office.

4. Full and part time teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and should not exceed sixty (60) minutes. The notice for any meeting shall be given to the teacher(s) involved at least two (2) days prior to the meeting except in an emergency. The number of meetings involving the total faculty shall be limited to one (1) per month, except for an emergency or special circumstances requiring an additional meeting or meetings.
5. In the event of absence, or in case of extreme emergency, when a full or part time teacher may be called away from class and no substitute can be secured, the classes of said teacher may be covered by faculty members in the manner set forth below:
  - a. An administrator may assign a full or part time teacher to aid in such an emergency by relieving him from a non-teaching period. The faculty members involved shall be notified as soon as possible.
  - b. The teacher so designated will be compensated at the rate of twenty-five (\$25) dollars per period when such designation shall consume any part of the minimum periods allowed per week for planning and preparation.
  - c. At the time of said assignment, if any compensation is involved, the teacher will present a voucher from the Board office to be signed and returned to the Chief School Administrator for payment after the duty has been completed.
6. No full or part time teacher can be required to teach more than four (4) periods without a break, except in the event of an emergency.
7. School Calendar
  - a. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-eight (188) days.
  - b. A committee of teachers shall make suggestions to the Chief School Administrator by November 30<sup>th</sup> of the preceding year and before he/she makes recommendations to the Board concerning the school calendar.
  - c. At the beginning of the school year, the calendar will provide two (2) half days for pupils (full day for teachers) to facilitate planning and organization for the coming year.
  - d. A half-day for students and teachers will be provided prior to Christmas vacation. For those teaching staff members who are scheduled to actively participate in the nighttime activities for Back-To-School night and parent conferences, two (2) additional half days shall be scheduled as compensatory time in lieu of any other payment on the Wednesday before Thanksgiving and the Thursday before Easter.
  - e. Teacher attendance shall not be required on a day when student attendance is not required due to inclement weather or emergencies. Any such inclement weather or emergency days shall not be counted in the calculation of the in-school work year in sub-paragraph "a" above.
8. The Board through the administration shall provide up to one (1) week of combined time for new teacher in-service/orientation programs for all teaching staff members new to the district. This shall be scheduled at the administration's discretion throughout and during the first thirteen (13) months of the teacher's employment in the district. Attendance and participation on the part of the teacher shall be mandatory, and shall be in addition to time requirements set forth elsewhere in this agreement. Compensation for this attendance is incorporated within the salaries set forth on the salary guides in this contract and hence there shall be no additional compensation for attendance or participation in this program.

**B. INSTRUCTIONAL AIDES**

All full-time instructional aides shall work a seven (7) hour day, inclusive of a forty-five minute lunch. The work year for instructional aides shall be the same as for teachers employed on a ten (10) month basis.

**C. SECRETARIES**

1. All full-time twelve-month and ten-month secretaries shall work a thirty-nine and one half (39.5) hour week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. All twelve-month secretaries hired before July 1, 2005 shall work a 38.25 week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. Breaks are to be scheduled by the Chief School Administrator.

2. Secretaries shall not be required to attend work on declared inclement weather days.

Only secretaries employed prior to 1 July 1999 shall be eligible for summer hours. Summer hours shall be in effect from the day after the last teacher's day of the school year until one (1) full week prior to the first teacher's day of the new school year. Summer hours shall consist of a thirty-four (34) hour workweek, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. Breaks are to be scheduled by the Chief School Administrator.

The work period of ten-month secretaries shall begin on the Monday two weeks prior to Labor Day and shall end on the forty-fourth Friday following that Monday

A half-day will be provided prior to Christmas vacation.

**D. NON-INSTRUCTIONAL AIDES**

1. All non-instructional aides shall be paid only for the hours actually worked. Schedules are to be set at the beginning of the year by the administration.

2. Non-instructional aides are not eligible for paid vacation or paid holidays.

3. Non-instructional aides shall not be required to attend work on declared inclement weather days.

**E. CUSTODIAL/MAINTENANCE PERSONNEL**

1. Daily Work Hours - The daily work shift will be eight and a half hours (8.5) inclusive of a thirty (30) minute lunch period, with pay for eight (8) hours. Starting times and the lunch period shall be established for each shift. There shall be one (1) fifteen (15) minute break as scheduled by the head custodian and/or Chief School Administrator.

2. Overtime

a. Overtime shall be paid at the rate of one and one half (1-1/2) times the employee's regular rate of pay for the time worked in excess of eight (8) hours in any one day.

In the event that overtime is necessary, the administration will provide an overtime sign-up list so affected employees can pick times when they are available. If no eligible employee signs up for a date that needs to be covered, the administration will assign personnel on a rotating basis starting with lowest seniority person first.

b. If any custodian or maintenance worker is required to report back to work after his/her normal work shift and after leaving school, he/she shall receive a minimum of two (2) hours pay at the rate of one and one half (1-1/2) the employee's regular hourly rate of pay.

c. Inclement Weather (Snow) Days

- 1) Custodians and/or maintenance workers shall be called in as needed with the particular necessity for their services as determined by the head custodian and/or Chief School Administrator.
  - 2) Custodians and maintenance workers shall report to work during days of school closing due to inclemency in accordance with the district's need to establish and maintain conditions of safety on school property. The length of the work day shall be determined by the requirements of the specific occasion, as determined by the head custodian and/or Chief School Administrator.
  - 3) In the event that custodians or maintenance workers are called to work on weekends or holidays for snow removal and/or other emergencies, they shall receive pay calculated at one and one-half (1-1/2) times the employees regular hourly rate of pay for said period. The weekend, for purposes of this provision, is defined as from the end of the employee's work shift of one week until the beginning of the next work shift of the next week. In the event of a call in on school recognized holidays, pay shall be calculated at two (2) times the employee's regular hourly rate of pay for said period.
  - 4) Personnel deemed not needed for the operation of the school facility on an inclement weather day shall have the option of taking a personal day, subject to the discretion and approval of the Chief School Administrator.
- d. Custodial staff shall work during the day when students and other staff are on recognized breaks in school schedule, if possible.

F. SIGN IN

All personnel (except those punching in on the time clock) shall sign in and out at the beginning and end of their workday, as well as any time they leave the building. The sign in sheet shall be located at the main office.

**ARTICLE V**  
**SALARIES**

- A. Salary guides for all certified personnel have been prepared and incorporated herein as Appendix A. Salary guides for all non-certified personnel have been prepared and incorporated herein as Appendix B.
- B. Employees shall be paid on the 15<sup>th</sup> and last day of each month. If the pay falls on a day when school is not in session, pay shall be given on the last scheduled day prior to the holiday.
- C. Summer Pay - employees may, if they wish, have a pre-specified amount of their wages withheld from each paycheck. In addition, at the option of the employee, a pre-specified amount may be deducted for payment to the South Jersey Federal Credit Union.
- D. Other deductions may be specified for purposes such as United Way, tax shelters or other savings plans.
- E. The Board agrees to transmit all tax shelter annuity and credit union deductions to the agency authorized by the individual within thirty days of the deduction. Every effort will be made to minimize the time it takes to transmit said deductions.
- F. Direct Deposit shall be mandatory.

**ARTICLE VI**  
**VACATIONS**

- A. Only 12-month full time employees are eligible for paid vacation. Ten-month secretaries are not eligible for vacation. All vacation time must be scheduled in advance and is subject to the approval of the employee's immediate supervisor and the Chief School Administrator. Approval will not be arbitrarily denied. Vacations shall be granted in accordance with seniority status.
- B. Vacation time is cumulative beyond the year of entitlement but is not reimbursable except in the contract year of termination of employment. A maximum of one (1) year's worth of vacation time may be carried over into a new school year.
- C.
  - 1. Eligible employees who have completed at least one (1) full year with the district as of 1 July of a given year shall accrue the full annual vacation entitlement at that time. Other eligible employees shall accrue vacation at the rate of one (1) day per month, up to ten (10) days maximum; these employees may not, however, take any vacation until they have completed six (6) consecutive months employment in the district.
  - 2. Eligible employees who have completed at least one (1) but less than five (5) years with the district as of 1 July will receive ten (10) days vacation per year.
  - 3. Eligible employees who have completed at least five (5) but less than fifteen (15) years with the district as of 1 July will receive fifteen (15) days vacation per year.
  - 4. Eligible employees who have completed at least fifteen (15) years with the district as of 1 July will receive twenty (20) days vacation per year.
- D. MISCELLANEOUS
  - 1. No vacations are to be scheduled for the week preceding opening of school.
  - 2. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the head custodian and/or Chief School Administrator, taking into consideration the request of the employee.
  - 3. Employees resigning other than at year end shall be paid pro rata for any unused vacation days, and shall have any days over pro rata deducted from their last check.

**ARTICLE VII**  
**HEALTH CARE BENEFITS**

- A. The Board shall provide basic hospital and medical coverage, major medical coverage, dental and a prescription drug program to each full-time employee and, in cases where appropriate, to spouses and families. Except for the payroll deductions required from the employees pursuant to this contract, the Board shall make the remaining full payment for these services.

The Board retains the right to unilaterally change carriers so long as the coverage is equal to or better than coverage currently being provided. The coverage currently being provided includes, among other things, coverage for unusual medications, preexisting conditions, care that requires a specialist, all as defined by the insurer in the current contract with the insurer.

The insurance programs are as follows:

- 1. Hospital and Surgical Plan  
2005-2006: Choice of any NJ State Health Benefits Plan ("NJSHBP").



2006-2007: Choice of any non-NJSHBP that the Board may arrange with to provide coverage by July 1, 2006; in the event the Board does not make such arrangements, then any NJSHBP plan.

2007-2008: Choice of any non-NJSHBP that the Board may arrange with to provide coverage by July 1, 2007; in the event the Board does not make such arrangements, then any NJSHBP plan.

2. Prescription Drug Program:  
Guardian Prescription Plan #00 495464
  3. Dental Plan:  
BC/BS Plan 98125-00
- B. Effective July 1, 1991, newly hired part-time employees shall not be eligible for any health benefits. Currently employed part-time employees shall continue to be covered in the same method as prior to July 1, 1991.
- C. A joint advisory committee shall be formed including members from the Board and the Association to study health benefit costs and make recommendations for effective cost containment.
- D. Annual health benefit Insurance payroll deductions shall be as follows:
1. 2005-2006 – For employees electing dependent coverage, there shall be a systematic deduction, under procedures established by the administration, from their periodic payroll payments equal to 17.5% of the cost of dependent coverage as may be in effect from time-to-time under the plan in which the employee has chosen to obtain health care coverage.
  2. 2006-2007 - All otherwise-eligible employees not waiving coverage shall be enrolled in a non-NJSHBP Preferred Provider Organization (“PPO”) program to be determined at the Board’s unilateral discretion with coverage equal to or better than NJSHBP’s NJ Plus program, at Board cost. Said employees may elect to enroll in any other available non-PPO plan. If the premium cost of any other plan exceeds the PPO cost, the employee shall pay 65% of the difference by payroll deductions spread over the year or portion of the year other coverage may have been in effect, under procedures established by the administration.  
  
In the event that, for whatever reasons, the Board is unable to arrange for a non-NJSHBP carrier to provide coverage effective July 1, 2006, then the NJSHBP program shall remain in effect and the procedure described in paragraph 1 of this section shall be in effect in 2006-2007.
  3. 2007-2008 - All otherwise-eligible employees not waiving coverage shall be enrolled in a non-NJSHBP Preferred Provider Organization (“PPO”) program to be determined at the Board’s unilateral discretion with coverage equal to or better than NJSHBP’s NJ Plus program, at Board cost. Said employees may elect to enroll in any other available non-PPO plan. If the premium cost of any other plan exceeds the PPO cost, the employee shall pay 100% of the difference by payroll deductions spread over the year or portion of the year other coverage may have been in effect, under procedures established by the administration.  
  
In the event that, for whatever reasons, the Board is unable to arrange for a non-NJSHBP carrier to provide coverage effective July 1, 2007, then the NJSHBP program shall remain in effect and the procedure described in paragraph 1 of this section shall be in effect in 2004-2005.
  4. Employees enrolled in the PPO as of January 1, 1995, shall not be required to contribute to the PPO plan as long as they remain in the PPO plan.

- E.. There shall be a voluntary waiver incentive plan for any insurances under this Article which do not prohibit incentives for waivers. The incentive payment shall be 25% of the amount the Board would have been required to pay had the employee not waived coverage. Payments of such incentives shall be made in a lump-sum by July 31 following the close of the fiscal year in which the savings occurs. Details of the plan appear in Appendix C.

**ARTICLE VIII**  
**EMPLOYEE'S RIGHTS**

- A. No employee shall be discharged, disciplined or reprimanded, 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.

- B. **PERSONNEL RECORDS**

1. An employee shall have the right, upon prior written request, to review the content of his/her personnel file and to receive copies of any documents contained therein. The employee may submit a written response to any materials in the personnel file, which shall be reviewed by the Chief School Administrator or his designee, and shall be attached to such material in the personnel file.
2. The Board agrees to protect the confidentiality of personnel records and other similar documents.
3. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

- C. **RESIGNATION**

All employees other than teachers who are resigning from his/her position shall give thirty (30) calendar days notice.

- D. **STATUTORY RIGHTS**

Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey School Law or other applicable laws and regulations.

- E. **CONFIDENTIALITY**

Any question or criticism by a supervisor, administrator, or Board member of a teacher's job performance shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the individual teacher involved elects to have the matter publicly discussed.

- F. **REPRESENTATION**

Whenever any employee is required to appear before the Chief School Administrator or his designee, Board or any committee member or representative agent of the Board concerning any matter which could result in discipline or adversely affect the continuation of that employee in his/her office, position or employment, then he/she shall be given notice of the reasons of such meeting and shall be entitled to have a representative of the Association present to advise and/or represent him/her at such meeting.

**ARTICLE IX**  
**TEACHER EMPLOYMENT AND ADJUSTMENTS**

- A. The Board agrees to award teaching contracts to teachers holding standard certificates issued by the New Jersey State Board of examiners, or certifiable by them.
- B. Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year if transcripts for additional courses successfully completed prior to those dates are filed no later than sixty (60) days after the respective dates.

**ARTICLE X**  
**EMPLOYEE ASSIGNMENTS AND REDUCTION IN FORCE**

- A. No later than May 15 of each school year, the Chief School Administrator shall post a list of all known teaching vacancies which exist for the succeeding school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire at any time with the Chief School Administrator or Principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference if the choices are multiple.
- C. Any teacher who is notified of a room change after August 1 shall be entitled to up to two (2) days of compensation for the time needed to move classroom materials and to set up the new classroom at a rate of fifteen dollars (\$20) per hour.
- D. The Association will be notified of any reduction in force planned by the Board before the Board takes any action.
- E. If a reduction in force becomes necessary for teachers, the Board shall notify all affected teachers and the Association as soon as practicable, but not less than sixty (60) days prior to the lay-off; for other employees thirty (30) days notice shall be given.
- F. In the event of a reduction in force, tenured teachers shall be placed on a preferred list of eligibility for recall in order of seniority. Said list shall be presented to the Association president prior to the lay-off.
- G. Any support staff member hired shall have a sixty (60) day probationary period and shall not be permitted to utilize the grievance procedure during the probationary period.
- H. Support staff employed after March 27, 1991 shall not be eligible for tenure acquisition.

**ARTICLE XI**  
**EXTRA CURRICULAR AND ADDITIONAL DUTIES**

- A. Extra curricular compensation will be paid for the following activities, which are above and beyond the regular curriculum throughout the school year. No staff member may be paid for coaching or supervising more than three (3) activities at any one point in time during the school year.
- B. STIPENDS

1	<u>Extracurricular Activities.</u>			
		2005-2006	2006-2007	2007-2008
	Cheerleading	3592	3750	3919
	Basketball	3592	3750	3919
	Newsletter	1543	1610	1683

Field Hockey	1543	1610	1683
Softball (Boys)	1543	1610	1683
Softball (Girls)	1543	1610	1683
Soccer	1543	1610	1683
Safety Patrol	1178	1229	1285
Yearbook	1178	1229	1285
Student Council	1178	1229	1285
Jr. Honor Society	1178	1229	1285

2.	<u>Additional Duties</u>		
	Substitute Notification *	2603	2717
	Subject Specialist	2102	2214

\*Additionally, the basic monthly telephone line charges and voice mail service (on the same line) shall be paid by the Board for the ten month period (September to June) each school year.

No extracurricular activity is to commence prior to the end of the established teaching day.

- C. The Board and the Association will form an advisory committee to review the extracurricular activities program and will forward recommendations to the Board regarding the program and its needs and/or requirements.
- D.
  - 1. Teachers responsible for supervising student day trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. For trips beginning outside of school hours, and ending by 11 PM, teachers shall be compensated per the table below for the time from the scheduled end of school that day until the end of the trip and the dismissal of the students.
  - 2. Teachers responsible for supervising student overnight trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. Teachers shall be compensated per the table below. No more than one (1) overnight trip per year is expected of any teacher. A minimum of one (1) month's notice will be given for any overnight trip.

	Hourly	Per Night
2005/2006	\$ 11.78	\$115.41
2006/2007	\$ 12.29	\$120.49
2007/2008	\$ 12.85	\$125.91

**ARTICLE XII**  
**PROFESSIONAL DEVELOPMENT**  
**&**  
**TUITION REIMBURSEMENT**

- A. Teachers may apply, in writing, for participation in this tuition reimbursement plan by submitting their requests to the Chief School Administrator for approval one (1) month prior to the first meeting of the course. Participants must earn a grade of "B" or better (or "PASS" in "PASS/FAIL" courses) in (an) approved graduate level course(s) in order to be eligible for reimbursement. All courses must require attendance and participation at classes at an approved college and university.
- B. Each eligible teachers shall be reimbursed no more than the cost of six (6) credits per year at the Rutgers in-state graduate rate for tuition expenses incurred.

- C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session which an employee is required by the Board to take.
- D. Full-time permanent support staff personnel shall be reimbursed a maximum of \$400.00 per year upon successful completion of job related training or additional education that will further enhance their expertise in their particular job. The course must be offered by a qualified institution, school or college. Prior approval of the course is necessary by the Chief School Administrator or the Board of Education to be eligible for reimbursement.
- E. Tuition reimbursement in any school year shall not exceed \$18,000 for the 2005 – 2006 school year, \$19,000 for the 2006 – 2007 school year, and \$20,000 for the 2007 – 2008 school year. If requests are made which would total in excess of this cap, the Chief School Administrator will allocate funds among some or all applicants at his discretion, utilizing the funds to meet Personal Improvement Plan needs first, district education goals second, and other goals last.
- F. Effective January 1, 2006, any teacher leaving the District for employment with another school district within one year after completion of any Merchantville School District paid course shall reimburse the District for the full cost of the course(s).

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

- A. **DEFINITION**
  - 1. A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement or policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
  - 2. An “aggrieved person” is the person or persons making the claim.
  - 3. The term “grievance” and the procedure relative thereto, shall not be deemed applicable to the failure or refusal of the Board to renew the contract of the non-tenured employee.
  - 4. A “party in interest” is a person(s) who might be required to take action, or against whom action might be taken in order to resolve the claim.
- B. **PURPOSE**
  - 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any grievance which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
  - 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement.
- C. **PROCEDURE**
  - 1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
  - 2. Failure to act within twenty (20) calendar days of the occurrence of complaint shall be deemed to constitute an abandonment of grievance.
  - 3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning

of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement between the Board and the Association so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it practicable.

4. Level I - An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or together with the Associations' designated representative, with the objective of resolving the matter informally.
5. Level II - If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the employee within seven (7) calendar days, he/she may set forth the complaint in writing with the Chief School Administrator. The written grievance shall state:
  - a. the nature of the grievance
  - b. the result of the previous discussion at Level I
  - c. the reason for dissatisfaction
  - d. the remedies sought
  - e. the Agreement provision or the Board policy alleged to have been violated
6. Level III
  - a. If the aggrieved person is not satisfied with the disposition of the written grievance at Level II, or if no decision has been rendered within seven (7) calendar days after the written grievance was delivered to the Chief School Administrator, he may within seven (7) calendar days after a decision by the Chief School Administrator, or fourteen (14) calendar days after the written grievance was delivered to the Chief School Administrator, request a review by the Board. The request shall be duly signed and submitted through the Chief School Administrator who shall attach all related papers and forward the request to the Board.
  - b. The Board, or a committee thereof, shall meet with the aggrieved person and/or his representative, review the grievance, and render a written decision within thirty-five (35) calendar days of receipt of the grievance by the Board.
7. Level IV
  - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he must notify the Board, in writing, of his intent to submit the grievance to arbitration within twenty-one (21) calendar days after a decision by the Board or fifty-six (56) calendar days after the grievance was delivered to the Board.
  - b. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.
  - c. The arbitrator selected shall confer with the representatives of the Board and of the Association and hold hearings promptly and shall issue his decision in accordance with the time limits of the American Arbitration Association. The arbitrator's decision shall be rendered in writing to both parties, and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which would lead to the commission of an act prohibited by law or which is violative of terms of this agreement.
  - d. The arbitrator's decision concerning the interpretation, application or violation of this agreement shall be binding on both parties.

- e. The costs of the services of the arbitrator, including any per diem expenses, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative(s). When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, or any member of the executive committee or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Written decisions shall be required commencing at Level Two of the grievance procedure, and shall set forth the decisions and reasons thereof. A copy of said decision shall be given to all parties involved.
2. Separate grievance files shall be maintained for all documents, communications, and records dealing with the processing of a grievance. Grievance file materials shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.
4. Meetings and hearings under this procedure shall not be conducted in public unless a public hearing is requested in writing by the individual teacher. This does not restrict the calling of witnesses.

**ARTICLE XIV**

**SICK LEAVE**

A. SICK LEAVE

1. All ten (10) month employees shall be entitled to ten (10) sick days each school year. All twelve (12) month employees shall be entitled to twelve (12) sick days each year. Unused sick days shall be accumulated from year to year with no maximum limit. In September of each year the Board will provide each employee with a yearly report of unused sick days as of June 30<sup>th</sup> of the previous year. Part-time employees shall be entitled to pro-rata sick leave. An employee hired after the beginning of the school year shall receive sick days equivalent to the number of months remaining in the school year inclusive of the month of hire
2. In no case shall leave taken for any cause other than actual personal illness be counted as sick leave. Sick leave is granted in full days and half days only.

B. PAYMENT FOR UNUSED SICK LEAVE

1. Upon retirement, an employee who has been employed for at least fifteen (15) years in the district shall be eligible for payment for unused sick leave accumulated in the district. Eligible employees retiring in each listed year shall be paid \$75 for each accumulated sick up to a maximum of \$20,000. Amounts over \$10,000 shall be paid out over two years.
2. To be eligible for payment by August 1, an employee must notify the Board in writing of his intention to retire on or before January 1 of the contract year in which retirement is to occur.

The Board shall have the option to make these payments by August 1 following the employee's retirement date.

3. If it becomes necessary for an employee to retire for unforeseen emergency circumstances arising after January 1 and before June 30, the retiree may receive payment after notifying the Board in writing of the reason. The Board shall determine whether the emergent nature of the circumstances is sufficient to constitute an exception to the notification requirements above. If not, payment will be made on the following August 1 after the appropriate January 1 notification date.
4. "Retirement" means (1) that a person qualifies for a Service Retirement or Early Retirement as those terms are defined by the State of New Jersey Teachers' Pension and Annuity Fund ("TPAF") or the New Jersey Public Employees' Retirement System ("PERS"), *and*, (2) that the person formally applies for retirement benefits from TPAF or PERS concurrently and in concert with any advice of retirement from the Merchantville School District, *and* (3) that the person is actually receiving retirement benefits from TPAF or PERS at the time of the payment of any reimbursement hereunder.

In the event a person who qualifies under (1), (2) and (3) above and who has received payment for unused sick leave subsequently changes qualification under (1), (2) or (3) that person shall have no liability to return any payment actually received.

#### **ARTICLE XV** **LEAVES OF ABSENCE**

Written request for Leave of Absence shall be given to the Chief School Administrator at least forty-eight (48) hours before taking such leave, (except in cases of emergency). Any request for such leave shall be submitted on the Board Approval form to the Chief School Administrator for approval. The number of employees granted leave of absence on the same day will be left to the discretion of the Chief School Administrator.

##### A. PERSONAL LEAVE

Personal leave of up to three (3) days per year is provided for bona fide business of a personal nature which requires absence during school hours according to the following schedule:

1. First year in the district - one (1) day.
2. Two years in district - two (2) days.
3. Three years or more in district - three (3) days.
4. At the end of each school year unused personal days shall become unused sick leave days.

##### B. PROFESSIONAL LEAVE

Employees may be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties. Requests for approval shall be submitted to the Chief School Administrator.

##### C. BEREAVEMENT

Up to three (3) days at one time in the event of death of spouse, parent, son, daughter, brother, sister, parent-in-law, son or daughter-in-law, grandparent, grandchild or step-relationship shall be given. The Chief School Administrator may consider up to a two (2) day extension with pay where extenuating circumstances occur. An individual may apply for a one (1) day leave for purposes of attending a funeral to be granted at the sole discretion of the Chief School Administrator.

##### D. COURT APPEARANCE



An employee who is required to be present at a legal proceeding because he/she is required to serve as a member of the jury or has been subpoenaed as a witness to render testimony, shall receive full pay for such days, less the remuneration received for such service.

E. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board for good cause. Failure to grant such a leave of absence shall not in any way be deemed a violation of the terms of the Agreement.

**ARTICLE XVI**  
**HOLIDAYS (TWELVE MONTH SUPPORT STAFF)**

A. The paid holiday schedule for all full and part time salaried twelve (12) month non-certified support staff shall be:

Labor Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve *	Christmas Day *	New Years Day *
Presidents Day	Martin Luther King Day	Good Friday
Memorial Day	Independence Day*	

\* If any of these holidays falls on a weekend, the administration will designate a substitute weekday to be treated as the holiday.

Ten-month secretaries shall be entitled to any of the above holidays that fall within their period of employment.

B. All full and part time salaried twelve (12) month non-certified support staff employed prior to 1 July 1999 shall receive the following additional holidays:

Columbus Day	Election Day	Veteran's Day.
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C. If any of the holidays listed in A or B above are included in the school calendar as a working day for full or part time salaried twelve (12) month non-certified support staff, the administration will designate a substitute day during the next succeeding winter or spring break to be treated as the holiday.

D. Full or part time salaried twelve (12) month non-certified support staff, other than secretaries, may be allowed to substitute one (1) listed holiday for one (1) day of the NJEA Convention. This substitution shall be staggered such that only one staff member at a time shall be absent. This substitution shall be granted at the discretion of the Chief School Administrator.

**ARTICLE XVII**  
**SABBATICAL LEAVE**

The purpose of sabbatical leave shall be for professional advancement or educational travel for teachers. The following shall apply to sabbaticals:

A. Twelve (12) years of paid service to the Merchantville Board of Education is required to be eligible for the first semester of sabbatical. The teacher qualifies for a second semester after five (5) additional years of paid service.

B. A Professional Improvement Plan (P.I.P.) must be submitted six (6) calendar months before the beginning of the requested sabbatical. The P.I.P. must be approved by the Chief School Administrator or Principal and the Board.

C. A signed statement must be provided indicating the teacher's intention to render two (2) years of additional service to the Merchantville School district upon completion of the sabbatical. In the

event the teacher does not render two years additional service, he/she shall reimburse the Board for the amount of money paid for the sabbatical leave.

- D. Sabbatical pay shall be one-half (1/2) of the teacher's regular salary guide pay.
- E. The Board will determine the number of sabbaticals to be approved annually.
- F. A sabbatical must coincide with one (1) school semester.
- G. The maximum number of sabbaticals is two (2) semesters per employee per lifetime.

**ARTICLE XVIII**  
**PREGNANCY LEAVE/CHILD REARING LEAVE**

- A. Application for said leave shall be submitted to the Chief School Administrator sixty (60) days prior to said leave or by the last day of school if such leave is to commence during September of the next school year. Said application shall indicate commencement of leave date and period of time such leave shall last. If the leave is to commence in mid-year, leave shall be granted for the remainder of the academic year. Application for extension of one (1) additional year may be submitted to the Chief School Administrator in accordance with the timelines set forth above. Return to school must coordinate with the beginning of a new school year.
- B. To avoid unnecessary interruption in instruction, a professional staff member granted a leave related to childbirth shall provide written notice by April 15<sup>th</sup> of the leave year, stating whether or not he/she will return at the beginning of the school year the following September.
- C. Any teacher granted leave shall at his/her request be restored to the same teaching position vacated at the commencement of said leave; however, if this position is not available, the teacher shall be assigned to equivalent certificated position. Non-tenured teachers shall not be granted such leave beyond the contract year. No teacher shall be required to leave work because of pregnancy or reasons related to childbirth at any specific time prior to expected childbirth, unless such teacher is no longer physically able to perform her duties. Sick leave, with pay, shall be granted to an employee for a period of actual pregnancy-related disabilities to the extent of accumulated sick leave. A doctor's certificate as to extent of actual disability must be presented.
- D. Any compensated or uncompensated time-off taken under this Article shall concurrently count as time taken off under the Federal Family Emergency Leave Act.

**ARTICLE XIX**  
**MISCELLANEOUS**

- A. Any employee living outside the school district may enroll his/her children in the Merchantville School and pay one-half (1/2) of the tuition cost for said student subject to availability of space and in accordance with Board policy.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now and hereinafter employed.
- C. The Association shall be permitted to use school equipment provided such use does not interfere with the normal operation of the school. The Association will pay for any supplies used at the rate charged by the Board supplier.
- D. The Association will be permitted to give input regarding decisions concerning arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.

- E. A custodian shall be entitled to receive an annual payment of \$500 upon receipt of a Black Seal License upon submission of proof of said license to the Board, following a minimum of six (6) months of employment.
- F. The Association and the administration shall meet two (2) times during the school year unless by mutual consent a meeting is postponed. This liaison meeting shall be used to attempt to resolve matters of faculty concerns. It is expected that the concerns will be seriously considered and agreed upon resolutions put into effect as soon as possible. These meetings will not start prior to 3:30 p.m.
- G. Whenever the term administrator or administration are used in this agreement, they shall mean the Chief School Administrator or his/her specific designee for a specific purpose under the agreement.
- H. Upon expiration of this contract, personnel shall not advance to the next increment of the salary guide until both parties agree to new salary guides.
- I. The Board shall arrange for an Internal Revenue Code Section 125 Plan to be established so that eligible employees may elect to have eligible payroll deductions withheld from their pay on a pre-tax basis. All matters of eligibility thereunder shall be based on Code, law or regulations of the Internal Revenue Service.

## ARTICLE XX AGENCY SHOP FEE

- A. **PURPOSE OF FEE**  
If any certified teaching staff member or custodian does not become a member of the Association during any membership year (i.e., from September 1 to the following 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**  
Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- C. **DEDUCTION AND TRANSMISSION OF FEE**
  - 1. Notification  
On or about the 15 of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to 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 section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February and ending with the last paycheck in June.
  - 3. Termination of Employment  
For any member or non-member paying a representation fee, who terminates his or her employment with the Board before the Association has received the full amount to which it is entitled, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
  - 4. Mechanics

Except as otherwise provided in this Article, the mechanics for 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.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION  
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 conformity with this provision.

E. DEMAND AND RETURN SYSTEM  
The obligation of the Board to deduct representation fees in accordance with this Article is expressly contingent upon the establishment by the Association of a "demand-and-return system" in accordance with law. The Association shall, on an annual basis, provide the Board with evidence of its establishment of a "demand-and-return." The Board shall have no obligation, however, to satisfy itself that such "demand-and-return system" satisfies the requirements of law. The Board shall have no obligation to deduct this membership fee if this evidence is not furnished prior to December 1 of each year.

**ARTICLE XXI**  
**DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30,2008.

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

B. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended. Such negotiations shall begin not later than as directed by statute.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seal placed thereon.

BOARD OF EDUCATION OF THE BOROUGH OF MERCHANTVILLE

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MERCHANTVILLE EDUCATION ASSOCIATION

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## MERCHANTVILLE SCHOOL DISTRICT

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<b>1</b>	41,250	42,360	43,470	44,580	45,690	46,800	47,910	49,020	50,130	51,240	52,350	53,460
<b>2</b>	42,200	43,310	44,420	45,530	46,640	47,750	48,860	49,970	51,080	52,190	53,300	54,410
<b>3</b>	43,150	44,260	45,370	46,480	47,590	48,700	49,810	50,920	52,030	53,140	54,250	55,360
<b>4</b>	43,483	44,593	45,703	46,813	47,923	49,033	50,143	51,253	52,363	53,473	54,583	56,310
<b>5</b>	44,433	45,543	46,653	47,763	48,873	49,983	51,093	52,203	53,313	54,423	55,533	57,360
<b>6</b>	45,383	46,493	47,603	48,713	49,823	50,933	52,043	53,153	54,263	55,373	56,483	58,410
<b>7</b>	46,347	47,457	48,567	49,677	50,787	51,897	53,007	54,117	55,227	56,537	57,647	59,460
<b>8</b>	47,297	48,407	49,517	50,627	51,737	52,847	53,957	55,067	56,177	57,287	58,697	60,510
<b>9</b>	48,247	49,357	50,467	51,577	52,687	53,925	55,035	56,145	57,255	58,365	59,875	61,660
<b>10</b>	49,197	50,307	51,417	52,527	53,637	54,747	55,857	56,989	58,099	59,209	61,019	62,910
<b>11</b>	50,147	51,257	52,367	53,477	54,587	55,697	56,807	57,917	59,027	60,137	62,929	64,360
<b>12</b>	51,167	52,277	53,387	54,497	55,607	56,717	57,827	58,937	60,047	61,157	64,839	65,910
<b>13</b>	52,267	53,377	55,305	55,841	57,555	59,500	62,039	63,178	64,747	65,717	67,444	68,741
<b>14</b>	53,367	54,529	56,252	59,000	59,900	61,000	62,734	64,000	65,473	66,600	68,400	70,000
<b>15</b>	54,982	55,419	58,105	61,561	62,400	65,985	67,450	68,822	70,198	70,683	72,815	73,840
<b>16</b>	56,082	57,083	60,049	65,521	67,183	68,634	70,166	71,644	72,923	73,166	75,501	76,390
<b>17</b>	56,879	59,249	62,471	68,351	69,958	71,566	73,173	74,761	75,949	75,951	78,186	79,257

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<b>1</b>	42,350	43,460	44,570	45,680	46,790	47,900	49,010	50,120	51,230	52,340	53,450	54,560
<b>2</b>	43,325	44,435	45,545	46,655	47,765	48,875	49,985	51,095	52,205	53,315	54,425	55,535
<b>3</b>	43,900	45,010	46,120	47,230	48,340	49,450	50,560	51,670	52,780	53,890	55,000	56,110
<b>4</b>	44,875	45,985	47,095	48,205	49,315	50,425	51,535	52,645	53,755	54,865	55,975	57,085
<b>5</b>	45,483	46,593	47,703	48,813	49,923	51,033	52,143	53,253	54,363	55,473	56,583	57,693
<b>6</b>	46,458	47,568	48,678	49,788	50,898	52,008	53,118	54,228	55,338	56,448	57,558	58,668
<b>7</b>	47,433	48,543	49,653	50,763	51,873	52,983	54,093	55,203	56,313	57,423	58,533	59,643
<b>8</b>	48,479	49,589	50,699	51,809	52,919	54,029	55,139	56,249	57,359	58,469	59,579	60,689
<b>9</b>	49,479	50,589	51,699	52,809	53,919	55,129	56,439	57,849	59,259	60,669	62,079	63,489
<b>10</b>	50,629	51,739	52,949	54,259	55,669	56,406	57,816	59,226	60,636	62,046	63,456	64,866
<b>11</b>	51,779	52,889	54,099	55,409	56,419	57,829	59,239	59,611	61,021	62,431	63,841	65,251
<b>12</b>	52,929	54,039	55,249	56,449	57,859	59,269	60,679	61,689	63,099	64,509	65,919	67,329
<b>13</b>	53,521	54,631	55,841	56,541	58,055	61,000	62,410	63,820	65,230	66,640	68,050	69,460
<b>14</b>	54,721	55,831	57,041	59,400	60,203	62,000	64,246	65,561	66,400	67,849	70,000	73,056
<b>15</b>	56,574	57,037	58,605	62,000	62,500	68,545	70,067	71,492	72,922	73,426	75,640	77,600
<b>16</b>	57,574	57,844	61,049	68,063	68,789	71,297	72,888	74,424	75,753	76,005	78,430	79,354

<b>17</b>	59,382	61,822	65,186	71,324	73,002	74,680	76,359	78,017	79,257	79,259	81,219	82,710
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<b>1</b>	43,500	44,610	45,720	46,830	47,940	49,050	50,160	51,270	52,380	53,490	54,600	55,710
<b>2</b>	44,450	45,560	46,670	47,780	48,890	50,000	51,110	52,220	53,330	54,440	55,550	56,660
<b>3</b>	45,400	46,510	47,620	48,730	49,840	50,950	52,060	53,170	54,280	55,390	56,500	57,610
<b>4</b>	46,350	47,460	48,570	49,680	50,790	51,900	53,010	54,120	55,230	56,340	57,450	58,560
<b>5</b>	46,900	48,010	49,120	50,230	51,340	52,450	53,560	54,670	55,780	56,890	58,000	59,110
<b>6</b>	47,576	48,686	49,796	50,906	52,016	53,126	54,236	55,346	56,456	57,566	58,676	59,786
<b>7</b>	48,576	49,686	50,796	51,906	53,016	54,126	55,236	56,346	57,456	58,566	59,676	60,786
<b>8</b>	49,576	50,686	51,796	52,906	54,016	55,126	56,236	57,346	58,456	59,566	60,676	61,786
<b>9</b>	50,709	51,819	52,929	54,039	55,249	56,459	57,769	59,179	60,589	61,999	63,409	64,819
<b>10</b>	51,709	52,819	54,029	55,339	56,749	58,159	59,569	60,979	62,389	63,799	65,209	66,619
<b>11</b>	52,709	53,819	55,029	56,339	57,749	59,001	60,411	61,821	63,231	64,641	66,051	67,461
<b>12</b>	53,709	54,819	56,029	57,339	58,749	60,159	61,569	62,353	63,763	65,173	66,583	67,993
<b>13</b>	54,809	56,019	57,229	58,539	59,949	61,359	62,769	64,179	65,589	66,999	68,409	69,819
<b>14</b>	55,983	57,193	58,603	60,113	61,623	63,000	64,510	66,020	67,530	69,040	70,550	74,500
<b>15</b>	57,783	58,993	62,000	62,500	62,972	71,315	72,898	74,380	75,968	76,392	78,696	79,804
<b>16</b>	59,583	59,661	64,899	70,813	72,609	74,177	75,833	77,430	78,813	79,076	81,599	82,559

<b>17</b>	61,996	64,506	68,017	74,426	76,177	77,929	79,682	81,413	82,707	82,710	84,501	86,311
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Appendix B

**MERCHANTVILLE SCHOOL DISTRICT  
Salary Guide for Non-certified Personnel**

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<b>Custodian</b>				<b>Instructional aides</b>			
1	26,036	27,104	28,242	1	23,800	24,847	25,965
2	26,192	27,266	28,411	2	23,996	25,052	26,180
3	26,348	27,429	28,581	3	24,243	25,309	26,448
4	26,504	27,591	28,750	4	24,439	25,514	26,662
5	26,660	27,753	28,919	5	24,820	25,912	27,078
<b>Secretaries - full-time - twelve months</b>				<b>Non-instructional aides</b>			
1	32,276	33,696	35,213	1	11.41	11.91	12.44
2	33,244	34,707	36,269	2	12.03	12.56	13.11
3	34,214	35,719	37,327	3	12.54	13.09	13.67
4	35,182	36,730	38,383	4	12.88	13.45	14.04
5	36,150	37,740	39,438	5	13.19	13.77	14.37
<b>Secretaries - 10 months</b>							
1	24,186	25,251	26,387				
2	24,933	26,030	27,201				
3	25,660	26,790	27,995				
4	26,386	27,547	28,787				
5	27,113	28,306	29,579				

**MERCHANTVILLE SCHOOL DISTRICT**  
**Insurance Waiver Incentive Plan**

**Appendix C**

**1. Which employees are eligible for this incentive?**

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article VII, A, 1,2 or 3.

**2. Is the incentive plan voluntary?**

Yes. No employee must participate if she or he chooses not to do so.

**3. What is the purpose of the plan?**

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.

**4. What is the “Incentive” portion of the Plan?**

Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage of cost set forth in Article VII, E.

**5. May an employee waive only one type of insurance and not the others?**

Yes.

**6. May an employee who has no other hospital and surgical coverage waive the hospital and surgical coverage?**

No. Such a waiver will not be allowed. An employee waiving coverage under Article VII, A, 1 (hospital and surgical) must provide proof of alternative coverage or the waiver will not be allowed.

**7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?**

Yes.

**8. If an employee waives coverage, may he/she re-enroll?**

Yes, but only at the open enrollment periods, subject to carrier rules.

**9. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?**

Yes.

**10. When do employees receive their incentive award?**

The payment will be made after the close of the fiscal year in which the District had a premium saving because of a waiver.

**11. How does an employee sign-up for this Plan?**

Each potentially eligible employee will receive a form from the Business Office. It will contain a final return date and examples of incentive award calculations.

**12. Are there any other matters which the parties must be aware?**

Yes. In order to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District has set up a Section 125 account. Note that employees who receive an incentive award are subject to normal Federal and State withholding on such payment.

