

**MONTVILLE TOWNSHIP BOARD OF EDUCATION**

**AND**

**MONTVILLE TOWNSHIP EDUCATIONAL  
SECRETARIES ASSOCIATION**

**2008-2009**

**2009-2010**

**2010-2011**

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## CONTRACT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of August, 2008 between the BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE, County of Morris and State of New Jersey, a public corporation of the State of New Jersey, hereinafter referred to as the "Board", and the MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION, a public employee association of the State of New Jersey, hereinafter referred to as the "Association".

WHEREAS, the Board and the Association, in accordance with the New Jersey Employer-Employee Relations Act, have met and collectively negotiated in good faith the terms and conditions of employment of the members of the Association for the 2008-09, 2009-10, and 2010-11 school years;

AND

WHEREAS, as a result of the aforesaid collective negotiations, certain terms and conditions have been agreed upon;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

### ARTICLE I - RECOGNITION

#### Section 1

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning grievances and terms and conditions of employment for all contracted clerical employees, except confidential or business office clerical employees, employed by the Board.

Unless otherwise agreed, the term "employee" when used in this Agreement shall refer to all employees within the bargaining unit represented by the Association.

#### Section 2

If any provision of this Agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

#### Section 3

Employees will render services and conduct themselves in accordance with personnel policies adopted or modified by the Board, now or in the future, provided such policies are not contrary to law or in violation of this Agreement.

#### Section 4

The Board and the Association agree to enter into collective negotiations over a successor agreement in a good faith effort of both parties to reach agreement on matters concerning the terms and conditions of employment as well as salary for employees. The Board and the

Association have agreed to commence negotiations on or before December 1 in the last year of this contract.

At the request of the Association, the Board agrees to discuss with it any change in district practice which may affect the Association or its individual members.

## **ARTICLE II - COMPENSATION**

### **Section 1**

Subject to the recommendation of the Superintendent of Schools or the School Business Administrator and approval by the Board, the salary of each unit member during the 2008-09, 2009-10, and 2010-11 school years shall be in accordance with the mutually developed salary guides and Progression-Advancement Chart attached hereto as Schedule A and incorporated by reference. No members shall receive less than what they are presently earning.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **Section 1: Definition**

A "grievance" is a claim by an employee or group of employees based upon the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

### **Section 2**

The following matter shall not be the basis of a grievance under this Article: a complaint by any probationary or non-tenured employee which arises from the decision not to re-employ said employee.

### **Section 3: Purpose**

The primary purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this procedure, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

### **Section 4: Procedure**

The procedure for the processing of a grievance shall be as follows:

- a. **Level 1:** A grievant shall institute a grievance under the provisions hereof within fifteen (15) calendar days of the occurrence complained of or within fifteen (15) calendar days after the grievant would reasonably be expected to know of its occurrence. Failure to so act within the aforesaid fifteen (15) day period shall be deemed to constitute an abandonment of the grievance, and no further proceedings hereunder shall be permitted. The grievant shall first discuss the grievance orally with her/his immediate administrative supervisor (department head, supervisor, principal, etc.) to attempt to resolve the matter at that level.

- b. Level 2: If the grievance remains unresolved, the grievant shall, within five (5) days following the informal conference, submit the grievance to her/his immediate supervisor in writing. This shall specify:
  - (1) The nature of the grievance and the remedy requested;
  - (2) Date of the grievance
  - (3) The results of the previous discussions; and
  - (4) The basis of the dissatisfaction with the determination.

The grievant's immediate supervisor shall, within five (5) calendar days, submit a written decision on the grievance, which shall be transmitted to the grievant.

- c. Level 3: If the grievance remains unresolved, the grievant shall, no later than five (5) calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all supporting documents, which shall include a copy of the grievance and decision made at the prior level. The grievant shall, at the time of the filing of the appeal, also furnish the immediate supervisor with a copy of any additional document(s) provided to the Superintendent. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearings (in such a manner as he/she deems necessary) to resolve the grievance. In any event, the Superintendent shall, within ten (10) calendar days after receipt of the written grievance (unless a different period is mutually agreed upon), advise the grievant in writing of his/her determination.
- d. Level 4: If the grievance remains unresolved, the grievant shall state in writing, no later than five (5) calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as applicable to Level 3 as set forth above. The Board may hold a hearing or decide the grievance based on the papers submitted at its discretion, but in either case will render a written decision no later than twenty (20) calendar days after receipt of the grievance.
- e. Level 5: If the grievance remains unresolved, the Association shall have the right to binding arbitration of the grievance provided that such request for binding arbitration shall be made known to the Board through the Board Secretary no later than ten (10) calendar days following the determination of the grievance. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the grievant and the Board shall mutually agree upon a different time period within which to assert the request.

#### Section 5

The following procedures shall be used to secure the services of an arbitrator.

- a. Arbitrators shall be selected through the Public Employment Relations Commission (PERC) and all parties will be bound by the Commission's rules.

- b. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.

#### Section 6

All time limits stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.

### ARTICLE IV - EMPLOYEE RIGHTS AND PRIVILEGES

Whenever any employee is required to appear before any administrator or supervisor, the Board or any committee, representative or agent thereof concerning a disciplinary action, she/he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview.

### ARTICLE V - DAILY WORK HOURS

#### Section 1

All full-time employees shall work seven (7) hours per day. Not included in the seven (7) hour workday is a thirty (30) minute uninterrupted lunch period.

Each supervisor shall determine the daily start time for all assigned secretaries but not more than (1) one hour before the beginning of the school day or (1) one hour after the school closes.

Any employee who works more than thirty-five (35) hours per week shall be paid time and one-half for each hour worked beyond said thirty-five (35) hours per week.

All overtime must be approved in advance and in writing by the immediate supervisor, and the Business Administrator, Assistant Superintendent, or Superintendent.

All full-time employees are guaranteed a fifteen (15) minute break per day with no extension to the workday. Said break period may be taken in the morning, the afternoon, or added to the thirty (30) minute lunch period.

### ARTICLE VI - ELIGIBILITY FOR BENEFITS

Effective July 1, 2008, employees who work twenty-five (25) hours or more per week are entitled to benefits as provided in Articles VII, VIII, IX, and X, below. Part-time employees who work less than twenty-five (25) hours per week will receive no benefits, except sick days per New Jersey Statute 18A and one (1) personal leave day per year as provided in Article IX, Section 3, below. The one employee in the unit with a twenty-one (21) hour schedule in 2007 – 2008 will be permitted to retain her medical benefits for as long as her scheduled weekly hours exceed twenty (20).

## ARTICLE VII - HOLIDAYS

### Section 1

Twelve (12) month employees shall receive eleven (11) paid holidays as follows: New Year's Day - Presidents' Day - Good Friday - Memorial Day - Independence Day - Labor Day - Columbus Day - Veterans' Day - Thanksgiving Day - the Friday after Thanksgiving - Christmas Day.

### Section 2

Ten (10) month employees shall receive ten (10) paid holidays as follows: New Year's Day - Presidents' Day - Good Friday - Memorial Day - Labor Day - Columbus Day - Veterans' Day - Thanksgiving Day - the Friday after Thanksgiving - Christmas Day.

### Section 3

If Columbus Day, Veterans' Day, Presidents' Day or Christmas falls on a weekend or other non-work day, employees shall be entitled to a compensatory day. This day shall be granted before the end of the school year and shall be approved by the employee's immediate administrator.

### Section 4

Employees covered by this Agreement are entitled to paid Winter Recess, as approved by the Board. They are also entitled to Spring Recess, as approved by the Board, and the two NJEA Convention days, without pay. In the event that school is in session on any of the above days, employees shall report to work.

### Section 5

All part time (10 month) secretaries shall follow the MTESA calendar currently in effect (September 1 through June 30).

## ARTICLE VIII - VACATIONS

Twelve (12) month employees shall be entitled to vacation according to the following provisions:

- (1) If an employee leaves before the first year of employment has been completed, she/he will receive a pro-rated vacation, which will be based on .416 vacation days per month of active employment.
- (2) Employees who have been continuously employed for more than (6) six months shall be entitled to .833 vacation days per month of continuous employment to be used by June 30<sup>th</sup> of that year unless given written approval by the Superintendent to be used after June 30<sup>th</sup>.
- (3) Employees who have been employed for one (1) to four (4) full years of continuous service shall be entitled to ten (10) annual vacation days starting July 1st.

- (4) Employees who have been employed for five (5) full years of continuous service shall be entitled to fifteen (15) annual vacation days starting July 1st.
- (5) Employees who have been employed for ten (10) years of continuous service shall be entitled to twenty (20) annual vacation days starting July 1st.
- (6) If an employee who has been employed in the district one (1) full year or more leaves or retires, the employee shall be entitled to compensation for the number of vacation days accrued during that year.
- (7) No employee shall take vacation two (2) weeks prior to the opening of school.

## ARTICLE IX - STAFF LEAVE

### Section 1

Employees shall be entitled to five (5) personal days per year with pay.

- a. Three (3) of these personal days shall be with reason(s) stated and be submitted for approval by the Superintendent or his/her designee at least forty-eight (48) hours prior to the day(s) requested.
- b. The other two (2) personal days will be granted with notification given prior to the start of the school day. No statement of reasons will be required for these days.

### Section 2

Part-time employees who work less than twenty-five (25) hours per week shall be entitled to one (1) personal day per year with pay. This day shall be with reason(s) stated and be submitted for approval by the Superintendent or his/her designee at least forty-eight (48) hours prior to the day(s) requested. The one employee in the unit with a twenty-one (21) hour schedule in 2007 – 2008 will be permitted to retain her five (5) personal days for as long as her scheduled weekly hours exceed twenty (20).

### Section 3

Employees are prohibited from using personal days before or after a holiday, except with the prior approval of the Superintendent or his/her designee.

### Section 4

Each unused non-cumulative personal day shall be converted to cumulative sick leave at the end of each school year. A maximum of fifteen (15) unused sick and personal days may be accumulated annually.

### Section 5

Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year.

### Section 6

Ten (10) month employees shall be entitled to ten (10) sick leave days per year.



Section 7

Upon retirement, unused sick leave shall be compensated at the rate of \$30 per day to a maximum of \$7,500. Eligibility for this payment shall be contingent upon eligibility under the New Jersey State Retirement System.

Section 8

Employees shall also be entitled to take up to a total of four (4) leave days with pay for bereavement purposes in circumstances where there is a death of a member of the employee's "immediate family", which shall be defined as including the employee's spouse, child, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild. Employees shall be entitled to up to two (2) days leave with pay upon the death of an aunt, uncle, niece, or nephew. The Superintendent shall have the discretion to grant a reasonable extension of such leave for death in the employee's "immediate family" in the event a request for such extension is made and the Superintendent determines that such a request is reasonable.

Section 9

Leave for professional days shall be granted with pay if approved by the Superintendent.

Section 10

Employees shall not be required to be in school on days when the schools are closed for students and teachers due to snow. When students are dismissed early due to snow or other emergencies, unit members will remain in their buildings up to, but not exceeding, forty-five (45) minutes from the time that students are dismissed. They will be dismissed by their immediate supervisor.

**ARTICLE X - INSURANCE**

Section 1

The Board shall provide an HMO or PPO family hospitalization insurance plan for employees with coverage substantially similar to that covered by the Blue Cross-Blue Shield HMO or PPO plans. Employees who wish the Blue Cross-Blue Shield PACE plan Rider J will contribute via payroll deduction \$150 per contract year. Said insurance will be governed by the master policy established with the Montville Township Education Association. As of July 1, 2008 membership in the traditional plan will be closed. Only employees enrolled in the traditional plan as of that date may continue in the traditional plan. The traditional plan will not be available to any new employees.

- A. The Board will provide a Section 125 plan.
- B. Employees opting to waive insurance coverage shall receive payments as follows:

<u>Eligible for:</u>	<u>Waiving/option:</u>	<u>Incentive:</u>
Single	Waiving all	\$2,000
Husband/wife	Waiving all	\$5,000
Husband/wife	Opting single	\$2,000
Family	Waiving all	\$6,000
Family	Opting single	\$2,000

Parent/child	Waiving all	\$2,000
Parent/child	Opting single	\$1,000

Employees waiving coverage must show proof of alternate coverage. Employees who voluntarily act under this provision shall be reimbursed for COBRA coverage in the event same becomes necessary until the next open enrollment period. The Board shall be entitled to offset any COBRA reimbursement against 'opt-out' payments received for a period for which COBRA reimbursement is made. Payments shall be made one half in December and one half in June of each year.

- C. Effective July 1, 2006, office visit co-pays for employees enrolled in the HMO shall be \$10.00 per visit. Effective July 1, 2006, office visit co-pays for employees enrolled in the PPO shall be \$15.00 per visit.

Section 2

The Board will provide dental insurance including family coverage for employees. The Board reserves the right to select, substitute or modify the insurance company or companies which provide coverage provided herein.

Section 3

The Board will provide a family vision care insurance program for its employees.

Section 4

Upon retirement, employees are eligible to purchase the same insurance coverage provided by the Board to its active employees.

**ARTICLE XI - TUITION REIMBURSEMENT**

With the pre-approval of the Superintendent, the Board will reimburse employees for tuition costs for courses taken relevant to the employee's position offered by an accredited college or institution established before 1950 and the secretary must achieve a grade of "B" or higher in said courses to receive tuition reimbursement.

**ARTICLE XII - REPRESENTATION FEE**

Section 1: Purpose of Fee

If an employee 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.

Section 2: 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.

Section 3: Deduction and Transmission of Fee

- a. Notification: On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association will notify the Board of the names of those employees who are required to pay the representation fee.
- B. Payroll Deduction Schedule: The Board will deduct from the salaries of the employees referred to in Section 3, paragraph A, above, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- C. Termination of Employment: If an employee who is required to pay a representation fee terminates her/his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
- D. Mechanics: Except as otherwise provided in this Article, the mechanics for the 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.
- E. Changes: The Association will notify the Board in writing of any changes in the list provided for in paragraph A above and/or in the amount of the representation fee. Such changes will be reflected in any deductions made beginning ten (10) days after the Board receives said notice.
- F. New Employees: On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE XIII - JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. The provision of this Article shall not replace or be inconsistent with any statutory appeal procedure, nor shall it allow for binding arbitration of disputes involving those aspects of discipline for which an affected employee has statutory protection under the tenure or civil service laws.

**ARTICLE XIV - FULLY BARGAINED PROVISIONS**

THIS AGREEMENT represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

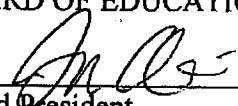
THIS AGREEMENT shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SIGNED AND SEALED on the date above-mentioned by the respective officers of the Board and the Association.

ATTEST:

  
Board Secretary

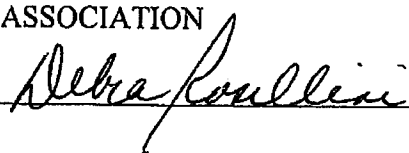
THE MONTVILLE TOWNSHIP  
BOARD OF EDUCATION

  
Board President

ATTEST:

  
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THE MONTVILLE TOWNSHIP  
EDUCATIONAL SECRETARIES  
ASSOCIATION

  
\_\_\_\_\_

## SCHEDULE A

### EDUCATIONAL SECRETARIES

It is agreed that the 2008-11 salary guides attached as Schedule A have been mutually developed and that all association members will appear on guide and that various inequities will be resolved via bargaining over multiple contracts.

Secretaries will receive a longevity stipend for accrued time in the district. It is agreed that if a secretary reaches longevity level at any time during the first six months of the contract year that longevity is achieved, the stipend will be paid as of the start of that year. If a secretary achieves longevity status in the second six months of the contract year that longevity is achieved, the stipend will be paid beginning in the subsequent contract year. All longevity payments will be incorporated in the secretary's base salary. Longevity is not cumulative and shall be earned as follows:

10 Years - \$ 900  
15 Years - \$1,250  
20 Years - \$1,500

The above salaries are based on 254 days.

Ten (10) month employees will be prorated at 10/12th's of the above salaries.

The incumbent high school principal's secretary will receive a \$1,000 stipend for each year of this Agreement. This stipend will sunset at the end of this contract.

**MONTVILLE SECRETARIES****SALARY GUIDES**

<u>2008-2009</u>		<u>2009-2010</u>		<u>2010-2011</u>	
<u>Step</u>	<u>Rate</u>	<u>Step</u>	<u>Rate</u>	<u>Step</u>	<u>Rate</u>
A	31,437	A	32,997	A	34,647
B	31,977	B	33,642	B	34,897
C	32,567	C	34,337	C	35,637
D	33,157	D	35,032	D	36,407
E	33,747	E	35,727	E	37,177
F	34,337	F	36,422	F	37,947
G	34,927	G	37,117	G	38,717
H	35,517	H	37,841	H	39,441
I	36,241	I	39,405	I	41,005
J	37,805	J	40,969	J	42,570
K	39,369	K	41,822	K	43,425
L	40,222	L	43,388	L	44,990
M	41,788	M	44,955	M	46,555
N	43,355	N	45,415	N	47,015
O	43,815	O	47,781	O	49,385
P	46,181	P	49,184	P	50,785
Q	47,584	Q	50,765	Q	52,367
R	49,165	R	52,347	R	53,950
S	50,747				

There shall be no "Off Guide" placement for any Secretaries.  
 No Secretary shall be placed "Off Guide", as all Secretaries shall remain on Guide. Any Secretaries who were "Off Guide" as of June 30, 2008, shall be placed on the Guide effective July 1, 2008.

PROGRESSION - ADVANCEMENT CHART

Base Year 2007-2008		Year 1 2008-2009	Year 2 2009-2010	Year 3 2010-2011
Step	Rate	Step	Step	Step
				A
1	29,545	A	A	B
2	29,545	A	A	B
3	29,545	A	A	B
4	29,545	A	A	B
5	30,123	B	B	C
6	30,703	C	C	D
7	31,755	D	D	E
8	32,259	E	E	F
9	32,756	F	F	G
10	33,325	G	G	G
11	33,625	H	G	G
12	33,917	H	G	G
OG	34,641	I	H	H
		J	I	I
OG	37,769	K	J	J
OG	38,622	L	K	K
		M	L	L
OG	41,755	N	M	M
OG	42,215	O	N	N
OG	44,581	P	O	O
OG	45,984	Q	P	P
		R	Q	Q
OG	49,147	S	R	R

Effective July 1, 2008, there shall be no "Off Guide" designation and/or status, as all Secretaries who were "Off Guide" as of June 30, 2008 shall be placed on the guide. No Secretary shall be placed "Off Guide".

