

Agreement Between

THE MORRIS-UNION JOINTURE COMMISSION EDUCATION
ASSOCIATION

AND

THE MORRIS-UNION JOINTURE COMMISSION BOARD OF
EDUCATION

July 1, 2015-June 30, 2018

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ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated full or part time ten (10) month and twelve (12) month teaching staff members, excluding supervisors, administrators, confidential employees, per diem (or hourly) employees, and all other employees of the Board. Unless otherwise indicated, the term “teacher,” or “teaching staff member” when used hereinafter in this agreement shall refer to all certificated employees represented by the Association in the negotiating unit as described above.

ARTICLE II – NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to initiate negotiations over a successor agreement one hundred and twenty (120) days prior to the day on which their collective negotiations agreement is to expire, in accordance with the timelines set forth in PERC regulations (N.J.A.C. 19:16-2.1). Information, proposals and counter-proposals will be exchanged in accordance with applicable law.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
2. The term grievant shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees, or the Association on behalf of itself.

To be considered under this procedure, a grievance must be initiated by the grievant within twenty-five (25) calendar days of the time the grievant knew or should have known of its occurrence.

B. Purpose

1. 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 proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The number of days indicated at each level should 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. All days referred to in this procedure shall be calendar days.

C. Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

End-of-Year Grievance

In the event a written grievance is filed in June 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 consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

Level One: Any employee who has a grievance shall discuss it first in a private, informal conference between the parties involved or with his/her immediate supervisor in an attempt to resolve this matter informally at that level. The employee has a right to representation at all levels of the grievance procedure.

Level Two: If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the grievant's immediate supervisor within ten (10) calendar days of the occurrence or omission giving rise to the grievance specifying:

- (a) the nature of the grievance and the law, rule, policy, regulation or provisions of the Agreement alleged to be violated;
- (b) the factual circumstances on which the grievance is based;
- (c) the person or persons involved;
- (d) his/her dissatisfaction with decisions previously rendered; and
- (e) the relief and/or adjustment sought.

The supervisor shall communicate his/her decision to the employee in writing within twenty (20) calendar days of receipt of the written grievance.

Level Three: The employee, no later than ten (10) calendar days after receipt of the decision in Level Two, may appeal the decision to the Superintendent who shall communicate his/her decision in writing to the employee within twenty (20) calendar days.

Level Four: If the grievance is not resolved, the employee may, within twenty (20) calendar days, appeal his/her grievance in writing to the Board with all related documentation.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant within thirty (30) calendar days of receipt of the written appeal, or by the date of the next board meeting, whichever is later. The Board shall render a final decision in writing within twenty (20) calendar days of the hearing.

Level Five: If the Association is not satisfied with the Board's disposition of the grievance at Level Four, or if no decision has been rendered within the time frame specified in Level Four, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply.

If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by an arbitrator, it shall so notify the Board in writing within ten (10) calendar days of receipt of the Board's decision. Grievances concerning: (a) a complaint by an employee which arises by reason of his/her non-renewal; (b) a dispute involving the withholding of a teaching staff member's increment for predominantly evaluative reasons; (c) any matter which according to law is either beyond the scope of the Board authority or limited to action by the Board alone; and (d) any matter for which a method of review is prescribed by law or any rule or regulation of the State Board of Education; shall not be subject to arbitration.

The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to or subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory.

D. Rights of Employees to Representation

1. 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 participant in the grievance procedure by reason of such participation.

2. Any grievant may represent himself/herself through the Superintendent's level of this procedure, but shall notify the Association that a grievance has been submitted. Only the Association may process grievances through Board level and arbitration.

E. Group Grievances

If a grievance affects a group or class of employees and is based on a Superintendent decision or determination (or if by mutual agreement), the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Three, as long as the specifications for the written grievance at Level Two (subparagraphs a-e) are provided.

F. Work and Grieve Rule

It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE IV – EMPLOYEE RIGHTS AND PRIVILEGES

A. Discipline

Any discipline or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall not be made in public.

B. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent or his/her designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

C. Personnel Records

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has received a

copy of it. The employee shall also have the right to submit a written answer to such material within twenty (20) workdays, and said answer shall be attached to the file copy.

2. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement. The Superintendent has the right to have an employee present during the review process.

ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

A. Release Time for Meeting

If the Board or Superintendent (or Superintendent's designee) and the Association mutually agree to schedule a negotiations session or grievance hearing during working hours, then the representative(s) of the Association and the grievant (if applicable) shall suffer no loss of pay.

B. Representatives of the State and National Association

Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times after school hours, and will follow board policy and procedures that apply to visitors.

C. Use of School Buildings

The Association or its designees shall have the right to request to use a school building at all reasonable hours for meetings in accordance with established Board policies and protocols, and the use shall not be unreasonably denied.

D. Bulletin Boards

The Association shall have in each worksite the exclusive use of a bulletin board for Association business only, in an area specifically designated by the Superintendent (e.g., staff dining rooms; staff work rooms).

E. Mail Facilities

The Association shall have the right to reasonable use of the school mailboxes and the district's internal mail delivery system.

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 employees and to no other organizations.

G. Attendance at Board Meetings

The Association president, or his/her designee, may have release time to attend board meetings. At the conclusion of the board meeting, the Association president or designee will return to work.

ARTICLE VI – MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself all powers, rights, authority, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Board and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Board.
2. To make rules of procedure and conduct, to introduce and use new and improved methods and to determine work schedules to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee.
5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient and non-productive or for other legitimate reason.
6. The Board reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the school district.

- B. Nothing contained herein shall be construed to deny or restrict the Board of any of its rights, responsibilities and authority under any relevant statutes, regulations and/or with the laws of New Jersey and the United States.

ARTICLE VII – EMPLOYMENT PROCEDURES

- A. On or before May 15th of each year, or in accordance with applicable New Jersey statutes and regulations, the Board shall provide to each non-tenured or fixed-term employee either:
 - 1. A written offer of a contract for employment for the next succeeding year; or
 - 2. A written notice that such employment shall not be offered
- B. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

ARTICLE VIII – DAYS AND HOURS OF WORK

- A. The work year shall be one hundred eighty-two (182) days for teachers and staff and one hundred eighty (180) days for students.
- B. Teachers are entitled to one thirty (30) minute preparation period per day. The Association agrees that the ability to take a preparation period is dependent on the students' needs, and if a preparation period is missed, the Administration will make every effort to schedule a make-up period in the same work week.
- C. Weekly after-school meetings for teaching staff members will be scheduled only during weeks when school is scheduled to be in session for a full week.

ARTICLE IX – SALARIES AND OTHER FORMS OF REMUNERATION

- A. Salary schedules for the various categories of employees are attached hereto and made a part hereof.
- B. Employees who are required to use their vehicles to travel between work sites shall be reimbursed at the State mileage rate.
- C. The Board shall implement a direct deposit plan during the regular school year, with the exception of the last paycheck in June for all 10 month employees.

- D. In the event a ten-month employee does not utilize any sick days from September 1st through January 31st, he/she will receive a \$200 stipend to be paid on the 15th of February. If a ten-month employee does not utilize any sick days from February 1st through June 30th, he/she will receive a \$200 stipend to be paid on July 15th.

ARTICLE X – VOLUNTARY AND INVOLUNTARY TRANSFERS

AND REASSIGNMENTS

- A. No later than five (5) business days after the June Board meeting, or as soon as is practical, the Superintendent shall deliver to the Association a list of employees who will be transferred or reassigned and the position and school to which they will be transferred or reassigned.
- B. Employees who desire to transfer to another worksite or seek a reassignment may file a written statement of such desire with the Superintendent or designee. Such statement shall include the worksite or worksites to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than March 30.
- C. Two weeks' notice of an involuntary transfer or reassignment shall be given to employees, except in cases of emergency where a shorter time period is required.
- D. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent or the Assistant Superintendent shall meet with him/her.
- E. Any employee whose assignment is changed shall be provided custodial assistance in moving equipment and materials to the reassigned work site.

ARTICLE XI – EMPLOYEE EVALUATION

A. Procedure

All evaluation procedures shall be in accordance with New Jersey laws and regulations.

B. General Criteria

An employee shall be given a copy of any visit or evaluation report prepared by the evaluators within a reasonable period of time. No employee shall be required to sign a blank or incomplete evaluation form.

ARTICLE XII – JOB POSTING PROCEDURES

- A.** All unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
- B.** A notice shall be posted at each worksite as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted, unless there are emergency circumstances. The Superintendent shall notify the Association upon determination of such emergency circumstances. A copy of said notice shall be given to the Association President at the time of posting.
- C.** During the months of July and August, the Administration shall forward by memorandum or email notices of any vacant position to the Association President.
- D.** The qualifications for the position and duties shall be clearly set forth in the posting.

ARTICLE XIII - SICK LEAVE AND

COMPENSATION FOR UNUSED SICK LEAVE

A. SICK LEAVE

- 1. Sick leave is defined to mean the absence from one's post of duty because of personal disability due to illness or injury.
- 2. All ten (10) month employees shall be entitled to 10 sick days each school year as of the first workday of said school year.
- 3. All twelve (12) month employees shall be entitled to 12 sick days each year as of July 1.
- 4. All unused sick days shall be accumulated from year to year with no maximum limit.
- 5. All employees shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

B. COMPENSATION FOR UNUSED SICK LEAVE

1. The Board of Education will compensate certified staff members for unused sick days upon retirement, death or a reduction in force (“RIF”) after completion of eight (8) contracted work years with the Morris-Union Jointure Commission as follows:
2. Payment for unused sick leave upon death or a RIF after the completion of eight (8) contracted work years with the Morris-Union Jointure Commission Board of Education will be capped at \$12,500.00 or an amount established by New Jersey law, whichever is less. An employee will be reimbursed for one-third (1/3) of the accumulated sick days at a rate of 25% of the per diem rate based on the final year’s salary up to 120 days. An employee dismissed for cause will not be eligible for this benefit.
3. Retirement is defined as the approval of a pension by the Division of Pensions for the Teachers’ Pension and Annuity Fund (TPAF). Upon formally filing papers with the Division of Pensions and receiving approval for a pension, an employee will be reimbursed at one-eighth (1/8) of the per diem rate of the final year’s salary for the first 100 days. Days over 100 will be reimbursed at one-quarter (1/4) of the per diem rate of the final year’s salary with a cap of \$12,500 or an amount established by New Jersey law, whichever is less.

ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

B. Personal Leave

1. The Board of Education will provide for employees’ compensated absence for reason of personal necessity. Personal matters refer to activities that require the employee’s presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.
2. Ten (10) month and twelve (12) month employees will be allotted personal/family illness days (“personal days”) as follows: Employees who are full-time will receive five (5) personal days per year. Employees who work 20 hours or more per week but less than a full-time schedule will received three (3) personal days per year. Employees who work less than 20 hours per week will not be eligible for any personal days.
3. Staff beginning employment during the year or after September 1st (ten-month staff) or July 1st (twelve-month staff) shall receive a pro-rated number of days based on the number of whole months remaining in the school year. The

decimal portion of the calculation will be rounded down to the nearest whole day.

4. Employees must submit personal leave requests to their immediate supervisor five (5) working days prior to the requested absence, on the form provided. Advance requests for personal leave may only be denied if 10% of certified staff members in each school rounded down to the nearest whole number but no less than 1 has already been granted personal leave on the same day. The 10% will be based on the number of certified staff in each building on the first day of school. The five (5) day limit is waived in cases of emergency or urgent reason.
5. Personal leave may be used any time during the school year, with the following exceptions. Personal days may not be taken immediately before or after a vacation day or when school is closed. Personal leave may also not be taken during the first five (5) days of school or the last five (5) days of school.
6. Personal days that are not utilized during the year shall be added to the employee's accumulated sick leave and will be available for future use as sick leave or for the purpose of compensation for unused sick days in accordance with Article XIII B.

C. Bereavement Leave

1. Bereavement leave with pay will be provided for the sole purpose of arranging, attending funeral services, and providing for a reasonable mourning period.
2. For death in the employee's immediate family (mother, father, sister, brother, daughter, son, spouse, civil union partner, mother-in-law, father-in-law, grandchild, step-mother, step-father, step-sibling, step-child): not to exceed five (5) consecutive work days in any one instance.
3. For death of an employee's grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law: not to exceed three (3) consecutive work days in any one instance.
4. For death in the employee's non-immediate family (nephew, niece, aunt, uncle, and cousin): not to exceed two (2) consecutive work days in any one instance.
5. In each instance, the approval of the Superintendent must be obtained in writing.

6. Any days not utilized during that school year will not be carried over to the following school year.

D. Jury Duty

Employees who are called to jury duty shall receive full pay for all time served on jury duty, in accordance with New Jersey law.

ARTICLE XV - EXTENDED LEAVES OF ABSENCE

- A. Employees shall be entitled to disability leave including pregnancy disability according to law and Board policy.
- B. Once an employee has exhausted entitlements under law and board policy they shall be entitled to childrearing leave until the end of the school year in which the baby is born or adopted.

ARTICLE XVI – TUITION REIMBURSEMENT

- A. The Board of Education encourages all employees to enroll in courses of advanced education and will provide tuition reimbursement to those who successfully complete such courses and meet the criteria listed below. All provisions under this Article shall be administered in accordance with P.L. 2010, Chapter 13, cited as N.J.S.A. 18A:6-8.5 and 18A:6-8.6, which governs the requirements for tuition assistance and/or additional compensation (such as salary guide credit or movement), for completion of academic credits or degree programs, taken at an institution of higher education, as defined by the aforementioned statute.
- B. Approval by the Superintendent for tuition reimbursement up to a total of twelve (12) credits taken between July 1st and June 30th of a given school year will be based on the criteria and requirements set forth in this article.
- C. Tuition reimbursement will be considered for the first semester following the certificated staff member's acquisition of tenure.
- D. Courses, including on-line or distance learning courses, must be offered by an institution of higher education as defined by *N.J.S.A. 18A:3-15.3*. Additionally, the course or degree must be related to the employee's current or future job responsibilities.
- E. Courses must be at the graduate level, and must be taken after the award of the last earned degree.

- F. The Superintendent must approve course registration prior to registration.
- G. Completed tuition reimbursement forms must be submitted to the immediate supervisor no later than September 15th for the Fall semester, January 15th for the Spring semester, and May 15th for the Summer semester of the course registration year.
- H. Tuition reimbursement will be given only after the successful completion of the course, which must be demonstrated by an earned grade of “B” or better. In the event that the course is offered exclusively on a Pass/Fail basis, tuition reimbursement will be given only if a “Pass” is earned. Proof of academic achievement must be by official transcript or documentation by the college or university, and submitted directly to the Superintendent by the institution in which the course was taken.
- I. Tuition reimbursement will not be approved for courses leading to the certification required for the staff member’s present position.
- J. Tuition reimbursement shall not exceed the average tuition charged by the following State Universities: Kean, Rutgers, Montclair, and Jersey City.
- K. The Board’s annual tuition costs will be capped at a maximum of \$21,000 for each year of this Agreement. The annual capped amount will be allocated as follows: one-third for the Summer semester; one-third for the Fall semester; and one-third for the Spring semester. Unused funds in one semester will carry over and can be used in a subsequent semester within the same school year; however, unused funds at the end of the school year will not carry over into the subsequent school year.
- L. The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that semester and dividing that amount by the total of approved credits taken during that semester.
- M. A return of service obligation shall apply to employees receiving tuition reimbursement. Following the receipt of each tuition reimbursement payment, the employee shall be required to remain employed in the district for a period equal to two contract years. In the event the employee fails to remain employed in the district for the required period of service, repayment shall be made to the Board of Education at the following rates:

1. Less than one (1) year of employment after reimbursement – 100% repayment
2. More than one (1) year, but less than two (2) years of employment after reimbursement – 50% repayment.
3. Upon two (2) years of employment after reimbursement – no repayment.

The return of service obligation shall not apply in cases of non-renewal, RIF, permanent disability, or death.

If an employee leaves the district and has not paid the tuition reimbursement back, the Board will deduct the money from the employee's last paycheck.

- N.** The Board will establish funding not to exceed \$9,000.00 per year to pay the cost of registration and/or fees at professional workshops which must be related to the employee's job responsibilities, and in full compliance with N.J.S.A. 18A:6-8.5 and 18A:6-8.6. Employees shall be required to provide sixty (60) days advance notice of his/her attendance at the workshop, consistent with MUJC policy and procedure. Approval of the Superintendent in advance shall be mandatory.

ARTICLE XVII – MENTORS AND PROVISIONAL TEACHERS

- A.** The administration will make every attempt to fill mentoring positions with volunteers. The Superintendent will retain authority to assign mentoring positions.
- B.** Training for mentors will be provided by the district or by the New Jersey Department of Education.
- C.** Mentors shall receive the fee in the amount established by the New Jersey Department of Education. Said fee shall be paid by the mentee in accordance with district procedures.

ARTICLE XVIII – PROTECTION OF EMPLOYEES

- A.** The District will provide all necessary training in conformance with applicable state laws and regulations, and may include crisis intervention training. If a member of the bargaining unit conducts staff training at the request of the administration, and if that training occurs on a day when that employee would otherwise not be required to report to work, that employee will be compensated at his/her per diem rate, pro-rated based on the number of training hours provided. (Per diem rate =

1/200 (10 month employees) 1/240 (12 month employees) of the employee's annual salary.)

- B. An employee may use reasonable means, as is necessary, to protect the safety and health of students and district personnel in accordance with *N.J.S.A. 18A:6-1* and applicable case-law.
- C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, and to the school nurse. The employee will be required to complete an incident report/form documenting the circumstances at the time of the injury, or as soon thereafter as practicable.
- D. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Board shall comply with *N.J.S.A. 18A:16-6* (Indemnity of Officers and Employees Against Civil Actions) and *N.J.S.A. 18A:16-6.1* (Indemnity of Officers and Employees Against Criminal Actions).
- E. The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.
- F. The Board agrees to reimburse employees in the following amounts for the personal items set forth below which are damaged during student contact time due to contact with students:
 - a) Eyeglass lenses: Up to \$90 per year
 - b) Eyeglass frames: Up to \$100 per year
 - c) Hearing Aids: Up to \$500 per year
 - d) If the glasses or hearing aids can be repaired, the Board will pay the lesser of the repair cost or the above referenced replacement cost of the item.
 - e) ALL REIMBURSEMENTS SHALL BE PAID UPON THE PRESENTATION OF A RECEIPT FOR PAYMENT OF SUCH REPAIR OR REPLACEMENT.

ARTICLE XIX – HEALTH AND SAFETY

- A. The Board shall be bound by all applicable local, state and federal statutes and regulations regarding health and safety and shall make available personal protective equipment as required by such laws.

- B. The district will have a Health and Safety Committee, which shall include representative(s) from the bargaining unit, administration, and other groups of employees (such as teacher assistants, etc.).

ARTICLE XX INSURANCE PROTECTION

- A. The Board of Education will provide a POS health care plan for staff members who are employed for twenty hours or more per week. Employees will be offered the opportunity to buy up to a PPO plan. If they chose to do so, employees will be responsible for the difference in the premium between the POS and PPO plans. The Board will continue to provide health benefits to those employees who were hired prior to August 31, 2015 and who work more than twenty (20) hours but less than thirty (30) hours per week. However, if these employees waive health benefits, they will not be entitled to enroll in a health benefits plan with the MUJC; neither will they be entitled to compensation for waiver of health benefits.

The parties acknowledge that there are two (2) employee hired prior to August 31, 2015, who work more than twenty (20) but less than thirty (30) hours per week and are currently receiving compensation for waiver of benefits. If those employee do not enroll in a health plan during the regular open enrollment period in school year 2015-2016, he/she will be entitled to continue to receive compensation for waiver of health benefits for the duration of this agreement.

Employees hired after August 31, 2015 must work a minimum of thirty (30) hours or more per week in order to qualify to enroll in a POS health care plan.

- B. Eligible employees may obtain coverage for their dependents as follows:
 - 1. For employees with less than three years of continuous employment, the Board of Education will pay 90% of the dependent premium for the POS plan. The employee is responsible for any difference between this amount and the premium for dependent coverage for the PPO plan.
 - 2. For employees with more than three years of continuous employment, the Board of Education will pay 100% of the dependent premium for the POS plan. The employee is responsible for any difference between this amount and the premium for dependent coverage for the PPO plan.
- C. Group life insurance benefits may be provided to staff members as per plan.
- D. Employees who are eligible for employer paid medical, dental, and vision benefits, will be entitled to such benefits as in this policy effective the first day of the following month.

E. Employees shall contribute to their medical insurance coverage in accordance with Chapter 78, P.L. 2011 or Board policy, whichever is greater.

F. There shall be no stacking of health benefit contributions.

ARTICLE XXI – DEDUCTIONS FROM SALARY AND REPRESENTATION FEE

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Association, the Union 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 Laws of 1969 (N.J.S.A. 52:14-15.9e)* and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th 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. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of membership dues and that any Association, which shall change the rate of its membership dues shall give the Board at least 30 days prior written notice of such change.

B. Representation Fee

1. The Board shall deduct from the pay of all non-member employees in the unit a representation fee, in lieu of dues, for services rendered by the NJEA in accordance with *N.J.S.A. 34:13A-5.5*.

2. The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board receives said notice.

3. The Association agrees to maintain a Demand and Return System in accordance with *N.J.S.A. 34:13A-5.5c*.

C. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

A. Non-Discrimination

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, marital status, age, or sexual orientation, or any other protected category as defined by the N.J. Law Against Discrimination.

B. Separability

If any provision of this Agreement or any application of this Agreement to any 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.

C. Posting of Contract on Website

The parties agree that a PDF file containing a copy of the negotiated agreement, signed by both parties, will be posted on the district's internal website.

ARTICLE XXIII – DURATION OF THE AGREEMENT

This ^{CWW} agreement shall be in effect July 1, 2015 through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries on this

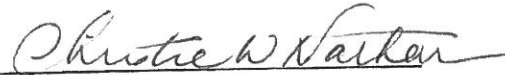
13th day of November, 2015.

Morris-Union Jointure Commission
Board of Education

Morris-Union Jointure Commission
Education Association



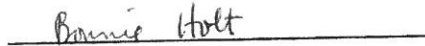
President



President



Secretary



Vice President MUSLEA
Secretary