

AGREEMENT

Between the

**BOARD OF EDUCATION
OF MENDHAM TOWNSHIP**

and the

**MENDHAM TOWNSHIP
EDUCATION ASSOCIATION**

JULY 1, 2010 TO JUNE 30, 2013

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ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Mendham Township Education Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all teachers under contract or on leave, regularly employed non-supervisory custodians, secretaries, instructional aides, clerical aides, and clerical/lunch aides. Excluded from the unit are all managerial executives, confidential employees, and supervisors within the meaning of the Employer Employee Relations Act, police, casual employees, bus aides, bus drivers, hourly lunch aides, head custodians and all others employed in the Mendham Township School District.

B. Unless otherwise indicated, the term “employees” when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATIONS

A. The Board of Education of the Township of Mendham and the Mendham Township Education Association shall enter into collective negotiations in good faith in an effort to reach agreement on terms and conditions of employment. Any agreement so negotiated and ratified shall apply to all employees covered by this Agreement, be reduced to writing, and be signed by the Board and the Association.

B. The Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with representatives of the Mendham Township Education Association following the procedure hereinafter set down.

C. Procedure

1. Whenever possible, negotiation meetings will take place when employees involved are free from assigned responsibilities and Board designees are free from primary employment responsibilities, unless otherwise agreed upon.

2. This Agreement may be modified by an instrument in writing duly negotiated and executed by both parties.

3. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit, defined as any practice related to terms and conditions of employment that is the result of all of the following: (1) consistent and ascertainable conduct (2) engaged in for some reasonable length of time (3) of which both parties are aware (4) which does not vary the express written terms of this contract and (5) which is in response to a given set of specific circumstances and conditions, existing prior to the effective date of this contract

D. If any provisions of the agreement reached are contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint by an employee:

a) that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement affecting terms and conditions of employment, and

b) that he has been treated unfairly or inequitably by reason of any act or condition which is established by board policy or administrative decision and/or practice governing or affecting terms and conditions of employment of employees.

2. The term "grievance" shall not apply to the following:

a) a complaint for which a method of review is prescribed by law or State Board rule having the force and effect of law, or

b) a complaint for which the Board of Education is without authority to act, or

c) a complaint from a non-tenured teacher which arises by reason of his/her not being re-employed.

3. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

a) An "aggrieved person" is the person or persons making the claim.

b) A “party in interest” is the person or persons making the claim and any person 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, resolution of grievances. 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 any appropriate member of the administration and have the matter adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association be given the opportunity, if requested by the aggrieved, to be present at such adjustment and to state its views.

3. There shall be freedom from restraint, interference, coercion, discrimination, or reprisal in the presentation of the appeal. Individuals may present their own appeal, or request the assistance of representatives of the Association.

C. Procedure

1. Any professional employee who has a grievance shall first discuss it with the principal or immediate superior, in an attempt to resolve the matter at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, the complaint shall be set forth in writing to the superintendent within 30 calendar days of the action being complained of by the employee. The written grievance shall include the specific contract section, Board policy or practice alleged to have been violated, the

date of the occurrence, and the relief sought. The Superintendent shall communicate the decision to the employee in writing within five (5) days of the receipt of the written complaint.

3. If the employee feels the problem is still unresolved after reaching the Superintendent, the matter may be referred to the Executive Committee of the Mendham Township Education Association for consideration. The Committee shall make a determination within ten (10) school days.

4. If the Association's Executive Committee determines that the grievance has, or may have, merit, it shall recommend in writing that the matter be heard by the Board of Education. The superintendent shall arrange for the meeting between the Board and the employee, and the Board of Education shall hear the matter within thirty (30) days of the committee's recommendation. If the Executive Committee determines the matter is without merit, it will so advise the employee and the grievance shall terminate.

5. The Board shall render a decision and shall communicate such decision to the grievant and the Executive Committee in writing within fifteen (15) days from the date of the hearing. If the Association is not satisfied with the disposition of the grievance at the Board level, or, if no decision has been rendered within fifteen (15) days after it has been reviewed by the Board, the Association may submit the grievance to the American Arbitration Association provided the grievance alleges a violation or misapplication of any of the specific terms of this Agreement. All other grievances shall terminate at the Board level.

a) The arbitrator shall have no authority or power to add to, delete, disregard, or modify any provisions of this Agreement.

b) The decision of the arbitrator shall be final and binding on both parties.

c) The cost for the services of the arbitrator, including per diem expenses, if any, subsistence expenses, if any, and actual and necessary travel, shall be borne by the side which loses the grievance as determined by the arbitrator.

ARTICLE IV

JUST CAUSE

A. The Board shall have the right to take disciplinary action for good and just cause.

Disciplinary action may include but is not limited to:

1. Verbal reprimand
2. Written reprimand
3. Suspension
4. Fine
5. Demotion
6. Termination where permitted by law, and
7. Withholding of an increment where taken for disciplinary reasons

rather than education proficiency reasons.

Disciplinary actions will not include the non-renewal of a non-tenured teacher.

B. The Board agrees to utilize the concepts of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee.

ARTICLE V

TEACHER CONTRACT TERM

Effective for the 2011-2012 school year, the contract term for teachers shall consist of one hundred eighty-three (183) days, three (3) of which shall be “professional days.” Any days lost due to unusual or emergency conditions in excess of the emergency days included in the school calendar will be rescheduled by the Board. The Association shall be given the opportunity to submit suggestions regarding when days lost due to unusual or emergency conditions will be rescheduled. Teachers will be notified of changes in the school calendar within two (2) school days of the Board's adoption of the revised calendar.

ARTICLE VI

TEACHING ASSIGNMENTS

A. Tenure teachers shall be formally notified of their employment and salary status in writing by April 30th. Non-tenured teachers shall be formally notified of their employment and salary status in writing by May 15th.

B. Teachers under contract for the following school year shall be informed of their tentative teaching assignments for the coming year by May 30th. Every attempt shall be made to inform special education teachers under contract for the following school year of their tentative teaching assignments for the upcoming year thirty (30) days prior to the opening of school.

C. The Board Office shall furnish each teacher with an accounting of his/her unused and cumulative sick leave credit by September 15th.

D. The teacher workday shall be seven (7) hours exclusive of annual Back-to-School night, weekly faculty meetings, and past practices requiring workdays longer than seven (7) hours.

E. Faculty meetings shall be held on Mondays as follows: one Monday will be for MTEA business. The remaining Mondays will be for faculty meetings that will not run more than one (1) hour in length. Five months a year staff will have one Monday without a meeting (MTEA or School/District facilitated). The “non-meeting Monday” dates will be determined annually between the MTEA President and the Superintendent or designee by September 30.

F. Teachers who teach an additional teaching period five (5) times per week for a full school year will be paid an additional \$8,000.00. Teachers who teach an additional teaching period for less than a full school year will be paid a percentage of the \$8,000.00 amount on a pro-rated calendar basis.

ARTICLE VII

NEW POSITIONS

A. A written description of professional positions created by the Board or the administration shall be given to the Association so that application for the position shall be open to any teachers within the system wishing to be considered.

B. Any stipended position created by the Board or the administration for an employee represented by the Association shall have its salary negotiated with the Association.

ARTICLE VIII

SALARIES

A. The salary schedules are attached to and are a part of this Agreement.

B. Teachers employed prior to September 1, 1996 have been classified on the salary schedule according to ten (10) training levels, with certain restrictions as outlined below.

Movement into the restricted columns for these employees shall be permitted through September, 1997, with the necessary credits obtained no later than February 1, 1997.

C. Effective September 1, 1996, teachers shall be classified on the salary schedule according to the six non-restricted training levels as outlined below.

1. Column I (B) - Includes all teachers who hold a Bachelor's Degree.

2. Column II (B+15) - Includes all teachers who hold a Bachelor's Degree and have earned fifteen (15) approved credits beyond the Bachelor's Degree. Ten (10) of the fifteen (15) credits must have been earned at the graduate level.

3. Column III (B+30) - Includes all teachers who hold a Bachelor's Degree and have earned thirty (30) approved credits beyond the Bachelor's Degree. Twenty (20) of the thirty (30) credits must have been earned at the graduate level.

4. Column IV (M) or (B+45) - Includes all teachers who have earned a Master's Degree or have earned forty-five (45) approved credits beyond the Bachelor's Degree. Thirty (30) of the forty-five (45) approved credits must have been earned at the graduate level. This column is restricted per paragraphs B and C (above) to those teachers possessing an earned Master's Degree.

5. Column V (M+15) - Includes all teachers who hold a Master's Degree and have earned fifteen (15) approved credits beyond the Master's Degree. Ten (10) of the fifteen (15) credits must have been earned at the graduate level. This column is restricted per paragraphs B and C (above).

6. Column VI (M+30) - Includes all teachers who hold a Master's Degree and have earned thirty (30) approved credits beyond the Master's Degree. Twenty (20) of the thirty (30) credits must be graduate credits.

7. Column VII (M+45) - Includes all teachers who hold a Master's Degree and have earned forty-five (45) approved credits beyond the Master's Degree. Thirty (30) of the forty-five (45) credits must be graduate credits. This column is restricted per paragraphs B and C (above).

8. Column VIII (M+60) - Includes all teachers who hold a Master's Degree and have earned sixty (60) approved credits beyond the Master's Degree. Forty (40) of the sixty (60) approved credits must be graduate credits.

9. Column IX (M+75) - Includes all teachers who hold a Master's Degree and have earned seventy-five (75) approved credits beyond the Master's Degree. Fifty (50) of the seventy-five (75) credits must be graduate credits. This column is restricted per paragraphs B and C (above).

10. Column X (Doctorate) - Includes all teachers who hold a Doctorate Degree. This column is restricted per paragraphs B and C (above).

D. Criteria for In-service Credits

1. Credits may be earned in half (1/2) credit increments.

2. One-half credit will be awarded for seven (7) hours (full day) participation in professional development activities such as workshops and conferences.

3. Requests for in-service credit must be submitted on appropriate district forms to the principal and Superintendent prior to attendance.

4. Credit(s) will be awarded by the superintendent upon receipt of a written summary and evaluation of the professional activity

5. Reimbursement for the cost of the in-service activity may be requested on the appropriate forms accompanied by receipts.

E. Courses

1. All graduate and in-service credits must be approved by the Superintendent of Schools before the first day of class. All graduate courses are to be taken at an accredited college or university.

2. Anticipation of horizontal advancement on the salary guide shall be made in writing to the Superintendent of Schools by November 15th of the year preceding said advancement. Horizontal advancement shall only occur in September.

3. Teachers may apply only approved credits earned after a degree has been granted for horizontal movement beyond that degree.

F. Scheduled Steps for Experience

1. To be eligible for an increment or advancement to the next scheduled step, a teacher must have been employed in the Mendham Township school system for a minimum of ninety (90) workdays. Days on paid sick leave will count toward the ninety (90) workdays; days on unpaid leave will not count towards the ninety (90) workdays. If a teacher is denied a return

date to work by the Board, then those days will count as days worked from the date the teacher wished to return to work.

2. Guide steps and years of experience need not necessarily coincide.

G. Previous Experience

1. Credit for all contract teaching may be given when determining the experience level of teachers. If granted, one-half credit shall be given for one-half year's teaching experience and greater or lesser fractions shall be counted as the nearest full year.

2. Salaries for teachers with active military service shall be determined by provisions of Title 18A: 29-11 of the New Jersey Statutes, Annotated.

H. Overnight/Extended Day Compensation

1. When required to accompany students on overnight field trips, teachers will be compensated at the rate of \$175.00 per night.

2. When required to accompany field trips which extend the day by more than two (2) hours, the teacher will be compensated at the rate of \$80.00 for each trip.

3. Compensation may be claimed by rendering an official bill form of the Board of Education which has been countersigned by the Principal of the school to which the teacher is assigned.

I. Chaperoning

1. When an event begins before 5:00 p.m., chaperone will be paid \$50 per event.
2. When an event begins after 6:00 p.m., chaperone will be paid \$75 per event.

J. Compensation for after school activities shall be in accordance with Schedules B and C of this Agreement. Compensation for newly created after school positions shall be determined through negotiation between the Board and the Association. Failure to reach

agreement on compensation prior to the start of the activity shall not prevent the activity from commencing. However, compensation for the activity shall be retroactive to the start of the activity.

K. Curriculum Work

1. Summer curriculum work shall be posted, and the posting shall include the number of hours for the project. Curriculum work shall be compensated at a fixed rate based upon the number of hours included in the posting times sixty (60) dollars. Employees assigned to curriculum work shall be approved in advance by the Superintendent. Summer curriculum work must be completed by August 31.

2. Employees who present an in house workshop outside of contract hours shall be paid the number of presented hours times ninety (90) dollars. Employees presenting in house workshops shall be approved in advance by the superintendent.

L. Elementary school teachers are guaranteed 5 unassigned prep periods per week, one per day, and 2 assigned prep periods per week, except for those who currently have less. One of the assigned prep periods will be a guaranteed grade level meeting. Teachers who are required, by way of example, but not limitation, to attend a meeting, cover a duty assignment or cover a class during an unassigned prep period or during a guaranteed grade level meeting shall be paid \$50 for the lost prep or any portion thereof.

Middle School teachers are guaranteed 5 preparation periods per week, one per day, and 5 assigned preparation periods per week, except for those who may currently have less. Three of the assigned preparation periods shall be guaranteed team meetings. Teachers who are required, by way of example but not limitation, to attend a meeting, cover a duty assignment or cover a

class during an unassigned prep period or guaranteed team meeting shall be paid \$50 for the lost prep or any portion thereof.

Teachers may be assigned for the following duties during their non-guaranteed assigned preparation periods (one at the elementary school, and three at the middle school), by way of example, but not limitation:

- a) IEP meetings
- b) Child study team – related meetings
- c) Principal meetings
- d) Inclusion meetings
- e) Guidance meetings
- f) Emergency class coverage (per diem only)
- g) I. & R.S.

During the aforementioned assigned preparation periods, teachers will not be assigned lunch duty or recess duty. Teachers will not be assigned student instructional time during this assigned preparation period, except as it relates to emergency class coverage.

ARTICLE IX

SALARY CHECKS

A. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.

B. Upon written request, before September 1, an employee may elect to be paid on a twelve (12) month basis in twenty four (24) equal semi-monthly installments.

C. Checks will be issued on the fifteenth (15th) of the month and on the last teaching day of the month. If a payday falls on a weekend or holiday or during a vacation period, checks will be issued on the last teaching day prior to the payday. Direct deposit accounts will be credited on the day(s) the checks are issued.

D. Employees may individually elect to have a stipulated percentage of their monthly pay deducted and deposited for them in the bank specified by the Association.

E. Teachers shall receive their final paycheck dated on the last working day in June after the closing checklist has been approved by the principal.

ARTICLE X

REPRESENTATION FEE

A. The Board agrees to deduct from the salaries of its employees dues for the Mendham Township Education Association, the Morris County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any of the aforementioned Associations which intend to change the rate of its membership dues shall give the Board written notice by August 1, prior to the effective date of such change.

C. An employee who has authorized the deduction of educational dues may withdraw such authorization by filing a notice of withdrawal, which shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

D. By October 15 of each year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees a representation fee in accordance with the provisions of N.J.S.A. 34:13A-5.4 (Agency Shop Law).

E. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article and to compensate the Board for all costs of defense including attorney fees. The Board agrees to provide the Association timely notice in writing of any claim, demand, suit or other form of liability resulting from the implementation of provisions of this Article. If the Association so requests in writing, the Board will grant to it full responsibility for the defense of such claim, demand, suit or other form of liability with the Association paying all costs.

ARTICLE XI

TUITION PAYMENT

The Board encourages certified employees to participate in professional courses which have a direct bearing upon the instructional needs of Mendham Township Schools.

A. The Board of Education will reimburse teachers for tuition costs for a maximum of two (2) courses each semester and/or three (3) courses each summer.

1. The reimbursement rate per credit shall not exceed the per credit rate for graduate credits charged by Rutgers University.

2. Upon the Board's receipt of tuition payment at registration, fifty (50) percent of the tuition cost shall be reimbursed. Upon submission of satisfactory completion of the course(s), the remaining fifty (50) percent of the tuition shall be reimbursed. The bills should be rendered on the official bill forms of the Board of Education.

3. Teachers who do not satisfactorily complete the course(s) will refund the Board for the advanced tuition payment.

B. Employees must receive a grade of A or B to be eligible for tuition reimbursement.

C. Courses taken to satisfy New Jersey State certification requirements are included in the tuition reimbursement.

D. All graduate credits must be approved by the Superintendent before the first day of class. All graduate courses are to be taken at an accredited college or university.

E. Approval for tuition reimbursement will be limited to teachers who are under contract in Mendham Township at the time reimbursement is requested. Reimbursement for a properly approved summer course will be considered only if the teacher is under contract for the ensuing school year.

F. The Board shall reimburse teachers only for tuition costs that are not otherwise paid for by grants, scholarships, or other forms of remuneration.

G. Teachers who voluntarily leave the District before having returned for the following school year shall be obligated to repay said reimbursement for the preceding semester.

Non-renewal, reduction in force, promotion, or other emergent reasons will not count towards the penalty for leaving.

ARTICLE XII

MILEAGE REIMBURSEMENT

Mileage reimbursement at the OMB rate per mile will be given for required travel within the District and for attendance at workshops and activities held outside the District provided such activities have been approved by the Superintendent (these do not include NEA/NJEA activities). The distance shall be measured from either the school or home, depending upon which is closer to the out-of-district location.

ARTICLE XIII

HEALTH BENEFITS

A. The Board of Education makes hospitalization, medical-surgical, and major medical insurance available to all contractual and appointive employees as defined by the rules and regulations of the Division of Pensions concerning it. All enrollment provisions of the plan must be carefully observed. It shall be the employee's responsibility to notify the Board of any change in his/her coverage status.

B. Effective June 1, 2010, all employees who have not waived their right to health insurance coverage as per New Jersey statute shall pay to the Board 1.5% annually of their gross salary.

C. Effective January 1, 2011, the parties agree that the Board shall provide health insurance to its employees through the School Employee Health Benefits Plan. Accordingly, as of that date, all of the terms of that Plan shall apply to all District employees who are either receiving or waiving health insurance benefits as District employees. Should the District at a subsequent date change to a private insurance plan, the parties agree that the “health insurance waiver” language from the 2007-2010 collective bargaining agreement shall once again apply. The Board will provide coverage equivalent to the level of benefits provided as of January 1, 2011.

D. Whenever the cash option (insurance waiver) is utilized, the Board shall also comply with the Internal Revenue Service’s Chapter 125 rules concerning taxable income.

E. For the duration of this contract, the Board of Education will contribute the full premium for the dental insurance coverage for employees and eligible dependents. The Board reserves the right to change carriers provided the coverage is at least equivalent to the plan now in effect.

ARTICLE XIV

UNUSED SICK LEAVE

A. All teachers shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Upon retiring from the employ of the Mendham Township Board of Education, an employee with either ten (10) years in Mendham Township Schools and twenty-five (25) years in

the teaching field, or, for those employees hired for the first time for the 2007-2008 school year, (10) Years in Mendham Township School and age fifty (50) will be entitled to payment for accumulated, unused sick leave based on the following criteria.

1. The number of days will be calculated as follows:

a) a maximum base payment of forty-five (45) days will be given for the first sixty-five (65) days.

b) In addition, accumulated unused sick leave in excess of the sixty-five (65) base days will be calculated on:

<u>Total Years of Pensionable Service</u>	<u>Entitlement Based on Accumulated Days</u>
Through the completion of twenty (20) years of pensionable service	one for three
From 21 years to the school year during which the 25th pensionable year of service is completed	one for two
26 or more years	one for four

2. Staff members employed as of or during the 1992-93 school year may individually choose one of the following options:

a) freeze the amount of entitlement as of June 30, 1993. This amount will be paid upon retirement, or

b) accept a cap of \$15,000 to be paid upon retirement.

(Either option assumes that staff members will have sufficient accumulated sick days to merit stated amount.)

3. All employees hired after June 30, 1993, will be capped at \$5,000. (This option assumes that staff members will have sufficient accumulated sick days to merit stated amount.)

C. Employees being terminated by the board due to a reduction in force (RIF) as per NJSA 18A: shall be entitled to payment for all unused accumulated sick leave. Options open to the laid-off employee include taking payment for the accumulated sick leave at the time of layoff or banking the days for a maximum of two years, at which time the employee will be paid for the days at the rate in effect at the time of layoff, with the further option of buying them back at the same rate of pay if rehired.

D. For each day of entitlement, payment shall be at a rate of one-two hundredth (1/200) of the employee's final year base contract salary.

E. A retiring or terminated employee whose employment has at any time been reduced or increased is entitled to payment of unused accumulated sick leave as above on the basis of full-time-equivalent (FTE) for each year of employment.

F. The Board has the right to defer payment for up to one year from the date of termination or retirement. If termination is by death, or if the employee dies within one year of termination or retirement, payment shall be made to the employee's last recorded beneficiary of record or to the estate of the deceased.

G. An employee retiring under this provision shall inform the Board, in writing, of his/her intention to retire no later than December 1 of the year in which the retirement is to occur. The Board may waive this provision in emergent circumstances. Failure to adhere to the timelines in this section shall serve only to delay payment until the following year.

ARTICLE XV
TEMPORARY LEAVES

A. Personal Leave

1. Upon approval of the Superintendent an employee may be absent without loss of compensation for reason of personal necessity not more than four (4) days during the school year. No unused personal leave day or days may be accumulated for use in a subsequent school year.

2. A request for a personal leave day shall be made to the Building Principal and then to the Superintendent not less than five (5) days in advance of the proposed leave, except that advance permission is not required when the personal necessity is an emergency and the emergency is verified.

3. Absence without loss of pay in addition to the four (4) days stated above may be approved by the Superintendent and the Board for reasons which are exceptional in nature. The Superintendent's determination on these requests is not grievable.

4. Except in the case of extreme emergency, personal leave shall not be approved to extend a holiday or vacation period for social or avocational reasons.

5. Up to three (3) unused personal days per year shall roll into accumulated sick days.

B. Bereavement Leave

Up to seven (7) calendar days leave with pay per occurrence may be granted for deaths in the immediate family. The immediate family is defined as spouse, parent, child,

grandparent, grandchild, sister, and brother of the employee, and the corresponding family members of the employee's spouse, and any other person living in the immediate household.

ARTICLE XVI

LEAVE OF ABSENCE - MATERNITY

A. The Mendham Township Board of Education recognizes the fact that an employee's pregnancy cannot work to deprive the employee of her employment or the benefits of temporary disability. All leaves of absence requested or taken by employees for reasons associated with pregnancy and maternity shall be governed, as appropriate, by Board policy on unpaid leaves of absence, sick leave, and anticipated disability.

B. The Board will allow pregnant women the utilization of their accumulated sick days during a thirty (30) calendar day period prior to the estimated date of delivery and for scheduled work days during a thirty (30) calendar day period following the date of delivery. If the doctor certifies that either or both the prepartum or postpartum disability period will be "atypical," the pregnant employee may utilize accumulated sick days for a period beyond the normal thirty (30) calendar days.

C. The employee who becomes pregnant shall notify the superintendent as soon as practicable of her condition and shall notify the Board in writing for a maternity leave of absence.

D. The Board will not maintain any policy for removal of an employee from her position based solely on the fact that she is pregnant. Nor will the Board remove a teacher from her duties based solely on a specific number of months of pregnancy or a specific number of months after childbirth. Each teacher or other employee will be treated on an individual basis.

The Board may remove any pregnant employee from her duties on the basis of performance and physical incapacity as described in the Mendham Township Maternity/Sick Leave administrative guidelines.

E. The employee, who remains in her position and becomes disabled during her pregnancy for any reason or at the termination of her pregnancy, shall be granted the same temporary disability benefits of sick leave pay. The Board may require medical certification of such disability.

F. The Board need not grant nor extend the leave of absence of any nontenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

G. Leave of absence without pay shall be extended to a tenured employee for a period of one school year for the purpose of childcare, if requested by the employee prior to April 15th. The leave shall be irrevocable as of the first day of the childcare leave except by special action of the Board.

ARTICLE XVII

JURY DUTY

The Board will insure all contractual employees against loss of pay occasioned by a call to jury duty. Should an employee be called for jury duty, she/he shall report same to the building principal. Employees petitioned for jury duty will not be penalized in any way. They will receive full pay less the difference which they may receive for jury duty. While on jury duty, employees

are required to report daily their schedules for the following day and must report to work when excused for half a day or more or suffer loss of pay. The time spent on jury duty will not be charged against personal leave and will count as time on the job.

ARTICLE XVIII

FACULTY LIAISON

A. The Faculty Council will assure the continued maintenance of professional communications between the administration and the staff.

B. **Building Level**

The Association shall elect a Faculty Council for each school which may, upon adequate notification, meet with the Principal once a month during the school year. The Council shall consist of four members of the teaching staff for each school building. Areas for consideration by the Principal and Council shall be limited to building level decisions regarding administration of this agreement and development or revision of building policies and practices.

C. **Meetings with the Superintendent**

Four representatives from the Building Councils may meet with the Superintendent, the principals, and the Association President once a month during the school year to review and discuss the administration of this agreement and the current school district practices or problems. The Superintendent shall at his/her discretion also be empowered to call these meetings.

ARTICLE XIX
STUDENT TEACHERS

Supervision by a teacher of a student teacher shall be voluntary, and the teacher's consent to assume this responsibility shall be obtained by the building administrator at least three weeks prior to the student teacher's introduction into the classroom.

ARTICLE XX
ADDITIONAL PROVISIONS GOVERNING NON-CERTIFIED STAFF

A. All non-certified staff will be paid at the overtime rate of 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per week. The work week for custodians is defined as eight hours per day (exclusive of lunch), Monday through Friday. Custodians will be paid double time for any work performed on Sunday. Custodians will be guaranteed a minimum of two hours' overtime (time-and-a-half) when the custodian is called back to work from home. This minimum guarantee shall not alter custodians' right to double time pay for Sunday work; custodians will be paid for Sunday work either the guaranteed minimum set forth above or double time for actual time worked, whichever is greater. When a custodian is called into work for the purpose of snow removal on a day when the District is closed due to inclement weather, the custodian will have the opportunity to leave when the snow removal is completed.

B. The work day and work year for instructional aides will be the same as the work day and work year for District teachers. The work day for instructional aides, custodians, and

secretaries shall remain as is the current practice (as of September 1, 2010) for the duration of this Agreement, unless otherwise changed by mutual agreement of the parties, except that, beginning with the 2010-2011 school year, custodians will have off on Christmas Eve.

C. All 12 month full-time non-certified staff shall receive 14 sick days annually. All 10 month full-time non-certified staff shall receive 12 sick days annually. All Unused sick leave shall accumulate from year to year without limit while the employee remains in the employ of the District.

D. All non-certified staff will be notified by the District no later than June 15th of their employment status for the following school year.

E. Custodians and twelve month secretaries shall receive the following holidays:

- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day and Friday following
- Christmas Eve
- Christmas Day
- New Years Day
- Presidents Day
- Good Friday
- Memorial Day

When school is in session, the custodian or twelve month secretary will receive a compensatory day for each holiday in which he/she must work. Compensatory time received by a custodian or twelve month secretary for working a holiday may only be taken with the prior approval of the Superintendent of Schools.

F. The District will make a one time payment for a custodian to take the Black Seal Training course. The District will pay an annual stipend of \$300.00 to any custodian who possesses a Black Seal license.

G. The District will maintain the current practice on the provision of uniforms for custodians. The District will provide, on an annual basis, one pair of steel toed boots. The style and design of the boots must be pre-approved by the Facilities Supervisor and Building Principal.

H. The existing vacation practice for secretaries and custodians will continue for the duration of this Agreement, as memorialized below.

CUSTODIANS

Less than one year service – one day per month up to 10 workdays
Completion of 1-4 years – two weeks annually
Completion of 5-9 years – three weeks annually
Completion of 10-19 years – four weeks annually
Completion of 20 years – five weeks annually

The use of vacation is subject to the prior approval of the Superintendent of Schools. A custodian may carry-over no more than two weeks of unused vacation time from year to year.

TWELVE MONTH SECRETARIES

Twelve month secretaries shall be entitled to two (2) weeks' summer vacation during the first three years of employment which is termed the probationary period. Upon the completion of the probationary period, each secretary so situated shall receive an additional one (1) week of vacation for a total of three (3) weeks. One (1) additional day of vacation shall be added thereafter for each subsequent and successive year of employment until the eighth year when each secretary so situated shall receive one (1) additional week for a total of four (4) weeks. All vacation time shall be taken during the summer vacation period when schools are closed. Exceptions may be made by advance notice to and approval of the Superintendent of Schools. Unused vacation for any year shall be paid at the per diem rate for the year earned. However,

carry-over vacation time shall be limited to two (2) weeks. All vacations are subject to the approval of the Superintendent of Schools as outlined in A and will be adjusted to the work requirements of the school district.

A twelve month secretary is not required to work during extended school vacations and shall be entitled to all other legal holidays as observed in the adopted school staff calendar. When a legal holiday may occur during a week period (in particular July 4th and Labor Day), that day shall be considered a paid workday.

TEN MONTH SECRETARIES

The normal contract period for a ten month secretary shall be defined as 200 working days between July 1 and June 30 of each school year. Normally 183 of said working days will be included in the regular school year for students in the Mendham Township Schools. The additional seventeen (17) working days will be determined by the building Principal. It is recognized that these days will ordinarily include the time necessary for the closing of each school year and the opening of each school year, but may not be limited to this. To the extent possible, these working days will be determined annually prior to May 1st. A ten month secretary is not required to work during extended school vacations and is entitled to all other legal holidays as observed in the adopted school staff calendar.

ARTICLE XXI

ASSOCIATION PRESIDENT DUTIES

The President of the Association may request, when necessary, time during the course of the school day to discharge his/her professional duties in this capacity. The Board will make provision for substitute coverage in such cases when released time is necessary and adequate coverage can be arranged.

ARTICLE XXII

CONTRACT COPIES

A copy of the contract arrived at and ratified by the Board and the Association shall be given to each employee in the district as well as each employee joining the system. The cost of providing sufficient copies shall be shared equally by the Board and the Association.

ARTICLE XXIII

DURATION OF AGREEMENT

This document covers terms and conditions of employment effective as of July 1, 2010, and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and the Board's corporate seal to be placed hereon.

MENDHAM TOWNSHIP EDUCATION ASSOCIATION

By _____, **President**

By _____, **Secretary**

MENDHAM TOWNSHIP BOARD OF EDUCATION

By _____, **President**

By _____, **Secretary**

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YEAR 1
2010-11

Mendham Twp

Step	BA	BA+15	BA+30	BA+45/MA	MA+30	MA+60	MA+75
1-2	46,560	48,010	49,460	50,910	53,810	56,710	-
3	46,810	48,260	49,710	51,160	54,060	56,960	-
4	47,060	48,510	49,960	51,410	54,310	57,210	-
5	47,560	49,010	50,460	51,910	54,810	57,710	-
6	48,060	49,510	50,960	52,410	55,310	58,210	-
7	48,560	50,010	51,460	52,910	55,810	58,710	-
8	49,965	51,415	52,865	54,315	57,215	60,115	-
9	51,415	52,865	54,315	55,765	58,665	61,565	-
10	52,910	54,360	55,810	57,260	60,310	63,060	-
11	54,450	55,900	57,350	59,450	63,050	64,650	-
12	56,040	57,490	59,990	62,590	66,090	67,690	-
13	57,830	59,580	62,930	65,930	68,930	70,630	-
14	59,820	61,270	65,120	68,220	71,670	73,420	-
15	62,010	64,210	68,410	72,110	75,010	76,710	-
16	64,400	66,850	71,250	75,150	77,950	79,650	-
17	66,990	69,690	74,290	78,390	81,090	82,790	-
18	69,780	72,630	77,230	81,730	84,470	86,220	-
19	72,770	75,770	80,370	85,270	88,070	89,870	90,670

YEAR 2
2011-12

Mendham Twp

Step	BA	BA+15	BA+30	BA+45/MA	MA+30	MA+60	MA+75
1	47,935	49,435	50,935	52,435	55,435	58,435	
2-3	48,185	49,685	51,185	52,685	55,685	58,685	
4	48,435	49,935	51,435	52,935	55,935	58,935	
5	48,685	50,185	51,685	53,185	56,185	59,185	
6	49,185	50,685	52,185	53,685	56,685	59,685	
7	49,685	51,185	52,685	54,185	57,185	60,185	
8	50,185	51,685	53,185	54,685	57,685	60,685	
9	51,490	52,990	54,490	55,990	58,990	61,990	
10	52,870	54,370	55,870	57,370	60,370	63,370	
11	54,315	55,815	57,315	58,815	61,815	64,815	
12	55,810	57,310	58,810	60,810	64,410	66,310	
13	57,355	58,855	61,305	63,905	67,405	69,005	
14	59,100	60,850	64,200	67,200	70,200	71,900	
15	61,045	62,545	66,345	69,445	72,895	74,645	
16	63,190	65,390	69,590	73,290	76,190	77,890	
17	65,535	67,985	72,385	76,285	79,085	80,785	
18	68,080	70,780	75,380	79,480	82,180	83,880	
19	70,825	73,675	78,275	82,775	85,515	87,265	
20	73,770	76,770	81,370	86,270	89,070	90,870	91,670

YEAR 3
2012-13

Mendham Twp

Step	BA	BA+15	BA+30	BA+45/MA	MA+30	MA+60	MA+75
1-2	49,040	50,740	52,440	54,140	57,540	60,940	
3-4	49,290	50,990	52,690	54,390	57,790	61,190	
5	49,540	51,240	52,940	54,640	58,040	61,440	
6	49,790	51,490	53,190	54,890	58,290	61,690	
7	50,290	51,990	53,690	55,390	58,790	62,190	
8	50,790	52,490	54,190	55,890	59,290	62,690	
9	51,290	52,990	54,690	56,390	59,790	63,190	
10	52,630	54,330	56,030	57,730	61,130	64,530	
11	54,045	55,745	57,445	59,145	62,545	65,945	
12	55,525	57,225	58,925	60,625	64,025	67,425	
13	57,055	58,755	60,455	62,155	65,655	68,955	
14	58,635	60,335	62,585	65,185	68,685	70,535	
15	60,415	62,165	65,515	68,515	71,515	73,215	
16	62,370	64,070	67,670	70,770	74,220	75,970	
17	64,500	66,700	70,900	74,600	77,500	79,200	
18	66,805	69,255	73,655	77,555	80,355	82,055	
19	69,285	71,985	76,585	80,685	83,385	85,085	
20	71,940	74,790	79,390	83,890	86,630	88,380	
21	74,770	77,770	82,370	87,270	90,070	91,870	92,670