

2219

September 15, 1995
September 20, 1995

AGREEMENT

between

THE MONTAGUE EDUCATION ASSOCIATION

and

THE MONTAGUE BOARD OF EDUCATION

for the period

JULY 1, 1994 to JUNE 30, 1996

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PREAMBLE

This Agreement is entered into on the 27th day of March 1995 between the Board of Education of Montague Township, New Jersey, hereinafter called the "Board", and the Montague Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Montague Board of Education of Montague Township, hereinafter referred to as the "Board", recognizes the Montague Education Association, hereinafter referred to as the "Association", as the exclusive representative of New Jersey certified teachers employed by the Board in positions requiring certification, including:

1. Teaching Staff Members
2. School Nurse
3. Librarian
4. Part time certified teaching staff
5. Child Study Team Members

excluding:

1. Administrative Personnel
2. Aides
3. Paraprofessional employees
4. Non-professional personnel
5. Per diem employees.

This Agreement represents and incorporates the entire agreement of the parties on all matters which were or could have been the subject of negotiations. During its term it shall not be modified, either in whole or in part, except by mutual written agreement to reopen for negotiations and it is agreed that neither party shall be required to reopen negotiations or to negotiate any matter whether or not it is covered by this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE FOR SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations for a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. When the agreement is reached on the terms and conditions of employment as described above, it shall be embodied in writing and be subject to ratification by the authorized representatives of the Board of Education and the Montague Education Association.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals.
- C. Both parties mutually pledge that their representatives shall be endowed with all necessary power and authority to make and consider proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the full Board of Education while in session at legally constituted meeting.

ARTICLE III

ABSENCE OF TEACHERS

Full Time Faculty

A. Personal Illness

- 1. Accumulative - Ten (10) days per academic year as per statute.
- 2. Unused sick leave is accumulative indefinitely.
- 3. The Board of Education, at its discretion, may require a medical certificate.

B. Family Illness

- 1. Three (3) days per year, non-cumulative
- 2. Family shall mean immediate family and shall include spouse, parent and child

C. Death in Family

1. Three (3) days per occurrence, non-cumulative
2. Family shall mean immediate family and shall include spouse, parent, grandparent, child and/or sibling and in-laws.

D. Professional Absence

1. Three (3) days per year, non-cumulative, with the approval of the Chief School Administrator
2. Two (2) days per year, non-cumulative, to attend the New Jersey Education Association Convention.

E. Personal Absence

Each year, the Board of Education will grant three (3) days, non-cumulative, with full pay for personal reasons. Three (3) unused personal days per year may be converted to cumulative sick leave. Two (2) days shall require forty-eight (48) hours prior notice, except in an emergency situation. One (1) day for compelling personal reasons shall require the approval of the Chief School Administrator. A personal day is construed to mean that such business is essential and requires the presence of the employee on a day school is in session.

F. Maternity/Paternity/Adoption Leave

1. A teacher shall notify the administrator, in writing, of her pregnancy. Said teacher may continue to teach as long as she is medically fit and shall present the administrator with medical certification that she is fit to teach during the last three (3) months of her pregnancy. The teacher shall give reasonable notice to the Board prior to commencing leave and the Board shall grant leave effective on the date requested by the teacher.
2. The length of the leave shall be up to September 1st after the second (2nd) birthday of the child or to the expiration of the individual employment contract in the case of a non-tenured teacher. Intent to return shall be stated prior to April 1 of the September in which the teacher will return. Failure to so notify the Board in writing by that date shall constitute termination of contracted employment.
3. Teachers whose leave of absence does not commence until after January 31, shall receive a full year's credit on the salary guide upon return from maternity leave provided that said teacher performed for either five

(5) consecutive months of service in the school year in which the leave commences, or has completed six (6) months of service in the school year in which the leave commences.

4. Any accumulated sick leave may be used by the teacher in accordance with the law.
5. Accumulated sick leave not taken, shall stay in effect.
6. The teacher may purchase fringe benefits while on leave for a period of two (2) years.

G. Leave of Absence

A one-year leave of absence, without pay, shall be granted to one (1) professional teaching staff member for each year covered by this agreement. In order to be eligible a person must have not less than four (4) complete years of service to the Board. In the event that more than one (1) person requests such leave of absence, the person with the most seniority shall be given preference. The Board, however, reserves the right to deny a leave of absence request, in that year, in the event that it is not able to obtain an appropriate substitute for the person who has requested such a leave of absence.

H. Excessive Absenteeism

1. When a staff absence exceeds the days provided for in this section, the following applies. Each case will be reviewed by the Board of Education.
2. At the discretion of the Board, days may be deducted from the non-cumulative leave or salary may be deducted for each day absent at 1/200th of annual salary.

I. Each year of the school calendar will contain the following:

1. Yom Kippur will be an observed district holiday when it falls on a school day.
2. The day prior to the Thanksgiving break will be an early dismissal day. Afternoon meetings or other activities for teachers will not be scheduled on this day.

ARTICLE IV

TUITION REIMBURSEMENT

Only tuition and registration fees will be paid by the Board for each course taken by an individual. However, the following limitations will apply:

1. Courses shall be in a related field of study and subject to written approval by the Chief School Administrator prior to enrollment.
2. The Association shall monitor the tuition reimbursement requests to insure equitable participation is afforded to all eligible persons. No more than nine (9) credits per year may be taken by any one (1) teacher and the total amount of tuition reimbursement paid by the Board shall not exceed eighty one hundred dollars (\$8,100.00) per year.
3. A written voucher shall be submitted to the Board with a transcript of course showing acceptable final grade to the Chief School Administrator, who shall forward the same to the Board for action at the Board's next regularly scheduled meeting with his recommendation.
4. No payment will be made unless a grade of A or B is achieved.
5. The above items will be recognized by the Board for purposes of reimbursement as outlined above.
6. A teacher must reimburse the Board in full if he or she terminates employment with the Board during the school year in which he or she receives tuition payment from the Board, except in the following situations:
 - a. a teacher retiring during contract
 - b. death of a teacher
 - c. a teacher on maternity leave (unless teacher does not return or is non-tenured, both to pay back).
7. All part-time professional personnel whose salary is determined from the contractual agreement between the Board and the Association, will receive pro-rata reimbursement.
8. Courses may be taken either during the summer recess or during non-school hours during the school year.

ARTICLE V

SALARIES AND EMPLOYEE BENEFITS

- A. Employees in the unit shall receive salaries as indicated in Appendix "A", which is attached hereto and made a part hereof. Employees above the guide shall receive salaries as indicated on said Appendix "A".
- B. The Board of Education agrees to pay medical insurance for both the employee and his family if he so chooses. The current formula for computing employee contribution rates shall be maintained throughout the Agreement. That is five percent (5%) of the difference between the individual rate and various dependent rates. The medical insurance shall be through the N.J. Public and School Employees Health Benefits Plan. Coverage includes: (1) Blue Cross, (2) Blue Shield, (3) Rider J, and (4) Major Medical.
- C. The Board of Education agrees to allow faculty members to participate in tax sheltered annuities through payroll deduction. Payments may be made to two (2) tax sheltered annuity plans; said plans to be selected by the Montague Education Association. Adjustments can be made only in September, January, and June of each school year.
- D. The Board of Education agrees to allow faculty members to participate in any dental insurance plan the Association may choose. The Board shall assume total premium costs for all current full time unit members.
- E. The Board agrees to allow all professional personnel covered by this Agreement to participate in any prescription drug plan the Association may choose. The Board shall assume total premium costs based on a co-payment of \$5. for non-generic and \$3. for generic prescriptions for all full time unit members. Effective July 1, 1995, the co-payment shall be eight dollars (\$8.00) for non-generic and three dollars (\$3.00) for generic prescriptions for all full time unit members. effective July 1, 1995 a mail requirement shall be instituted for prescription refills covering periods in excess of thirty (30) calendar days.
- F. The Secretary of the Board of Education will deduct professional dues. This deduction will be in accordance with automatic payroll deduction, which spreads the payments out over a ten (10) month basis.
- G. Any employee retiring after fifteen (15) years service in the district shall receive \$30. for each accumulated unused sick day up to a maximum of \$6.000.
- H. A teacher may choose to have any amount deducted and deposited in their Tri-Co Federal Credit Union account.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

- a. A Class I grievance is an appeal, by the Association or a member of the Association based upon an alleged violation of this Agreement.
- b. A Class II grievance is an appeal by the Association or a member of the Association, of the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
- c. A Class II grievance shall terminate at Level Two of the Grievance Procedure. The Class II grievance is included in the Agreement in compliance with PERC Decision 77-59 of 4/19/77, and in the event this decision is reversed by Court decision, the provisions for a Class II grievance shall become null and void.

2. Aggrieved Person - An "Aggrieved Person" is the person, or persons, making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against who action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may rise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

- 1. Time Limit - 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. Year End Grievances - In the event a grievance is filed at such time that it cannot be processed by the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by agreement between both parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

3. Level One - Chief School Administrator

A teacher with a grievance shall first discuss it with the Chief School Administrator within fifteen (15) days after the grievance has occurred, or as soon as the administrator returns in the case of his absence, after which no claim may be made, and with the objective of resolving the matter informally. Informal written records should be kept by the Chief School Administrator.

4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Board and/or the Association within five (5) school days after the decision at Level One. If the Association, alone, receives the grievance, then within five (5) school days after receiving the written grievance, the Association may refer it to the Board of Education.

5. Level Three - Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered with ten (10) school days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board, or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Board or the Association submit the grievance to arbitration.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the aggrieved person or the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such

commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association 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. The arbitrator shall be limited to the issues submitted and shall consider nothing else.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the aggrieved person or the Association and shall be advisory.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the aggrieved person or the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association, or by the aggrieved person's chosen representative, at the expense of the aggrieved person.

E. Miscellaneous

1. Written Decisions - Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest.

2. Separate Grievance File - Until a final disposition has been made, each file shall be made accessible only to

parties in interest in the case. Thereinafter, the file shall be accessible only as pertinent material in a future grievance filed under this grievance procedure.

3. Meetings and Hearings - No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representative heretofore referred to in this Article.

ARTICLE VII

MANAGEMENT RIGHTS CLAUSE

- A. The Board on its own behalf and on behalf of the electors of electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
 1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees while said employees are engaged in the performance of their duties.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, their dismissal or demotion; and to promote and transfer all such employees, to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 3. To establish upon recommendation of the Administrator and such others as are indicated in School Board Policy, grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon recommendation of the Administrator and such other as are indicated in School Board Policy, the means and methods of instruction, the selection of text books and other teaching materials, and the use of teaching aids of every kind and nature. When the Board has adopted procedures in the above areas, the Board will follow said procedures.

5. To determine upon recommendation of the Administrator and such others as are indicated in School Board Policy, class schedule, the duties responsibilities and assignments of teachers and other employees with respect thereto.
 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and the laws of the State of New Jersey, and the Constitution and laws of the United States.
 - C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws, or other national or state, county, district or local laws or regulations as they pertain to education.
 - D. The Board of Education will not unilaterally develop or implement any policy or decision that involves terms and conditions of this agreement. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board Policy for the terms of said agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. 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. Any individual contract between the Board and an individual in the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and

conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, the Agreement, during its duration shall be controlling.

- D. Copies of this Agreement shall be printed, at the shared cost between the Association and the Board, within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. The length of the school day will be six and one-half (6 1/2) hours and the teachers shall arrive fifteen (15) minutes before school opens and shall remain not less than fifteen (15) minutes after school closes. (total seven [7] hours)
- F. The in-school work year shall be 184 days. Two (2) days shall be considered as Staff Development: dates to be mutually agreed upon by the Chief School Administrator and the Association.
- G. Pay day during a holiday period will occur the last regular work day before the holiday, when feasible when determined by the Board.
- H. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses, that might arise out of or by any reason of any action taken or not taken by the employer in conformance with the Agency Shop provision. The fee for non-members as their share of the costs to negotiate and administer the Agreement, has been agreed upon as eighty percent (80%) of the "Unified Dues".
- I. Each teacher shall be guaranteed a minimum of five (5) prep periods per week.
- J. Each teacher shall be guaranteed a lunch period equal to the students' lunch period.
- K. Each teacher shall be required to attend no more than five (5) evening functions within the school calendar year.

ARTICLE IX

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1994 and shall continue in effect until June 30, 1996.

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

MONTAGUE EDUCATION ASSOCIATION

By: JoAnn Haselbach Carol M. Lohnitz
Co-President Co-PRESIDENT

By: Ruth Plummer
Secretary

MONTAGUE BOARD OF EDUCATION

By: Diane Cole
President

Attest:

Nick Kramer 9/25/95
Secretary to the Board

APPENDIX "A"

September 1994 Salary Guide

STEP	BA	BA+15	MA	MA+15	MA+30
0	29672	30322	31212	31692	32497
1	30870	31820	32620	33420	34220
2	32470	33120	33920	34720	35520
3	33620	34270	35070	35870	36670
4	34820	35470	36270	37070	37870
5	36070	36720	37520	38320	39120
6	37370	38020	38820	39620	40420
7	38770	39420	40220	41020	41820
8	40270	40920	41720	42520	43320
9	41870	42520	43320	44120	44920
10	43520	44170	44970	45770	46570

A. Longevity

15 years	\$1500
20 years	2000
25 years	2500
30 years.	3000

B. Extra Curricular Guide
9 weeks, 3 days per week, 1-1/2 hours per session

Step 1	\$450
Step 2	500
Step 3	550

Effective October 1, 1994
Thru
June 30, 1995

Step	BA	BA+15	MA	MA+15	MA+30
0	30301	30965	31874	32364	33186
1	31524	32495	33312	34129	34945
2	33158	33822	34639	35456	36273
3	34333	34997	35813	36630	37447
4	35558	36222	37039	37856	38673
5	36835	37498	38315	39132	39949
6	38162	38826	39643	40460	41277
7	39592	40256	41073	41890	42707
8	41124	41788	42604	43421	44238
9	42758	43421	44238	45055	45872
10	44443	45106	45923	46740	47557

A. Longevity

15 years	\$1500
20 years	2000
25 years	2500
30 years	3000

B. Extra Curricular Guide
 9 weeks, 3 days per week, 1-1/2 hours per session

Step 1	\$450
Step 2	500
Step 3	550

C. During the 1994-95 school year, Stephen Lange shall be paid at his appropriate step and educational level on the salary guide on the basis of his part-time employment. In addition, Mr. Lange shall be paid a salary differential of fifteen hundred dollars (\$1,500) for the 1994-95 school year which will not be pro-rated.

1995-96 Salary Guide

STEP		BA	BA+15	MA	MA+15	MA+30
94-95	95-96					
***	0	29000	29672	30499	31325	32152
	0	1	30376	31048	31875	32701
	1	2	33000	33672	34499	35325
	2	3	34745	35416	36243	37070
	3	4	35985	36657	37483	38310
	4	5	37277	37948	38775	39602
	5	6	38620	39292	40119	40945
	6	7	40067	40739	41566	42392
	7	8	41617	42289	43116	43942
	8	9	43271	43942	44769	45596
	9	10	44976	45648	46474	47301
10	10	10	44976	45648	46474	47301
		11	46826	47498	48324	49151
		12	48476	49148	49974	50801

- A. Teachers who moved to Step 10 in the 1994-95 school year are on Step 10 for the 1995-96 school year. They are eligible to advance to Step 11 in the 1996-97 school year.
- B. Teachers must be paid at the amount specified for Step 11 in the then current year for two years before being eligible to advance to Step 12.
- C. Longevity

15 years	\$1500
20 years	2000
25 years	2500
30 years	3000
- D. Extra Curricular Guide
 9 weeks, 3 days per week, 1-1/2 hours per session

Step 1	\$450
Step 2	500
Step 3	550
- E. During the 1995-96 school year, Stephen Lange shall be paid at his appropriate step and educational level on the salary guide on the basis of his part-time employment. In addition, Mr. Lange shall be paid a salary differential of fifteen hundred dollars (\$1,500) for the 1995-96 school year.