

**AGREEMENT**  
**BETWEEN THE**  
**MONTAGUE SCHOOL PERSONNEL**  
**ASSOCIATION**  
**AND THE**  
**MONTAGUE BOARD OF EDUCATION**  
**July 1, 2007 to June 30, 2010**

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ARTICLE I  
RECOGNITION

A. Unit

The Board hereby recognizes the Montague School Personnel Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all cafeteria, secretarial, maintenance/custodian, and paraprofessional personnel (non-certified) employed by the Board, but excluding confidential professional and managerial employees.

All other positions established by the Board not specifically enumerated above are to be determined by PERC as to their inclusion or exclusion from the bargaining unit (if agreement on their inclusion cannot be reached by the Board and the Association).

B. Definition of Employee

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 female employees.

1. Full Time Employee- may be either a 10 month or 12 month employee.

An employee, who works an average of 32 or more hours per week, will Be considered full time, may be a 10 month or 12 month employee.

2. Part Time Employee- may be either a 10 month or 12 month employee

An employee who works less than an average of 32 hours per week.

3. Ten-month employee is scheduled to work no more than 182 days per Year as scheduled by the Chief School Administrator.

4. Twelve-month employee is scheduled to work 12 months per year.

C. Job Classifications

There are four distinct job classifications:

1. Maintenance/custodial
2. Paraprofessional
3. Lunchroom aide
4. Secretarial

D. Modifications

This Agreement represents and incorporates the entire agreement of the parties on all matters which were or could have been the subject of negotiations. During its term, it shall not be modified either in whole or in part except by mutual written agreement to re-open for negotiations and it is agreed that neither party shall be required to re-open negotiations or to negotiate any matter whether or not it is covered by this Agreement.

ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT

Policy Changes

A. Consistent with N.J.S.A. 34:13A-1 et. seq., the Board shall not effect any change in Policy concerning terms and conditions of employment so negotiated and included as part of the Agreement and contents herein.

B. Not later than January 15<sup>th</sup> preceding the expiration of this Agreement, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after mutual exchange of proposal, if applicable, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession except that which is privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultant and may call upon professional and lay representatives to assist.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

E. This negotiated Agreement is in addition to Board Policy which exists currently and is found In the Board Policy Manual.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person: An "Aggrieved Person" is the person or persons or the Association making the claim.

3. Party in Interest: A "Party in Interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

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

B. Procedure

1. Time Limits

The Number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Employees are required to initiate a formal grievance within thirty (30) days of discovery of the alleged violation of this Agreement.

2. Year End Grievances

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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Chief School Administrator

An employee with a grievance shall first discuss it with his Chief School Administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Board

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board of Education.

5. Level Three - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission of arbitration, 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 to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employees Relations Commission by either party. The parties shall then be bound by the rules and regulations of the Public Employees Relations Commission in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the aggrieved person or the Association and shall be advisory.

(d) The costs of the services of the arbitrator, including per diem expenses, if any, 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.

C. Rights of Employee to Representation

1. Employee and Association

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

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other such participant in the grievance procedure by reason of such participation.

D. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth on Section B. Paragraph 5(c) of this Article.

3. Separate Grievance File

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

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV  
EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et. seq., or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution or any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. This is not meant to restrict the Chief School Administrator from impromptu and/or informal discussions and/or meetings with employees on an emergency basis.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or identification shall be of reasonable size and not interfere with employee's work.

F. All employees will be provided with a job description upon hiring.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. Representatives of the Association shall be permitted to transact official Association Business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, subject to prior approval of the Chief School Administrator.

C. The Association and its representative shall have the right to use school buildings for meetings in accordance with Board Policy for the use of the buildings.

D. The Association may have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. Permission shall be granted by the Chief School Administrator.

E. The Association shall have the right to use the school mail boxes as it deems necessary without the approval of the Chief School Administrator.

F. Exclusive Rights.

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations representing any portion of the unit or potential member of the unit.

G. Association representatives when appearing on behalf of members during school hours shall suffer no loss of pay.

ARTICLE VI  
VACATION – HOLIDAYS  
12-MONTH FULL TIME EMPLOYEES

1. All twelve month employees shall be eligible for vacations on the following PRO-RATA basis:

- 5 working days of vacation after 1 full year of service;
- 10 working days of vacation after 2 full years of service;
- 15 working days of vacation after 9 full years of service; and
- 20 working days of vacation after 15 full years of service.

2. An application for vacation must be presented to the Chief School Administrator not less than four (4) weeks before the intended starting date of the vacation. A waiver to that rule may be given in emergency situations. The Chief School Administrator must approve all vacations before they are taken.

3. Vacation time must be taken within the year of the time it is earned, except an employee may "roll-over" any unused vacation to the next year subject to a maximum of five (5) days to be used within the first six (6) months of the next year and subject to the Chief School Administrator's approval.

4. Vacation time applied for as a single day, shall be granted with three (3) days notice. In the event that an employee has exhausted all sick leave and personal days, vacation days can be used for illness.

5. Vacations will be granted only at times of the year when they will not interfere with the regular operations of the school.

6. Payment of salary in lieu of vacation is permitted only upon approval of the Board of Education.

7. An employee who anticipates his/her termination of service in this district may take accrued vacation time prior to the termination date upon the Chief School Administrator's approval.

8. Vacation time which is accrued within the year of retirement shall be paid to a retiring employee.

9. In addition to the above listed vacation time, fulltime 12-month employees shall receive the following paid holidays:

- |                  |                             |
|------------------|-----------------------------|
| Independence Day | Christmas                   |
| Labor Day        | New Year's Day              |
| Columbus Day     | Presidents Weekend (2 days) |
| Thanksgiving (2) | Good Friday                 |
| Christmas Eve    | Memorial Day                |

If any of these days shall fall on a non-scheduled work day, the employee shall receive the next work day off as the paid holiday. If any of these days occur on a day on which the school is open, an alternate day shall be mutually scheduled.

ARTICLE VII  
WORK SCHEDULE

A. Daily Work Hours

1. A. Full-time custodial, maintenance, and secretarial employees up to eight (8) hours per day inclusive of a lunch equal to one (1) class period. Full time Paraprofessionals will be seven hours and will be on all regular school days. Their workday will begin fifteen (15) minutes before school opens and shall end fifteen (15) minutes after school closes. Full Time Paraprofessionals receive a lunch equal to one (1) class period.

B. Part Time employee's scheduled hours do not include lunch.

2. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible.

B. Call Time and Overtime

1. Any full time employee called to return to work outside of their regular shift shall be paid a minimum of one (1) hour of pay at time and one-half.

2. Overtime shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any week. Sunday and Holiday pay shall be at the rate of double time. Overtime will be authorized in writing, except in an emergency. Time Compensation in lieu of overtime may be substituted by mutual agreement of the employee and the Chief School Administrator.

C. Break time

All employees, scheduled at least four hours, shall have a fifteen (15) minute coffee break. All eight (8) hour employees shall have two (2) fifteen minutes breaks - one in the morning and one in the afternoon. Lunch or supper break will be the same length of time as the teaching staff.

ARTICLE VIII  
EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to salary schedule - Each employee shall be placed on his proper Step of the salary schedule as of the beginning of the current contract. Any employee employed prior to January 1 of any school year shall be given full credit of one (1) year of service toward the next increment step for the following year.

B. Resignation

1. An employee who is resigning from his position shall give no less than four (4) weeks notice.

2. Earned vacation shall be paid according to the proportion of full month worked to the total contract year, unless proper notice has not been given.

3. If the full four (4) weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of Contract and Salary

Employees shall be notified of their Contract and salary status for the ensuing year not later than May 20<sup>th</sup>.

ARTICLE IX  
REDUCTION IN RANK OR JOB CLASSIFICATION

Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Chief School Administrator or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified, whichever is earlier.

ARTICLE X  
SENIORITY AND JOB SECURITY

A. The Montague School District seniority is defined as service by appointed employees in the Montague School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose accumulated school district seniority only if:

1. The employee resigns or is discharged for cause, irrespective of whether he is subsequently re-hired by the school district; or
2. In the event of reduction in force, the employees shall be laid off in the inverse order of seniority of the employees in that job classification.

ARTICLE XI  
SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.

10 month/40 hour = .78 of Step  
10 month/35 hour = .6825 of Step

B. Payment

1. When a pay day falls on or during a school holiday, vacation or weekend, salaried employees shall receive their pay checks on the last previous working day, when possible.

2. Each Full Time 10-month employee shall receive their final pay and the pay schedule for the following year on the last working day in June.

3. All employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When the 15<sup>th</sup> or 30<sup>th</sup> of the month occurs on a weekend or during a holiday period, pay day will be on the last regular work day before the weekend or holiday.

4. Payroll checks will be ready for dispersal by 1:00 p.m. on each pay date.

5. All overtime pay verified by a signed time card voucher and approved by the Chief School Administrator or his designee shall be added to the next payroll check when submitted by the closing date of the payroll period.

6. Hours paid will be included on the pay stub of hourly employees.

7. Full time 10-month employees will receive a check for the first pay period of the new school year on September 15<sup>th</sup> (9/15), and any payroll adjustments for Full time 10-month employees shall be made on the 9/30 checks for any given year.

8. Building "check time" will be paid in equal installments with regularly scheduled pay periods.

#### C. Additional Hours

Additional hours for employees may be assigned by the Board. Such hours shall be compensated at the per hour on present pay rate of the previous year's salary. Payment for such work shall be made on the district's next pay date. Overtime will be assigned on a rotating basis and will be done according to seniority.

#### D. Salary Placement

1. Newly hired employees shall be placed on the appropriate step of the salary guide based upon their previous experience and at the discretion of the CSA.

2. The Association shall be immediately notified of the salary guide placement of newly hired employees.

#### D. Longevity

Any employee covered by this agreement shall receive a longevity benefit based on the following schedule with regard to service in the district. The benefit will be added to the annual salary but will not become part of the base salary.

\$500.00 after 10 years of service  
\$750.00 after 15 years of service  
\$1000.00 after 20 years of service

E. Black Seal License

Any maintenance/custodial employee who has a Black Seal License shall receive an annual stipend of \$500. This benefit will be added to the annual salary but will not become part of the base salary.

F. Asbestos Certification

Any maintenance/custodial employee who is asbestos certified shall receive an annual stipend of \$150. This benefit will be added to the annual salary but will not become part of the base salary.

G. Highly Qualified Paraprofessionals

All highly qualified paraprofessional who were employed by the School District as of April 30, 2007, who are employed as of September 15, 2007, will receive a one time payment of \$300 on September 30, 2007.

ARTICLE XII  
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than May 31<sup>st</sup> of each school year, the Chief School Administrator shall post in the school building a list of the known vacancies which shall occur during the following school year.

ARTICLE XIII  
EMPLOYEE EVALUATIONS

A. Non-Tenure Employees

1. Frequency

All Employees shall be evaluated by their immediate supervisors at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his

immediate supervisor for the purpose of identifying deficiencies, and extending assistance for their correction.

B. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. Each employee shall be required to sign the evaluation to verify that he/she has seen it and had an opportunity for a conference. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XIV  
PROMOTIONS

A. Positions Included

Promotional positions are defined as follows:

When school is in session, a notice shall be posted as far in advance as practical. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Chief School Administrator together with the positions for which they desire to apply, and an address where they can be reached during the summer.

ARTICLE XV  
FAIR DISMISSAL PROCEDURE

A. Procedure

1. Date

On or before May 30<sup>th</sup> of each year, the Board, as recommended by the Chief School Administrator, shall give to each non-tenure employee continuously employed since the preceding September 30<sup>th</sup>, either:

a. A written offer of a contract for employment for the new succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or

b. A written notice that such employment shall not be offered.

2. Reasons

Any employee who receives a notice of non-employment may within five (5) school days thereafter, in writing, request a statement of reasons for such non-employment from the Chief School Administrator, which statement shall be given to the employee in writing within five (5) school days after receipt of such request.

3. Hearing

Any employee who has received such notice of non employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) school days after receipt by the employee of the statement of reasons.

4. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenure employee for the next succeeding school year within five school days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than June 15<sup>th</sup>.

ARTICLE XVI  
EMPLOYEE FACILITIES AND EQUIPMENT

A. Uniforms

The Board shall provide eight uniform shirts (6 short sleeve & 2 long sleeve), and five pair of uniform pants per custodian employee per year in September. Uniforms are to be cleaned and cared for by the individual employee and worn during working hours.

B. Foul Weather Gear

Two (2) heavy duty slickers and two (2) winter weight outer wear coats will be provided for custodial employees and stored in the building when not in use.

C. Smocks

Smocks shall be provided for each lunchroom employee in September of each year. These are to be cared for by the individual employees.

D. License Renewal

The employer shall pay to renew boiler license for each custodian/maintenance worker.

E. Safety Shoes

Steel toed safety shoes, which must be worn while working shall be provided for each maintenance/custodian employee.

ARTICLE XVII  
SICK LEAVE

A. Accumulative

All twelve (12) month full time employees shall be entitled to twelve (12) sick days each year; all ten (10) month full time employees shall be entitled to ten (10) sick days each year as of the first official day of said school year whether or not they report for duty that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. For part-time employees (all employees working less than an average of thirty-two (32) hours per week), sick leave of ten (10) days shall be granted on a pro-rata basis according to the hours normally scheduled.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 20<sup>th</sup> of each year.

C. Retirement

An employee is entitled to reimbursement for unused sick leave upon retirement and after completing ten (10) years of service in this district. Reimbursement will be \$45.00 per day up to a maximum amount of \$10,000.00.

ARTICLE XVIII  
TEMPORARY LEAVES OF ABSENCE

All full time employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. All part time employees shall be entitled to the following non-accumulative leaves of absence with pro-rated pay, to be consistent with the employee's regularly scheduled daily hours, each school year.

A. Types of Leave

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Chief School Administrator for personal reasons shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Unused personal days will accrue as sick leave.

2. Death in Family

(a) Up to three (3) days per year each, non-accumulative for full and part-time employees (Family shall mean immediate family and shall include spouse, parent, grandparent, child and/or sibling, mother-in-law, father-in-law, brother-in-law or sister-in-law.)

3. Family Illness

Up to three (3) days per year, non-accumulative. (Family shall mean immediate family and shall include spouse, parent, grandparent, child and/or sibling and in-laws.)

B. In Addition to Sick Leave

Leaves taken pursuant to Section above shall be in addition to any sick leaves to which the employee is entitled.

ARTICLE XIX  
EXTENDED LEAVES OF ABSENCE

A. Return from Leave

Upon return from leave granted, an employee who has worked one-half of his contracted year (6 months for 12 month employees; 90 days for 180 days employees) shall be placed on the salary schedule at the level he would have achieved if he had not been absent.

B. Benefits

All benefits to which an employee was entitled at the time his sick leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return.

C. Extensions and Renewals

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

ARTICLE XX  
PROTECTION OF EMPLOYEES

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being as determined by the Chief School Administrator and the District Compliance Officer.

ARTICLE XXI  
INSURANCE PROTECTION

Medical Insurance

A. The Board of Education agrees to pay medical insurance for both the employee and his family if he so chooses. The formula for computing employee contribution rates shall be five (5%) per cent of the difference between the individual rate and various dependent rates, provided, however, that any employee whose date of initial employment is post October 9, 1996, shall be computed at ten (10%) per cent. Coverage includes major medical and hospitalization.

B. Any employee who declines to accept such medical insurance shall receive from the Board of Education, fifty (50%) per cent of the premium consistent with premium payments by the Board that would have been paid by the Board of Education, subject, however, to the express understanding that any such employee shall have the right to re-enroll in said program immediately following the termination date of the insurance that was previously covering the employee. Members who opt out of health insurance are still eligible for prescription and dental coverage as stated in Section C and D of this article.

C. The Board agrees to allow all Full Time personnel covered by this Agreement to participate in the prescription drug plan associated with the chosen health benefit package. The Board shall assume total premium costs based on a co-payment of

\$20.00 for non-generic and \$10.00 for generic prescriptions. Effective July 1, 2007, a mail-in prescription co-pay cost will be \$-0-.

D. The Board agrees to allow all Full Time employees to participate in the Dental Plan and will assume total premium costs.

E. The Association will be notified prior to making any changes in the above insurance programs, and the Board shall have the right to change carriers, provided, however, the coverage is the same.

ARTICLE XXII  
DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Montague School Personnel Association, the Sussex County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Law of 1989, (N.J.S.A. 52:14.15.9(e)) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Montague School Personnel Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

2. Each of the Associations above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Representative Fee

Upon annual certification by the Board of Education that the Union has a "Demand Return" system in place as required by Law, *N.J.A.C. 19:17-3, 4(B)*, THE Board will legally deduct a representational fee in the amount determined by the Union, not to exceed 85%, from any employee so determined by the Union.

ARTICLE XXIII  
MANAGEMENT'S RIGHTS CLAUSE

A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties, facilities and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications, their dismissal or demotion, and to promote and transfer all such employees, to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.

3. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Law, or other national or state, county, district, or local laws or regulations as they pertain to education.

D. The Board of Education will not unilaterally develop or implement any policy or decision that involves terms and conditions of this Agreement. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.

#### ARTICLE XXIV MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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

B. Board Policy

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

C. Separability

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

D. Printing Agreement

Copies of this Agreement shall be printed at the equal expense of the Board and the Association after agreement with the Association and fifteen (15) copies shall be provided to the Association by the Board.

F. Employees shall be given copies of job descriptions by June 1<sup>st</sup>, and input will be given to the Chief School Administrator by the appropriate Association members.

ARTICLE XXV  
DURATION OF AGREEMENT

Duration of Agreement

This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010, subject to the Association's rights to negotiate over a successor agreement as provided in Article II.

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

ARTICLE XXVI  
PROFESSIONAL DEVELOPMENT

A. The Board shall reimburse the full cost of such sessions that the Administration requests or requires the employee take after successful completion of the activity.

B. Each year the Board shall provide at least ten (10) hours of in-service training. Representatives selected by the Association shall meet with the Chief School Administrator to cooperatively plan the program. This in-service training shall be held during school hours or employees shall be paid their regular, hourly rate of pay for any time outside of their regular work day.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written.

Attest:

Montague School Personnel Association

By \_\_\_\_\_  
MSPA Vice President

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

Montague Board of Education

By \_\_\_\_\_  
Board Secretary

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

SCHEDULE A- TWELVE MONTH SALARY GUIDE

During this agreement all employees shall move up one (1) step for each year, which results in an annual increase of 4.4%

	<u>07-08</u>		<u>08-09</u>		<u>09-10</u>
Step		Step		Step	
1	\$25,206	1	\$25,739	1	\$26,280
2	\$25,770	2	\$26,315	2	\$26,871
3	\$26,347	3	\$26,904	3	\$27,473
4	\$26,914	4	\$27,507	4	\$28,088
5	\$27,480	5	\$28,099	5	\$28,717
6	\$27,988	6	\$28,689	6	\$29,335
7	\$28,196	7	\$29,219	7	\$29,952
8	\$28,723	8	\$29,437	8	\$30,505
9	\$29,930	9	\$29,986	9	\$30,732
10	\$31,154	10	\$31,247	10	\$31,306
11	\$32,347	11	\$32,525	11	\$32,622
12	\$33,658	12	\$33,771	12	\$33,956
13	\$34,849	13	\$35,138	13	\$35,256
14	\$36,029	14	\$36,382	14	\$36,685
15	\$37,277	15	\$37,615	15	\$37,983
16	\$38,471	16	\$38,917	16	\$39,270
17	\$39,548	17	\$40,164	17	\$40,630
		18	\$41,288	18	\$41,931
				19	\$43,105
maintenance differential	\$6,000		\$6,000		\$6,000

<u>Lunchroom</u>	<u>Aides</u>				
		<u>07-08</u>	<u>08-09</u>	<u>09-10</u>	
Step		Step		Step	
1	\$10.26	1	\$10.45	1	\$10.58
2	\$10.94	2	\$10.71	2	\$10.91
3	\$11.17	3	\$11.42	3	\$11.18
4	\$11.41	4	\$11.66	4	\$11.93
5	\$11.69	5	\$11.91	5	\$12.18
6	\$12.06	6	\$12.21	6	\$12.44
7	\$12.42	7	\$12.59	7	\$12.74
8	\$12.76	8	\$12.97	8	\$13.14
9	\$13.74	9	\$13.32	9	\$13.54
		10	\$14.34	10	\$13.91
				11	\$14.97