

New 2752



AGREEMENT BETWEEN  
**MEDFORD LAKES  
BOARD OF EDUCATION**

and the

**MEDFORD LAKES  
EDUCATION ASSOCIATION**

July 1, 1995  
to  
June 30, 1998



Medford Lakes

Elementary Schools



## TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble.....	2
1	Recognition.....	2
2	Negotiating Procedure.....	3
3	Grievance Procedure.....	4
4	Employee Rights.....	9
5	Association Rights and Privileges.....	10
6	Management Rights.....	12
7	Work Year.....	12
8	Work Day.....	13
9	Vacations.....	16
10	Paid Holidays.....	17
11	Temporary Leaves of Absence.....	17
12	Extended Leaves of Absence.....	21
13	Vacancies and Promotions.....	25
14	Non-Renewal, Evaluation and Personnel Files.....	25
15	District Liaison Committee.....	26
16	Salary Guides, Extra Curricular Compensation.....	27
17	Health Insurance.....	32
18	Tuition Reimbursement.....	35
19	Reproduction of Agreement.....	36
20	Miscellaneous.....	36
21	Duration of Agreement.....	37
22	Execution of Agreement.....	37
Schedule A - Teachers' Salary Guides	- 1995-1996.....	38
	1996-1997.....	39
	1997-1998.....	40
	Longevity.....	41
Schedule B - Custodial Salary Guides.....		42
Schedule C - Secretaries' Salary Guides.....		43
Schedule D - Full-Time Assistants' Guides.....		44
Schedule D - Part-Time Assistants' Hourly Rates.....		46
Schedule E - Extra-Curricular.....		47

- E. Unless otherwise indicated, the term "secretary" shall refer to all secretaries covered under this Agreement.
- F. Unless otherwise indicated, the term "assistant" shall refer to all assistants covered under this Agreement.
- G. Unless otherwise indicated, the term "maintenance" shall refer to all maintenance employees covered under this Agreement.
- H. Unless otherwise indicated, the term "support staff" shall refer to all personnel covered under this Agreement, except teaches.
- I. During the first ninety (90) days of employment, a custodial/maintenance employee shall be excluded from coverage under the following contract sections: Article 4, C.; Article 11, D.; and Article 17, B.

## ARTICLE 2

### NEGOTIATING PROCEDURE

- A. A proposal must be submitted by the Association no later than December 3rd, unless otherwise mutually agreed upon. Thereafter, the parties shall meet from time to time as may be mutually agreed upon in a good faith effort to reach contractual agreement pursuant to rules and regulation of the Employer-Employee Relations Act of New Jersey.
- B. Neither party shall be obligated to accept or consider additional new proposals submitted after the initial proposals have been submitted to the other party. The Association recognizes certain obligations both professionally and legally. Consonant with these obligations, the Association agrees to lend no support to or sanction any job action or work stoppage during the term of this Agreement.
- C. During the term of this Agreement, neither party shall 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 or the parties at the time they negotiated or executed this Agreement.

C. Procedure

1. Since it is important that grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of 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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. a. A grievance to be considered under this procedure must be initiated in writing by the employee in question or the Association, and signed, giving the building principal written notice of the grievance and the nature thereof within thirty (30) calendar days of the grievable occurrence.

Grievances filed after the thirty (30) day period as prescribed herein shall not be processed either by the Association or the Board.

- b. The aggrieved person shall receive a true copy of the grievance simultaneously with it being submitted at any level of the grievance procedure.

4. Level One:

- a. Employees covered by this Agreement with a grievance shall first discuss it with the building principal, either directly or through the Association's designated representative with the objective of resolving the matter informally.
- b. If the informal decision by the building principal is unsatisfactory or not forthcoming within five (5) school days, the aggrieved will formalize the grievance in writing and submit same to the building principal for a written decision within the time limit set forth in Level Two.

days of the Board's decision, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, 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 a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to render a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. He/she shall have no authority to add to detract from, alter, amend or modify any provision of this Agreement. The award in writing by the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the parties.
- d. The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement, to the issues submitted to him/her and to consider no other(s).
- e. The arbitrator shall have the power and authority to preclude the introduction of new or parole evidence upon proper motion insofar as such introduction is violative of the provisions contained herein.
- f. The arbitrator shall be without power or authority to fashion a monetary award except in the following instances:
  - (1) To make an aggrieved whole.
  - (2) Where the award is a matter of equity.

5. Notwithstanding the pendency of any grievance, all employees covered by this Agreement shall continue to perform all duties and assignments.
6. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.  
  
Failure by the Board or the Administration to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.
7. Reliance upon or pursuit through any administrative regulatory agency or court of proper jurisdiction to resolve an issue in dispute shall preclude the entrance of such issue into the grievance procedure as set forth in this Agreement.
8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### ARTICLE 4

##### EMPLOYEE RIGHTS

- A. In accordance with existing laws, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the employment of rights conferred by Employer-Employee Relations Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or condition of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- D. The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings, and his/her approval shall be required. Any cost involved in keeping the building open shall be borne by the Association.
- E. The Association shall have the right to use the school facilities and equipment, including typewriters, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Office computers and office fax machines are not included in the definition of equipment. The Association shall pay for the actual cost of all materials and supplies incident to such use. The approval of the Principal is required and a competent operator shall be provided by the Association.
- F. The Association shall have the right to purchase expendable office supplies and other materials from the suppliers, who shall be determined at the sole discretion of the Board, at the rate paid by the Board.
- G. The Association shall have, in each school building use of the bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The locations of Association bulletin boards in each room shall be designated by the Association and the Administration. Copies of all materials to be posted on bulletin boards in the office shall be given to the Building Principal for his/her approval.
- H. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the knowledge of the Building Principals.
- I. The Board shall grant three (3) days leave without pay to the President of the Association and/or other officers in order to attend to Association business of the county or state. The three (3) days in the first sentence are three (3) total days for any and all officers. Additional days to be granted at the discretion of the Superintendent.
- J. 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 the employees, and to no other organizations.



B. Assistants

The normal work year for assistants shall be one hundred eighty-two (182) days. The Board may schedule assistants for up to two (2) additional days at the relevant per diem or hourly rate. The Board shall give each affected assistant written notice of such additional day(s) at least fifteen (15) days in advance of such scheduling.

ARTICLE 8 :

WORK DAY

A. Teachers

1. The work day for full-time teachers shall not exceed seven (7) hours per day. The work day includes fifteen (15) minutes of pre-student time in the morning and fifteen (15) minutes of post-student time in the afternoon.

a. Effective upon mutual ratification, 29 minutes of the current teacher work day in grades 6, 7, and 8 shall be additional teacher/pupil contact time used for student supervision, individual student instruction or group instruction.

b. Effective September 1, 1996, change contract from current 8 period day (which includes resource period) to 7 period instructional day with periods averaging no more than 45 minutes for all full-time teachers. This change shall not result in a lengthening of the work day for teachers (7 hours) or in a shortening of the lunch time (1 hour). The current A.1.a. is obsolete at the close of business on August 31, 1996.

2. Neeta School

Two (2) teachers shall be assigned duty for ten (10) minutes prior to the student day. This duty shall commence five (5) minutes after the teacher arrival time under 1. above. Two (2) teachers shall be assigned duty for fifteen (15) minutes after the student day. An additional teacher shall be assigned to each morning and to each afternoon duty in the event of inclement weather. The Superintendent shall make the determination of whether there is inclement weather and his/her determination shall be neither grievable nor arbitrable.

11. On days when teachers are required to return to school for the purpose of conducting evening conferences, they shall be released at 1:00 p.m.

B. Secretaries

The regular work day for secretaries shall not extend beyond eight (8) hours, including the duty-free lunch hour. Full-time secretaries' regular work hours shall be reduced by one (1) hour from July 1st through the Friday before Labor Day.

C. Assistants

The regular work day for full-time assistants shall not extend beyond six (6) hours and thirty (30) minutes including the duty-free lunch hour.

D. Custodians

1. For the term of this Agreement the work schedule for full-time custodians covered by this Agreement shall be as follows:

Day shift: Nine (9) hours including a sixty (60) minute uninterrupted lunch hour.

Night shift: Eight (8) hours including a thirty (30) minute meal break.

2. There shall be one (1) shift for custodians in the summer. The summer schedule shall commence on any day beginning with the day following the last day of classes in June to the Monday following June 30. The Board shall inform custodians in writing of the commencement date for the summer schedule at least two (2) weeks before that date. The summer schedule shall end on the day before classes resume in September.
3. Full-time custodians covered by this agreement shall be entitled to two (2) fifteen (15) minute coffee breaks each day, which shall become standardized upon mutual agreement by the custodians and their immediate superior.

ARTICLE 10

PAID HOLIDAYS

A. Custodians

Full time custodians and maintenance employees covered by this Agreement shall be entitled to the following paid holidays:

July 4th	New Year's Day
Labor Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas	Memorial Day
Day after Christmas	Annual Fall NJEA Convention*

(\*Half the employees on Thursday, half on Friday)

B. Secretaries

1. The secretaries' paid holiday schedule for the school year shall be in accordance with the school calendar as adopted by the Board.
2. Twelve (12) month secretaries shall also receive July 4th and Labor Day as paid holidays.

C. In a case where such paid holidays conflict with the school calendar, the school calendar shall prevail, and appropriate arrangements shall be made to grant a paid holiday other than the one(s) conflicting with the school calendar.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. Employees on twelve (12) month contracts shall receive twelve (12) sick days per fiscal year. Employees on ten (10) month contracts shall receive ten (10) sick days per school year. Employees who work less than five (5) days per week shall be permitted a prorated number of days, rounded to the nearest full day. Said days shall be added to previously accumulated sick leave while said employee is in the

5. In order to be eligible for this benefit, a teacher must have fifty (50) accumulated sick leave days at the time of retirement. In order to be eligible for this benefit, a support employee must have thirty (30) days of accumulated sick leave days at the time of retirement. These days shall be compensated under the terms of 1., 2. or 3. above, as applicable.
6. An employee must notify the Board of his/her intention to retire at least six months prior to the effective date of the retirement. Said employee may elect at his/her option to have this payment made on or before January 15 of the following fiscal year.
7. "Retirement" is defined as applying for, qualifying for and receiving a pension under T.P.A.F. or P.E.R.S.

D. Personal Leave

1. The employees covered by this Agreement shall be permitted not more than three (3) days per contract year, without loss of pay, to attend to business of a personal nature. Employees who work fewer than five (5) days per week, shall be permitted a prorated number of days rounded up to the nearest half (1/2) day. Leaves can only be taken for business that cannot be conducted at some time other than when school is normally in session. Written application to the Superintendent of Schools for personal leave shall be made at least three (3) school days before taking such leave, except in the case of emergency. For example, an employee seeking a personal leave day on a Friday must make the submission before the close of business on the preceding Tuesday. For the purposes of this section, the "close of business" is 4:00 p.m.
2. No such employee shall use a personal day to seek employment elsewhere, inquire about pay scales, working conditions and other items of a similar nature with another board of education, agency, or industry or the like, unless informing either the School Building Principal and/or Superintendent of his/her intent. Personal days may not be taken to extend holidays or vacation. When it is necessary for an employee to be absent due to inclement weather, personal leave days shall be used for this purpose.
3. Three (3) unused personal days shall accumulate the following year as three (3) sick leave days.

E. Bereavement Time

In case of death of a member of the immediate family (immediate family as here used means husband or wife, parents, brothers, sisters, own children and grandparents) of any employee or the death of any relative who has lived in the house of the employee for a minimum of one (1) year preceding the death, such employee shall be excused without loss of pay for a period not to exceed five (5) calendar days. In the case of death of a mother-in-law/father-in-law, an employee shall be permitted three (3) school days of absence within a reasonable period of time after the death without loss of pay. Upon death in the family the employee is requested to arrange the details of absence from school with the principal. All days allowed under this Subsection shall be in addition to any sick leave.

F. In the event an employee is called into temporary active duty of the United States Reserves or the State National Guard, the Board agrees to be guided by that which is prescribed by law.

G. Other Temporary Leaves of Absence

Other temporary leaves of absence with or without pay may be granted by the Board at its sole discretion.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

A. Anticipated Disability Leave

1. Any employee covered hereunder who anticipates undergoing a state of disability such as, but not limited to: Surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon anticipated disability in accordance with provision hereinafter set forth, in which instance such leave of absence may be chargeable to the sick leave account of said employee. All employees covered by this Agreement anticipating a state of disability shall notify the Superintendent through their principal of the condition expected to result in disability as soon as the condition which may result in disability is known. Failure to give notification as prescribed may result in loss of child rearing leave privileges. A conference between the employee so affected and the Superintendent/Building Principal shall take place within sixty (60) days of said notification for the purpose of discussing specific dates and arrangements pursuant thereto.

9. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

B. Child-Rearing Leave

1. Application for a child-rearing leave without pay shall be made by the employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
2. Child-rearing leave shall be granted to tenured teachers for the balance of the school year (concluding June 30) in which the child is born and for either one (1) additional full school year or for one-half (1/2) school year. "One-half year" is defined as the period from September 1 through the last day of the second marking period.
3. A tenured teacher who is on a child-rearing leave for the balance of the year in which the child is born but who has not applied for the additional full or half school year under the provision of 2. above, may apply for the additional full or half school year of such leave. Application for said shall be received by the Superintendent no later than April 1st prior to the termination of the leave granted under 2. above.
4. Child-rearing leave shall be granted to non-tenured employees for the balance of the school year (concluding June 30) in which the child is born. The provision of 4. shall not be deemed to grant or extend a leave of absence to a non-tenured employee beyond the end of the school year in which the leave is obtained.
5. Any employee adopting a child no older than five (5) years of age at the time of legal adoption shall receive leave pursuant to the terms of 2., 3. and 4. above which shall commence upon his/her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for adoption. An employee shall apply for said leave at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
6. Nothing shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
7. Where leave has been granted for the balance of the year in which the child is born, the employee shall inform the Superintendent in writing

## ARTICLE 13

### VACANCIES AND PROMOTIONS

- A. Whenever a vacancy occurs in any position covered by Article 1 in this contract, the Superintendent shall post a notification of such vacancy (10) school days before the vacancy is filled thus allowing currently employed personnel an opportunity to apply for said vacancy. During the summer months this notice shall be given ten (10) calendar days before the vacancy is filled and the Board will mail relevant notices to those employees who have indicated in writing that they are interested in being so notified.
- B. Support employees who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent.
- C. All promotional positions (which shall include positions paying a salary differential or those on the supervisory level) shall be conspicuously posted at least fifteen (15) calendar days before the final date when applications must be submitted for consideration.
- D. Custodians covered by this Agreement who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent.
- E. Seniority in the employ of the School District shall be given due consideration with respect to transfers and promotional opportunities.

## ARTICLE 14

### NON-RENEWAL, EVALUATION AND PERSONNEL FILES

- A. Any non-tenured teacher who has been notified that he/she shall not be reemployed may request a written statement of reasons and may request an informal appearance before the Board in accordance with applicable statutes and rules and regulations.
- B.
  - 1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
  - 2. Observation and evaluation of teachers shall be made only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

4. Each committee member may suggest and forward agenda items to the chairperson at least one week in advance of any scheduled meeting. If a special meeting is requested by the Superintendent, his/her agenda shall be given to the chairperson in advance. This provision may be waived if mutually agreed upon by both parties.
  5. At the beginning of each meeting, the committee shall determine whether a proposed agenda item is a proper topic for the Liaison Committee under the provisions of 1. above.
  6. Failure to accept or implement recommendations or positions of the committee shall not be deemed to be a matter to be pursued through the grievance procedure.
- B. Teacher assistants shall be deployed as equitably as is administratively feasible and educationally prudent. Said distribution shall be deemed as a proper matter for committee consideration.

#### ARTICLE 16

#### SALARY GUIDES, EXTRA CURRICULAR COMPENSATION GUIDES, OVERTIME AND MISCELLANEOUS COMPENSATION

##### A. Teachers

The salary guides for teachers for the school years covered by this contract are annexed hereto and make a part hereof as Schedule A.

1. Initial placement on the guide shall be by agreement between each new teacher and the Board except that such placement shall not result in a new teacher being placed on a higher step than an existing teacher with the same number of years of creditable experience.
2. Upon providing a statement from the college or university, and transcript when available, indicating completion of course work, teachers covered by this Agreement shall be entitled to receive the salary commensurate with his/her proper degree or level of academic training found in Schedule A (Salary Schedule) on the first pay period in September and February, provided that such teacher indicate by written application at least three (3) months prior to said dates the intention of salary guide advancement.
3. In the absence of a statement from the college or university, and transcript when available, indicating completion of course work, no



D. Custodial/Maintenance Personnel

The annual Salaries and the part-time hourly rates of the custodial/maintenance employees for the 1995-1996, 1996-1997, and 1997-1998 together with the minimum entry levels for these positions are annexed hereto and made a part hereof as Schedule B.

1. The designated custodian(s) with in "in-charge" duty and responsibility for boiler operation and maintenance and holding Black Seal certification shall receive \$200/annum for such duty and responsibility. Normally there will be a day and night shift "stand-by" designee in the school which requires Black Seal designation pursuant to applicable state law. In the school building where primary responsibility for boiler operation and maintenance is not required, there shall be designated custodian with "stand-by" duty and responsibility. In order to qualify for such designation, said custodian must hold a Black Seal certification. The duties shall include those normally associated with "stand-by" status. Nothing contained in this Article shall be construed to deny or restrict the existing level of compensation received for "in-charge" responsibility by a custodian so long as said custodian continues to perform such duties appropriately and satisfactorily.
2. Any custodian who elects to obtain his/her Black Seal certification shall be reimbursed all costs incurred except mileage.
3. Nothing contained herein shall be construed to deny or restrict the Board in its express right to withhold a salary increase, or any portion thereof, for just cause subject to the right of a custodian so affected appealing such action through the grievance procedure set forth in this Agreement.
4. The Board shall not, except in unusual or emergency situation or circumstance, assign a custodian to prolonged substituting duties. Performance evaluation shall take into consideration the frequency and extent of a custodian's assignment to substituting or split time duties.

E. Secretaries

The annual salaries of secretaries are annexed hereto and made a part hereof as Schedule C.

2. At the Board's discretion full-time custodians who work less than forty (40) hours per week but are required to work beyond their regular work day may receive compensatory time-off in lieu of overtime pay.

H. Call-Back - Custodians

Any custodian covered by this Agreement called upon to work noncontinuously outside his/her regular shift in special or emergency situations not connected with his/her regular duties shall be paid a minimum of two (2) hours' pay not withstanding the length of time required to perform the assigned duty or task.

I. Custodians - Split duties/Substituting

Custodians assigned to substituting or to split duties for a period exceeding two (2) consecutive work days shall be compensated at a rate of one (1) additional hour's pay at time and one-half beginning on the third (3rd) work day of said assignment.

J. Custodial Dismissal Notice

Custodians shall be given fourteen (14) calendar days notice of dismissal and at the Board's option may either be required to continue work for such period or receive payment for such time in lieu of actual service. Custodians covered by this Agreement shall give at least fourteen (14) calendar days notice to the Board of his/her intention to resign his/her position.

K. Employees - Notification of Contracts

The Board shall notify employees of their contract and salary status for the ensuing year according to the following schedule: 1) teachers by May 15; and, 2) support staff by June 1. Employees shall return signed contracts within ten (10) days of receipt. In the event that circumstances arise after the notification set forth for support staff which result in a decision that there is no position for a support staff employee, the Board shall provide two (2) weeks' written notice of that decision.

L. Teachers - Mileage

Teachers who may be required to use his/her own automobile in the performance of his/her duties outside of the District shall be reimbursed at the IRS rate.

- (4) The Association and Board shall sign and keep separate copies of the Master Agreements in effect on October 1, 1995.
      - (5) Any new carrier plan shall be considered addendum's to this contract for the purposes of determining level of benefits and level of administration of benefits.
  2. Effective July 1, 1993, unit employees newly hired shall be eligible to receive single coverage only under A. 1., and B. for the first three (3) years of their employment. During this period, an otherwise-eligible employee may buy-in to other enrollment levels under rules established by the business office.
  3. Effective January 1, 1994, there shall be a voluntary incentive waiver plan for family insurance under A. 1. above. An employee who is eligible for family coverage under A. 1. and who voluntarily waives all insurance for a full year, shall receive a payment of \$3000. In the January 1 through June 30 period, an employee who voluntarily waives insurance at any enrollment level receives \$1500. The waiver for enrollment levels other than family is computed by maintaining the same relationship between the amount paid and \$3000 as the specific enrollment level premium bears to the family premium each year. The waiver payment shall be made at the end of the District's fiscal year. The employee may re-enroll in the plan under A. 1. if the carrier allows such re-entry and if the employee pays the full premium of such coverage for the balance of the year in which the waiver is effective. In this latter case, the waiver incentive payment is still payable.

B. 1. Dental Insurance

Employees covered by this Agreement, shall receive, if eligible, dental coverage. The eligible employee who receives family, husband/wife or parent/child dental coverage shall pay a portion of the premium each year. The method to determine that amount is set forth in 4 below.

2. Prescription Insurance

Employees covered by this Agreement, shall receive, if eligible, prescription coverage. The prescription co-pay shall be \$5 (brand name), and \$0 (generic and mail order). Effective October 1, 1995, the prescription plan shall have an employee co-payment of \$5 (brand name), \$3 (generic) and \$0 (mail order). The eligible employee who

- C. Only those employees regularly working twenty (20) hours or more per week are eligible for the benefits described in this Article.
- D. Nothing contained herein shall be construed to deny or restrict the Board in making the sole determination of the carrier provided that any change in carrier results in no reduction of services or administration of the plan. The Board shall consult with the Association two (2) months prior to making any changes in carrier. The Board shall provide the Association with written data describing the coverage of the proposed carrier at least fourteen (14) calendar days before any proposed change.

## ARTICLE 18

### TUITION REIMBURSEMENT

- A.
  - 1. A teacher covered by this Agreement shall receive tuition reimbursement from the Board amounting to 75% of the cost per college credit hour, for each college credit hour taken by such teacher during a year of regular employment up to a maximum annual reimbursement of \$900.
  - 2. To be eligible for this tuition refund, the teacher shall be under contract to the Board at the time the course(s) is/are taken.
  - 3. The teacher shall earn at least a final grade of "B" or its equivalent in the course(s) taken.
- B. In order to be eligible for this tuition refund for summer courses, the teacher must have been employed in the school district during the year immediately preceding the summer in which the course(s) is/are taken and shall begin teaching the school year immediately following that particular summer.
- C. For the purposes of this Article, the course or courses shall be taken as part of a program leading to a degree beyond the Bachelor's Degree, except for a degree leading to certification in educational supervision and administration. Courses which are also applicable for reimbursement are those which improve the teacher's knowledge and/or skill in the classroom are are clearly related to the assigned duties of the individual.
- D. Course(s) taken to meet state certification requirements shall be applicable for the purposes of this Article.

ARTICLE 21

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995 and continue in effect until June 30, 1998 and shall not be modified in whole or in part except as may be mutually agreed and duly executed by the parties.
- B. In preparation for successor negotiations, a scattergram of teachers on staff as of October 1, 1997 shall be mutually agreed to by the parties. The salaries shown in this shall reflect the actual annual salary for 1997-1998 of the teachers on staff at that time.

ARTICLE 22

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed by the individuals authorized to do so the day and year indicated.

BOARD OF EDUCATION OF THE  
BOROUGH OF MEDFORD LAKES

ATTEST:

Lynn E Shugars  
Secretary

BY Margaret Russo  
President

DATED: 12/12/96

MEDFORD LAKES EDUCATION  
ASSOCIATION

ATTEST:

Lorraine Matteson  
Secretary

BY Dorinda Demers  
President

**SCHEDULE A  
TEACHERS' SALARY GUIDES  
1995-1996**

STEP 94-95	STEP 95-96	YEARS EXP. 6/30/95	BA	BA+15	BA+30	MA	MA+15	MA+30
***	1	0	30500	31100	31700	32300	32900	33500
1	2	1	31254	31854	32454	33054	33654	34254
2	3	2	32254	32854	33454	34054	34654	35254
3	4	3	33254	33854	34454	35054	35654	36254
4	5	4	34254	34854	35454	36054	36654	37254
5	6	5	34675	35275	35875	36475	37075	37675
6	7	6	34835	35435	36035	36635	37235	37835
7	8	7	35050	35650	36250	36850	37450	38050
8	9	8	35485	36085	36685	37285	37885	38485
9	10	9	36250	36850	37450	38050	38650	39250
10	11	10-14	37065	37665	38265	38865	39465	40065
11	12	15	39600	40200	40800	41400	42000	42600
12	13	16	42000	42600	43200	43800	44400	45000
13	14	17	45200	45800	46400	47000	47600	48200
14	15	18	49128	49728	50328	50928	51528	52128
15,16	16	19	54625	55225	55825	56425	57025	57625

See page 41 for longevity provisions.

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

**SCHEDULE A  
TEACHERS' SALARY GUIDES  
1997-1998**

STEP 97-98	STEP 98-99	YEARS EXP. 6/30/97	BA	BA+15	BA+30	MA	MA+15	MA+30
***	1	0	31500	32100	32700	33300	33900	34500
1	2	1	32000	32600	33200	33800	34400	35000
2	3	2	32500	33100	33700	34300	34900	35500
3	4	3	33254	33854	34454	35054	35654	36254
4	5	4	34254	34854	35454	36054	36654	37254
5	6	5	35254	35854	36454	37054	37654	38254
6	7	6	36280	36880	37480	38080	38680	39280
7	8	7	36745	37345	37945	38545	39145	39745
8	9	8	36900	37500	38100	38700	39300	39900
9	10	9	37100	37700	38300	38900	39500	40100
10	11	10	37550	38150	38750	39350	39950	40550
11	12	11	40200	40800	41400	42000	42600	43200
12	13	12-16	42582	43182	43782	44382	44982	45582
13	14	17	45564	46164	46764	47364	47964	48564
14	15	18	49128	49728	50328	50928	51528	52128
15	16*	19	53219	53819	54419	55019	55619	56219
16	16	20,20+	57310	57910	58510	59110	59710	60310

See page 41 for longevity provisions.

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.I.

**SCHEDULE B**

**FULL-TIME CUSTODIANS' SALARIES**

1995-1996			1996-1997			1997-1998		
94-95 STEP	95-96 STEP	SALARY	95-96 STEP	96-97 STEP	SALARY	96-97 STEP	97-98 STEP	SALARY
***	1	18750	***	1	19250	***	1	19750
1	2	19080	1	2	19547	1	2	20068
2	3	19627	2	3	19891	2	3	20378
3	4	20174	3	4	20461	3	4	20736
4	5	20722	4	5	21032	4	5	21331
5	6	21326	5	6	21602	5	6	21926
6	7	21931	6	7	22233	6	7	22521
7	8	22535	7	8	22863	7	8	23178
8	9	23352	8	9	23492	8	9	23835
9	10	24169	9	10	24344	9	10	24491
10/11	11	25388	10/11	11	25827	10/11	11	26137

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

**PART-TIME CUSTODIAN'S HOURLY RATES**

	1995-1996 RATE	1996-1997 RATE	1997-1998 RATE
Cranston	8.93	9.31	9.71
New Hire	7.00	7.25	7.50
Existing	8.09	8.43	8.79

New hires work six (6) months at NEW HIRE hourly rate. On the six month anniversary date, hourly rate increases to the EXISTING hourly rate.



**SCHEDULE D**  
**FULL-TIME ASSISTANTS' GUIDES**

**1995-1996**

<b><u>94-95</u></b> <b><u>STEP</u></b>	<b><u>95-96</u></b> <b><u>STEP</u></b>	<b><u>BASE SALARY</u></b>	<b><u>WITH</u></b> <b><u>SUB. CERT.</u></b>
***	1	7900	8400
1	2	7975	8475
2	3	8282	8782
3	4	8630	9130
4	5	9002	9502
5	6	9407	9907
6	7	9872	10,372
7	8	10,463	10,963
8	9	10,950	11,450
9	10	11,400	11,900
10	11	11,829	12,329
11	12	12,300	12,800
12/13	13	13,680	14,180

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

**1996-1997**

<b><u>95-96</u></b> <b><u>STEP</u></b>	<b><u>96-97</u></b> <b><u>STEP</u></b>	<b><u>BASE SALARY</u></b>	<b><u>WITH</u></b> <b><u>SUB. CERT.</u></b>
***	1	8000	8500
1	2	8150	8650
2	3	8300	8800
3	4	8630	9130
4	5	9002	9502
5	6	9407	9907
6	7	9872	10,372
7	8	10,463	10,963
8	9	10,950	11,450
9	10	11,400	11,900
10	11	11,829	12,329
11	12	12,450	12,950
12/13	13	14,257	14,757

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

**SCHEDULE D**

**PART-TIME ASSISTANT'S HOURLY RATES**

1995-1996			1996-1997			1997-1998		
94-95 STEP	95-96 STEP	HOURLY RATE	95-96 STEP	96-97 STEP	HOURLY RATE	96-97 STEP	97-98 STEP	HOURLY RATE
***	1	6.30	***	1	6.30	***	1	6.30
1	2	6.60	1	2	6.60	1	2	6.60
2	3	6.90	2	3	6.90	2	3	6.90
3	4	7.26	3	4	7.26	3	4	7.26
4	5	7.64	4	5	7.64	4	5	7.64
5	6	8.01	5	6	8.01	5	6	8.01
6	7	8.31	6	7	8.31	6	7	8.31
7	8	8.72	7	8	8.72	7	8	8.72
8	9	9.13	8	9	9.13	8	9	9.13
9	10	9.50	9	10	9.50	9	10	9.50
10	11	9.99	10	11	9.99	10	11	9.99
11	12	10.31	11	12	10.31	11	12	10.31
12	13	10.62	12	13	10.64	12	13	10.64
13	14	10.81	13	14	10.81	13	14	10.81
14	15	11.06	14	15	11.06	14	15	11.06
15	16	11.55	15	16	11.55	15	16	11.55
16	17	11.91	16	17	11.91	16	17	11.91
			17	18	12.24	17	18	12.24
						18	19	12.58

All employees move one step on the salary guide each year as long as that movement is consistent with Article 16, F.1.

INTRAMURAL	1995-1996	1996-1997	1997-1998
Unit Coordinators (includes Steering Committee work)	779	799	820
Tournament of Champions	570	585	601
<b>HOURLY POSITIONS</b>			
Cafeteria Duty	21.08	21.63	22.19
Playground Duty	21.08	21.63	22.19
After-School Supervision	21.08	21.63	22.19
Homebound Instruction	29.10	29.85	30.63
Summer School	27.32	28.03	28.76
<b>"PER EVENT" POSITIONS</b>			
Overnight Camping	110.46	113.33	116.28
Dance Chaperone	45.14	46.32	47.52
Crowd Supervisor	35.04	35.95	36.88

It is recognized by the Board of Education and the Medford Lakes Education Association that enrichment activities are important for providing a complete education for children. Therefore, it is agreed that every effort will be made to offer clubs which will extend these enrichment activities for children (i.e., computer, environmental, advanced interest, photography, language).

The Board will provide compensation of \$25.00 per hour to school personnel interested in coordinating and directing the activities of a particular club.

## NOTES