

MTEA Proposed Sidebar

Article XIII.H-Salary (pertaining to per diem calculation for 12 month employees)

Sidebar Agreement

WHEREAS, the Montgomery Township Board of Education (MTBOE) and the Montgomery Township Education Association (MTEA) are parties to a collective negotiations agreement (CNA) for the 2018-2019 through 2021-2022 school years ("the Agreement"); and

WHEREAS, the MTEA is of the opinion that the negotiated change to the calculation of how twelve-month employees' per diem is calculated, salary divided by 260 days, should be returned to the calculation formula used in the 2015-2016 through 2017-2018 Agreement, which was salary divided by 240 days.

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows.

1. The per diem calculation for a twelve (12) month employee's salary is salary/240 days.
2. The per diem calculation for a ten (10) month employee's salary is salary/200 days.
3. For all other articles in the Agreement that specify the use of a "regular hourly rate," that rate will be calculated by using the per diem daily rate.
4. The change to the twelve (12) month employees' per diem calculation will commence upon the MTBOE majority vote in the affirmative of this Sidebar Agreement.
5. There will be no retroactive payment for time prior to the signing of the Sidebar Agreement by both Parties.
6. This Sidebar Agreement shall be in effect for the duration of the 2018-2019 through 2021-2022 CAN.
7. All terms of this Sidebar Agreement are deemed material. This Sidebar Agreement may not be revised, amended, modified or revoked, except by an instrument made in writing as between the Parties and executed with the same degree of formality as this Sidebar Agreement.
8. All of the remaining terms and conditions in the Agreement not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Sidebar Agreement to be executed by the Board and the Association, said Sidebar Agreement is to become effective and operative upon the fixing of the last signature hereto.

WITNESS:



MARK KRAMER
Interim Board Secretary/
Business Administrator

Dated: 12/5/19

**MONTGOMERY TOWNSHIP BOARD
OF EDUCATION**



MINKYO CHENETTE
Board President

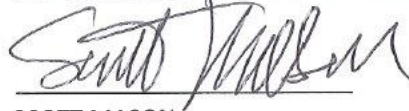
Dated:

WITNESS:



Dated: 12.5.19

**MONTGOMERY TOWNSHIP
EDUCATION ASSOCIATION**



SCOTT MASON
Association President

Dated: 12/5/2019