

**Agreement Between**

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

**AND**

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

**July 1, 2012-June 30, 2015**

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## ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated full or part time ten (10) month and twelve (12) month teaching staff members, excluding supervisors, administrators, confidential employees, per diem (or hourly) employees, and all other employees of the Board. Unless otherwise indicated, the term "teacher," or "teaching staff member" when used hereinafter in this agreement shall refer to all certificated employees represented by the Association in the negotiating unit as described above.

## ARTICLE II – NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to initiate negotiations over a successor agreement in accordance with the timelines set forth in PERC regulations (*N.J.A.C. 19:2-12.1*). Information, proposals and counter-proposals will be exchanged in accordance with applicable law.

## ARTICLE III – GRIEVANCE PROCEDURE

### **A. Definitions**

1. A grievance is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
2. The term grievant shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees, or the Association on behalf of itself.

To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) calendar days of the time the grievant knew or should have known of its occurrence.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The

time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days.

**C. Procedure**

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

**End-of-Year Grievance**

In the event a written grievance is filed in June and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, by consent in writing of both parties herein, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. In no manner shall this paragraph be construed to extend any grievance beyond the time limited by this article.

**Level One:** Any employee who has a grievance shall discuss it first in a private, informal conference between the parties involved or with his/her immediate supervisor in an attempt to resolve this matter informally at that level. The employee has a right to representation at all levels of the grievance procedure.

**Level Two:** If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he/she shall set forth his/her grievance in writing to the grievant's immediate supervisor within ten (10) calendar days of the occurrence or omission giving rise to the grievance specifying:

- (a) the nature of the grievance and the law, rule, policy, regulation or provisions of the Agreement alleged to be violated;
- (b) the factual circumstances on which the grievance is based;
- (c) the person or persons involved;
- (d) his/her dissatisfaction with decisions previously rendered; and
- (e) the relief and/or adjustment sought.

The supervisor shall communicate his/her decision to the employee in writing within twenty (20) calendar days of receipt of the written grievance.

**Level Three:** The employee, no later than ten (10) calendar days after receipt of the decision in Level Two, may appeal the decision to the Superintendent who shall communicate his/her decision in writing to the employee within twenty (20) calendar days.

**Level Four:** If the grievance is not resolved, the employee may, within twenty (20) calendar days, appeal his/her grievance in writing to the Board with all related documentation.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant within thirty (30) calendar days of receipt of the written appeal, or by the date of the next board meeting, whichever is later. The Board shall render a final decision in writing within twenty (20) calendar days of the hearing.

**Level Five:** If the Association is not satisfied with the Board's disposition of the grievance at Level Four, or if no decision has been rendered within the time frame specified in Level Four, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply.

If the decision of the Board does not resolve the grievance to the grievant's satisfaction and the Association wishes review by an arbitrator, it shall so notify the Board in writing within ten (10) calendar days of receipt of the Board's decision. Grievances concerning: (a) a complaint by an employee which arises by reason of his/her non-renewal; (b) a dispute involving the withholding of a teaching staff member's increment for predominantly evaluative reasons; (c) any matter which according to law is either beyond the scope of the Board authority or limited to action by the Board alone; and (d) any matter for which a method of review is prescribed by law or any rule or regulation of the State Board of Education; shall not be subject to arbitration.

The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to or subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory.

**D. Rights of Employees to Representation**

1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

2. Any grievant may represent himself/herself through the Superintendent's level of this procedure, but shall notify the Association that a grievance has been submitted. Only the Association may process grievances through Board level and arbitration.

**E. Group Grievances**

If a grievance affects a group or class of employees and is based on a Superintendent decision or determination (or if by mutual agreement), the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Three, as long as the specifications for the written grievance at Level Two (subparagraphs a-e) are provided.

**F. Work and Grieve Rule**

It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

**ARTICLE IV – EMPLOYEE RIGHTS AND PRIVILEGES**

**A. Discipline**

Any discipline or criticism by a supervisor, administrator, or Board member of an employee's performance/instructional methodology shall not be made in public.

**B. Required Meetings or Hearings**

Whenever any employee is required to appear before the Superintendent or his/her designee, the Board, or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

**C. Personnel Records**

1. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has received a copy of it. The employee shall also have the right to submit a written answer to such material within twenty (20) workdays, and said answer shall be attached to the file copy.

2. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement. The Superintendent has the right to have an employee present during the review process.

## **ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Release Time for Meeting**  
If the Board or Superintendent (or Superintendent's designee) and the Association mutually agree to schedule a negotiations session or grievance hearing during working hours, then the representative(s) of the Association and the grievant (if applicable) shall suffer no loss of pay.
- B. Representatives of the State and National Association**  
Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times after school hours, and will follow board policy and procedures that apply to visitors.
- C. Use of School Buildings**  
The Association or its designees shall have the right to request to use a school building at all reasonable hours for meetings in accordance with established Board policies and protocols, and the use shall not be unreasonably denied.
- D. Bulletin Boards**  
The Association shall have in each worksite the exclusive use of a bulletin board for Association business only, in an area specifically designated by the Superintendent (e.g., staff dining rooms; staff work rooms).
- E. Mail Facilities**  
The Association shall have the right to reasonable use of the school mailboxes and the district's internal mail delivery system.
- F. Exclusive Rights**  
The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of employees and to no other organizations.
- G. Attendance at Board Meetings**  
The Association president, or his/her designee, may have release time to attend board meetings. At the conclusion of the board meeting, the Association president or designee will return to work.

## **ARTICLE VI – MANAGEMENT RIGHTS**

- A.** The Board hereby retains and reserves unto itself all powers, rights, authority, prerogatives, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:



1. The executive management and administrative control of the Board and its properties and facilities and activities of its employees by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Board.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and to determine work schedules to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.

4. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee.

5. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient and non-productive or for other legitimate reason.

6. The Board reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the school district.

- B. Nothing contained herein shall be construed to deny or restrict the Board of any of its rights, responsibilities and authority under any relevant statutes, regulations and/or with the laws of New Jersey and the United States.

#### ARTICLE VII – EMPLOYMENT PROCEDURES

- A. On or before May 15<sup>th</sup> of each year, or in accordance with applicable New Jersey statutes and regulations, the Board shall provide to each non-tenured or fixed-term employee either:
1. A written offer of a contract for employment for the next succeeding year; or
  2. A written notice that such employment shall not be offered
- B. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

## **ARTICLE VIII – DAYS AND HOURS OF WORK**

- A. The work year shall be one hundred eighty-two (182) days for teachers and staff and one hundred eighty (180) days for students.
- B. Teachers are entitled to one thirty (30) minute preparation period per day. The Association agrees that the ability to take a preparation period is dependent on the students' needs, and if a preparation period is missed, the Administration will make every effort to schedule a make-up period in the same work week.
- C. Weekly after-school meetings for teaching staff members will be scheduled only during weeks when school is scheduled to be in session for a full week.

## **ARTICLE IX – SALARIES AND OTHER FORMS OF REMUNERATION**

- A. Salary schedules for the various categories of employees are attached hereto and made a part hereof.
- B. Employees who are required to use their vehicles to travel between work sites shall be reimbursed at the State mileage rate.
- C. The Board shall implement a direct deposit plan during the regular school year. The Board agrees not to discontinue an employee's direct deposit except in extraordinary circumstances and except for the last paycheck in June for all 10 month employees.
- D. Any employee who is employed as of September 1, 2012 shall receive a one-time non-pensionable stipend of \$200.00, except for those employees who are enrolled in the indemnity plan as of September 1, 2012, who shall receive a one-time non-pensionable stipend of \$400.00. These non-pensionable stipend payments will occur within forty-five (45) days of ratification by both the Board and the Association.

## **ARTICLE X – VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. No later than five (5) business days after the June Board meeting, or as soon as is practical, the Superintendent shall deliver to the Association a list of employees who will be transferred or reassigned and the position and school to which they will be transferred or reassigned.

- B. Employees who desire to transfer to another worksite or seek a reassignment may file a written statement of such desire with the Superintendent or designee. Such statement shall include the worksite or worksites to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than March 30.
- C. Two weeks' notice of an involuntary transfer or reassignment shall be given to employees, except in cases of emergency where a shorter time period is required.
- D. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent or the Assistant Superintendent shall meet with him/her.
- E. Any employee whose assignment is changed shall be provided custodial assistance in moving equipment and materials to the reassigned work site.

#### ARTICLE XI – EMPLOYEE EVALUATION

- A. **Tenured Teacher Evaluation**  
In accordance with applicable New Jersey statutes and regulations, tenured teachers shall be observed at least one (1) time annually to be followed by an observation/evaluation report and a conference between the teacher and his/her supervisor for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become part of his/her permanent record. This will signify that the evaluation has been read by the teacher. Any rebuttal by the teacher will be permanently attached to the original evaluation.
- B. **Non-Tenured Teacher Evaluation**  
In accordance with applicable New Jersey statutes and regulations, non-tenured teachers shall be observed by their supervisors at least three (3) times each school year to be followed in each instance by an observation/evaluation report and a conference between the teacher and his/her supervisor for the purpose of identifying deficiencies, extending assistance for their correction, and improving instruction. Each teacher must sign the evaluation that will become part of his/her permanent record. This will signify that the evaluation has been read by the teacher. Any rebuttal by the teacher will be permanently attached to the original evaluation.
- C. **General Criteria**

An employee shall be given a copy of any visit or evaluation report prepared by the evaluators within a reasonable period of time. No employee shall be required to sign a blank or incomplete evaluation form.

#### **ARTICLE XII – JOB POSTING PROCEDURES**

- A. All unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
- B. A notice shall be posted at each worksite as far in advance as practicable, but no less than ten (10) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association President at the time of posting.
- C. During the months of July and August, the Administration shall forward by memorandum or email notices of any vacant position to the Association President.
- D. The qualifications for the position and duties shall be clearly set forth in the posting.

#### **ARTICLE XIII - SICK LEAVE AND COMPENSATION FOR UNUSED SICK LEAVE**

##### **A. SICK LEAVE**

- 1. Sick leave is defined to mean the absence from one's post of duty because of personal disability due to illness or injury.
- 2. All ten (10) month employees shall be entitled to 10 sick days each school year as of the first workday of said school year.
- 3. All twelve (12) month employees shall be entitled to 12 sick days each year as of July 1.
- 4. All unused sick days shall be accumulated from year to year with no maximum limit.
- 5. All employees shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each school year.

##### **B. COMPENSATION FOR UNUSED SICK LEAVE**

- 1. The Board of Education will compensate certified staff members for unused sick days upon retirement, death or a reduction in force ("RIF")

after completion of eight (8) contracted work years with the Morris-Union Jointure Commission as follows:

2. Payment for unused sick leave upon death or a RIF after the completion of eight (8) contracted work years with the Morris-Union Jointure Commission Board of Education will be capped at \$12,500.00 or an amount established by New Jersey law, whichever is less. An employee will be reimbursed for one-third (1/3) of the accumulated sick days at a rate of 25% of the per diem rate based on the final year's salary up to 120 days. An employee dismissed for cause will not be eligible for this benefit.
3. Retirement is defined as the approval of a pension by the Division of Pensions for the Teachers' Pension and Annuity Fund (TPAF). Upon formally filing papers with the Division of Pensions and receiving approval for a pension, an employee will be reimbursed at one-eighth (1/8) of the per diem rate of the final year's salary for the first 100 days. Days over 100 will be reimbursed at one-quarter (1/4) of the per diem rate of the final year's salary with a cap of \$12,500 or an amount established by New Jersey law, whichever is less.

#### ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:
- B. **Personal Leave**
  1. The Board of Education will provide for employees' compensated absence for reason of personal necessity. Personal matters refer to activities that require the employee's presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.
  2. Ten (10) month and twelve (12) month employees will be allotted personal/family illness days ("personal days") as follows: Employees who are full-time will receive five (5) personal days per year. Employees who work 20 hours or more per week but less than a full-time schedule will receive three (3) personal days per year. Employees who work less than 20 hours per week will not be eligible for any personal days.
  3. Staff beginning employment during the year or after September 1<sup>st</sup> (ten-month staff) or July 1<sup>st</sup> (twelve-month staff) shall receive a pro-rated number of days based on the number of whole months remaining in the school year. The decimal portion of the calculation will be rounded down to the nearest whole day.

4. Employees must submit personal leave requests to their immediate supervisor five (5) working days prior to the requested absence, on the form provided. Advance requests for personal leave may only be denied if 10% of certified staff members in each school rounded down to the nearest whole number but no less than 1 has already been granted personal leave on the same day. The 10% will be based on the number of certified staff in each building on the first day of school. The five (5) day limit is waived in cases of emergency or urgent reason.
5. Personal leave may be used any time during the school year, with the following exceptions. Personal days may not be taken immediately before or after a vacation day or when school is closed. Personal leave may also not be taken during the first five (5) days of school or the last five (5) days of school.
6. Personal days that are not utilized during the year shall be added to the employee's accumulated sick leave and will be available for future use as sick leave or for the purpose of compensation for unused sick days in accordance with Article XIII B.

**C. Bereavement Leave**

1. Bereavement leave with pay will be provided for the sole purpose of arranging, attending funeral services, and providing for a reasonable mourning period.
2. For death in the employee's immediate family (mother, father, sister, brother, daughter, son, spouse, mother-in-law, father-in-law, and grandchild): not to exceed five (5) consecutive work days in any one instance.
3. For death of an employee's grandmother, grandfather, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law: not to exceed three (3) consecutive work days in any one instance.
4. For death in the employee's non-immediate family (nephew, niece, aunt, uncle, and cousin): not to exceed two (2) consecutive work days in any one instance.
5. In each instance, the approval of the Superintendent must be obtained in writing.

6. Any days not utilized during that school year will not be carried over to the following school year.

**D. Jury Duty**

Employees who are called to jury duty shall receive full pay for all time served on jury duty, in accordance with New Jersey law.

**ARTICLE XV - EXTENDED LEAVES OF ABSENCE**

- A. Employees shall be entitled to disability leave including pregnancy disability according to law and Board policy.
- B. Once an employee has exhausted entitlements under law and board policy they shall be entitled to childrearing leave until the end of the school year in which the baby is born or adopted.

**ARTICLE XVI – TUITION REIMBURSEMENT**

- A. The Board of Education encourages all employees to enroll in courses of advanced education and will provide tuition reimbursement to those who successfully complete such courses and meet the criteria listed below.
- B. Approval by the Superintendent for tuition reimbursement up to a total of twelve (12) credits taken between July 1<sup>st</sup> and June 30<sup>th</sup> of a given school year will be based on the criteria and requirements set forth in this article.
- C. Tuition reimbursement will be considered for the first semester following the certificated staff member's acquisition of tenure.
- D. Courses, including on-line or distance learning courses, must be offered by an institution of higher education as defined by *N.J.S.A. 18A:3-15.3*. Additionally, the course or degree must be related to the employee's current or future job responsibilities.
- E. Courses must be at the graduate level, and must be taken after the award of the last earned degree.
- F. The Superintendent must approve course registration prior to registration.
- G. Completed tuition reimbursement forms must be submitted to the immediate supervisor no later than September 15<sup>th</sup> for the Fall semester, January 15<sup>th</sup> for the Spring semester, and May 15<sup>th</sup> for the Summer semester of the course registration year.
- H. Tuition reimbursement will be given only after the successful completion of the course, which must be demonstrated by an earned grade of "B" or

better. In the event that the course is offered exclusively on a Pass/Fail basis, tuition reimbursement will be given only if a "Pass" is earned. Proof of academic achievement must be by official transcript or documentation by the college or university, and submitted directly to the Superintendent by the institution in which the course was taken.

- I. Tuition reimbursement will not be approved for courses leading to the certification required for the staff member's present position.
- J. Tuition reimbursement shall not exceed the average tuition charged by the following State Universities: Kean, Rutgers, Montclair, and Jersey City.
- K. The Board's annual tuition costs will be capped at a maximum of \$21,000 for each year of this Agreement. The annual capped amount will be allocated as follows: one-third for the Summer semester; one-third for the Fall semester; and one-third for the Spring semester. Unused funds in one semester will carry over and can be used in a subsequent semester within the same school year; however, unused funds at the end of the school year will not carry over into the subsequent school year.
- L. The amount of tuition reimbursement that will be paid per credit will be determined by dividing the total tuition reimbursement pool of money for that semester and dividing that amount by the total of approved credits taken during that semester.
- M. A return of service obligation shall apply to employees receiving tuition reimbursement. Following the receipt of each tuition reimbursement payment, the employee shall be required to remain employed in the district for a period equal to two contract years. In the event the employee fails to remain employed in the district for the required period of service, repayment shall be made to the Board of Education at the following rates:
  - 1. Less than one (1) year of employment after reimbursement – 100% repayment
  - 2. More than one (1) year, but less than two (2) years of employment after reimbursement – 50% repayment.
  - 3. Upon two (2) years of employment after reimbursement – no repayment.

The return of service obligation shall not apply in cases of non-renewal, RIF, permanent disability, or death.

If an employee leaves the district and has not paid the tuition reimbursement back, the Board will deduct the money from the employee's last paycheck.



## ARTICLE XVII – MENTORS AND PROVISIONAL TEACHERS

- A. The administration will make every attempt to fill mentoring positions with volunteers. The Superintendent will retain authority to assign mentoring positions.
- B. Training for mentors will be provided by the district or by the New Jersey Department of Education.
- C. Mentors shall receive the fee in the amount established by the New Jersey Department of Education. Said fee shall be paid by the mentee in accordance with district procedures.

## ARTICLE XVIII – PROTECTION OF EMPLOYEES

- A. The District will provide all necessary training in conformance with applicable state laws and regulations, and may include crisis intervention training. If a member of the bargaining unit conducts staff training at the request of the administration, and if that training occurs on a day when that employee would otherwise not be required to report to work, that employee will be compensated at his/her per diem rate, pro-rated based on the number of training hours provided. (Per diem rate = 1/200 (10 month employees) 1/240 (12 month employees) of the employee's annual salary.)
- B. An employee may use reasonable means, as is necessary, to protect the safety and health of students and district personnel in accordance with *N.J.S.A. 18A:6-1* and applicable case-law.
- C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor, and to the school nurse. The employee will be required to complete an incident report/form documenting the circumstances at the time of the injury, or as soon thereafter as practicable.
- D. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Board shall comply with *N.J.S.A. 18A:16-6* (Indemnity of Officers and Employees Against Civil Actions) and *N.J.S.A. 18A:16-6.1* (Indemnity of Officers and Employees Against Criminal Actions).
- E. The Board shall fully comply with all aspects of applicable Workers Compensation laws when employees are injured in the course of their employment.

## ARTICLE XIX – HEALTH AND SAFETY

- A. The Board shall be bound by all applicable local, state and federal statutes and regulations regarding health and safety and shall make available personal protective equipment as required by such laws.
- B. The district will have a Health and Safety Committee, which shall include representative(s) from the bargaining unit, administration, and other groups of employees (such as teacher assistants, etc.).

## ARTICLE XX INSURANCE PROTECTION

- A. The Board of Education will provide a POS health care plan for staff members who are employed for twenty hours or more per week. Employees will be offered the opportunity to buy up to a PPO plan. If they chose to do so, employees will be responsible for the difference in the premium between the POS and PPO plans. Employees enrolled in the indemnity plan prior to July 1, 2002 may continue participating in that plan. However, if an employee discontinues this plan for any reason, re-enrollment in the indemnity plan is not permitted. Effective June 30, 2013, the indemnity plan shall be eliminated.
- B. Eligible employees may obtain coverage for their dependents as follows:
  - 1. For employees with less than three years of continuous employment, the Board of Education will pay 90% of the dependent premium for the POS plan. The employee is responsible for any difference between this amount and the premium for dependent coverage for the PPO plan.
  - 2. For employees with more than three years of continuous employment, the Board of Education will pay 100% of the dependent premium for the POS plan. The employee is responsible for any difference between this amount and the premium for dependent coverage for the PPO plan.
  - 3. Employees hired between July 1, 1991 and July 1, 2002, who are grandfathered in the indemnity plan for single coverage, will pay 100% of the dependent indemnity plan premium. Employees hired prior to July 1, 1991 with Board paid dependent coverage will be allowed to retain this level of benefit.
- C. Group life insurance benefits may be provided to staff members as per plan.
- D. Employees, who are eligible for employer paid medical, dental, and vision benefits, will be entitled to such benefits as in this policy effective the first day of the following month.

- E. Employees shall contribute to their medical insurance coverage in accordance with Chapter 78, P.L. 2011 or Board policy, whichever is greater.
- F. There shall be no stacking of health benefit contributions.

**ARTICLE XXI – DEDUCTIONS FROM SALARY AND REPRESENTATION FEE**

**A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of its employees dues for the Association, the Union County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, *N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e)* and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of membership dues and that any Association, which shall change the rate of its membership dues shall give the Board at least 30 days prior written notice of such change.

**B. Representation Fee**

1. The Board shall deduct from the pay of all non-member employees in the unit a representation fee, in lieu of dues, for services rendered by the NJEA in accordance with *N.J.S.A. 34:13A-5.5*.

2. The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board receives said notice.

3. The Association agrees to maintain a Demand and Return System in accordance with *N.J.S.A. 34:13A-5.5c*.

**C. Indemnification**

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise

out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article.

## **ARTICLE XXII – MISCELLANEOUS PROVISIONS**

- A. Non-Discrimination**  
The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, or sexual orientation, or any other protected category as defined by the N.J. Law Against Discrimination.
- B. Separability**  
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Posting of Contract on Website**  
The parties agree that a PDF file containing a copy of the negotiated agreement, signed by both parties, will be posted on the district's internal website.


ARTICLE XXIII – DURATION OF THE AGREEMENT

This agreement shall be in effect July 1, 2012 through June 30, 2015.


In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries on this 15<sup>th</sup> day of November, 2012.


Morris-Union Jointure Commission  
Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Morris-Union Jointure Commission  
Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**YEAR 1**  
**2012-13**      **TEACHERS, BEHAVIOR SPECIALISTS**  
**AND NURSES**

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+30MA</b>	<b>BA+45MA</b>	<b>BA+60MA</b>
1	46,082	47,513	49,159	51,263	53,252	55,344
2	46,582	48,013	49,659	51,763	53,752	55,844
3	47,082	48,513	50,159	52,263	54,253	56,344
4	47,582	49,013	50,659	52,763	54,753	56,844
5	48,529	49,990	51,670	53,819	55,849	57,985
6	49,496	50,988	52,703	54,897	56,970	59,151
7	50,483	52,006	53,757	55,998	58,114	60,341
8	51,491	53,046	54,834	57,122	59,282	61,556
9	52,520	54,108	55,934	58,269	60,475	62,796
10	53,571	55,192	57,056	59,441	61,693	64,063
11	54,644	56,299	58,202	60,637	62,937	65,356
12	55,739	57,429	59,372	61,858	64,206	66,677
13	56,858	58,583	60,567	63,105	65,502	68,025
14	57,999	59,762	61,787	64,378	66,826	69,401
15	59,165	60,964	63,032	65,678	68,177	70,806
Top	60,923	62,722	64,790	67,436	69,935	72,564
Long 2	63,488					80,951
Long 1	67,879			74,468		88,906
Off 1	52,626					

**YEAR 2**  
**2013-14**      **TEACHERS, BEHAVIOR SPECIALISTS**  
**AND NURSES**

Salary Guide						
Step	BA	BA+15	BA+30	BA+30MA	BA+45MA	BA+60MA
1	46,312	47,743	49,389	51,493	53,482	55,574
2	46,812	48,243	49,889	51,993	53,982	56,074
3	47,312	48,743	50,389	52,493	54,483	56,574
4	47,812	49,243	50,889	52,993	54,983	57,074
5	48,759	50,220	51,900	54,049	56,079	58,215
6	49,726	51,218	52,933	55,127	57,200	59,381
7	50,713	52,236	53,987	56,228	58,344	60,571
8	51,721	53,276	55,064	57,352	59,512	61,786
9	52,750	54,338	56,164	58,499	60,705	63,026
10	53,801	55,422	57,286	59,671	61,923	64,293
11	54,874	56,529	58,432	60,867	63,167	65,586
12	55,969	57,659	59,602	62,088	64,436	66,907
13	57,088	58,813	60,797	63,335	65,732	68,255
14	58,229	59,992	62,017	64,608	67,056	69,631
15	59,395	61,194	63,262	65,908	68,407	71,036
Top	61,163	62,952	65,020	67,666	70,165	72,794
Long 2	63,718					81,181
Long 1	68,109			74,698		89,136
Off 1	52,856					

**YEAR 3**  
**2014-**      **TEACHERS, BEHAVIOR SPECIALISTS**  
**15**                      **AND NURSES**

<b>Salary Guide</b>						
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+30MA</b>	<b>BA+45MA</b>	<b>BA+60MA</b>
1	46,572	48,003	49,649	51,753	53,742	55,834
2	47,072	48,503	50,149	52,253	54,242	56,334
3	47,572	49,003	50,649	52,753	54,743	56,834
4	48,072	49,503	51,149	53,253	55,243	57,334
5	49,019	50,480	52,160	54,309	56,339	58,475
6	49,986	51,478	53,193	55,387	57,460	59,641
7	50,973	52,496	54,247	56,488	58,604	60,831
8	51,981	53,536	55,324	57,612	59,772	62,046
9	53,010	54,598	56,424	58,759	60,965	63,286
10	54,061	55,682	57,546	59,931	62,183	64,553
11	55,134	56,789	58,692	61,127	63,427	65,846
12	56,229	57,919	59,862	62,348	64,696	67,167
13	57,348	59,073	61,057	63,595	65,992	68,515
14	58,489	60,252	62,277	64,868	67,316	69,891
15	59,655	61,454	63,522	66,168	68,667	71,296
Top	61,413	63,212	65,280	67,926	70,425	73,054
Long 2	63,978					81,441
Long 1	68,369			74,958		89,396
Off 1	53,116					



**YEAR 1**  
**2012-**  
**13**

**THERAPISTS AND  
 TRANSITION COORDINATORS**

<b>Salary Guide</b>				
<b>Step</b>	<b>OT</b>	<b>PT</b>	<b>SLS</b>	<b>TC</b>
1	64,215	70,535	65,789	72,181
2	64,715	71,035	66,289	72,681
3	65,215	71,535	66,789	73,181
4	65,715	72,035	67,289	73,681
5	66,513	72,912	68,107	74,580
6	67,321	73,801	68,935	75,490
7	68,935	75,589	70,598	77,364
8	70,598	77,414	72,299	79,288
9	72,305	79,288	74,043	81,206
10	74,060	81,206	75,837	83,174
11	75,837	83,174	77,668	
12	77,668	85,191	79,549	
13	79,549	87,258	81,467	
14	81,473	89,375	83,447	
15	83,447	91,547	85,471	
<b>Top</b>	<b>85,605</b>	<b>93,605</b>	<b>87,529</b>	<b>86,914</b>
<b>Long 2</b>				
<b>Long 1</b>	<b>90,457</b>			
<b>Off 1</b>				

**YEAR 2**

**2013-  
14**

**THERAPISTS AND  
TRANSITION COORDINATORS**

**Salary Guide**

<b>Step</b>	<b>OT</b>	<b>PT</b>	<b>SLS</b>	<b>TC</b>
1	64,445	70,765	66,019	72,411
2	64,945	71,265	66,519	72,911
3	65,445	71,765	67,019	73,411
4	65,945	72,265	67,519	73,911
5	66,743	73,142	68,337	74,810
6	67,551	74,031	69,165	75,720
7	69,165	75,819	70,828	77,594
8	70,828	77,644	72,529	79,518
9	72,535	79,518	74,273	81,436
10	74,280	81,436	76,067	83,404
11	76,067	83,404	77,898	
12	77,898	85,421	79,779	
13	79,779	87,488	81,697	
14	81,703	89,605	83,677	
15	83,677	91,777	85,701	
Top	85,735	93,835	87,759	87,144
Long 2				
Long 1	90,687			
Off 1				

**YEAR 3**  
**2014-**  
**15**

**THERAPISTS AND  
 TRANSITION COORDINATORS**

**Salary Guide**

<b>Step</b>	<b>OT</b>	<b>PT</b>	<b>SLS</b>	<b>TC</b>
1	64,705	71,025	66,279	72,671
2	65,205	71,525	66,779	73,171
3	65,705	72,025	67,279	73,671
4	66,205	72,525	67,779	74,171
5	67,003	73,402	68,597	75,070
6	67,811	74,291	69,425	75,980
7	69,425	76,079	71,088	77,854
8	71,088	77,904	72,789	79,778
9	72,795	79,778	74,533	81,696
10	74,540	81,696	76,327	83,664
11	76,327	83,664	78,168	
12	78,168	85,681	80,039	
13	80,039	87,748	81,957	
14	81,963	89,865	83,937	
15	83,937	92,037	85,961	
Top	85,995	94,095	88,019	87,404
Long 2				
Long 1	90,947			
Off 1				