

AGREEMENT

between

THE BOARD OF EDUCATION

and

THE DENVILLE EDUCATION ASSOCIATION

DENVILLE TOWNSHIP

MORRIS COUNTY, NEW JERSEY

Effective

July 1, 2006

Through

June 30, 2009

PREAMBLE

This is the Agreement entered into this 1st day of July, 2006, by and between the Board of Education of the Township of Denville in the County of Morris, State of New Jersey, (hereinafter “the Board”), and the Denville Education Association of the Township of Denville, County of Morris, State of New Jersey, (hereinafter “the Association”).

TERM

This Agreement reached between the Board and the Association outlines the terms and conditions of employment of the covered employees for the school years 2006-2007, 2007-2008 and 2008-2009.

ARTICLE 1 **RECOGNITION**

A. Unit.

The Board hereby recognizes the Denville Education Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for non-certified personnel, but excluding the administrative assistant to the superintendent, administrative assistant to the business administrator, director of technology, transportation coordinator, maintenance specialist, accounts payable bookkeeper, and payroll bookkeeper.

B. Definition

Unless otherwise indicated, the term “employee”, when used in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as above defined, and references to males shall include females.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into negotiations over a successor agreement. Such negotiations shall begin with a meeting between the parties not later than January 1 prior to the last day of this Agreement.

B. At the initial meeting each side shall present its complete proposal(s) in writing.

ARTICLE 3
GRIEVANCE PROCEDURE

A. A DEA member shall have the right to appeal the application of terms and conditions of employment, which are in violation of the contract and administrative decisions involving the terms, and conditions of employment. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate a representative of the Denville Education Association or another person of his own choosing to appear with him or for him at any step in his appeal.

B. 1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level. Such discussions must take place within thirty (30) normal work days of alleged occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall set forth his complaint in writing to the principal (or immediate superior or department head, if applicable). The principal shall communicate his decision to the employee in writing within three (3) work days of receipt of the written complaint.

3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the

grievance from the principal, shall confer with the concerned parties and, upon request, with employees or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) work days.

5. (a) If the aggrieved person is not satisfied with the disposition of his grievance by the Board of Education or if no decision has been rendered within thirty (30) work days after the grievance was delivered to the Board, he may, within five (5) work days after a decision by the Board or thirty-one (31) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to the Public Employee Relations Commission (PERC). If the Association determines that the grievance is meritorious, it may submit the grievance to PERC within thirty (30) work days after receipt of a request by the aggrieved person.

(b) Within ten (10) work days after such written notice of submission to PERC, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to PERC. The parties shall then be bound by the rules and procedures of PERC.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest either with the arbitrator regarding matters of procedural arbitrability or the courts regarding matters of substantive arbitrability.

(e) The costs for the services of the arbitrator, including per diem

expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

(f) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

6. For ten (10) month employees, if any period specified in the terms of the work days should occur at the end of the school year, the period will extend into the following school year for any unexpired work days in that step of the grievance procedure.

ARTICLE 4

PAID LEAVES OF ABSENCE

A. Sick Leave

1. Sick days are to be used only in the case of personal illness or disability of the employee. Employees shall be entitled to an annual sick day allowance as follows:

10 month employees – 10 days

12 month employees – 12 days

2. Unused days shall be accumulative. Reimbursement will be at the rate of \$25.00 a day or one (1) day's pay for every two (2) days accumulated whichever is greater, to a maximum payment of \$7,000.00 upon actual age-service retirement after 25 years of service in the Denville Township School district or actual age-service retirement as defined by Public Employee Retirement System (PERS) or upon a reduction in force if the employee has worked in the district for more than ten years. A day's pay shall be defined as 1/200th of the annual salary for 10 month employees and 1/240th of the annual salary for 12 month employees.

3. Sick leave shall be pro-rated for employees hired after July 1 or after the start of the school year.

4. Upon the employee's death, his or her estate shall be paid for accumulated sick leave as per the above formula in Article 4. A. 2.

5. When an employee is on sick leave beyond her/his allotted number of

days with pay, the deductions from her/his pay will be in the amount of 1/200th (10-month employees) and 1/240th (12 month employees) of her/his annual salary per day.

B. Personal Business Leave

1. A maximum of four (4) days per year for twelve (12) month employees and three (3) days per year for ten (10) month employees shall be granted to attend to matters of emergency personal business which cannot be attended to outside the working day. Personal days may be taken as half days if needed (part days for part time employees). Personal business leave may also be used in case of family illness. Employees are expected to request advance permission from their supervisor. No reason need be given for personal business leave. However, misuse of personal business leave may be grounds for disciplinary action. Personal business leave may be taken on the day before or after a school holiday or vacation only with reason given and upon the approval of the Superintendent or her designee. The Superintendent's decision shall be final and binding and not subject to the grievance or arbitration procedures contained in Article 3 of this Agreement.

2. Unused personal leave shall accumulate in the same manner as sick leave or may be redeemed at the rate of \$50 a day for employees working 7 hours or more and \$25 a day for employees working less than 7 hours a day. Redemption of unused days must be claimed by the end of the contract year. Alternatively, unused personal days may accumulate and be used as family illness days. Personal days converted to family illness days may not be submitted for reimbursement at retirement.

C. Jury Duty

Any staff member who is called and reports to jury duty shall be paid by the Board of Education at his/her daily rate of pay for every day he/she is required to be away from the job for the reason of said jury duty.

D. Bereavement

In the case of death in the immediate family, employees shall be allowed five (5) working days leave of absence without deduction of pay. This leave is exclusive of sick leave allowance. (Immediate family refers to husband, wife, mother, father, child, sister, brother, grandparents, grandchild, of employee or spouse or a family member or partner living in the

employee's household). Immediate family includes step-relative.

In case of death of a relative of second degree, a leave of absence of two (2) days will be allowed without deduction of pay. (Relative of second degree refers to uncle, aunt, niece, nephew, cousin or other in-law or step-relative).

ARTICLE 5

ASSOCIATION RIGHTS

A. Representatives of the Association shall have the right to conduct Association business on school property at all reasonable times, provided that this shall not interfere with normal school operations and that they obtain the prior approval of the building principal.

B. The Association shall have the right to use the inter-school mail facilities, school mail boxes, including internet mailboxes, as it deems necessary provided it does not interfere with regular operation of the schools.

C. The Association shall have the right to use school facilities upon one day's advance notice to the appropriate building administrator.

ARTICLE 6

REPRESENTATION FEE AGREEMENT

A. The parties to this Agreement hereby adopt in full L. 1979, c. 477 (N.J.S.A. 34:13A-5.5 et. seq.). Said adoption pertains solely to the unit represented by the Denville Education Association. The Board agrees to implement the payroll deduction as is presently operative in the District and will include the collection and transmittal of this fee pursuant to the present procedure. The Association agrees to notify the Board of the amount of the Representation Fee to be collected for each listed non-member of the Association. Said Fee shall be no more than the maximum permitted by law. The provisions for collection and transmittal of this Fee shall be governed by L. 1969, c. 233, §1 (N.J.S.A. 52:14-15.9E).

B. Indemnification and Save Harmless Provision

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. It is expressly understood that the provisions 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 by this Article.

ARTICLE 7

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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 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, or marital status.

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 of applications shall continue in full force and effect.

C. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of

this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling; provided, however, that nothing contained in this paragraph shall be interpreted to limit the Board's right to determine initial placement on the salary schedule pursuant to N.J.S.A. 18A:29-9.

D. Modification and Amendment.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

E. Printing Agreement

Within 60 days of ratification of this agreement the Board shall have printed one copy for each unit member, ten copies for Association use and a sufficient number to be distributed to employees who may be hired throughout the life of the agreement. The Association shall bear the responsibility of distributing the contract to all current unit members. The Board shall present the contract to all employees hired after the initial distribution.

F. Motor Vehicle Violations/Stipend

All transportation employees (including mechanics and mechanic's helper(s) must inform the Superintendent within twenty-four (24) hours of any conviction involving a motor vehicle for which 6 points or more has accrued (single incident or aggregate) under any state driver license point revocation system. Each driver will be awarded a \$75.00 stipend upon completion of a point-free year of driving.

G. License Renewal

All mechanics, mechanic's helpers and drivers must have a current, valid bus drivers license. The Board of Education shall reimburse each driver for his/her license renewal fee.

H. Physical Examinations

Each transportation employee (including mechanic and mechanic helpers) will receive, without charge, a physical examination from the school physician every year. If the employee chooses, the employee may have the physical examination performed by his/her personal physician, utilizing the examination form provided by the Board of Education. The maximum reimbursement by Board is \$200.00 per year. Either party can request a second opinion at the party's own expense.

I. Black Seal License

All custodians must possess a Black Seal License. Any training required to obtain the license shall be done on the employee's own time and not during the workday. However, employees who work during the evening shall be provided release time provided they make up the time in the same week. The Board shall pay for the training. If an employee fails the Black Seal License examination, the Board will provide tutoring to the employee to assist with the second examination. Once the employee passes the examination the Board shall pay for the license. Any custodial employee who fails the Black Seal License examination on two attempts, or whose Black Seal License is forfeited or revoked may be terminated with just cause.

J. In-service Training and Other Professional Development

1. All employees may be required to attend in-service training sessions during their regular work year at the Board's discretion. The sessions may be done in hourly increments not to exceed eight (8) hours per year. If the Board requests an employee to be trained more than these eight (8) hours, outside of the regular work day, the employee shall be paid for 2006 - 2007 \$10.44 per hour, for 2007 - 2008 \$10.89 per hour, and for 2008 - 2009 \$11.35 per hour. (These rates are calculated based on the effective rate of \$10.00 per hour in 2005 - 2006. This rate has been increased at the percentage of settlement each year.) The employees may be excused from this training due to personal or professional reasons. Employees will receive notification of training dates/times at least two weeks in advance. The Board or its designee will receive notification of exclusion from attendance at least one week in advance except in cases of emergency.

2. The Board shall pay the full cost of registrations, fees, tuition, materials, and/or other reasonable expenses incurred by the employee in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions provided that these activities are directly related to the employee's current position. Courses or other activities that would qualify an employee for another position are not reimbursable. All requests for attendance at courses, workshops, seminars, conferences, in-service training sessions or other such sessions must be made through the principal or immediate supervisor of the employee. Requests must be made on a form provided by the district and must include estimated costs of attendance. No reimbursement or other compensation will be made if prior approval was not

granted. Requests for reimbursement must include documentary evidence of the expenses incurred. The total amount available for the entire unit for reimbursement under this paragraph in any year shall not exceed \$5,000.00.

K. Clothing

One spring-weight and one winter-weight jacket shall be provided to each daytime custodian, maintenance person, and mechanic. In year one both jackets will be provided. After that, spring and winter will alternate annually. Used jackets shall be returned to the Denville Board of Education following useful life or at termination of employment.

L. Evening Chaperones

Support Staff employees returning to chaperone evening activities shall be compensated at the same rate as teacher chaperones are paid (or would be paid) for the same event.

ARTICLE 8

PERSONNEL RECORDS

A. Derogatory material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The opportunity to review such material shall require that the employee acknowledge receipt thereof by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy

ARTICLE 9

ASSOCIATION –ADMINISTRATION LIAISON

The Association's representatives shall meet with the superintendent at least once every four months during the school year. The purpose of these meetings shall be to discuss

current problems and practices. These meetings shall be scheduled after the work day and shall be attended by the Association's representatives without payment of additional compensation.

ARTICLE 10
EMPLOYMENT PROCEDURES

A. Resignation and Termination

1. An employee resigning from his/her position shall give two weeks notice to the Board. An employee being terminated from his/her position shall be given two weeks notice by the Board, except as otherwise authorized or required by law.

2. Earned vacation shall be paid according to the proportion of time worked to the contract year.

B. Notification

Every effort shall be made to notify employees of their contract and salary status for the ensuing year no later than May 31.

C. Subcontracting

The Board shall discuss matters of subcontracting with the Association and its representatives at least 60 days prior to formal Board action. However, the decision to subcontract remains a nonnegotiable managerial prerogative.

D. Non-Renewal

Non-renewal of any non-certificated employee shall be subject to the provisions of the applicable statute and/or regulation.

ARTICLE 11
WORK YEAR

A. The work year of all employees shall be separately defined for each category of employee.

1. Secretaries

a. 10 month – the work year shall be 192 days, which shall

include five (5) days before the school year begins and five (5) days after the school year ends.

b. 12 month

(1) *District-Wide Support Staff* (240 days) – work year shall extend from July 1 to June 30 excluding when schools are closed for winter vacation in December/January.

(2) *School Secretary* (215 days) – work year shall extend from July 1 to June 30, excluding when schools are closed for Winter Vacation in December – January, the Spring Vacation in March-April, and twenty five (25) days in July-August, unless otherwise agreed upon by immediate supervisor.

c. Any secretary who works days beyond his/her contractual number of work days shall be paid his/her per diem salary (1/240 – District-Wide Support Staff or 1/215 – School Secretary) or may elect an equal number of comp days in lieu of additional salary as mutually agreed upon by the employee and his/her supervisor.

2. Mechanics

The work year shall be from July 1 to June 30.

3. Custodial and Maintenance Employees

The work year shall be from July 1 to June 30.

4. Aides

The work year for instructional aides shall be 182 days, including the day before students report for school and one day for in-service training. The work year for all other aides shall coincide with the school year calendar. (Note: The extra per diem cost for the additional day will be added to the settlement rate for instructional aides.)

5. Drivers

The work year shall coincide with the school year calendar.

6. Network Technician/Support Specialist and Network Engineer

The work year shall be from July 1 to June 30.

B. Vacations Vacation days are earned by 12 month employees only.

Vacation days shall be used following the year of work for which they were earned and are not accumulative. Requests to carry over vacation days must be approved in writing by the Superintendent; provided, however, that in no case shall more than five (5) vacation days be carried over. The most senior employees' request will be granted first provided requests are made by May 1. After May 1, requests will be considered on a first come first serve basis.

Vacation schedule for 12-month Employees (Except School Secretaries)

| | |
|--------------------------|---------|
| Following years 1, 2, 3: | 10 days |
| Years 4 through 10: | 15 days |
| 11 + years: | 20 days |

Vacation days will be pro-rated when employment begins after July 1. Requests for vacation days must be approved by the employee's immediate supervisor at least five (5) work days prior to the requested date(s). Summer vacation must be arranged to meet the needs of the district.

Custodial/Maintenance employees and mechanics who are entitled to 15 days or more in any year shall be required to use at least 5 days during the period from September 1 to June 30 and the remainder from July 1 to August 31.

Custodial and maintenance employees and mechanics shall be required to take vacation when school is not in session (during the summer vacation or school vacation periods). In order to have a vacation outside of those times, the employee must have administrative approval. Denial of such a request cannot be grieved.

If mutually agreed upon, all twelve (12) month employees have the option of working and cashing in up to five (5) vacation days, at their per diem rate.

C. Holidays

Ten month employees shall be entitled to one (1) floating holiday plus ten (10) holidays listed on the school calendar, for a total of eleven (11) holidays. Twelve month employees shall be entitled to four (4) floating holidays plus the ten (10) holidays listed on the school calendar, for a

total of fourteen (14) holidays. When a holiday falls on a weekend, all employees shall be entitled to a holiday on the day which is designated by the state as the observed holiday or employees will be entitled to an additional floating holiday, as determined by the Board. The Board shall annually notify employees at the time the school calendar is finalized as to the days scheduled for school holidays. Floating holidays shall be scheduled upon seeking the prior approval of the Superintendent.

D. Work Day

1. Secretaries/District-Wide Support Staff

All employees shall work an eight (8) hour day inclusive of a one hour lunch and one fifteen (15) minute duty free break. Whenever schools are closed before the end of the school day due to inclement weather, all school secretaries and district-wide support staff shall be dismissed fifteen (15) minutes after their school's student dismissal. Whenever schools are closed for the day due to inclement weather, secretaries and district wide support staff will be advised as to the need for them to report to work. If advised not to report to work, they will not need to make up the day.

2. Mechanics

The work day shall be eight (8) hours inclusive of a one hour lunch.

3. Custodial and Maintenance Employees

The work day shall be eight (8) hours inclusive of a one hour lunch period. The lunch period shall be mutually established by the school principal and the custodian. All hours worked on Saturday shall be compensated at one and one-half times the employee's regular hourly rate. All hours worked on Sunday and School Holidays shall be paid at a rate of double the employee's regular rate. The Board of Education shall provide each custodian with a beeper to be used to summon a custodian back to school when there is an emergency. A custodian who has used a portion of his/her lunch period to deal with an emergency, shall resume his/her lunch after he/she has dealt with the emergency.

a. On Call Employees required to be “on call” on Saturdays, Sundays and holidays shall be paid \$60.00 per five (5) hour shift. They shall be available to work during this period. If called to work they shall be paid in accordance with D3.

b. Call Back Employees called back to work shall be paid in accordance with D3. They shall receive no less than two (2) hours pay.

4. Aides

a. Instructional aides

Beginning July 1, 2007, full time instructional aides shall have a consistent and continuous work day, that shall be seven (7) hours in length, inclusive of lunch period conforming to the school schedule, and a fifteen (15) minute duty-free break. The fifteen (15) minute duty-free break for instructional aides shall not be taken unless there is coverage for student(s) affected. In this case the instructional aide will receive one-quarter ($\frac{1}{4}$) hour pay for each occurrence. On minimum days the instructional aide’s day shall be the length of the students’ day plus twenty (20) minutes before and ten (10) minutes after school hours. **Instructional aide outdoor duty shall be assigned equitably and evenly, by the Board or its designee.**

b. Part time instructional Aides

The number of hours in the work day shall be assigned by the building principal depending on the needs and schedules of each building.

c. Lunchroom/Playground Aides

The number of hours in the work day shall be assigned by the building principal depending on the needs and lunch/playground schedules of each building.

d. Breaks

When the work day of a part-time instructional aide is longer than three (3) hours it shall include a fifteen (15) minute unpaid break. When the work day of a part-time

instructional aide is longer than four (4) hours it shall include a fifteen (15) minute paid break.

5. Bus Drivers

a. All drivers are part-time employees. The work day of drivers will be determined by the time required to travel the assigned routes, including start-up, refueling and return of buses. Additional routes or field trips will be compensated at the established rate for time required.

b. All drivers shall return buses to the garage at the conclusion of each shift, i.e. AM, PM, kindergarten except that buses may be brought to other locations within Denville Township between shifts. Buses that require servicing, fueling, or any other maintenance as identified by the mechanic must be returned to the garage between shifts. Buses shall not be brought to locations outside Denville Township.

c. Bus routes of teaching staff members may not interfere with the district and the contractual expectations of teaching staff members.

d. When annual routes have been established, drivers with satisfactory performance records will be given the first opportunity, based on seniority, to choose routes.

e. Extra Duty Routes Drivers may complete Extra Duty Request Forms to indicate their specific interest in driving extra routes. The transportation coordinator will then assign extra duty routes to employees with satisfactory performance records on a rotating basis. A copy of extra-duty assignments will be posted at the bus garage at the end of each month. When a driver next in rotation has a contracted route which conflicts with the extra duty driving assignment, the driver shall not be passed over and placed at the end of the rotation list. Instead, said driver shall receive the next available assignment which does not conflict with said driver's contracted work

f. When a mechanic either cannot perform the tasks or needs assistance refueling or taking buses to facilities for repairs, the work shall be assigned to bus drivers on a rotating basis. Payment for this work shall be ten (\$10) per hour with a one (1) hour minimum.

6. Network Technician/Support Specialist and Network Engineer

a. The workday shall be eight (8) hours inclusive of a one-hour lunch period and a fifteen (15) duty-free minute break, The lunch period shall be mutually established by the Department Head and the Technician and Engineer.

b. In the event the Network Technician/Support Specialist or Network Engineer is required to work on a Saturday, Sunday or Holiday, he/she shall be paid in the same manner as the custodial and maintenance employees as set forth in Section D 3 above.

7. Sign In/Sign Out

All employees will sign in and out each day on the school staff sign-in sheet The Board shall install a time clock for custodial/maintenance employees and mechanics. When such employees clock out for lunch, that time period is unassigned time.

8. Overtime

All hours worked in excess of 40 hours of working time in any week shall be compensated at one and one-half times such employee's regular hourly wage for each hour of working time in excess of 40 hours in any week. Overtime on Sundays and Holidays shall be compensated at double the employee's regular hourly wage.

ARTICLE 12

STIPENDS

A. All custodial/maintenance employees who are in possession of a Black Seal license prior to the school year shall receive a stipend of \$550 for year one of this contract, \$600 for year two, and \$650 for year three.

B. The Head Custodian shall receive a stipend of \$1,525 for year one of

this contract, \$1,650 for year two, and \$1,775 for year three to be paid in a manner that is pensionable. These stipends are depicted on the present salary guides.

C. The Head Mechanic shall receive an annual stipend of \$2,825 for year one of this contract, \$2,950 for year two of this contract, and \$3,075 for year three of this contract to be paid in a manner that is pensionable. These stipends are depicted on the present salary guides.

D. The maintenance salary guide will be maintained above the custodian salary guide in the amount of \$4,000.

ARTICLE 13
HEALTH BENEFITS

A. Effective July 1, 2001, the coverage will be Blue Card PPO administered by Horizon Blue Cross/Blue Shield, with no gatekeeper. In addition, HMO Blue may alternately be selected at the option of the employee.

B. Employees hired on or before July 1, 1996, who work or commence working twenty (20) or more hours per week shall receive paid medical benefits as long as they continue working twenty (20) or more hours per week. Employees, other than bus drivers, hired after July 1, 1996, shall have to work more than twenty-five (25) hours per week to be eligible for paid health benefits.

C. Bus drivers hired on or before June 30, 1998, who as of that date worked twenty (20) hours or more per week, shall continue receiving paid medical benefits as long as they continue to work twenty (20) or more hours per week.

D. Other than as set forth in Article 13, C above, commencing the first day of the month following ratification of this agreement, bus drivers who drive all three runs(AM/PM/Kindergarten) shall be eligible for health benefits. Bus drivers, hired after July 1, 1996, receiving medical benefits who reduce their number of routes below three (3) runs shall not be provided medical benefits.

E. Hospitalization, Medical Surgical and Major Medical Insurance, as

agreed upon, will be served by State Health Benefits Plan or equivalent. The Board shall fund all employees and eligible dependent(s), major medical deductibles to a maximum of \$100.00 annually per employee and \$100.00 for dependents. The maximum the Board shall be required to pay annually for any employee and his/her dependents is \$200.00. Documentation of major medical expenses shall not be required as a condition of payment of said deductibles.

F. Carrier Changes Any changes in insurance carriers requires that the new plan(s) be comparable to the current plan(s).

G. Coverage Board shall provide a three party dental insurance plan providing the following benefits:

| | |
|--------------------------------------|------|
| Co-Payment Preventive and Diagnostic | 100% |
| Remaining Basic Benefits | 80% |
| Crowns, Inlays and Gold Restorations | 50% |
| Prosthodontics Benefits | 50% |

(The maximum amount payable by the carrier for the above dental service provided an eligible patient in any calendar year is \$1,500.00)

| | |
|---------------------------------|-----|
| Co-Payment Orthodontic Coverage | 50% |
|---------------------------------|-----|

Orthodontic Benefits are subject to a \$1,000.00 maximum per case which is separate from the \$1,500.00 maximum mentioned applicable to Basic and Prosthodontics Benefits. (\$25.00 deductible per patient per calendar year which is not applicable to preventive and Diagnostic Service.)

Should the premiums for family or dependent coverage increase above the level for the 1990-1991 school year, the increase in costs therefore shall be paid by the employees. The maximum annual premium that the Board shall pay for any coverage(s) (including family and dependent coverage) is \$395.00 per employee. Any cost in excess of that amount shall be borne by the staff members who receive the benefits through an appropriate payroll deduction.

H. Cash-out option for each school year.

An employee who agrees to forgo his/her medical benefits for a school year shall receive fifty percent (50%) of the actual cost of the premium rate in effect for that year at the level to which he or she is entitled, provided a Section 125 Plan for a cash opt-out plan is instituted for all of the membership. Such choice shall be in writing on or before May 1 of the school year prior to the school year in which the medical coverage is being waived. The employee will be allowed to re-enroll or modify the opt-out status at the time a qualifying event occurs (e.g., loss of coverage due to death, divorce or loss of spousal insurance). Payment for the employee opting out of the health benefits program shall be made monthly on a pro rated basis

ARTICLE 14
DRIVER PROCEDURES

A. Initial Assignment to Route

1. Management shall prepare route packages with the driving time of each as even as possible. The most senior driver makes the first choice of these packages, the next senior is allotted second choice and the process continues to the least senior who has the last pick subject to evaluative concerns, availability and the Board's prerogative to transfer and reassign drivers in the best interest of the school district.

2. A driver's seniority starts with the date of hire to a morning, afternoon and/or kindergarten route. Seniority is established separately within each route category, i.e. AM, PM, Kindergarten. Afternoon routes will first be offered to drivers with AM routes. Morning routes will first be offered to drivers with PM routes. Kindergarten routes will first be offered to drivers with both AM and PM routes. Driving within a route category must be continuous for a driver to maintain seniority within a route category. If there is a break in service within a category, seniority must be reestablished within that route category.

3. Every effort will be made to assign routes between August 10 and 15.

B. Late Runs, Sports Runs, Field Trips

The hourly rate for 2006-07 shall be \$19.31 before 6 PM and \$25.58 after 6 PM and Saturday. The hourly rate for 2007-08 shall be \$20.14 before 6 PM and \$26.68 after 6 PM

and Saturday. The hourly rate for 2008–09 shall be \$20.99 before 6 PM and \$27.80 after 6 PM and Saturday. Sunday driving shall be \$36.00 per hour for year one, \$37.55 per hour for year two, \$39.13 per hour for year three. The minimum pay shall be for two hours

ARTICLE 15
TUITION REIMBURSEMENT

To provide additional growth in a major field of study and thereby benefit the school district, the Board of Education will reimburse the employee for tuition costs of courses taken subject to the following conditions:

- a. Approval of the Superintendent shall be required prior to course registration. Application for course approval shall be presented to the Superintendent not later than one (1) month prior to the start of courses(s) to be taken.
- b. Tuition reimbursement shall be authorized upon presentation of the receipt for payment of a course to the Superintendent and proof of a passing grade .

ARTICLE 16
TRAVEL EXPENSES

The validity of payments or job related expenses shall be determined by the Superintendent. The use of a personal vehicle shall be considered a legitimate job expense if travel is between schools and to meetings within assigned areas of responsibility. Use of a personal vehicle for approved school purposes is reimbursable to the employee at the rate established by the Internal Revenue Service.

ARTICLE 17
SALARY GUIDES AND SUCCESSOR SALARY GUIDES

A. Salary guides for the term of this contract will be drafted and agreed upon by both parties. The rate of increase for year one shall be 4.4%, for year two shall be 4.3% and for year three shall be 4.2% . It is agreed that if the parties have not negotiated a successor

agreement on or before June 30, 2009, all employees shall remain at the step and salary they received for the 2008-2009 school year until the successor guides are ratified by the Board of Education and the Association. The parties also agree that the development of the successor salary guides shall be resolved during that phase of negotiations. Eligibility for guide advancement to the next step requires that the employee begin work no later than February 1st of the previous year.

B. An Extended Year Summer Program has been established in Denville under the mandates of the state special education code. Students attend this program for four (4) hours per day five (5) days per week for six (6) weeks. The instructional aide day shall commence ten (10) minutes before students' expected arrival time and end ten (10) minutes after dismissal. Salaries for summer school work for instructional aides who work the extended year program shall be as follows:

| | | |
|------|---|--------|
| 2006 | The base salary of summer 2005 raised 4.4% equals | \$1910 |
| 2007 | The base salary of summer 2006 raised 4.3% equals | \$1993 |
| 2008 | The base salary of summer 2007 raised 4.2% equals | \$2076 |

Instructional aides shall be issued paychecks on the normal pay dates of the district. The final paycheck shall be issued on August 30th.

Notice of hiring for these positions shall be posted in each of the school buildings as soon as the summer school program needs are determined by the Child Study Team director but no later than April 30th. Hiring priority shall be given to instructional aides currently employed in the district.

NOTE: New salary guides for each year shall be developed mutually between the parties.

ARTICLE 18

EVALUATIONS

All twelve (12) month employees will receive at least three (3) written evaluations and all ten (10) month employees will receive at least two (2) written evaluations annually.

DENVILLE EDUCATION ASSOCIATION

DENVILLE BOARD OF EDUCATION

By: _____

By: _____

Dated:

Dated:

By: _____

By: _____

Dated:

Dated: