

AGREEMENT BETWEEN  
NETCONG BOARD OF EDUCATION  
AND  
NETCONG TEACHERS' ASSOCIATION, INC.

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JULY 1, 2010 THROUGH JUNE 30, 2013

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PREAMBLE

THIS AGREEMENT, entered into this 31<sup>st</sup> day of May, 2011 by and between the NETCONG TEACHERS' ASSOCIATION, INCORPORATED, hereinafter referred to as the "Association", and the BOARD OF EDUCATION OF THE BOROUGH OF NETCONG, MORRIS COUNTY, NEW JERSEY, hereinafter referred to as the "BOARD".

WITNESSETH:

WHEREAS, the parties have an obligation, pursuant to N. J. S. A. 34: 13A-1 et seq., to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom teachers, librarians, reading teachers, speech teachers, home instruction teachers, nurses, coaches, extra-curricular advisors, and custodians but excluding:

Secretaries, custodians working less than twenty and one-half (20 ½) hours per week, bus drivers, attendance officers and clerks, guidance directors, principals, aides and head custodians are to be excluded from the personnel for whom the Association is recognized as the exclusive and sole representative for collective negotiations with reluctance on the part of the Association, and only until such time as the Public Employment Relations Commission rules that such personnel should, in fact, be so represented by the Association, if such a ruling is made by the Commission.

It is further recognized that teachers and other personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment of a teacher in the schools of the district.

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

ARTICLE II  
GRIEVANCE PROCEDURE

A. **Definitions**

1. Grievance

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

2. Aggrieved person

An "aggrieved person" is the person or persons or Association 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 whom 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 from time to time arise affecting employees. 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. The number of days at each level should be considered as a maximum and every effort should be made to expedite the process.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth therein shall remain in effect until such grievance has been resolved.
3. A grievance, to be considered under this procedure, must be initiated in writing by the grievant within thirty (30) calendar days of the alleged occurrence.
4. Level I - An employee with a grievance shall first discuss it with his immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
5. Level II - If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may, within seven (7) calendar days file the grievance in writing to the Superintendent. The Superintendent shall render a decision, in writing, within ten (10) calendar days of receipt of the grievance. If, however, either the Superintendent or the grievant requests a meeting, such meeting shall be held within seven (7) calendar days of receipt of the grievance, and the Superintendent's decision shall be rendered within seven (7) days after the meeting.
6. Level III - If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, he may within seven (7) calendar days file the grievance with the Board through the Board Secretary. The Superintendent shall be notified

that the grievance has been forwarded to the Board level. The Board shall arrange a hearing within thirty (30) calendar days of receipt of the grievance and render a decision with (10) calendar days after the hearing.

7. Level IV - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance must be submitted to arbitration. If arbitration is requested, the Association shall notify the Board in writing within ten (10) calendar days of the due date of the Board's decision.
8. Level V -
  - a) If the Association wishes to secure the services of an arbitrator, it shall request the American Arbitration Association to provide a list of arbitrators to settle the dispute. To be timely and effective, such request must be filed with the American Arbitration Association within twenty (20) calendar days after the notification referred to in section 7 above has been filed with the Board.
  - b) Once a request is made to the American Arbitration Association, the parties shall be bound by its rules and regulations.
  - c) The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
  - d) The cost of the services of the arbitrator shall be borne equally by the parties. Any other expense shall be paid by the party incurring the same.

#### **D. Rights of Employees to Representation**

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

When an employee is represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**E. Miscellaneous Provisions**

1. If, in the judgment of the Association, a grievance affects a group or a class of employees, the Association may submit such grievance in writing to the Superintendent and the processing of such grievance shall commence at Level II.
2. The arbitrator shall not add to, subtract from, or modify this Agreement in any manner.
3. Decisions rendered at all steps of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all the parties in interest and to the Association.
4. Reference to grievance processed shall not be placed in the personnel files of any employee unless complete documentation of the grievance is included and the employee involved has received prior written notice that said documents are to be placed in his file.
5. Forms for filing grievances, serving notices, making appeals, reports, and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representative (s) heretofore referred to in this Article.
7. Neither the Association nor the Board shall issue public statements regarding such grievances during the grievance procedure.



## ARTICLE III

### SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule A.
- B. The salaries of all custodians covered by the Agreement are set forth in Schedule B.
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.
- D. Teachers may individually elect to have a specified dollar amount of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day of June or in two equal payments on the 15<sup>th</sup> of July and August. Summer pay deductions will be forwarded to TRI-CO Federal Credit Union directly by the Board Secretary within seven (7) school days of each pay date for all personnel who request this service.
- E. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- F. Teachers shall receive their final checks on the last working day in June, providing they have fulfilled all of their contractual obligations.
- G. Tutorial services shall be voluntary on the part of the teachers. The rate for tutoring shall be thirty-five dollars (\$35.00) per hour. Travel expenses incurred by the teachers, while in the process of performing tutorial services, will be awarded at the NJOMB rate per mile based on round trip mileage from school to destination. The Association and the Board both agree to continue working on language regarding the selection process for tutors.

- H. Salary Guides, Schedule A, shall be developed by the Association to be approved by the Board prior to ratification by both parties. The Members of the Netcong Board of Education and the Netcong Teachers' Association agree to jointly develop a salary guide for the next contract that can be mutually beneficial to address the bubbles. Both parties acknowledge that monies on any step may not apply to future guides.
- I. The Association and the Board both agree to continue to develop language regarding the mentoring program.

## ARTICLE IV

### SICK LEAVE

- A. Teachers shall be entitled to the following sick leave each school year. This shall include time needed to care for an ailing member of the teacher's immediate family:
1. Tenured teachers - twelve (12) days per school year.
  2. Non-tenured - ten (10) days per school year.
  3. Under the terms of this contract unused sick days shall be accumulated from year to year.
- B. Full time custodians shall be entitled to twelve (12) days per work year. Part time custodians working more that twenty and one-half (20 ½) hours per week shall be entitled to ten (10) days per work year on a prorated basis. Under the terms of this contract unused sick days shall be accumulated. This shall include time needed to care for an ailing member of the employee's immediate family. During the first year of employment, the sick days will be available for use at a rate of one (1) day per month starting with the second day of employment.
- C. Employees shall be informed of the number of accumulated sick leave days once each school year (September 1).
- D. Conversion of unused Sick Leave as Severance Pay
1. A teacher having been in the employ of the Board for ten (10) or more years shall be entitled to severance allowance for unused sick leave in accordance with the following procedures:

- a) Said teacher shall submit a written statement to the Superintendent of Schools indicating his intention to retire within the meaning of the Teachers Pension and Annuity Fund (excluding deferred retirement). Such statements shall be submitted at least six (6) months prior to the anticipated date of retirement. It is understood that such notice is required for budgetary reasons and that such notice does not constitute official notification of retirement/resignation.
- b) The Board shall pay the teacher his severance allowance in July of the fiscal year following said severance; or at the option of the employee, after January 1<sup>st</sup> of the year following his severance. Due to budgetary reasons, the cut off date for this proposal is December 31<sup>st</sup> for notification of retirement effective June 30<sup>th</sup> of the following year.
- c) In the event of an emergency or unexpected retirement, the Board shall pay the teacher his/her severance allowance in July of the fiscal year following said severance; or at the option of the employee, after January 1<sup>st</sup> of the year following his/her severance.
- d) Severance Allowance Upon Death of teacher
  - i) Should a teacher die while in the employ of the school district, the severance allowance shall be paid to his estate within the provisions of Paragraph C 1 c. above.
  - ii) Should a teacher die after serving appropriate notification and before receiving his retirement allowance, the severance allowance shall be paid to the estate of the employee according to the terms indicated by the teacher prior to his death.

e) The maximum amount payable as severance allowance shall be fifty percent (50%) of the accumulated sick leave days at a daily rate equal to the starting substitute rate at the time the application for retirement is filed.

E Any employee who is absent for more than five consecutive days for any reason of illness or injury shall, upon his return to work, present to the school nurse a doctor's certificate (if requested by the Administration) indicating the reason for absence and that the employee is well enough to return to full-time employment.

ARTICLE V

TEMPORARY LEAVES OF ABSENCE WITH PAY

A. Teachers' Personal Days

1. Three (3) personal days per year shall be granted to each teacher without reason.
2. Unused personal days shall be cumulative up to a maximum of four (4) days.  
Unused personal days in excess of four (4) shall be converted to sick days on September 1<sup>st</sup>.
3. Except in cases of emergency, personal days shall be applied for at least two days in advance on the prescribed form available in the general office, except that personal days on the working day preceding or following a school holiday shall be applied for at least two weeks in advance. In emergency situations teachers shall inform the District of their anticipated absence in the same manner as required for absence due to illness.

B. Custodians' Personal Days

1. Three (3) days personal business each year, effective after sixty (60) days of employment, accumulative up to four (4) days with the following stipulation:
  - a) Single personal days must be requested a week in advance except for emergencies.

C. Bereavement Leave

1. Up to five (5) days shall be granted in the case of the death of a member of the immediate family (parent, brother, sister, spouse, own children, grandparent, grandchild, mother/father-in-law) or of any relative who has lived in the home of the employee for some time immediately preceding death.

2. Up to two (2) days shall be granted in the case of the death of son/daughter-in-law and brother/sister-in-law. Any additional days will be subject to the approval of the Superintendent.

3. Up to one (1) day shall be granted in the case of a relative.

D. Teachers' Professional Days

Professional days may be granted for attendance at educational meetings or visitations with the permission of the Superintendent, if, in his opinion, such attendance is of value to the teacher or the district.

E. NJEA Convention

Each teacher shall be granted up to two (2) days for the purpose of attending the NJEA convention.

F. Jury Duty

An employee serving jury duty shall receive leave with pay for the duration of such service. The payment is regulated on the amount of money an employee earns per day minus the stipend issued by the county, state, or federal system. In reality, the employee would receive his/her full salary and reimburse the board for the amount received by the court system (excluding mileage).

G. Application for Temporary Leaves

Application for teacher's temporary leaves of absence (except Paragraph E above) shall be made to the Superintendent of Schools through the Principal on the prescribed form available in the principal's office. Except in cases of emergency, two (2) days notice shall be required for such leave.

c. Additional credits or degrees earned while on leave shall be credited toward the salary guide placement upon return from said leave. Teachers on extended leaves shall not be eligible for tuition reimbursement while on leave.

E. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be returned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing. Approval or denial shall be in writing. Decisions approving or denying such requests for extensions or renewals are understood to be in the exercise of the Board's discretion.



ARTICLE VII

INSURANCE PROTECTION

- A. The Board shall continue to provide each employee and dependents with full paid medical/surgical insurance protection, equal to or better than New Jersey State Health Benefits Plan to include medical/surgical and major medical coverage, as it existed on **January 1, 2010.**
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a full twelve (12) month period in accordance with the following schedule:  

The Board agrees to pay:

    - a) One hundred percent (100%) of the cost of Major Medical Insurance.
    - b) One hundred percent (100%) of the cost of a single, family, husband and wife, or parent-child medical/surgical coverage.
  2. As of July 1, 2007, all new hires will receive single Direct Access health benefits coverage at full cost to the Netcong Board of Education. New hires may elect dependent Direct Access health benefits coverage at a cost of 10% of said premiums to be the responsibility of the employee.  

Upon receipt of tenure (completion of three consecutive years and one day of employment in the district of the Netcong Board of Education), employees will remain in the Direct Access health benefits plan and receive full single and dependent coverage at no-cost to the employee.

3. Financial incentives for employees who opt out either plan are as follows:

Single:	\$1,500	Family:	\$2,700
Husband/Wife	\$2,300	Parent/Child:	\$2,000

Opt out will be qualified under IRS Code 125, to be paid as a stipend at the end of each school year. The employee could re-enter the program at anytime with a “change of life event”, such as a spouse’s loss of coverage, death, divorce, etc., as per IRS Code Section 125, and would receive pro-rated opt out remuneration at school end.

- B. Except as provided below, the Board shall provide a full dental insurance plan providing full coverage for a plan equal to or better than the New Jersey Dental Plan III with orthodontic coverage (a description of the plan shall be attached to this Agreement for informational purposes only). As an exception to the above, effective upon the date this Agreement is executed, new hires shall be provided with employee only dental insurance at the expense of the Netcong Board of Education. Employees may opt to purchase dependent coverage of the district’s dental insurance subject to contributions equal to 100% of the dependent premium charged by the Dental Insurance carrier.
- C. Only full-time employees shall be eligible for the benefits set forth in this Article VII. Full-time is defined as regularly employed for twenty and one-half (20 1/2) hours per week or more.

## ARTICLE VIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition plus other entrance fees for any course (as per the tuition cap cited in Article VIII B3), workshop, seminars, in-service sessions, and other such sessions related to the teacher's subject area receiving prior written approval of the Superintendent. Mileage reimbursement will be adjusted to reflect the rate permitted by the NJOMB, currently \$0.31 per mile pursuant to N.J.A.C. 6A:23 A-7.9(4)©(i).
- B. \*The Board shall reimburse employees for graduate course tuition and fees approved by the Superintendent in accordance with the following conditions:
1. Reimbursement will be paid, according to the schedule in B. 3, only when one has completed a course, received and can show proof of a passing grade of "B" or better (or in the case of pass/fail courses toward a degree, a grade of "pass"). Courses taken during the second semester and/or summer session will be reimbursed early in the ensuing school year providing that person is still in the employ of the Board.
  2. The Board will not reimburse any teacher for courses which the teacher is taking in order to fill certification of undergraduate degree requirement.
  3. The Board will reimburse teachers who are taking graduate courses in their major field of ONE HUNDRED PERCENT (100%) of the William

Paterson University tuition rate. When attending a Private College/University, tuition shall be reimbursed at the greater than of 100% of the William Patterson rate or 50% of the Private College/University tuition rate. The maximum payment under this article shall not exceed the annual tuition cap of professional teaching staff as set forth below:

<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
\$21,500	\$21,500	\$21,500

4. Approved undergraduate courses shall be reimbursed, according to the schedule in B. 3, only when such courses are not available on the graduate level.
5. The Board, at its discretion, reimburses up to a maximum of One Hundred Dollars (\$100) for educational travel.
6. Application for tuition reimbursement shall be made to the Superintendent on the appropriate form prior to registration. Notification of approval or disapproval with reasons noted shall be given to the teacher prior to registration.
7. In the pursuance of a master's degree in one's assigned subject area, those courses considered as general education shall be reimbursed provided these courses are required by the college or university for completion of degree requirements.

8. Courses shall be in the teacher's major field, related directly to the teacher's assignment within the district, general education, or related to an area to which the employee may be assigned or other courses with prior approval of the Superintendent.
- C. The Board agrees to consult with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Payment for workshops attended during the summer (at the request or approval of the Board) shall be \$60.00 for the initial four (4) hours duration or portion thereof. If a workshop exceeds four hours, teachers shall be compensated at a rate of fifteen dollars (\$15.00) per each extending hour.

\*Language for the distribution of funds as determined and agreed upon by the Tuition Reimbursement Committee is attached to this contract.

ARTICLE IX  
EMPLOYEE'S RIGHTS

**A. Required Meetings or Hearings**

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or hearing and shall be entitled to have representative (s) of the Association present to advise him and represent him during such meeting or hearing.

**B. Criticism of Teachers**

Any question or criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings, subject to where a teacher exercises his/her right to public discussion.

**C. Custodians Probationary Period**

Custodians shall be on probation for sixty (60) calendar days during which time they can be released by the Board without the 30 day notice provided for in their employment contracts.

## ARTICLE X

### WORK YEAR AND WORK DAY

#### A. Teacher Work Year

1. The in-school work year for all teachers shall be one hundred and eighty-three (183) days. Day 1 will be for a faculty meeting/teacher orientation in the morning with time set aside in the afternoon for individual classroom preparation. Two days each year will be set aside for in-service.
  - a. The K4 and K5 teachers attending Summer Orientation for two (2) hours per person will be paid at the current per hour tutorial rate (Reference Article III G Above)
2. The in-school work year shall include days when pupils are in attendance, and any other day that teachers are required to be in attendance.
3. Teachers shall be dismissed after a half-day session on the day preceding Thanksgiving and Christmas.
4. The last day of school in June shall be half (1/2) day for students and teachers (12:37 dismissal). The two (2) days preceding the last day of school in June shall be half (1/2) day for students (12:37 dismissal) and full days for the teachers (2:49 dismissal).

5. The school calendar for the next school year shall be published by the Board and distributed to each teacher within ten (10) days of official adoption.

B. Teaching Hours and Teaching Load

1. The work hours for all teachers shall be 8:20 a.m. to 3:02 p.m. (6 hours and 42 minutes).
2. Five (5) additional minutes of pupil contact time, to be incorporated into the work day as follows:  
8:20 am -3:02 pm Teachers  
8:25 am -2:49 pm Students
3. All teachers shall receive a 40 minute duty free lunch period daily.
4. Preparation Periods
  - a) All teachers shall receive at least one (1) forty (40) minute preparation period per day or the equivalent of five (5) forty minute preparation periods per week.
  - b) Teachers may be called from a scheduled preparation period in excess of those guaranteed in Section B. 3 (a) above to fill in for absent teachers up to ten (10) times per school year.

5. Faculty Meetings

Faculty meetings will be held once per month for one (1) hour's duration commencing at 2:50 p.m., in accordance with a schedule to be developed at the beginning of the school year. If necessary, an extra meeting in a month may be held for informational purposes only, if there are no in-service days scheduled



that month, unless an emergency arises warranting the meeting. In addition, except in cases of emergency, faculty meetings shall not be scheduled for Fridays or days immediately preceding a holiday or vacation and teachers shall receive one (1) week prior notice of each faculty meeting agenda. Teachers shall have the opportunity to suggest items for the agenda.

6. Morning and Dismissal Duty

- a) Except as otherwise provided in this Agreement, teachers will not be required to supervise during those periods of time described as Morning and Dismissal Duty. It is also understood that should these duties be reinstated for any reason they will not be monitored by teachers.
- b) All teachers whose schedules permit shall perform a ten (10) minute morning patrol duty from 8:20 a.m. to 8:30 a.m. Said assignment shall be performed on a rotating basis with two (2) teachers performing said duty each day.
- c) All teachers whose schedules permit shall perform a ten (10) minute afternoon patrol duty from 2:49 p.m. to 2:59 p.m. Said assignment shall be performed on a rotating basis with two (2) teachers performing said duty each day.

7. Parent Conferences

- a) Fall – one day/two night conference
- b) Spring - one day/two night conference

DAY ONE

School Session - 8:20 a.m. to 3:02 p.m.

Evening Conference - 6:00 p.m. to 8:00 p.m.

DAY TWO

School session- 8:20 a.m. to 12:37p.m.

Afternoon Conference-1:30 pm to 4:00 pm

Evening Conference – 6:00 pm to 8:00 pm

LAST DAY OF CONFERENCE WEEK

Teachers shall not be required to remain beyond their last conference nor shall they be required to attend evening sessions if they have no evening appointments or conferences. Dismissal for all teachers and students will be 12:37 pm on the last day of the conference week..

8. Notwithstanding the matters set forth above, the Board retains the right to restructure the school day, subject to the following:
  - a. Starting time shall be no earlier than 8:00 a.m. and no later than 8:20 a.m.
  - b. Pupil contact time shall not be increased.
  - c. The workday shall be six (6) hours, inclusive of a daily preparation period of forty (40) continuous minutes, exclusive of lunch.

- d. There shall be no change in existing morning or afternoon duties.
- e. If the existing forty (40) minute lunch period is reduced, the existing six hour forty – two (6 hour, 42) minute day shall be reduced by the same amount.

C. Field Trips

- 1. Teachers on field trips returning after the normal ending time of 3:02 p.m. shall be compensated at the rate of (thirty dollars) \$30.00 per hour.
- 2. Teachers who participate in the 7<sup>th</sup> or 8<sup>th</sup> grade overnight trips shall be compensated at the rate of:

<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
\$304.50	\$309.07	\$313.71

D. Custodial Work Year

- 1. The custodial work year shall run from July 1<sup>st</sup> through June 30<sup>th</sup> of each year.
- 2. Custodians shall be entitled to annual paid vacation as follows:

After completion of the 1<sup>st</sup> year -----5 days

After completion of the 2<sup>nd</sup> year ----10 days

After completion of the 4<sup>th</sup> year ---- 15 days

After completion of the 10<sup>th</sup> year ----20 days

Selection of vacation shall be based upon seniority. Scheduling of vacation shall be subject to the approval of the administration.

3. Professional days may be available at the discretion of the Chief School Administrator. Payment will be limited to registration fees and mileage fees at established NJOMB rate and wages for the employee's normal work hours. Custodians are required to attend bi-annual "Hazardous Communication" training. Training will be given during the workday and custodians will be reimbursed for mileage expense incurred, as necessary, at the NJOMB rate.
4. Custodians holding a Black Seal/Boilers Operator's License are required to keep such licenses current at the expense of the Board of Education. A custodian who is physically able but fails to keep such licenses current may be subject to dismissal. Newly hired custodians (hired after June 30, 2007) wishing to obtain a Black Seal License shall have all expenses paid one time or will be reimbursed one time for expenses incurred to obtain such license up to a maximum of \$400.
5. Custodians/Employees required to obtain a CDL license as part of their employment with the Netcong Board of Education will be reimbursed for such expense incurred up to a maximum of \$400. Custodian/Employees are required to keep such licenses current at the expense of the Board of Education.

#### E. Custodial Work Day

The workday for custodial employees shall be eight (8) hours, exclusive of a scheduled thirty (30) minute duty-free meal period (i.e. an eight (8) hour work day plus a thirty (30) minute duty-free meal period).

F. Custodial Overtime

Custodians shall receive time and one-half (1 ½) compensation based on their regular hourly rate for each hour or fraction of an hour actually worked in excess of forty (40) hours in a week. Overtime shall be distributed at the discretion of Administration on a rotating basis.

G. Custodial Holidays

Custodians shall receive the following holidays:

New Year's Day	Labor Day	*President's Day
Good Friday	Thanksgiving	*Friday after Thanksgiving
Memorial Day	Christmas Day	
Independence Day		

\*Custodians will alternate days off requiring one custodian to work President's Day and the other custodian to work the Friday following Thanksgiving.

Custodians shall be released after working a half day on Christmas Eve. If a holiday falls on a Saturday, Sunday or during a personal vacation, the custodian will be granted one other day of his/her choice, subject to the approval of the Administration.

H. Custodians Call Out

Custodians call out shall continue in accordance with past practice.

Custodians who are called in to work overtime in the event of an emergency or as determined by the Chief School Administrator shall be paid a minimum of one (1) hour at

the rate on one and one-half (1 ½) times their hourly rate at a time not contiguous with their regular workday including holidays. This provision does not include snow or ice removal.

#### Emergency Weather Conditions

When school is closed due to emergency conditions, all Custodial Staff will report to work as soon as possible as determined by the Chief School Administrator and shall work an eight (8) hour shift unless the Superintendent abbreviates the shift. All work over the regular (8) shift shall be compensated according to federal and state overtime laws and regulations.

#### I. Custodial Clothing Allowances

- A. During the term of this Agreement, all presently employed full-time custodians and any custodian subsequently employed full-time shall be entitled to steel-toe work shoes, at the cost of which shall not exceed one hundred twenty-five dollars (\$125) per year. Said employees shall be reimbursed upon proof of purchase (receipt) or the district will order said pair of shoes from a district approved vendor.
- B. During the term of this Agreement, the Board shall provide full-time custodians, upon “permanent” hire, with three (3) work uniforms. Any custodian subsequently employed by the Board shall receive two (2) uniforms per year in succeeding years of employment. A uniform consists of a shirt and pair of slacks.
- C. During the term of this Agreement, the Board shall provide full-time custodians upon “permanent: hire with (1) cold weather parka.

D. The Board shall supply the appropriate number of set(s) of rain gear to be stored at the school for use by the custodial staff and that which will remain the property of the Board of Education. (This is exclusive of the custodian's cold weather parka.)

ARTICLE XI

EXTRA CURRICULAR ACTIVITIES

Extra-curricular sponsors and coaches shall be compensated in accordance with the schedule cited below. Placement on this guide shall be made in accordance with the number of year's experience in the activity.

<b>2010/2011</b>	1-3 yrs	4-6 yrs	7-9 yrs	10+yrs
Band Director	\$1,586	\$1,804	\$2,235	\$2,525
Basketball (Boys)	\$1,586	\$1804	\$2,235	\$2,525
Basketball (Girls)	\$1,586	\$1,804	\$2,235	\$2,525
Computer Club	\$1,586	\$1,804	\$2,235	\$2,525
Newspaper	\$144.00 per issue with a maximum of 5 issues.			
Student Council Advisor	\$1,586	\$1,804	\$2,235	\$2,525

<b>2011/2012</b>	1-3 yrs	4-6 yrs	7-9 yrs	10+yrs
Band Director	\$1,610	\$1831	\$2,269	\$2,563
Basketball (Boys)	\$1,610	\$1831	\$2,269	\$2,563
Basketball (Girls)	\$1,610	\$1,831	\$2,269	\$2,563
Computer Club	\$1,610	\$1,831	\$2,269	\$2,563
Newspaper	\$146.00 per issue with a maximum of 5 issues.			
Student Council Advisor	\$1,610	\$1,831	\$2,269	\$2,563



2012/2013	1-3 yrs	4-6 yrs	7-9 yrs	10+yrs
Band Director	\$1,634	\$1858	\$2,303	\$2,601
Basketball (Boys)	\$1,634	\$1858	\$2,303	\$2,601
Basketball (Girls)	\$1,634	\$1,858	\$2,303	\$2,601
Computer Club	\$1,634	\$1,858	\$2,303	\$2,601
Newspaper	\$148.00 per issue with a maximum of 5 issues.			
Student Council Advisor	\$1,634	\$1,858	\$2,303	\$2,601

## ARTICLE XII

### SCHOOL ASSEMBLY PROGRAMS

Teachers shall be reimbursed by the Board for the costs of materials necessary for the production of school assembly programs. Said reimbursement shall be made within five (5) days after the Board meeting immediately following application for reimbursement. All expenditures must receive prior approval of the administration.

## ARTICLE XIII

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. **Use of School Building**

The Association shall have the right to use school facilities and equipment including typewriters, duplication equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. Prior administrative approval must be obtained. All equipment must be used on the school grounds and at times that such usage will not interfere with normal central office and other administrative activities. The Association shall reimburse the Board for any damage of the above equipment and facilities due to negligence by an Association member in the course of Association business. The Association and the Board shall mutually agree that such damage occurred in the conducting of Association business by an Association member and was negligent in nature, it being understood that such agreement shall not be unreasonably withheld.

#### B. **Mail Facilities and Mail Boxes**

The Association shall have the right to use the inter-school mail facilities and school mail boxes. Prior administrative approval must be acquired.

ARTICLE XIV  
REPRESENTATION FEE

A. **Representation Fee**

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

B. **Certification of Fee**

1. Amount

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be the maximum allowed by law.

2. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee shall be equal to the maximum allowed by law (currently 85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. If the law is changed with regard to the amount of the representation fee, then the representation fee will be changed to the maximum allowed by law.

C. **Deduction Procedure**

1. Notification

Prior to November 1, of each year, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board shall deduct from the salaries of said employees, in accordance with section 2 below, the full amount of representation fee and promptly transmit the amount so deducted to the Association. The Board will provide the Association with a list by building of all new employees who are unit members.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) ten (10) days after receipt of the aforesaid list by the Board; or
- b) thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-negotiating unit position or was on layoff, in which event the deductions will begin with the first paycheck ten (10) days after the resumption of the employee's employment in a negotiating unit position, whichever is later.

3. Termination

If any employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in section 1 above and/or the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

**D. Indemnification and Save Harmless Provision**

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

2. Exception

It is expressly understood that section 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, sexual preference, religion, national origin, sex domicile, or marital status consistent with New Jersey and applicable U.S. statutes.
- B. This agreement incorporates the entire understanding of the parties on matters, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- C. 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.
- D. Any individual teacher contract between the Board and an individual, heretofore or hereafter executed during the term of this contract, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract teacher contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. Custodians shall continue the practice of executing annual employment contracts with the Board. Custodians shall not receive tenure.



- F. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- G. Whenever any notice is required to be given by either of the parties of this Agreement, either party shall do so at the following addresses:
1. If by the Association, to the Office of the Superintendent, Netcong School District, 26 College Road, Netcong, NJ 07857.
  2. If by the Board, to the Association President, Netcong Public School, 26 College Road, Netcong, NJ 07857.
- H. The Board will provide a safe working environment in accordance with state and federal laws and regulations.
- I. Upon completion of the sixty (60) day probationary period, the Board shall provide custodians with uniforms.
- J. The Board shall reimburse custodians for the cost of renewing a black seal license and Asbestos Operation Certificate.

ARTICLE XVI

PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after official ratification by both parties. This Agreement shall be presented to all employees, now employed, and hereafter employed.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall continue in effect through June 30, 2013 subject to the Association's right to negotiate over a successor agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective secretaries and presidents, all on the day and year written below.

NETCONG TEACHERS'  
ASSOCIATION INCORPORATED

NETCONG BOARD OF EDUCATION

By: Catherine M. DiSto  
President

By: Todd R. Morton  
President

By: Kimberly Rubino  
Secretary

By: Kristine M. Sauer  
Secretary

Date \_\_\_\_\_

## LONGEVITY SCHEDULE

	2010-2011	2011-2012	2012-2013
15-19 YEARS OF SERVICE	\$2,075	\$2,075	\$2,075
20-24 YEARS OF SERVICE	\$2,346	\$2,346	\$2,346
25-29+ YEARS OF SERVICE	\$2,597	\$2,597	\$2,597

## SCHEDULE B

The Board shall determine the starting salary of all newly hired custodians.

Salaries of all custodians re-employed for July 1, 2010 to June 30, 2011 shall be increased by 1.5% of their base salary of 2009-2010.

Salaries of all custodians re-employed for July 1, 2011 to June 30, 2012 shall be increased by 1.5% of their base salary of 2010-2011.

Salaries of all custodians re-employed for July 1, 2012 to June 30, 2013 shall be increased by 1.5% of their base salary of 2011-2012.

## SALARY GUIDES

**YEAR 1**  
2010-11

*Netcong*

Salary Guide Step	BA	BA+15	BA+30/MA	MA+15	MA+30
0-1	45,657	47,585	49,514	53,371	55,299
2	45,961	47,890	49,818	53,675	55,604
3	46,266	48,194	50,123	53,980	55,908
4	46,570	48,499	50,427	54,284	56,213
5	46,738	48,666	50,595	54,452	56,380
6	47,296	49,224	51,153	55,010	56,938
7	48,108	50,036	51,965	55,822	57,750
8	49,021	50,950	52,878	56,735	58,664
9	50,661	52,589	54,518	58,375	60,303
10	52,884	54,812	56,741	60,598	62,526
11	55,817	57,745	59,674	63,531	65,459
12	58,953	60,882	62,810	66,667	68,596
13	62,293	64,221	66,150	70,007	71,935
14	65,835	67,763	69,692	73,549	75,477
15	69,580	71,509	73,437	77,294	79,223
16	73,529	75,457	77,386	81,243	83,171
17	77,680	79,608	81,537	85,394	87,322

## SALARY GUIDES

**YEAR 2**

**2011-12**

*Netcong*

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	46,142	48,072	50,002	53,862	55,792
<b>1-2</b>	46,342	48,299	50,257	54,172	56,128
<b>3</b>	46,650	48,608	50,565	54,480	56,438
<b>4</b>	46,960	48,917	50,875	54,790	56,747
<b>5</b>	47,269	49,226	51,183	55,098	57,056
<b>6</b>	47,439	49,396	51,354	55,269	57,226
<b>7</b>	48,005	49,962	51,920	55,835	57,792
<b>8</b>	48,830	50,787	52,744	56,659	58,616
<b>9</b>	49,756	51,714	53,671	57,586	59,544
<b>10</b>	51,421	53,378	55,336	59,251	61,208
<b>11</b>	53,677	55,634	57,592	61,507	63,464
<b>12</b>	56,654	58,611	60,569	64,484	66,441
<b>13</b>	59,837	61,795	63,752	67,667	69,625
<b>14</b>	63,227	65,184	67,142	71,057	73,014
<b>15</b>	66,823	68,779	70,737	74,652	76,609
<b>16</b>	70,624	72,582	74,539	78,453	80,411
<b>17</b>	74,632	76,589	78,547	82,462	84,419
<b>18</b>	78,845	80,802	82,760	86,675	88,632

## SALARY GUIDES

**YEAR 3**

**2012-13**

*Netcong*

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0-1</b>	46,837	48,787	50,737	54,637	56,587
<b>2-3</b>	47,037	49,023	51,011	54,985	56,970
<b>4</b>	47,350	49,337	51,323	55,297	57,285
<b>5</b>	47,664	49,651	51,638	55,612	57,598
<b>6</b>	47,978	49,964	51,951	55,924	57,912
<b>7</b>	48,151	50,137	52,124	56,098	58,084
<b>8</b>	48,725	50,711	52,699	56,673	58,659
<b>9</b>	49,562	51,549	53,535	57,509	59,495
<b>10</b>	50,502	52,490	54,476	58,450	60,437
<b>11</b>	52,192	54,179	56,166	60,140	62,128
<b>12</b>	54,482	56,469	58,456	62,430	64,416
<b>13</b>	57,504	59,490	61,478	65,451	67,438
<b>14</b>	60,735	62,722	64,708	68,682	70,669
<b>15</b>	64,175	66,162	68,149	72,123	74,109
<b>16</b>	67,825	69,811	71,798	75,772	77,758
<b>17</b>	71,683	73,671	75,657	79,630	81,617
<b>18</b>	75,751	77,738	79,725	83,699	85,685
<b>19</b>	80,028	82,014	84,001	87,975	89,961



ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall continue in effect through June 30, 2013 subject to the Association's right to negotiate over a successor agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective secretaries and presidents, all on the day and year written below.

NETCONG TEACHERS'  
ASSOCIATION INCORPORATED

NETCONG BOARD OF EDUCATION

By: Catherine M. DeSito  
President

By: Todd R. Morton  
President

By: Kimberly Arbolino  
Secretary

By: Kristine M. Merrer  
Secretary

Date December 8, 2011

