

**JULY 30, 2008**

**AGREEMENT**  
**BETWEEN**  
**THE MERCHANTVILLE EDUCATION ASSOCIATION**  
**AND**  
**THE MERCHANTVILLE BOARD OF EDUCATION**  
**July 1, 2008, through June 30, 2011**

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## **PREAMBLE**

This Agreement is effective from the 1st day of July, 2008, through June 30, 2011, between the Board of Education of the Borough of Merchantville, Camden County, New Jersey, hereinafter called the "Board" and the Merchantville Education Association, hereinafter called the "Association".

## **ARTICLE 1** **RECOGNITION OF BARGAINING UNIT**

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

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

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

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include male and female.

### **C. FULL-TIME AND PART-TIME EMPLOYEES**

1. For employees hired prior to 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of twenty (20) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than twenty (20) hours per week.
2. For employees hired after 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of either (if salaried) sixty-five percent (65%) of Full Time Equivalent, as

calculated for pay purposes, or (if hourly) twenty-five (25) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than these criteria.

- D. Part time teachers shall have their salaries calculated in terms of their Full Time Equivalency, (FTE). Prior to the first "teacher's day" of each school year, the Chief School Administrator shall present to each such employee a Board-approved weekly schedule, which shall clearly indicate reporting and departure times for each weekday. This schedule shall include a calculation of the total hours during which the employee is required to be present, including lunches and preparation periods. This total shall be divided by thirty-seven (37) hours per week, and carried to one percent (1%) accuracy. The results of this calculation cannot exceed 100%. This is the percentage of the full time guide salary, which the employee will be paid. A copy of this schedule, signed by the employee and the Chief School Administrator, shall be returned to the Business Office prior to the first teacher's day of each school year, and shall be considered an attachment to the employee's annual contract.
- E. If the District ever restores in-house custodial employees, the Board recognizes the right of the Association to represent those positions within this unit.

**ARTICLE 2**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

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

**ARTICLE 3**  
**ASSOCIATION PRIVILEGES**

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal work hours he/she shall suffer no loss in pay.
- B. The Association or its representative shall have the right to conduct Association business provided such action does not interfere with the normal operation of the school, the duty of any employee, or the instructional program.
- C. The Association shall be permitted the continual use of an air-conditioned faculty lounge for its personnel. Although Association members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

- D. The Association shall be permitted to conduct Association meetings in a room provided by the administration, however, no meeting shall be held prior to 3:30 p.m., and no staff member shall be permitted to attend any meeting until the end of his/her respective workday. Secretaries shall be allowed to attend a maximum of one (1) Association meeting per month prior to the end of the work day, provided that the Chief School Administrator is given at least forty-eight (48) hours notice of the meeting and further provided that the unworked time is reduced from the lunch period on the day of the meeting.

#### **ARTICLE 4** **WORKING CONDITIONS**

##### A. TEACHERS

1. The working day for full time teachers shall be seven and one half (7.5) hours, with the exception of Fridays where it shall be seven (7.0) hours; total thirty-seven (37) hours. The standard working hours for full time teachers will be from 8:00 a.m. to 3:30 p.m. Upon mutual agreement between teacher and Chief School Administrator, whose decision in such matters is final and not appealable to the Board of Education, an individual full time teacher's work day of seven and one half (7.5) hours or seven (7.0) hours may be scheduled at a time other than the standard working hours. Full and part time teachers may be required, upon request of the administration, to perform duties in accordance with their job description during time which is not specifically reserved for designated purposes such as instructional time, lunch period, and preparation periods.
2. Each full time teacher shall be entitled to five (5) duty-free periods per week for planning and preparation. Said period shall be equivalent to the current standard instructional period, but no less than forty (40) minutes in length except in the case of half days.
3. A duty free lunch period of not less than forty-five (45) minutes shall be provided to all full time teachers each weekday. Teachers wishing to leave the building during this scheduled duty-free lunch period shall sign out and in at the building office.
4. Full and part time teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and should not exceed sixty (60) minutes. The notice for any meeting shall be given to the teacher(s) involved at least two (2) days prior to the meeting except in an emergency. The number of meetings involving the total faculty shall be limited to one (1) per month, except for an emergency or special circumstances requiring an additional meeting or meetings.

5. In the event of absence, or in case of extreme emergency, when a full or part time teacher may be called away from class and no substitute can be secured, the classes of said teacher may be covered by faculty members in the manner set forth below:
  - a. An administrator may assign a full or part time teacher to aid in such an emergency by relieving him from a non-teaching period. The faculty members involved shall be notified as soon as possible.
  - b. The teacher so designated will be compensated at the rate of **\$30** per period when such designation shall consume any part of the minimum periods allowed per week for planning and preparation.
  - c. At the time of said assignment, if any compensation is involved, the teacher will present a voucher from the Board office to be signed and returned to the Chief School Administrator for payment after the duty has been completed.
6. No full or part time teacher can be required to teach more than four (4) periods without a break, except in the event of an emergency.
7. School Calendar
  - a. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-eight (188) days.
  - b. A committee of teachers shall make suggestions to the Chief School Administrator by November 30th of the preceding year and before he/she makes recommendations to the Board concerning the school calendar.
  - c. At the beginning of the school year, the calendar will provide two (2) half days for pupils (full day for teachers) to facilitate planning and organization for the coming year.
  - d. A half-day for students and teachers will be provided prior to Christmas vacation. For those teaching staff members who are scheduled to actively participate in the nighttime activities for Back-To-School night and parent conferences, two (2) additional half days shall be scheduled as compensatory time in lieu of any other payment on the Wednesday before Thanksgiving and the Thursday before Easter.
  - e. Teacher attendance shall not be required on a day when student attendance is not required due to inclement weather or emergencies. Any such inclement weather or emergency days shall not be counted in the calculation of the in-school work year in sub-paragraph "a" above.

8. The Board through the administration shall provide up to one (1) week of combined time for new teacher in-service/orientation programs for all teaching staff members new to the district. This shall be scheduled at the administration's discretion throughout and during the first thirteen (13) months of the teacher's employment in the district. Attendance and participation on the part of the teacher shall be mandatory, and shall be in addition to time requirements set forth elsewhere in this agreement. Compensation for this attendance is incorporated within the salaries set forth on the salary guides in this contract and hence there shall be no additional compensation for attendance or participation in this program.

B. INSTRUCTIONAL AIDES

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

C. SECRETARIES

1. All full-time twelve-month and ten-month secretaries shall work a thirty-nine and one half (39.5) hour week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. All twelve-month secretaries hired before July 1, 2005 shall work a 38.25 week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. Breaks are to be scheduled by the Chief School Administrator. The departure time for secretaries on Fridays shall be 3:00 p.m.
2. Secretaries shall not be required to attend work on declared inclement weather days.
3. Only secretaries employed prior to 1 July 1999 shall be eligible for summer hours. Summer hours shall be in effect from the day after the last teacher's day of the school year until one (1) full week prior to the first teacher's day of the new school year. Summer hours shall consist of a thirty-four (34) hour workweek, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. Breaks are to be scheduled by the Chief School Administrator.
4. The work period of ten-month secretaries shall begin on the Monday two weeks prior to Labor Day and shall end on the forty-fourth Friday following that Monday.
5. A half-day will be provided prior to Christmas vacation.

D. NON-INSTRUCTIONAL AIDES

1. All non-instructional aides shall be paid only for the hours actually worked. Schedules are to be set at the beginning of the year by the administration.
2. Non-instructional aides are not eligible for paid vacation or paid holidays.
3. Non-instructional aides shall not be required to attend work on declared inclement weather days.

E. SIGN IN

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

**ARTICLE 5**  
**SALARIES**

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

**ARTICLE 6**  
**VACATIONS**

A. Only 12-month full time employees are eligible for paid vacation. Ten-month secretaries are not eligible for vacation. All vacation time must be scheduled in advance and is subject to the approval of the employee's immediate supervisor and the Chief School Administrator. Approval will not be arbitrarily denied. Vacations shall be granted in accordance with seniority status.

B. Vacation time is cumulative beyond the year of entitlement but is not reimbursable except in the contract year of termination of employment. A maximum of one (1) year's worth of vacation time may be carried over into a new school year.

C. Amount

1. Eligible employees who have completed at least one (1) full year with the district as of 1 July of a given year shall accrue the full annual vacation entitlement at that time. Other eligible employees shall accrue vacation at the rate of one (1) day per month, up to ten (10) days maximum; these employees may not, however, take any vacation until they have completed six (6) consecutive months employment in the district.

2. Eligible employees who have completed at least one (1) but less than five (5) years with the district as of 1 July will receive ten (10) days vacation per year.

3. Eligible employees who have completed at least five (5) but less than fifteen (15) years with the district as of 1 July will receive fifteen (15) days vacation per year.

4. Eligible employees who have completed at least fifteen (15) years with the district as of 1 July will receive twenty (20) days vacation per year.

D. MISCELLANEOUS

1. No vacations are to be scheduled for the week preceding opening of school.

2. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the head custodian and/or Chief School Administrator, taking into consideration the request of the employee.

3. Employees resigning other than at year end shall be paid pro rata for any unused vacation days, and shall have any days over pro rata deducted from their last check.

**ARTICLE 7**  
**HEALTH CARE BENEFITS**

**A. INSURANCE PLANS IN EFFECT**

1. The Board shall provide basic hospital and medical coverage, major medical coverage, dental and a prescription drug program to each full-time employee and, in cases where appropriate, to spouses and families. Except for the payroll deductions required from the employees pursuant to this contract, the Board shall make the remaining full payment for these services.
  2. The Board retains the right to unilaterally change carriers so long as the coverage is equal to or better than coverage currently being provided.
  3. The insurance programs are as follows:
    - a. Health and hospitalization coverage is provided through the School Employees Health Benefits Plan.
    - b. Effective July 1, 2008, the prescription plan shall be provided through the SHBP Employee Prescription Drug Plan at full Board assumption of premium. Effective July 1, 2008, the Board shall reimburse 100% of the mail order premiums incurred by an eligible unit member. Claims shall be filed with the Business Office by December 31, for reimbursement by January 31. Claims shall be filed with the Business Office by June 30, for reimbursement by July 31.
    - c. Dental Plan: the plan in effect during the 2007-2008 year with the following changes: 1) increase the annual maximum benefit from \$1,200 to \$2,000; and, 2) replace the 50%/50% co-insurance with 100%/80%/50% co-insurance.
- B. Effective July 1, 1991, newly hired part-time employees shall not be eligible for any health benefits. Currently employed part-time employees shall continue to be covered in the same method as prior to July 1, 1991.
- C. Annual health benefit Insurance payroll deductions under 3. a. above shall be as follows:
1. For employees electing dependent coverage, there shall be a systematic deduction, under procedures established by the administration, from their periodic payroll payments equal to 17.5% of the cost of dependent coverage as may be in effect from time-to time under the plan in which the employee has chosen to obtain health care coverage.

2. As a result of a prior contractual agreement between the parties, the following unit members are exempt from the deduction under C. 1. above: Patty Carr, Joanna Heilman and Kathi Harvey-Wilson.
- D. There shall be a voluntary waiver incentive plan for any insurances under A. 3. b. and c. of this Article. The incentive payment shall be 25% of the amount the Board would have been required to pay had the employee not waived coverage. Payments of such incentives shall be made in a lump-sum by July 31 following the close of the fiscal year in which the savings occurs. Details of the plan appear in Appendix C.

## **ARTICLE 8** **EMPLOYEES' RIGHTS**

- A. No employee shall be discharged, disciplined or reprimanded, without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B **PERSONNEL RECORDS**

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

C. **RESIGNATION**

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

D. **STATUTORY RIGHTS**

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

E. CONFIDENTIALITY

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

F. REPRESENTATION

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

**ARTICLE 9**  
**TEACHER EMPLOYMENT AND ADJUSTMENTS**

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

**ARTICLE 10**  
**EMPLOYEE ASSIGNMENTS AND REDUCTION IN FORCE**

- A. No later than May 15 of each school year, the Chief School Administrator shall post a list of all known teaching vacancies which exist for the succeeding school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire at any time with the Chief School Administrator or Principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference if the choices are multiple.
- C. Any teacher who is notified of a room change after August 1 shall be entitled to up to two (2) days of compensation for the time needed to move classroom materials and to set up the new classroom at a rate of \$20.00 per hour.
- D. The Association will be notified of any reduction in force planned by the Board before the Board takes any action.

- E. If a reduction in force becomes necessary for teachers, the Board shall notify all affected teachers and the Association as soon as practicable, but not less than sixty (60) days prior to the lay-off; for other employees thirty (30) days notice shall be given.
- F. In the event of a reduction in force, tenured teachers shall be placed on a preferred list of eligibility for recall in order of seniority. Said list shall be presented to the Association president prior to the lay-off.
- G. Any support staff member hired shall have a sixty (60) day probationary period and shall not be permitted to utilize the grievance procedure during the probationary period.
- H. Support staff employed after March 27, 1991 shall not be eligible for tenure acquisition.

**ARTICLE 11**  
**EXTRA CURRICULAR AND ADDITIONAL DUTIES**

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

**B. STIPENDS**

1. Extracurricular Activities.

	2008-2009	2009-2010	2010-2011
Cheerleading	4076	4239	4408
Basketball	4076	4239	4408
Newsletter	1750	1820	1893
Field Hockey	1750	1820	1893
Softball (Boys)	1750	1820	1893
Softball (Girls)	1750	1820	1893
Soccer	1750	1820	1893
Safety Patrol	1336	1390	1445
Yearbook	1336	1390	1445
Student Council	1336	1390	1445
Jr. Honor Society	1336	1390	1445

2. Additional Duties

	2008-2009	2009-2010	2010-2011
Substitute Notification *	2953	3071	3193
Subject Specialist	2406	2502	2602

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

3. No extracurricular activity is to commence prior to the end of the established teaching day.
  4. Teachers who develop curriculum shall be paid \$30 per hour.
- C. The Board and the Association will form an advisory committee to review the extracurricular activities program and will forward recommendations to the Board regarding the program and its needs and/or requirements.

D. TRIPS

1. Teachers responsible for supervising student day trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. For trips beginning outside of school hours, and ending by 11 PM, teachers shall be compensated per the table below for the time from the scheduled end of school that day until the end of the trip and the dismissal of the students.
2. Teachers responsible for supervising student overnight trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. Teachers shall be compensated per the table below. No more than one (1) overnight trip per year is expected of any teacher. A minimum of one (1) month's notice will be given for any overnight trip.

	Hourly	Per Night
2008-2009	13.36	130.95
2009-2010	13.90	136.18
2010-2011	14.45	141.63

**ARTICLE 12**  
**PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT**

- A. Teachers may apply, in writing, for participation in this tuition reimbursement plan by submitting their requests to the Chief School Administrator for approval one (1) month prior to the first meeting of the course. Participants must earn a grade of “B” or better (or “PASS” in “PASS/FAIL” courses) in (an) approved graduate level course(s) in order to be eligible for reimbursement. All courses must require attendance and participation at classes at an approved college and university.
- B. Each eligible teachers shall be reimbursed no more than the cost of six (6) credits per year at the Rutgers in-state graduate rate for tuition expenses incurred.
- C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session which an employee is required by the Board to take.
- D. Full-time permanent support staff personnel shall be reimbursed a maximum of \$400.00 per year upon successful completion of job related training or additional education that will further enhance their expertise in their particular job. The course must be offered by a qualified institution, school or college. Prior approval of the course is necessary by the Chief School Administrator or the Board of Education to be eligible for reimbursement.
- E. Tuition reimbursement in any school year shall not exceed \$15,000 in the unit. If requests are made which would total in excess of this cap, the Chief School Administrator will allocate funds among some or all applicants at his discretion, utilizing the funds to meet Personal Improvement Plan needs first, district education goals second, and other goals last.
- F. Effective January 1, 2006, any teacher leaving the District for employment with another school district within one year after completion of any Merchantville School District paid course shall reimburse the District for the full cost of the course(s).

**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

- A. DEFINITION
  - 1. A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement or policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
  - 2. An “aggrieved person” is the person or persons making the claim.

3. The term “grievance” and the procedure relative thereto, shall not be deemed applicable to the failure or refusal of the Board to renew the contract of the non-tenured employee.
4. A “party in interest” is a person(s) who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any grievance which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement.

C. PROCEDURE

1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Failure to act within twenty (20) calendar days of the occurrence of complaint shall be deemed to constitute an abandonment of grievance.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement between the Board and the Association so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it practicable.

4. Level I

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or together with the Associations’ designated representative, with the objective of resolving the matter informally.

5. Level II

If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the employee within seven (7) calendar days, he/she may set

forth the complaint in writing with the Chief School Administrator. The written grievance shall state:

- a. the nature of the grievance
- b. the result of the previous discussion at Level I
- c. the reason for dissatisfaction
- d. the remedies sought
- e. the Agreement provision or the Board policy alleged to have been violated

6. Level III

- a. If the aggrieved person is not satisfied with the disposition of the written grievance at Level II, or if no decision has been rendered within seven (7) calendar days after the written grievance was delivered to the Chief School Administrator, he may within seven (7) calendar days after a decision by the Chief School Administrator, or fourteen (14) calendar days after the written grievance was delivered to the Chief School Administrator, request a review by the Board. The request shall be duly signed and submitted through the Chief School Administrator who shall attach all related papers and forward the request to the Board.
- b. The Board, or a committee thereof, shall meet with the aggrieved person and/or his representative, review the grievance, and render a written decision within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Level IV

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he must notify the Board, in writing, of his intent to submit the grievance to arbitration within twenty-one (21) calendar days after a decision by the Board or fifty-six (56) calendar days after the grievance was delivered to the Board.
- b. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

- c. The arbitrator selected shall confer with the representatives of the Board and of the Association and hold hearings promptly and shall issue his decision in accordance with the time limits of the American Arbitration Association. The arbitrator's decision shall be rendered in writing to both parties, and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which would lead to the commission of an act prohibited by law or which is violative of terms of this agreement.
- d. The arbitrator's decision concerning the interpretation, application or violation of this agreement shall be binding on both parties.
- e. The costs of the services of the arbitrator, including any per diem expenses, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

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

E. MISCELLANEOUS

- 1. Written decisions shall be required commencing at Level Two of the grievance procedure, and shall set forth the decisions and reasons thereof. A copy of said decision shall be given to all parties involved.
- 2. Separate grievance files shall be maintained for all documents, communications, and records dealing with the processing of a grievance. Grievance file materials shall not be kept in the personnel file of any of the participants.
- 3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.

4. Meetings and hearings under this procedure shall not be conducted in public unless a public hearing is requested in writing by the individual teacher. This does not restrict the calling of witnesses.

## **ARTICLE 14** **SICK LEAVE**

### **A. SICK LEAVE**

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

### **B. PAYMENT FOR UNUSED SICK LEAVE**

1. Upon retirement, an employee who has been employed for at least fifteen (15) years in the district shall be eligible for payment for unused sick leave accumulated in the district. Eligible employees retiring in each listed year shall be paid \$75 for each accumulated sick up to a maximum of \$20,000. Amounts over \$10,000 shall be paid out over two years. The maximum payment for eligible employees hired on or after July 1, 2008, shall be \$15,000.
2. To be eligible for payment by August 1, an employee must notify the Board in writing of his intention to retire on or before January 1 of the contract year in which retirement is to occur. The Board shall have the option to make these payments by August 1 following the employee's retirement date.
3. If it becomes necessary for an employee to retire for unforeseen emergency circumstances arising after January 1 and before June 30, the retiree may receive payment after notifying the Board in writing of the reason. The Board shall determine whether the emergent nature of the circumstances is sufficient to constitute an exception to the notification requirements above. If not, payment will be made on the following August 1 after the appropriate January 1 notification date.

4. "Retirement" means (1) that a person qualifies for a Service Retirement or Early Retirement as those terms are defined by the State of New Jersey Teachers' Pension and Annuity Fund ("TPAF") or the New Jersey Public Employees' Retirement System ("PERS"), and, (2) that the person formally applies for retirement benefits from TPAF or PERS concurrently and in concert with any advice of retirement from the Merchantville School District, and(3) that the person is actually receiving retirement benefits from TPAF or PERS at the time of the payment of any reimbursement hereunder.

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

## **ARTICLE 15** **LEAVES OF ABSENCE**

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

### **A. PERSONAL LEAVE**

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

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

### **B. PROFESSIONAL LEAVE**

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

C. BEREAVEMENT

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

D. COURT APPEARANCE

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

E. OTHER LEAVES

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

**ARTICLE 16**  
**HOLIDAYS (TWELVE MONTH SUPPORT STAFF)**

- A. The paid holiday schedule for all full and part time salaried twelve (12) month non-certified support staff shall be: Labor Day Thanksgiving Day Thanksgiving Friday Christmas Eve \* Christmas Day \* New Years Day \* Presidents Day Martin Luther King Day Good Friday Memorial Day Independence Day\*

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

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

- B. All full and part time salaried twelve (12) month non-certified support staff employed prior to 1 July 1999 shall receive the following additional holidays: Columbus Day Election Day Veteran's Day.
- C. If any of the holidays listed in A. or B. above are included in the school calendar as a working day for full or part time salaried twelve (12) month non-certified support staff, the administration will designate a substitute day during the next succeeding winter or spring break to be treated as the holiday.
- D. Full or part time salaried twelve (12) month non-certified support staff, other than secretaries, may be allowed to substitute one (1) listed holiday for one (1) day of the

NJEA Convention. This substitution shall be staggered such that only one staff member at a time shall be absent. This substitution shall be granted at the discretion of the Chief School Administrator.

**ARTICLE 17**  
**PREGNANCY LEAVE/CHILD REARING LEAVE**

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

**ARTICLE 18**  
**MISCELLANEOUS**

- A. The children of unit members who do not reside in the District may attend the Merchantville School tuition-free subject to the limitations contained in the Board Policy on out-of-District student enrollment.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the

Agreement is signed. The Agreement shall be presented to all employees now and hereinafter employed.

- C. The Association shall be permitted to use school equipment provided such use does not interfere with the normal operation of the school. The Association will pay for any supplies used at the rate charged by the Board supplier.
- D. The Association will be permitted to give input regarding decisions concerning arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.
- E. The Association and the administration shall meet two (2) times during the school year unless by mutual consent a meeting is postponed. This liaison meeting shall be used to attempt to resolve matters of faculty concerns. It is expected that the concerns will be seriously considered and agreed upon resolutions put into effect as soon as possible. These meetings will not start prior to 3:30 p.m.
- F. Whenever the term administrator or administration are used in this agreement, they shall mean the Chief School Administrator or his/her specific designee for a specific purpose under the agreement.
- G. Upon expiration of this contract, personnel shall not advance to the next increment of the salary guide until both parties agree to new salary guides.
- H. The Board shall arrange for an Internal Revenue Code Section 125 Plan to be established so that eligible employees may elect to have eligible payroll deductions withheld from their pay on a pretax basis. All matters of eligibility thereunder shall be based on Code, law or regulations of the Internal Revenue Service.

**ARTICLE 19**  
**AGENCY SHOP FEE**

A. **PURPOSE OF FEE**

If any certified teaching staff member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. **AMOUNT OF FEE/NOTIFICATION**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership

year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. DEDUCTION AND TRANSMISSION OF FEE

1. Notification

On or about the 15 of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in section C. 1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February and ending with the last paycheck in June.

3. Termination of Employment

For any member or non-member paying a representation fee, who terminates his or her employment with the Board before the Association has received the full amount to which it is entitled, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformity with this provision.

E. DEMAND AND RETURN SYSTEM

The obligation of the Board to deduct representation fees in accordance with this Article is expressly contingent upon the establishment by the Association of a

“demand-and-return system” in accordance with law. The Association shall, on an annual basis, provide the Board with evidence of its establishment of a “demand-and-return.” The Board shall have no obligation, however, to satisfy itself that such “demand-and-return system” satisfies the requirements of law.

The Board shall have no obligation to deduct this membership fee if this evidence is not furnished prior to December 1 of each year.

**ARTICLE 20**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2011.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- C. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended. Such negotiations shall begin not later than as directed by statute.

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

BOARD OF EDUCATION OF THE BOROUGH OF MERCHANTVILLE

Attest:

\_\_\_\_\_  
Secretary  
Date: \_\_\_\_\_

By \_\_\_\_\_  
President  
Date: \_\_\_\_\_

MERCHANTVILLE EDUCATION ASSOCIATION

Attest:

Secretary  
Date: \_\_\_\_\_

By \_\_\_\_\_  
President  
Date: \_\_\_\_\_

**APPENDIX A-1  
2008-2009**

STEP 07-08	STEP 08-09	BA	B9*	B15	B21*	B30	B39	B45	M	M9	M15	M21	M30
***	1	45225		47445		49665	50775	51885	52995	54105	55215	56325	57435
1	2	45989		48209		50429	51539	52649	53759	54869	55979	57089	58199
2	3	47000		48986		51206	52316	53426	54536	55646	56756	57866	58976
3	4	48000		49762		51982	53092	54202	55312	56422	57532	58642	59752
4	5	49000		50560		52780	53890	55000	56110	57220	58330	59440	60550
5	6	50000		51386		53606	54716	55826	56936	58046	59156	60266	61376
6	7	50500		52409		54629	55739	56849	57959	59069	60179	61289	62399
7	8	51000		53435	54545	55655	56765	57875	58985	60095	61205	62315	63425
8	9	52000		54832		57052	58162	59272	60382	61492	62602	63712	64822
9	10	53000		56335		58555	59665	60775	61885	62995	64105	65215	66325
10	11	54000		57246		59466	60576	61686	62796	63906	65016	66126	67236
11	12	55000		58345		60565	61675	62785	63895	65005	66115	67225	68335
12	13	56000		59933		62153	63263	64373	65483	66593	67703	68813	69923
13	14	57500		62322		64542	65652	66762	67872	68982	70092	71202	72312
14	15	58500		64122		66342	67452	68562	69672	70782	71892	73002	74112
15	16	63702		65922		72612	74180	75836	77433	78816	79926	81602	82712
16-17	17	64746	67256	70767	77176	78927	80679	82432	84163	85457	85460	87251	89061

\*These columns are eliminated beginning July 1, 2008. The salary shown is for teachers on the columns by June 30, 2008.

**APPENDIX A-2  
2009-2010**

STEP 08-09	STEP 09-10	BA	B9*	B15	B21*	B30	B39**	B45**	M	M9	M15	M21	M30
***	1	46947		49167		51387	52497	53607	54717	55827	56937	58047	59157
1	2	47711		49931		52151	53261	54371	55481	56591	57701	58811	59921
2	3	48488		50708		52928	54038	55148	56258	57368	58478	59588	60698
3	4	49264		51484		53704	54814	55924	57034	58144	59254	60364	61474
4	5	50062		52282		54502	55612	56722	57832	58942	60052	61162	62272
5	6	50888		53108		55328	56438	57548	58658	59768	60878	61988	63098
6	7	51911		54131		56351	57461	58571	59681	60791	61901	63011	64121
7	8	52937		55157		57377	58487	59597	60707	61817	62927	64037	65147
8	9	54534		56754	57864	58974	60084	61194	62304	63414	64524	65634	66744
9	10	56000		58220		60440	61550	62660	63770	64880	65990	67100	68210
10	11	57246		59466		61686	62796	63906	65016	66126	67236	68346	69456
11	12	58346		60566		62786	63896	65006	66116	67226	68336	69446	70556
12	13	59934		62154		64374	65484	66594	67704	68814	69924	71034	72144
13	14	62212		64432		66652	67762	68872	71582	72692	73802	74912	76022
14	15	64563		66783		69003	71318	72901	74383	75971	77081	78699	79809
15	16	66365		68585		72612	74180	75527	77124	78507	79617	81293	82403
16-17	17	67596	70106	73617	80026	81777	83529	85282	87013	88307	88310	90101	91911

\* These columns are eliminated beginning July 1, 2008. The salaries shown are for teachers on the columns by June 30, 2008.

\*\* These columns are eliminated beginning July 1, 2009. The salaries shown are for teachers on the columns by June 30, 2009.

**APPENDIX A-3  
2010-2011**

STEP 09-10	STEP 10-11	BA	B9*	B15	B21*	B30	B39**	B45**	M	M9***	M15	M21***	M30
***	1	49589		51809		54029	55139	56249	57359	58469	59579	60689	61799
1	2	50353		52573		54793	55903	57013	58123	59233	60343	61453	62563
2	3	51130		53350		55570	56680	57790	58900	60010	61120	62230	63340
3	4	51906		54126		56346	57456	58566	59676	60786	61896	63006	64116
4	5	52705		54925		57145	58255	59365	60475	61585	62695	63805	64915
5	6	53530		55750		57970	59080	60190	61300	62410	63520	64630	65740
6	7	54553		56773		58993	60103	61213	62323	63433	64543	65653	66763
7	8	55579		57799		60019	61129	62239	63349	64459	65569	66679	67789
8	9	57176		59396		61616	62726	63836	64946	66056	67166	68276	69386
9	10	58287		60507	61617	62727	63837	64947	66057	67167	68277	69387	70497
10	11	59838		62058		64278	65388	66498	67608	68718	69828	70938	72048
11	12	61240		63460		65680	66790	67900	69010	70120	71230	72340	73450
12	13	62772		64992		67212	68322	69432	70542	71652	72762	73872	74982
13	14	64998		67218		69438	70548	71658	72768	73878	74988	76098	77208
14	15	67599		69819		72039	73149	74259	75369	76479	77589	78699	79809
15	16	70346		72566		74786	75896	77006	78116	79226	80336	81446	82556
16-17	17	70596	73106	76617	83026	84777	86529	88282	90013	91307	91310	93101	94911

\* These columns are eliminated beginning July 1, 2008. The salaries shown are for teachers on the columns by June 30, 2008.  
 \*\* These columns are eliminated beginning July 1, 2009. The salaries shown are for teachers on the columns by June 30, 2009.  
 \*\*\* These columns are eliminated beginning July 1, 2010. The salaries shown are for teachers on the columns by June 30, 2010.

APPENDIX B  
SUPPORT STAFF SALARY GUIDES

**INSTRUCTIONAL  
AIDES**

**SECRETARIES**

**NON-  
INSTRUCTIONAL  
AIDES**

**2008-2009**

STEP	AMOUNT	STEP	AMOUNT	STEP	HRLY. RATE
1	26939	1	37046	1	12.55
2	27139	2	38102	2	13.15
3	27472	3	39160	3	13.67
4	27827	4	40216	4	14.06
5	28201	5	41271	5	14.49

**2009-2010**

STEP	AMOUNT	STEP	AMOUNT	STEP	HRLY. RATE
1	27991	1	38964	1	12.75
2	28191	2	40020	2	13.25
3	28400	3	41078	3	13.76
4	28913	4	42134	4	14.41
5	29512	5	43189	5	15.00

**2010-2011**

STEP	AMOUNT	STEP	AMOUNT	STEP	HRLY. RATE
1	29073	1	40941	1	13.00
2	29273	2	41997	2	13.30
3	29482	3	43055	3	13.75
4	29990	4	44111	4	14.48
5	30776	5	45166	5	15.24

Appendix C  
Insurance Waiver Incentive Plan

1. Which employees are eligible for this incentive?

Employees who are eligible to receive any enrollment level above single for any of the insurances under Article 7, A. 3. b. and c.

2. Is the incentive plan voluntary?

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

3. What is the purpose of the plan?

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

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage of cost set forth in Article 7, D.

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

Yes.

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

Yes.

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

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

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

Yes.

9. When do employees receive their incentive award?

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

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

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

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

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