

Agreement Between

**THE MORRIS-UNION JOINTURE COMMISSION EDUCATION
ASSOCIATION**

AND

**THE MORRIS-UNION JOINTURE COMMISSION BOARD OF
EDUCATION**

FINAL DRAFT

July 1, 2018-June 30, 2021

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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, including Board Certified Behavior Analyst (BCBA), 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.

Effective upon ratification of the Memorandum of Agreement, the Association shall submit grievance forms at each step of the grievance procedure. The forms will provide clear notice to the Board of the grievance Level on which the Association is proceeding. The format of the grievance forms shall be mutually agreed upon by the Board and the Association. The parties further agree that the Association is

required to notify the Board as to whether the informal conference at Level 1 may lead to a formal grievance if the issue discussed is not resolved.

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 twenty (20) 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 twenty (20) 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 thirty (30) 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 twenty (20) 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.
- D. Exchange time will be available when the administration determines that staff is required to work beyond contractual hours for the purposes of student supervision. Specific guidelines on accrual and use of staff exchange time will be developed and revised as needed cooperatively by the superintendent of schools and the

MUJCEA president. Guidelines for the exchange of staff time at student dismissal are not subject to the MUJCEA grievance procedure.

ARTICLE IX – SALARIES AND OTHER FORMS OF REMUNERATION

- A. The following salary increases shall be inclusive of increment and retroactive to July 1, 2018. The salary increases shall be based upon the total agreed upon base salary of \$5,746,079, as stated in the scattergram attached hereto. Salary guides for the various categories of employees are attached hereto and made a part hereof.
- a. Effective July 1, 2018, the base salaries of the Association shall be increased by 2.8%.
 - b. Effective July 1, 2019, the base salaries of the Association shall be increased by 2.8%.
 - c. Effective July 1, 2020, the base salaries of the Association shall be increased by 2.8%.
 - d. In addition, the parties agree to a non-pensionable stipend equivalent to .1% of the total agreed upon base salary of \$5,746,079 as follows:
 - 1) Effective July 1, 2018 - \$5,746.08
 - 2) Effective July 1, 2019 - \$5,746.08
 - 3) Effective July 1, 2020 - \$5,746.08
 - 4) The distribution of the non-pensionable stipend will be mutually agreed to by the parties in the following manner:
 - a. The non-pensionable stipend will be distributed proportionately based on the FTE of those employees who are at the "top" and "off guide" steps. For the 2018-2019 school year, the business administrator will forward a list of those eligible employees to the Association President by February 15, 2019 for approval. Once this list is mutually agreed upon by the Association President and the Superintendent, it will not be modified. Upon approval by the Superintendent, said stipend shall be paid in semi-monthly installments until the end of the 2018-2019 school year.
 - b. For the 2019-2020 school year, the non-pensionable stipend will be distributed proportionately based on the FTE of those employees who are at the "top" and "off guide" steps. The business administrator will forward a list of those eligible employees to the Association President

by August 15, 2019 for approval. Once this list is mutually agreed upon by the Association President and the Superintendent, it will not be modified. Upon approval by the Superintendent, said stipend shall be paid in semi-monthly installments until the end of the 2019-2020 school year.

- c. For the 2020-2021 school year, the non-pensionable stipend will be distributed proportionately based on the FTE of those employees who are at the "top" and "off guide" steps. The business administrator will forward a list of those eligible employees to the Association President by August 15, 2020 for approval. Once this list is mutually agreed upon by the Association President and the Superintendent, it will not be modified. Upon approval by the Superintendent, said stipend shall be paid in semi-monthly installments until the end of the 2020-2021 school year.
- 5) Every effort will be made to utilize the entire \$5,746.08 per contract year; however, both parties recognize that there may be a small margin of error based on the aggregate FTE.
 - 6) The prorata calculation will be as follows: The annual stipend of \$5,746.08 will be divided by the total number of FTEs for employees on the "top" and "off guide" steps. The resulting amount will then be multiplied by each eligible employee's FTE to determine the stipend for each eligible employee.
 - 7) The stipend shall not be applied to the salary guide, and shall terminate at the end of the collective negotiations agreement.
 - 8) If any eligible employee separates from employment from the Morris Union Jointure Commission by resignation, retirement or under any other circumstances prior to the end of any given school year, the payment of the above referenced stipend shall be prorated to the date of such separation.
 - 9) The parties agree that there shall be no Chapter 78 contribution deducted from the retroactive payment for July 1, 2018 to the date of said payment. The parties acknowledge and agree, however, that all Chapter 78 contributions shall be deducted from each paycheck prior to the issuance of retroactive pay, consistent with the law and practice between the parties during the settlement of the 2015-2018 collective negotiations agreement.

- 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.
- E. In the event an employee prepares and provides a presentation for the purpose of professional development, he or she will receive a \$35 per hour stipend for the preparation of the presentation, and a \$45 per hour stipend for the presentation of same, to be paid once a month. Approved timesheets must be submitted to the Payroll Office by the fifth (5th) day of the following month for payment on the payroll occurring on the fifteenth (15th) of the month. The stipend shall only apply to the professional development days and/or half-days as designated by the Board.
- F. Employees in the position of Board Certified Behavior Analyst (BCBA) shall receive an annual stipend of \$3,500 in addition to appropriate placement on the teachers' salary guide for newly hired employees and existing teachers who are appointed to this position.

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 \$15,000.00 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 \$15,000 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 receive 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, son-in-law, daughter-in-law, 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, 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. Effective July 1, 2018, the Board's annual tuition costs will be capped at a maximum of \$10,000 per year for each year of this Agreement. The tuition reimbursement cap shall revert to the previous limit of \$21,000 per year, as it was established in the 2015-2018 collective negotiations agreement, unless otherwise agreed to by the parties in negotiations for the successor agreement to that which expires on June 30, 2021. 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 forty-five (45) days advance notice of his/her attendance at the workshop. Attendance may be approved at the discretion of the Superintendent, consistent with MUJC policy and procedure, and shall not be subject to the MUJCEA grievance procedure. In the event employees desire to be released from work to attend workshops, prior approval from the

Superintendent and the Board shall be required. Employees shall not be authorized to attend a workshop charging more than \$150.00 if it is paid for by the Commission without prior approval of the Board. If the faculty member pays the entire cost of the workshop or seminar and he or she does not request time off from work to attend, approval from the Board and/or the Superintendent shall not be required.

Less than forty-five (45) days' advance notice may be approved at the sole discretion of the Superintendent and if said request is denied or not approved in a timely fashion, such circumstances shall not be subject to the MUJCEA grievance procedure. In the event employees desire to be released from work to attend workshops, prior approval from the Superintendent and the Board shall be required. Employees shall not be authorized to attend a workshop charging more than \$150.00 if it is paid for by the Commission without prior approval of the Board. If the faculty member pays the entire cost of the workshop or seminar and he or she does not request time off from work to attend, approval from the Board and/or the Superintendent shall not be required.

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.
- G. Employees assigned to light duty shall be permitted to attend medical appointments during work hours, provided the following conditions are met:
 - 1. Advance notice of at least one (1) work day is given to the principal; and
 - 2. The decision to permit employees assigned to light duty to attend medical appointments during work hours is subject to the discretion of the Superintendent or the designee and shall not be subject to the grievance procedure.
 - 3. Guidelines for employees on light duty being permitted to attend medical appointments during work hours will be developed and revised as needed cooperatively by the Superintendent and the MUJCEA president.

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.

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 #3420, 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. 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 agreement shall be in effect July 1, 2018 through June 30, 2021.

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

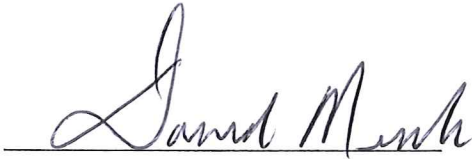
10th day of January, 2019 .

Morris-Union Jointure Commission

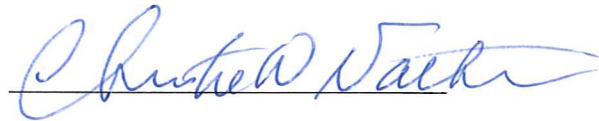
Morris-Union Jointure Commission

Board of Education

Education Association



President



President



Secretary



Treasurer
~~Secretary~~

SALARY GUIDES

2018-19	Morris Union Jointure	Year 1	BA+30	BA+30/MA	BA+45MA	BA+60MA	OT	PT	SLS	TC
Salary Guide	BA	BA+15	BA+30	BA+30/MA	BA+45MA	BA+60MA	OT	PT	SLS	TC
1	50,259	51,690	53,336	55,440	57,429	59,521	68,392	74,712	69,966	76,358
2	50,509	51,940	53,586	55,690	57,679	59,771	68,642	74,962	70,216	76,608
3	51,009	52,440	54,086	56,190	58,180	60,271	69,142	75,462	70,716	77,108
4	51,509	52,940	54,586	56,690	58,680	60,771	69,642	75,962	71,216	77,608
5	52,456	53,917	55,597	57,746	59,776	61,912	70,440	76,839	72,034	78,507
6	53,423	54,915	56,630	58,824	60,897	63,078	71,248	77,728	72,862	79,417
7	54,410	55,933	57,684	59,925	62,041	64,268	72,862	79,516	74,525	81,291
8	55,418	56,973	58,761	61,049	63,209	65,483	74,525	81,341	76,226	83,215
9	56,447	58,035	59,861	62,196	64,402	66,723	76,232	83,215	77,970	85,133
10	57,498	59,119	60,983	63,368	65,620	67,990	77,977	85,133	79,764	87,101
11	58,571	60,226	62,129	64,564	66,864	69,283	79,764	87,101	81,595	88,101
12	59,666	61,356	63,299	65,785	68,133	70,604	81,595	89,118	83,476	89,101
13	60,785	62,510	64,494	67,032	69,429	71,952	83,476	91,185	85,394	90,101
14	61,926	63,689	65,714	68,305	70,753	73,328	85,400	93,302	87,374	91,101
15	63,092	64,891	66,959	69,605	72,104	74,733	87,374	95,474	89,398	92,101
Top	64,850	66,649	68,717	71,363	73,862	76,491	89,432	97,532	91,456	93,101
OG2	67,415					92,833				
OG1	71,806				80,894	84,878				

2019-20		Morris Union Jointure										Year 2	
Salary Guide		BA	BA+15	BA+30	BA+30/MA	BA+45MA	BA+60MA	OT	PT	SLS	TC		
Step													
1		51,633	53,064	54,710	56,814	58,803	60,895	69,766	76,086	71,340	77,732		
2		51,883	53,314	54,960	57,064	59,053	61,145	70,016	76,336	71,590	77,982		
3		52,383	53,814	55,460	57,564	59,554	61,645	70,516	76,836	72,090	78,482		
4		52,883	54,314	55,960	58,064	60,054	62,145	71,016	77,336	72,590	78,982		
5		53,830	55,291	56,971	59,120	61,150	63,286	71,814	78,213	73,408	79,881		
6		54,797	56,289	58,004	60,198	62,271	64,452	72,622	79,102	74,236	80,791		
7		55,784	57,307	59,058	61,299	63,415	65,642	74,236	80,890	75,899	82,665		
8		56,792	58,347	60,135	62,423	64,583	66,857	75,899	82,715	77,600	84,589		
9		57,821	59,409	61,235	63,570	65,776	68,097	77,606	84,589	79,344	86,507		
10		58,872	60,493	62,357	64,742	66,994	69,364	79,351	86,507	81,138	88,475		
11		59,945	61,600	63,503	65,938	68,238	70,657	81,138	88,475	82,969	89,475		
12		61,040	62,730	64,673	67,159	69,507	71,978	82,969	90,492	84,850	90,475		
13		62,159	63,884	65,868	68,406	70,803	73,326	84,850	92,559	86,768	91,475		
14		63,300	65,063	67,088	69,679	72,127	74,702	86,774	94,676	88,748	92,475		
15		64,466	66,265	68,333	70,979	73,478	76,107	88,748	96,848	90,772	93,475		
Top		66,224	68,023	70,091	72,737	75,236	77,865	90,806	98,906	92,830	94,475		
OG2		68,789				82,268	94,207						
OG1		73,180					86,252						

2020-21	Morris Union Jointure	Year 3									
Salary Guide Step	BA	BA+15	BA+30	BA+30/MA	BA+45MA	BA+60MA	OT	PT	SLS	TC	
1	53,078	54,509	56,155	58,259	60,248	62,340	71,211	77,531	72,785	79,177	
2	53,328	54,759	56,405	58,509	60,498	62,590	71,461	77,781	73,035	79,427	
3	53,828	55,259	56,905	59,009	60,999	63,090	71,961	78,281	73,535	79,927	
4	54,328	55,759	57,405	59,509	61,499	63,590	72,461	78,781	74,035	80,427	
5	55,275	56,736	58,416	60,565	62,595	64,731	73,259	79,658	74,853	81,326	
6	56,242	57,734	59,449	61,643	63,716	65,897	74,067	80,547	75,681	82,236	
7	57,229	58,752	60,503	62,744	64,860	67,087	75,681	82,335	77,344	84,110	
8	58,237	59,792	61,580	63,868	66,028	68,302	77,344	84,160	79,045	86,034	
9	59,266	60,854	62,680	65,015	67,221	69,542	79,051	86,034	80,789	87,952	
10	60,317	61,938	63,802	66,187	68,439	70,809	80,796	87,952	82,583	89,920	
11	61,390	63,045	64,948	67,383	69,683	72,102	82,583	89,920	84,414	90,920	
12	62,485	64,175	66,118	68,604	70,952	73,423	84,414	91,937	86,295	91,920	
13	63,604	65,329	67,313	69,851	72,248	74,771	86,295	94,004	88,213	92,920	
14	64,745	66,508	68,533	71,124	73,572	76,147	88,219	96,121	90,193	93,920	
15	65,911	67,710	69,778	72,424	74,923	77,552	90,193	98,293	92,217	94,920	
Top	67,669	69,468	71,536	74,182	76,681	79,310	92,251	100,351	94,275	95,920	
OG2	70,234					95,652					
OG1	74,625				83,713	87,697					