

AGREEMENT BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
ESSEX COUNTY VOCATIONAL SCHOOLS
ESSEX COUNTY, NEW JERSEY
AND THE
ESSEX COUNTY VOCATIONAL
EDUCATION ASSOCIATION

July 1, 2019 - June 30, 2023

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COMMON ELEMENTS

PREAMBLE

This Agreement entered into this 13th day of July 2020 by and between the Education of Essex County Vocational Technical Schools, Essex County, New Jersey (hereinafter called the "Board") and the Essex County Vocational Education Association (hereinafter called the "Association")

BOARD RIGHTS AND RESPONSIBILITIES

The Board of Education reserves the right to operate the school system consistent with the terms of the contract. All of the rights, powers or authority the Board had prior to the signing of this Agreement are retained by the Board. Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18A and Chapter 123 Public Laws, 1974 nor as a delegation of any of its statutory authority under the laws of the State of New Jersey. The Board of Education has the right to hire and terminate employment in the manner provided by laws.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children for the children of the Essex County Vocational Schools is the mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the educational profession are particularly qualified to advise in the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE ONE: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified full-time and part-time personnel whether under contract, or on leave, employed by the Board, including, but limited to:

Classroom Teachers, CTE Teachers, and Special Instructors
Child Study Team
Nurses
Guidance Counselors
Media Specialists
Coaches
Teaching Specialists
CIE Coordinators
C.O.E. Coordinators

Evening School Instructors
 Summer School Personnel
 Maintenance
 Security Officers
 Bus Drivers
 10-Month Secretaries
 12 Month Secretaries
 Aides
 Parent Coordinator (10 month)
Special Projects Facilitator
 Systems Network Administrator
Network and System Admin.
System Support Specialist
Application Support Specialist
 Administrative Assistant (non-confidential)
 Evening School Secretaries
 Summer School Secretaries
 Part-time Secretaries and Aides
 Purchasing Secretary
 Accounts Payable Secretary
 Payroll Secretary
 Human Resources Secretary
 Online Instructors/Facilitators
 AM monitors (may be held by teachers or paraprofessionals)
 Schedule B advisors
 Athletic Coordinators
 Substance Abuse Coordinator

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined
- C. Excluded from the unit are managerial executives and other employees of the Board
- D. Reference to male gender shall also include female gender.

ARTICLE TWO: NEGOTIATION PROCEDURE

- A. The parties agree to enter into and procedurally conduct collective negotiations over a successor Agreement in accordance with and pursuant to the directives of Chapter 123, Public Laws 1974.
- B. Before negotiations begin, during the months of September and October, the Board shall make available to the Association for inspection and use all pertinent public records, data and information concerning the Essex County Vocational Schools.
- C. This Agreement shall not be modified in whole or part except by an instrument in writing duly executed.
- D. Except as otherwise provided in this agreement, all terms and condition of employment set forth in written Board Policy shall remain in effect for the life of this agreement.

ARTICLE THREE: SEPARABILITY AND SAVING

If any provision, article or clause of this Agreement, or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE FOUR: FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding of the parties and the settlement of all bargained issues which were, or could have been, the subject of negotiations. All prior agreements either oral or written are hereby cancelled. During the term of this agreement neither party shall be required to negotiate over any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement may not be altered, changed or otherwise modified except by the consent of the parties as evidenced by a signed, written document.

ARTICLE FIVE: ADMINISTRATION OF AGREEMENT

- A. All meetings of the representatives regarding this Agreement will meet whenever possible, when the employee/employees involved are free from responsibility unless otherwise agreed.
- B. These meetings and procedures are not intended to bypass the Grievance Procedure.

ARTICLE SIX: ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. Whenever any representative of the Association or any teacher is mutually scheduled to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- B. Representatives of the Association, NJEA and NEA may transact official Local Association business on school property at reasonable times, with the prior approval of the Principal, provided that this shall not interfere with or interrupt normal school operations. The Principal shall be given reasonable notice in advance of the time and place of all said meetings, 48 hours written notice, except in the case of an emergency.
- C. The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use. In the event any equipment is damaged due to negligence when being used by the Association, the Association shall be responsible for such damage.
- D. The Association shall have, in each school building, a bulletin board in a designated faculty lounge. The Association also shall be assigned, by the Principal, space on the bulletin board in the main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal in advance of posting.
- E. The Association shall have the right to use the inter-school mail facilities and school mailboxes for Association business only.
- F. The Board shall grant up to ten (10) days leave with pay to the President of the Association as requested, for Association business, during this year in office. The Superintendent will have the authority to grant additional time if requested. The Board also shall grant a total of five (5) days to other designations,

- (teachers and secretarial units combined). The President of the Association shall not have any extra duties such as homeroom, etc.
- G. The room in which the President of the Association normally teaches if a teacher, or some mutually agreed location, be equipped with a telephone at the expense of the Board. Association business calls should be made during non-teaching time.
 - H. All orientation programs for new employees shall include a presentation by the Association. No membership solicitation will be carried on by the Association at such orientation programs.
 - I. The Association President shall receive a copy of all disciplinary notices sent to individual members.
 - J. The Association shall be given relevant data, upon request to grievances, negotiations information and other data relevant to its responsibilities in the administration of the contract.
 - K. The rights and privileges of the Association shall be granted only to the Association as the exclusive representative of members of this unit, and to no other organization.
 - L. The Board will consider, on a per case basis, reasons for payment of the deductible, but not to exceed the amount of the amount of the damages, of vehicles that are damaged on school property while in performance of the employees' duties. If the claim is denied, the Board shall provide a written response and the employee then may make an appearance before the Board if deemed necessary and appropriate. The decision of the Board is non-arbitral.
 - M. Printing of the Agreement shall be the responsibility of the Board upon ratification by the parties, with copies distributed to each unit member.
 - N. Employees will be responsible for the district equipment in their possession, including but not limited to computers, iPads and swipe cards; and will be asked to reimburse the district for all or part of the replacement value if the damage to or loss of that equipment is caused by malicious conduct or neglect. The District reserves the right to institute mandatory programs where electronic or technological equipment is necessary, while employees reserve the right to deny acceptance of such equipment in non-mandatory programs or initiatives. Both parties agree that learning and using new technology is an integral part of each employee's professional responsibility.

ARTICLE SEVEN: EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123 Public Laws of 1974, the board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purposes of engaging in collective negotiations and processing grievances.
- B. No employee shall be disciplined, reprimanded, or reduced in compensation without just cause. The Article shall be consistent with N.J.S.A. 24:13A5.3 and shall exclude binding arbitration for employees with alternate statutory appeal procedures, or disciplinary disputes involving employees with specific statutory protection under the Tenure Laws, or when excluded by law. **All employees will be subject to progressive discipline.**
- C. Whenever an employee is requested to appear before the Superintendent or the Board, concerning a matter referred to in paragraph B above, he shall be notified in writing and shall be entitled to representation at his option.
- D. No employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.
- E. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such individuals, providing said activities do not violate any local, state or federal law.
- F. The Board and the Association agree that academic freedom is essential to the fulfillment of the

purposes of the Essex County Vocational School District; and they acknowledge the fundamental need to protect teachers from any censorship or restraint, which might interfere with their obligation to pursue truth in the performance of their teaching functions.

- G. The personal life of a member is not an appropriate concern of attention of the Board except as it may directly prevent the member from performing properly assigned functions during the workday.
- H. Personnel files that are relevant to the employee's employment history shall be maintained at the Board offices. Employees shall have the right to review these personnel files at reasonable times and intervals. The Board shall not establish any separate official personnel files, which are not available for the employees inspection. Should any other administrative file be maintained, no document shall be transferred to the official personnel file unless and until the employee has had an opportunity to review.
- I. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty of reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.
- J. Reduction in Force (RIF) for tenured employees shall be made in accordance will all applicable laws and regulations.

ARTICLE EIGHT: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" means a complaint by any employee, group of employees, or the Association, that there has been an inequitable, improper, or unjust application, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said teacher or group of teachers.
2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee.
3. The term "employee" shall mean any regularly employed individual covered in Article I "Recognition"
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them.
5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible.

B. PROCEDURE

- Step 1: The grievant and/or the head building education association representative shall discuss the matter informally with the appropriate immediate supervisor in an effort to resolve the grievance informally.
- Step 2: If the grievance is not resolved within two (2) working days of the date of this discussion at Step 1, then, no later than ten (10) working days from the date of the discussion at Step 1, the matter shall be reduced to writing on an approved grievance form and submitted to the Superintendent by the Grievance Chairperson or Education Association President. The Superintendent or designee shall respond not later than five (5) working days after receipt of the written grievance. Any written grievance must, at a minimum, contain the following information:

- 1). The name of the grievant(s).
- 2). The specific contract section, provision, or Board policy or Administrative decision alleged to have been violated.

- 3). The nature and extent of the injury of loss;
- 4). The result of any previous discussions;
- 5). The reason for dissatisfaction with the previous decisions; and
- 6). The precise remedy sought.

Step 3: If the response does not resolve the grievance, the Association may, within ten (10) working days, appeal the grievance to the Board of Education. Grievances will be delivered to the Board Secretary who will sign off on an approved form to acknowledge receipt. At the next regularly scheduled Board meeting, the Board may either discuss the grievance or invite the Association's Grievance Chairperson to discuss the matter. In either instance, the Board shall notify the Association of its decision on a grievance within ten (10) days of the discussion or hearing.

Step 4: If the employee or the Association is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Said request for binding arbitration must be made within thirty (30) calendar days from the determination of the Board. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

- 1). No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
- 2). Association sponsored grievances may be filed at Step 2 within its discretion.
- 3). Written dispositions of all grievances at Step 2 shall be forwarded to the Association.
- 4). In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
- 5). Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
- 6). All documents, communications for records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
- 7). No meetings or hearings under this procedure shall be conducted in public and shall only be attended by the parties in interest and authorized representatives.
- 8). A grievance must be raised at Step I no later than thirty (30) working days following its occurrence, or within 30 working days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- 9). It is understood that only grievances affecting mandatory negotiable terms and conditions of employment as defined according to the New Jersey Public Employer- Employee Relations Commission (PERC) may be submitted to binding arbitration.

C. MISCELLANEOUS

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion discrimination or reprisal.
2. In the presentation of grievance, the employee shall have the right to present his own case or to designate the head building education association representative to appear with him at any step. A minority organization shall not have the right to present or process a grievance.
3. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by

- the Board or the Association.
5. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem that may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
 6. Nothing herein contained shall be construed as limiting the right of any teachers having a grievance to discuss the matter informally with the appropriate members of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment

ARTICLE NINE: NON DISCRIMINATION

Neither the Board nor the Association, their agents, members or employees, shall discriminate against any person by reason of age, race, sex, handicap, religion, national origin, sexual orientation, Association membership, activity or lack thereof.

ARTICLE TEN: INSURANCE PROTECTION

- A. Effective as soon as practicable following ratification, the Traditional Plan will be permanently eliminated for all employees. The Board shall continue to provide employees with the remaining health insurance options. Except for any employee contributions required by law, the Board shall pay full premium for each regularly employed individual and dependents covered in Article I "Recognition".
- B. The family plan insurance coverage shall be the plan mutually agreed upon.
- C. The Board shall continue to provide death benefit insurance policy coverage of \$4,000 for each regularly employed individual covered in Article I "Recognition".
- D. The Board shall continue to provide a \$6.00 generic and \$11.00 brand and \$0 mail in (if available) co-pay prescription plan effective July 1, 2011 for each regularly employed individual and dependents, if applicable, covered in Article I "Recognition".
- E. The Board shall pay the premiums for a dental insurance plan which plan shall be administered by the Board of Education and shall be equal to what has been provided during the prior Agreement. The Board's maximum contribution (cap) for this plan shall be premium in effect on June 30, 2007.
- F. Prior to executing any change in insurance carrier(s) the Board will provide all relevant data concerning the new program. Benefits levels and other benefits shall remain "equal to or better than" existing plans if and when the Board changes carriers unless specifically changed in negotiations.
- G.
 1. An employee who has health benefits coverage through a spouse or from another source and who can demonstrate same to the Business Administrator, may elect to forego *all* of his/her health benefits coverage for a full school year and receive a cash payment of the thirty five percent (35%) of the premium savings to the Board of Education on June 30th of the school year. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The employee shall complete the forms by which an employee shall waive coverage and apply for payment.
 2. An employee who has waived all or a portion of his/her health benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members in the event of a hardship or change of life event.
 3. Reentry into *all* health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source.

Termination of employment (proof of termination of benefits required):
Legal Separation (a copy of decree is required):
Group contact/policy termination (proof of termination of benefits required):
Disability of spouse, which eliminates benefits (proof of termination of benefits): required
Divorce (a copy of the decree is required):
Death of Spouse (a copy of death certificate is required);
Military Discharge (a copy of DD214 is required)

4. Any employee who has waived all his/her health benefits coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. It will not be necessary for all employees or his/her family to complete a Statement of Health (proof on insurability) to restore coverage during the open enrollment period.
5. Starting July 1, 2020 there is no stipend payout for individuals who opt out of the district provided dental plan and or the district provided prescription plan.

ARTICLE ELEVEN: REPRESENTATION FEE

A. PURPOSE OF 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 services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. NOTIFICATION

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 determined by the Association in accordance with the law.

2. LEGAL MAXIMUM

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. NOTIFICATION

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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

3. TERMINATION OF EMPLOYMENT

If an 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

Except as otherwise provided in this Article the mechanics for the deduction of representation fees and the transmission of such fees 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 paragraph 1 above and /or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said list.

6. BOARD MINUTES

The Board will furnish the Association President with a copy of the Board minutes within a week of every Board meeting.

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 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 Paragraph 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 TWELVE: PAYROLL DEDUCTION OF ASSOCIATION DUES

- A. The Board agrees to deduct from the salaries of its employees dues for the Association, the New Jersey Education Association, the National Education Association and the Essex County Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9 (e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in

which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or association.

- B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association, which shall change the rate of its membership dues, shall give the Board written notice sixty (60) days prior to the effective date of such change.
- C. The Board agrees to deduct from employees' salaries money for local, state and or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Deductions will be discontinued only if notice of withdrawal is filed as of July I and January succeeding the date on which notice of withdrawal is filed. Notice of withdrawal must be filed at least sixty (60) days prior to July and January 1.

ARTICLE THIRTEEN: DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

- A. Persons employed for full-time service and paid on the basis of a year or month shall be subject to the following rules. Those employed for full-time service and paid on the basis of a week, day or hour shall be subject and paid on the basis of a week, day or hour shall be subject to the following rules after three (3) months of continuous service.
 - 1. Employees shall not be absent from work without first obtaining permission from the Superintendent or his/her designee, unless the absence is caused by personal illness, which is covered by sick leave, family illness or emergency personal days as defined below.
 - 2. A. Teachers shall forfeit their pay for absence from work for any cause except the following: I.
 - Sick leave utilized in accordance with Article 26;
 - II. Illness in an individual's immediate family utilized in accordance with Article 26, Section G;
 - III. Personal leave and Bereavement Leave utilized in accordance with this Article;
 - IV. Detention on account of a quarantine; or
 - V. Court Appearance- effective September 1, 2011, the employee shall only be entitled to pay for the day of such court appearance when the employee is directed to appeared by the Board as it relates to an action involving the Board.
- B. Ten-month employees shall be excused for any 3 days without reason, 4 days for 12 month employees. These "personal days" are not allowable on a day immediately preceding or following a school holiday. If, at the end of the school year any of the above "Personal Days" remain unused, they shall be accumulated as sick days. In the event that there are 4 religious holidays in a school year, the 4th may be taken as a "personal day" which will be deducted from the teacher's sick day allowance.
- 3.
 - A. In case of the death of a wife, husband, father, mother, or child in the family, no deduction of salary will be made for absences up to five (5) working days within a week following the death.
 - B. In case of the death of a sister, brother, son-in-law, daughter-in-law, no deduction of salary will be make for absence up to four (4) working days within a week following the death.
 - C. In the case of a death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandchild, no deduction of salary will be made for absence up to three (3) working days within a week following the death. In addition, for any deceased person who made his/her home on a permanent basis with the employee, no deduction of salary will be made for absence up to three (3) working days within a week following the death. Documentation in the form of a death certificate or affidavit of domicile will be required to establish residence.
 - D. In the case of the death of nephew, niece, aunt, uncle, no deduction in salary will be made for

absence on day of funeral. Documentation for all bereavement days may be required at the discretion of the Superintendent.

4. No deduction in salary will be made in case of unavoidable quarantines on account of contagious disease, when such quarantine is not due to personal illness, provided a certificate from the health authorities is forwarded to the Central Office.
5. In computing the salary of all employees engaged for the ten-month school year, 1/200th of the pay for a year will constitute a day's pay, and in computing the salary of all employees engaged for twelve month contracts will be per 6A:23A-3.1. A deduction will be made only for absence on school days. No deductions will be made for holidays that may intervene, but absence on days in which there is only one session of school will be counted as a full day's absence.
6. Personal days shall be excluded in the computation for Doctor's note status.
7. A doctor's certification stating "standing fitness for full duty as defined by statute" may be required beyond three (3) consecutive days' absence and is to be submitted upon return to work.

B. Early Dismissal (Teachers and paraprofessionals will remain for 10 minutes after student dismissal on single-session days.)

1. The work day for Teachers, Paraprofessionals, Secretaries and Guards will end after ½ day plus lunch (12:53) on:
 - a. Last school day before Thanksgiving
 - b. Last school day before Christmas
 - c. Election Day (the Tuesday next after the first Monday in the month of November)
2. The work day for Teachers and Paraprofessionals will end after ½ day plus lunch (12:53) on:
 - a. Days of evening parent conferences (2)
 - b. Student's last day
3. The work day for Teachers and Paraprofessionals will end after ½ day without lunch (12:15) on:
 - a. Teacher's last day.
4. Upon dismissal for emergency or inclement weather, teachers, paraprofessionals, secretaries and guards will be released in the same manner. Any employees mandated to stay on those days will receive compensatory time when convenient to both the employee and the direct supervisor.

TEACHER SECTION

ARTICLE FOURTEEN: TEACHER EMPLOYMENT

A. Salary Schedule

1. The teacher salary schedule (Schedule A attached hereto), shall be applied. It shall consist of three levels of training: The First, Second and Third Year Levels
2. All employees, upon initial employment, shall qualify for the first level unless they satisfy the requirement for placement on either the second year level or third year level as set forth in Article 30
3. Once a teacher level has been established as outlined in Eight A (2) above, steps on that level may be granted as follows:
 - A. For each year of approved public school teaching-one (1) step.
 - B. For each three years of related business, educational or industrial experience one (1) step may be granted on the guide.
 - C. For each year of military service which interrupted school teaching-one (1)
 - D. Upon initial employment, credit shall be granted for military service per 18A:29-11.

All teachers shall be notified of their contract and salary status for the ensuing year as required by law or regulation by May 15th, unless an extension of time is agreed to by both parties. All personnel who desire to leave the employment of the Board through retirement must apply in writing to the Superintendent giving the effective date of such retirement at least sixty (60) days before such retirement is to become effective in accordance with 18A:28-8.

A full-time employee is understood to be one who is under contract and works a full day (or night, as the case may be) as differentiated from a part-time employee who is hired for service for short time periods of less than a full working day. A person may be employed for substitute or temporary service but still be full-time.

A full time employee is understood to be under contract, and working a full 6 hours and 50 minute shift as stated in Article Twenty-One.

ARTICLE FIFTEEN: TEACHER ASSIGNMENT

- A.
 1. Teachers shall be given notice of any changes in their basic subject and/or grade assignments for the forthcoming year by June 1, if at all possible. Every effort shall be made to provide teachers with their written schedules prior to the end of the school year. In the event of a significant change in the schedule, written notice shall be provided to the teacher prior to the start of the school year.
 2. Any change due to enrollment or other emergency situations made thereafter, the teacher shall be notified as soon as possible of any such changes and if a request is made will be given an opportunity to discuss the reasons for the changes.
- B.
 1. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified

of any changes in their schedules as soon as practicable.

2. Teachers who may be required to use their automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the IRS rate.

3. Segments of instructional time may run for different lengths, an example being a one hour (60 minute) class which would be 1 ½ (one and one-half) periods in length. Should the Board adopt a schedule of sixty (60) minute classes, each held 3 out of 4 days, teachers may be scheduled in a rotation containing 5 of those hour long classes, staying within the two hundred forty (240) minute per day student contact time, which yields 1 hour of additional prep for each 4 day cycle. Additional classes will be paid at the contractual rate.

- C. The district will have the ability to offer online courses with a vendor of their choosing, classes will be taught and/or facilitated by certified Essex County Vocational Technical District staff. Online instructors may be eligible for paid hours outside of the school day, varying with consideration to number of students, number of class credits, days required to hold on site classes (for evenings, summer), calendar length of course, and other pertinent factors that may arise. Specific hours will appear in each posting.

ARTICLE SIXTEEN: TRANSFERS AND REASSIGNMENTS

- A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement if such desire with the Superintendent's Office no later than April 1st.
2. **No later than the Wednesday following the last Board meeting in August for the upcoming school year**, the Superintendent's Office shall deliver to the Association a system wide schedule showing the names of all teachers who have been re-assigned or transferred, such individual transfer or re-assignment shall be confirmed in writing to the teacher.
- B. 1. In the determination of request for voluntary reassignment and/or transfer, the wish of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system.
2. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency no later than June 1. Teachers shall be notified in writing as to the reason for and involuntary transfer or reassignment and a copy shall be sent to the Association.
3. All transfers are at the sole discretion of the Superintendent.
- C. Teachers who desire to apply for a transfer during the summer period shall submit their names to the Superintendent's Office together with the positions to which they desire to be transferred and an announcement where they can be reached during the summer. Certification in the area of transfer will be a prerequisite.

ARTICLE SEVENTEEN: POSTING AND PROMOTIONAL POSITIONS

- A. The Board agrees to post all District vacancies, whether permanent or acting: full or part time; of a teaching, supervisory, secretarial or administrative nature which may occur.
- B. A notice shall be posted in each school and to all employees via the District's email system at least ten (10) school days before the final date of application. Said notice shall contain a job description, salary, experience and educational or other requirements. One copy of each notice shall be sent to the Association President. District Human Resources personnel will acknowledge in writing the receipt of all applications.
- C. It is the responsibility of the teacher to check their emails for emergent postings when school is not in session and to apply for any desired position within the posted timeline.

- D. Postings for all anticipated summer positions and for fall coaching positions will be made by May 1, with job notification by June 1. Postings for anticipated evening school, apprentice, home instruction, part time teaching, coaching and extracurricular positions will be made by June 15, with job notification by September 15.
- E. In filling positions, consideration shall be given to the teacher's area of certification, fields of study, quality of teaching performance, attendance record, and length of service to the Essex County Vocational Schools. Suitable full-time teachers, employed in the District, shall have priority for openings.
- F. The person holding a position shall retain for the following year, provided that he has performed satisfactorily to all guidelines set forth by the Superintendent.
- G. Should the District employ an outside vendor for any special program, the full provisions of this article will apply. These outside vendors must at minimum provide the contractual rate for services rendered by the District for employees hired to these special programs (including tutoring, HSPA)

ARTICLE EIGHTEEN: PROFESSIONAL DEVELOPMENT, TUITION REIMBURSEMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board recognizes that it shares with its professional staff the responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his/her own problems, functions, interests, and needs.
- B. The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through the established Professional Development Committees and the ScIP committees.
- C. In-service programs including curriculum committees, which require the attendance of teachers, shall be conducted on time and be contributed to equally by the Board and teachers.
- D. The Board shall grant two (2) days of leave per year without loss of pay to a teacher who requests permission to attend a professional conference so long as such request is approved by the sole discretion of the Superintendent. The number on leave at any given time shall be determined by good educational practice as recommended by the Principal.
- E. Each new employee to the District must complete a District's sponsored In-Service Course known as "Organization and Administration of Curriculum" prior to the end of the first year of employment unless excused by the Superintendent. Said course shall be without fees and said new employees shall be advised of this prior to employment.
- F. New teachers will be paid the hourly rate for this time if the course is held outside of school hours between September 1 and June 30. These new teachers can also be required to attend a summer orientation of up to two (2) days. This orientation will be unpaid but they will receive Professional Development hours for this time.

G. TUITION REIMBURSEMENT

Effective September 1, 2011, only tenured teachers were eligible to be reimbursed by Board of Education subject to the following conditions. Agreed upon June 9, 2014, tuition reimbursement will be provided for teacher with four (4) years of experience in addition to tenured teachers, including aide/paraprofessionals.

- 1. Undergraduate courses necessary to obtain a different degree or an Instructional Certificate, or are otherwise advantageous to the District. All undergraduate courses must be specifically approved by the Superintendent. Denial shall be non-arbitrable.
- 2. Graduate courses are approved by the Superintendent of Schools prior to enrollment. The denial of same is grievable to the Board but is non-arbitrable.
- 3. Regardless of degree level, the courses must be related to the teacher's present assignment or part

of certification or advanced degree requirement beneficial to the assignment.

4. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted. Should the learning institution mandate a pass/fail system for a course, a passing grade will count as satisfactory completion.

5. Tuition shall be reimbursed by the Board of Education up to a maximum of the Montclair State University graduate rate time's nine (9) credits per year per teacher.

6. Evidence of payment of tuition must be presented before reimbursement will be paid.

7. Applicants shall not have received tuition scholarship aid from some other sources, which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.

8. Tuition reimbursement will be \$35,000 for the length of this agreement. If there are insufficient funds to pay for all eligible requests, the Association can request that the board appropriate additional funds.

9. Reimbursement is subject to Internal Revenue Service rules and regulations

10. Vocational teachers will be eligible for reimbursement for undergraduate credits needed for a bachelor's degree. Any courses necessary for completing of an undergraduate degree will be eligible for funding. Undergraduate courses must be completed with a grade of "B" or better. Tuition will be paid for eligible undergraduate courses successfully completed in one (1) year for a maximum amount not to exceed the Montclair State University graduate rate for 9 credits.

11. Employees who receive tuition reimbursement under this Article must continue in the Board's employ for two (2) years after receipt of such payment. Employees who leave prior to that time must reimburse the Board a pro-rata share of the payment equivalent to the portion of the two years not worked, unless the employee is terminated by the Board, is unable to continue in the Board's employ due to death or serious illness or retirement.

12. The tuition reimbursement year will run from June 1 until May 31. All submissions for the prior year that were pre-approved and completed satisfactorily are due on June 15 and will be processed during the month of June for payment, with the Board making payment by June 30. Should proof of satisfactory completion not be delivered before the beginning of a reimbursement year, those submissions will be moved to the reimbursement pool for the new reimbursement year. Should the total tuition reimbursement for any school year be over the set unit total, all courses scheduled for payment will be prorated and paid the same reduced percentage as is necessary to fit the unit cap. Monies left over at the end of the tuition reimbursement year in either the teachers' or secretarial funds will be applied to any shortfall in the other fund in that same year but there will be no carryover of funds from year to year.

ARTICLE NINETEEN: TEACHER EVALUATION

A. All evaluation of work performance of teacher personnel shall be conducted openly and with full knowledge of the teacher involved and by persons certified by the New Jersey State Board of Examiners to supervise instruction. Learning walks may be undertaken by appropriately certified personnel and reported in a form agreed upon by the District and the Association. Learning walk observations, while providing impetus for coaching and improvement, are not to be included or referenced in the summative evaluation.

B. Lesson plans shall be maintained in a form consistent with the needs of the administrative and supervisory staff and the teacher and shall be regularly submitted as required by the administrative and supervisory staff. They shall be in sufficient detail to permit continuance of the instructional programs by a substitute in the event of the teacher's absence.

C. The Board of Education and the Administration subscribe to the principle that a teacher has the right to full knowledge regarding the judgment of his supervisors respecting that effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

D. The Administration shall establish supervisory procedures in accordance with NJ TEACH legislation

E. Each teacher shall sign all copies of the written evaluation attesting to the fact that the contents of the evaluation are known to them. Each teacher shall receive a copy of each written observation/ evaluation. A conference shall be arranged between the evaluator and the teacher as soon as possible after receipt of the evaluation by the teacher. At such time, the teacher is entitled to have his response to the evaluation heard and attached to said evaluation.

F. A teacher shall be advised and provided with a copy of all written complaints from parents and other sources relative to his performance or activities and shall be given an opportunity to respond thereto. No derogatory material can be placed in a teacher's personnel file unless a teacher has had an opportunity to review said material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed. The teacher shall have the right to submit a written answer to such material.

G. Reports or evaluations shall be in writing and shall include, but not be limited to:

1. Strengths of the teacher.
2. Weaknesses of the teacher.
3. Specific suggestions as to how the teacher might improve his performance.

H. Teacher evaluation as set forth above shall conform to all existing laws and rules.

I. A teacher's portfolio may be utilized by the District as part of their annual evaluation of teachers. Required elements of this portfolio will be agreed upon by the District and the Association as part of a comprehensive evaluation system.

J. The Board may observe and evaluate employees in supplemental programs, including but not limited to Schedule B advisors, night school, summer school, and co-curricular programs.

ARTICLE TWENTY: SCHOOL CALENDAR

- A. A completed school calendar shall be presented to the Association by the Superintendent no later than April 1 of the year proceeding the school year which the calendar controls. Within thirty (30) days of its receipt, a committee of the Association shall then have the opportunity to meet with the Superintendent to discuss the same. The Superintendent shall then make a recommendation for the school calendar to the Board and the Board shall make the final decision as to the entire school calendar. The Board shall make every effort to provide a final written copy of the adopted calendar to employees by June 1.

ARTICLE TWENTY-ONE: TEACHING HOURS

A. TEACHERS, COUNSELOR AND NURSES

1. All teachers must swipe/ scan in and out or sign in and sign out at the beginning of each school day in the appropriate column of the personnel roster if the swiping mechanism is out of order. If the swipe/scan procedure is replaced by a new technological approach to this function this clause will still apply.
2. Late arrivals or teachers leaving early shall record the exact time in the personnel roster if the swipe system is not operating.
3. Election Day will be a single-session day for students and staff, with staff remaining 10 minutes after student dismissal.

B. SCHOOL DAY

1. Except as set forth in paragraph 8 below, the workday for teachers shall be six (6) hours and fifty (50) minutes, including five (5) minutes prior to student arrival and ten (10) minutes after student dismissal, for the remainder of the contract. This shall include the minutes before classes begin and those following student dismissal at the end of the day.
2. The Administration will strive to limit teachers' consecutive teaching periods to three (3) though there is

no guarantee that this can be universally achieved. A period is forty (40) minutes long, a block consists of two (2) periods and is eighty (80) minutes long. Variations to these sequences are at the discretion of the Superintendent.

3. All classroom instructional teachers shall receive one (1) unassigned period and one (1) preparation period per day so long as the nine (9) period day continues. The preparation period shall not be assigned as a duty or teaching period. The Employer may, however, reasonably require the teacher to utilize the preparation period for such educationally related work such as;
 - a. Lesson plans;
 - b. Articulation (including small PLC groups);
 - c. Pre- and post- evaluation conferences;
 - d. Test preparation;
 - e. Parent and student conferences;
 - f. Evaluation of student work;
 - g. Collaborative planning, including but not limited to professional learning communities;
 - h. Grade level meetings;
 - i. School committee
 - j. Analysis of student achievement data;
 - k. Participation in professional development as a learner;
 - l. Curriculum mapping;
 - m. Meeting with consultants; or
 - n. Other instruction-related activities that enhance professional practice.

If the Board returns to an eight (8) period day, teachers shall be entitled to one (1) preparation period.

4. The District has the right to assign one (1) forty (40) minute duty period to each teacher, preferably on a weekly basis, but in any case no more than forty (40) times per teacher per year. This duty is to be non-instructional, and may include monitoring, class coverage, proctoring and other non-instructional activities; and must be during the teacher's assigned school day. As compensation, each teacher will receive \$974 for school year 2016-17. This will be added into the base salary or prorated for each teacher that takes a leave of absence during the school year with such teacher entitled to the teacher was not on leave. Those teachers will only be required to serve that prorated number of coverage periods. Coverage or duties in excess of 40 times in the 2016-17 school year for any teacher will be paid in a separate check at the contractual coverage rate set forth in Article 23B. This procedure will be terminated at the conclusion of the 2016-17 school year. Teachers will be compensated for actual coverage assignments at **\$35.19 in 2019-20, \$36.17 in 2020-21, \$37.22 in 2021-22, and \$38.34 in 2022-23.** It is the responsibility of the District to distribute these duties in an equitable manner. Guidance counselors, CST, CIE and school nurses are exempt from this duty and accompanying compensation unless there is an emergent need. In such an instance they will be compensated at the same per period rate as the teachers. Internal coverage is inclusive of all other teachers in this unit.
5. Flex scheduling will be implemented per the stipulation in this article, allowing additional scheduling options to be uncorrupted into the school day. The workday, contract time and all contractual provisions will remain in effect at the same level as the regular daily shift. The starting time for flex scheduling will be determined by the Superintendent, but in no case will be earlier than on (1) hour prior to the start of the regular work day and ending time no later than (1) hour after the end of the regular work day. Assignments for these new shifts will be posted and filled whenever possible out of that voluntary pool of applicants, but may be filled by the Superintendent or his designee if there are not enough appropriately certificated volunteers.

6. The workday for the Child Study Team shall be from 8:00 a.m. to 3:30 p.m. CST members will dismiss with the teachers on Fridays.
7. Guidance Counselors will be required to remain on duty until work is completed and their work year shall be September 1 to June 30 inclusive. CST and Guidance Counselors will receive a 60-minute lunch as other teachers but not a duty free or preparation period. CST and Guidance Counselors may be dismissed prior to June 30 at the discretion of the Superintendent if their work is completed.
8. The work year for the positions of Child Study Team members, SAC and COE and CIE coordinators shall continue to be September 1 to June 30, inclusive.
9. The district will remain in accordance with 18A:31-2 while it is in effect. "Whenever any full-time teaching staff member of any board of education of any local school district or regional school district or of a county vocational school or any secretary, or office clerk applies to the board of education by which he is employed for permission to attend the annual convention of the New Jersey Education Association, such permission shall be granted for a period of not more than two days in any one year and he shall receive his whole salary for the days of actual attendance upon the sessions of such convention upon filing with the secretary of the board a certificate of such attendance signed by the executive secretary of the association." Eligible employees are required to give the district one (1) week notice on Aesop if they plan to attend the convention.

C. SCHOOL YEAR

1. Except as set forth above concerning the Child Study Team and Guidance Counselors, there shall be 180 student contact days and two (2) non-contact days, one before the students report and two for full day professional development sessions during the school year for a total of 182 days. Two of these days shall be used to assist the teachers in meeting the State's continuing education requirement. Four (4) one-half (1/2) student days will be in-service days where teachers will be dismissed at 4:00. Emergency or snow days if scheduled and not used will be reduced so that the total of days shall not exceed or be less than the work years set forth above. The last workday for staff shall be a one-half session day. New Hires will be required to report two additional days, prior to the commencement of the school year, for orientation activities.
2. Teachers, CST, CIE, SAC and COE personnel and Guidance Counselors will be required to attend half-day (4 hours plus lunch) sessions rather than the regular school day on Thanksgiving Eve, the last school day before Christmas Eve and the last student day at the end of the year.
3. Guidance counselors and nurses may be required to work up to three days during the week preceding the September opening of school at their per diem rate. To be mandatory, the notification of such must occur before July 15.

D. STAFF MEETINGS

1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building faculty or other professional meetings, no more than eighteen (18) times per year, in addition to in-service programs. There shall be no more than two (2) such meetings per month except in cases of emergency. Meetings shall end no later than 4:30 p.m. for Departmental meetings or 4:00 for Faculty/Principal meetings.
2. The meetings described in paragraph (1) above, shall include the following:
 - a. Faculty Meetings (School Based or Departmental);
 - b. Curriculum Development, including
 1. The development of district wide assessment instruments;
 2. The revision or expansion of curriculum activity guide books; and
 3. The review and/or selection of new textbooks or computer; software/hardware and the implementation of new technology.
 - c. School Improvement Activities, including:
 1. Administrative Faculty Advisory Council; and

2. School Improvement Committee
 - d. Professional Development
3. After-school faculty meetings will be limited to the 1st and 3rd Wednesday of each month, rescheduled to the 4th Wednesday with 2 weeks' notice.
- E. Two (2) evening parent conferences may be scheduled per building each school year. These conferences are subject to a two (2) hour time limit and teachers shall be dismissed five (5) minutes after the students at the end of a four (4) hour plus student lunch session the day of the conference. Advanced scheduling of the conference day/date will take place.
- F. All half-day sessions when students are present, including the day of evening conference, shall be four (4) hours plus student lunch. Teachers are to remain for five (5) minutes after student dismissal. Half-day sessions when students are not required to report to school shall be four (4) hours.

ARTICLE TWENTY-TWO: CLASS SIZE

- A. The Superintendent shall make available to the Association President, upon request, by October 30 individual load charts of all instructors' indication subject and class assignment and number of students enrolled in each.
- B. Any instructor concerned over class size shall have the right to consult with the Principal and Department Supervisor about this matter.

ARTICLE TWENTY-THREE: SUBSTITUTES AND SUBSTITUTIONS

- A. The Board agrees at all times to maintain a list of substitute teachers who shall be provided with appropriate orientation and training by the Administration to help them instruct the classes they cover
- B. The Principals will use their best efforts to arrange schedules for coaches so that they will be unassigned during the last periods of the day and thereby minimize the necessity of covering for such coaches.
- C. The practice of using a regular teacher as a substitute will be during their preparation period only., and will be compensated at the agreed per period rate.
- D. In those cases where regular substitutes are not available, regular teachers may be used as substitutes, and the Principal shall distribute assignments for such class coverage as equitably as possible. Such individual assignments shall be transmitted to the Association President monthly.
- E. Except in cases of emergency, substitute coverage compensation shall be paid to any teacher who shall be required to cover for an absent colleague during such teacher's preparation and/or lunch period at the rate of \$35.19 in 2019-20, \$36.17 in 2020-21, \$37.22 in 2021-22, and \$38.34 in 2022-23.. This per period rate, however, shall apply only after the forty (40) times per year as set forth in Article 21B-4.
- F. For teaching a seventh period, a period being 40 minutes, as assigned by the Administration, appropriately certified teachers will be compensated in a lump sum for the time period assigned. The rate is \$7,339 for the length of the contract. If a unit member is assigned to the extra class for less than a year this payment will be pro-rated. This payment shall be pensionable, provided it is accepted as same by the Division of Pensions and shall be on a voluntary basis with administration given the right of assignment. This language applies to teaching after school/remedial classes and teaching any extra-period within the school day.

When a teacher is absent for an extended period of time for illness, family illness or extended leave the appropriate stipends will be subtracted for those absent days as follows:

1. Extra class – Over 4 days in any marking period.
2. Club/Advisor – Over 10 days of consecutive absence.
3. A substitute may be appointed by the District in cases of a long term absence.

ARTICLE TWENTY-FOUR: TEACHER FACILITIES

A. Each school shall have, where space permits, the following facilities:

1. A faculty room containing equipment and supplies to aid in the preparation of instructional materials.
2. This faculty room will be reserved for the use of teachers as a faculty lounge.
3. A separate, private dining area for the use of the teachers.
4. Off-street paved Parking facilities sufficient for all teachers.
5. Closet or locker space for each teacher to store coats, overshoes, and personal articles.
6. Reference books as suggested by teachers' committee within budget limitations
7. Board and bulletin board space in every classroom.
8. Sufficient, up-to-date visual aids, equipment, supplies, books, paper, pencils, pens chalk, erasers, and other such material required in daily teaching responsibility, the proper facilities for their use in classrooms, shops and laboratories, proper storage space for these and workable system for its use and maintenance.

ARTICLE TWENTY- FIVE: PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. 1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. If a teacher believes he is working under unsafe conditions, he shall discuss this with the building Principal and complete the appropriate report form. A copy of third report will be forwarded to the Association President.
2. In the event of any disorder or disruption in the regular school program, the Association shall have the rights to meet with the Superintendent immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.
- B. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information relating to the incident or the persons involved that he is legally permitted to divulge, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
3. If a teacher who has been the subject of a DYFS investigation is exonerated, all DYFS reports shall be removed from the employee's personnel file.
4. A list of all students who have special medical conditions or health problems including serious illness or communicable disease shall be maintained by the administration. Classroom teachers who have direct contact with those students will be advised if permissible by law. All information shall remain confidential to protect the privacy of the students.
- C. The Board will consider, on a case by case basis, claims for payment of the deductible, but not to exceed the amount of the damages, if vehicles are damaged on school property while in performance of the employee's duties, If the claim is denied, the Board shall provide a written response and the employee then may make an appearance before the Board shall provide a written response and the employee then may make an appearance before the Board if one is deemed necessary and appropriate. The decision of the Board is non-arbitrable.

ARTICLE TWENTY-SIX: SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from his or her post of duty, of any teacher because of personal disability due to illness or injury, or because he or she has been excluded from the school by the school's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- B. In case of personal illness, full-time employees are entitled to twelve (12) school days per school year of paid sick leave. If any such person required in a school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years. The maximum accumulation of sick and personal leave will be as permitted by law.
- C. A doctor's certificate stating standing fitness for full duty as defined by statute may be required after three (3) consecutive days absence and is to be submitted upon return to work.
- D. N.J.S.A. 18A:30-6 prohibits the automatic granting of sick leave days beyond those permitted to accumulate. When sick day absences exceed the annual sick leave and the accumulated sick leave credited to individual employees, requests for additional time will be reviewed by the Board of Education on a case-by-case basis and in accordance with the provisions of N.J.S.A. 18A:30-6.
- E. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- F. The Board retains its power to grant additional sick leave at its discretion.
- G. In the case of illness in an individual's immediate family, the employee may be absent from his/her post and suffer no loss of pay up to 5 days in any school year. Immediate family is defined as mother, father, husband, wife, child or sibling. Additional bereavement days may be granted at the discretion of the Superintendent, but decisions on such shall not be grievable and therefore not subject to arbitration. Such leave shall be charged to the employee's accumulated sick leave. A doctor's certification shall be required beyond three (3) consecutive days' absence and is to be submitted upon return to work.
- H. Employees may voluntarily donate whole days of their accumulated sick leave or vacation leave for use by co-workers within the school district who have exhausted all accrued leave time due to catastrophic illness or injury which necessitates the employee's prolonged absence from work, or is needed to provide care for a member of the employee's immediate family who is suffering from a catastrophic illness or injury. This is to be in accord with all procedures agreed to by the Association and Board. (New – agreed to in Feb. 2015)

ARTICLE TWENTY-SEVEN: CHILD REARING LEAVE AND MATERNITY DISABILITY

A. CHILD-REARING

The Board may grant child-rearing leave without pay in accordance with the following procedure:

1. All applicants for commencement, extensions or reduction or child-rearing leave shall be made in writing to the Superintendent.
2. Any teacher intending to apply for child-rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his perspective plans for taking child-rearing leave and of the best estimate of when the child-rearing leave will commence and terminate. The teacher's request shall designate tentative dates when the child-rearing leave will commence and terminate. The teacher shall request child-rearing leave of the Superintendent in writing at least sixty (60) days prior to the date the leave is to commence.
3. The request for child-rearing leave shall specify the day when the teacher wishes the leave to commence and terminate. If there is a disagreement on the date, a meeting between the Superintendent and the teacher shall be arranged in order to work out mutually acceptable dates.
4. Child-rearing leave may be granted for a period of up to the end of the academic year in

which the child-rearing leave commences and an additional school year may be granted upon request of the teacher. A teacher on child-rearing leave shall notify the Superintendent and the Board in writing of the intention to return to the District by March of the school year preceding the school year in which the teacher wishes to return to the District or sixty (60) days prior to said intended return date, whichever is sooner.

5. A teacher returning on the first day of the school year in September from child-rearing leave shall be placed in his/her previously held position if available and administratively feasible.
6. Any teacher who has applied for and has received child-rearing leave may re-apply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board at its discretion.
7. No teacher on child-rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of his/her certification of competence.
8. Time spent on child-rearing leave shall not count towards salary guide placement, experience, seniority, sick leave accumulation, etc.
9. Anyone who accepts child-rearing leave after February 28, in any given year, will be given credit on the salary guide for a full year upon returning to the District.
10. A teacher receiving child-rearing leave shall not accept full time employment in the teaching field or undertake full time graduate study during all or part of the period of the child-rearing leave. This provision shall cease to be operative at such time as the teacher shall have been denied her request to return to employment.
11. **In accordance with federal law, upon return to work from child rearing or maternity leave, staff will be informed of the appropriate lactation room for personnel.**

B. ADOPTION

Any teacher adopting a child of pre-school age shall receive a leave similar to child-rearing leave which shall commence upon receiving de facto custody of said child or earlier if necessary to fulfill the requirements of adoption.

C. RESPONSIBILITIES

The Board is not responsible for any injuries or disabilities of the teacher while on child-rearing leave.

D. MATERNITY DISABILITY

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy up to 20 work days prior to and 20 work days following the birth of the child to pregnant teachers on the same terms and conditions governing leaves of absences for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence during her actual disability. Any pregnant teacher who does not elect to take a child-rearing leave may continue to perform on duty as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.
2. The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duties to which the teacher has been assigned.
3. In the event of any question as to the condition of the pregnant teacher, a conference may be arranged between the Board's physician and the teacher's attending physician.
4. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected child birth nor be prevented from returning to work after child birth solely on the ground that there has not

been a time lapse of a specific duration between child birth and desired date of return.

5. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant teacher for any cause not related solely to her pregnancy.
6. The Board has the right to remove any pregnant teacher from her daily duties on anyone of the following criteria:
 - a. Her teaching performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if;
 1. The pregnant teacher fails to produce a physicians' certificate that she is medically able to continue teaching; or
 2. The Board's physician concludes she is unable to continue teaching.
7. In no case shall a pregnant teacher be granted sick leave beyond her annual and accumulated sick leave days. However, a teacher may petition pursuant to the Statutes for extended sick leave.

ARTICLE TWENTY-EIGHT: ACCRUED LEAVE

A. Accrued Leave

Each teacher with fifteen (15) or more years of service in the system at the date of leave shall receive an accrued leave allowance. This allowance shall be based on 1 day's pay for every 4 days accumulated. Each day's pay will be based on per diem salary, which is 1/200th of their last annual salary. Accrued leave would cap at \$15,000 effective July 1, 2011.

- B. This payment shall be made at the time of retirement in a lump sum and shall not be considered part of the employee's annual salary. In the event of the death of an employee otherwise qualified to receive this payment, payment shall be made to the employee's estate.

ARTICLE TWENTY-NINE: DEDUCTIONS FROM SALARY

1. All teachers employed on a ten (10) month basis shall be paid in (twenty) semi-monthly installments.
2. Teachers may individually elect to ten (10) percent of their monthly salary deducted from their pay, these funds to be paid to the teacher, half on July 15 and half on August 15. At the written request of individual teachers and within limits prescribed by law, the Board will make payroll deductions for savings/investments plan.
3. At the written request of individual teachers, the board will make payroll deductions for U.S. Government Savings Bonds and will purchase such.
4. The Board will provide for an optional payroll deduction savings plan wherein monies shall be placed in interest bearing accounts at a bank of the Board's choice in place of summer payroll deductions.
5. The Board will pay salaries via direct deposit to a financial institution of the employee's own choosing, effective as soon as practicable following ratification.

ARTICLE THIRTY: SALARY PROVISIONS

A. TEACHERS

1. This salary schedule shall consist of three levels of professional training: the First, the Second and Third Levels. All teachers shall be placed on the First Level unless they meet the qualifications for the Second or Third Level.
2. A teacher shall advance from one level to the next higher level by meeting the requirements as outlined in this article. However, no one will be permitted to advance beyond the maximum of any level for which they

meet requirements.

3. All teachers anticipating advancement from one level to the next must declare such to the Superintendent in writing before March 1 of the year prior to advancement, and present documentation prior to November 1 of the year the advancement becomes effective, and after appropriate documentation shall be paid retroactively to September 1 of that year.
4. All stipends paid in consideration of duties performed as part of a teacher's regular assignment shall be included in the salary for pension purposes. This distinguishes these stipends from extra compensation paid for co-curricular and extra-curricular assignments.
5. Annual increments for satisfactory service shall be granted by the Board of Ed upon recommendation of the Superintendent. The Board of Ed reserves the right upon such recommendation to withhold, decrease or reinstate any annual increment or adjustment pursuant to N.J.S.A. 18A:29-14.
 - A. In order to receive an increment, teachers must have been hired prior to February 1 of any year.
 - B. If an employee's increment is to be withheld, the employee shall be entitled to make a presentation before the Board, in closed session, of no more than 15 minutes.

B. ACADEMICS LEVELS

1. All employees, upon initial employment, shall qualify for the First level unless they satisfy the requirement for placement on either the Second level or the Third level.
2. Academic teachers must have completed 160 semester hours of approved collegiate credits for placement on the Second level.
3. Academic teachers must have completed 192 semester hours of approved collegiate credits for placement on the Third level.

C. CAREER & TECHNICAL EDUCATION (VOCATIONAL - TECH) TEACHERS

1. All CTE teachers, upon initial employment, shall qualify for the First level unless they satisfy the requirement for placement on either the Second or Third level.
 2. CTE teachers must have a minimum of 4 years of industrial experience or such requirements as the State of New Jersey shall institute for their certification. All industrial experience must be in addition to four years of high school education.
 3. These teachers qualify for the Second level by earning a bachelor's degree or accumulation 130 credits.
 4. These teachers qualify for the Third level by earning a Master's degree, a bachelor's degree plus 30 credits or accumulation 160 credits.
 5. Three years of approved industrial experience shall equal one year of professional work on the salary guide, but equivalents shall be granted for not more than seven years of professional work.
- D. When the date or length of employment of a teacher is referred to, it means the date of continuous employment in the regular full-time program of the Essex County Vocational Schools. Teachers on Board approved leave of absence are to be counted as employed in the regular full-time program of the Essex County Vocational Schools.

ARTICLE THIRTY-ONE: LONGEVITY SERVICE PAY

- A. An employee shall be eligible for longevity increment upon the completion of the following years of full-time actual service: 15 years, 20 years, 25 years, and 30 years. Said longevity increments shall be computed from the date of original full-time appointment and shall be pro-rated from the anniversary of the appointment date until the end of the year. However, employees will become eligible on the first of the month coinciding with or next following the completion of the required service. The employee longevity increment shall be paid to him as part of the annual salary. Longevity stipends will increase yearly based on the settlement percentage. Such employees shall receive longevity increments as follows:

Yrs. Of Service Completed	Compensation			
	2019-20	2020-21	2021-22	2022-23
15-19 Years	\$1,472	\$1,513	\$1557	\$1,603
20-24 Years	\$2,677	\$2,752	\$2832	\$2,917
25-29 Years	\$3,829	\$3,936	\$4050	\$4,171
30 and over Years	\$4,818	\$4,953	\$5096	\$5249

- B. Should an eligibility question arise in the case of any individual, the aforementioned longevity shall not be withheld unless the person has been given full recourse under the legal provisions of the Title 18A Education Act, New Jersey Statutes Annotated and the grievance procedure.
- C. Employees hired on or after July 1, 2013 will not be eligible for longevity.

ARTICLE THIRTY- TWO: DOCTORAL STIPEND

Those bargaining unit members with an earned doctorate from an accredited university shall receive an annual stipend of \$4,682. e.g. Ph.D.; J.D.; D.D.S.

MAINTENANCE WORKERS, SECURITY OFFICERS AND DRIVERS' SECTION

ARTICLE THIRTY-THREE: VACANCIES AND PROMOTIONS

- A. The Board agrees to publicize all vacancies and promotions occurring within the bargaining unit. All such openings shall be posted with a copy of said posting sent to the Association President. Candidates are to respond to jobs@essextech.org or any other district on-line posting.
- B. The procedure for filling vacancies and promotions shall be as follows:
1. A notice shall be posted in each school and Association President. Said notice shall contain a job description, salary, experience, educational requirement, shift and building.
 2. Members who apply for such vacancies and promotions shall submit their applications to jobs@essextech.org within the time limit specified in the notice and shall receive written acknowledgment.
 3. Members who desire to apply for positions, which may be filled during their vacation period, shall submit their names to the jobs@essextech.org or together with the position(s) for which they desire to apply and an address and phone number where they can be reached during vacation.
 4. The following factors may be among the criteria applied in vacancy and promotional decisions.
 - a. The required license for the position, if necessary.
 - b. The nature of the duties of the position.
 - c. The employee's experience as it relates to the position,
 - d. The employee's years of service in the system.
 5. In circumstances where the qualifications and seniority of the candidates are comparable the Board retains its managerial right to determine which, if any, internal candidate shall be appointed to fill a vacancy or promotion.
 6. If in the Board's opinion an employee promoted to a position is unable to carry out the responsibilities of the position, they shall be returned to their previous position within the unit with all salary and seniority rights. (Exception to the above rule shall be for disciplinary actions, wherein the employee may be terminated from the district for cause.)
 7. Any employee who completes a probationary period and is subsequently promoted/transferred to another position shall be required to serve a period of 3 months (90 calendar days) probation in that position.

ARTICLE THIRTY-FOUR: VACATION/HOLIDAY(S)

- A.
1. Annual vacation leaves with pay for twelve (12) month employees shall be earned at the following rate:
 - a. Two (2) weeks after one (1) year
 - b. Three (3) weeks after five (5) years
 - c. Four (4) weeks after ten (10) years
 - d. Five weeks after twenty (20) years
 2. Anyone employed for a period of less than one year prior to July 1st of any year, shall receive one day vacation for each month employed to a maximum of ten (10) days. The employee

must be hired and report to work prior to the 15th of the month in order for credit that month.

3. If an employee is terminated or is laid off, from their position with the district, they shall be afforded prorated vacation time.

A holiday schedule shall be developed by the Board in consultation with the Association. There shall be a minimum of sixteen (16) holidays for unit employees: should the district holiday schedule for twelve (12) month employees exceed sixteen (16) the employees of this unit shall be granted those holidays for that year. Maintenance workers will be dismissed in the same manner as the other staff prior to Thanksgiving and Christmas recess.

ARTICLE THIRTY-FIVE: WORK WEEK; HOURS

A.

1. Employees shall work a forty hour (40) work week. Employees shall be given written notice of their shift and location. The Board has the right to implement swiping technology as a means of signing in and out. Upon implementation of swiping technology by the Board, employees will be obligated to swipe in and out.
2. Employees shall have a daily thirty (30) minute minimum lunch period inclusive in the workday.
3. An a.m. and p.m. break period of (10) minutes shall be granted each employee, although not necessarily at the same time.
4. Summer recess hours (July 1 through August 31), shall be 7:30 a.m. to 3:30 p.m. The Board retains the right to establish shifts other than the 8:00- 4:00 or 7:30 – 3:30 shifts set forth above during the summer.
5. The Board shall have the right to transfer employees between classifications, duties, buildings or shifts in case of emergency. Prior to transferring these employees, the supervisor shall discuss the change with the employee. If the transfer is for less than twenty-four (24) hours, no advance notice is required. Changes to last in excess of twenty-four (24) hours require no advance notice. Changes to last in excess of one shift shall be noted in writing and the employees shall have the opportunity to discuss the transfer with the Director of Operations and Maintenance. Employees shall be assigned to a primary assignment and shift at the beginning of the school year. Prior to transferring an employee involuntarily, the District shall seek volunteer for the position first.
6. Maintenance shift hours will remain as consistent as possible. However, the Board may change shifts on a short term basis to perform projects of a planned duration which are better completed during those hours students are not present or to meet the operational needs of the District. The Board shall provide seventy-two (72) hours' notice in advance of any such change in shift hours. The Board shall not use the change in shift hours to avoid the payment of overtime.

- B Prior to their adoption by the Board, job descriptions shall be discussed with the Association. Once adopted, the job description shall be made part of this agreement and a copy shall be given to each employee affected.
- C. All employees shall be free to leave their job site during their duty free lunch period, provided adequate coverage is available and with the permission of the building principal, whose decision is final. Employees must swipe out if they leave their job site for lunch.
- D. Maintenance hours shall be 8:00a.m. to 4:00p.m. daily.
- E. When a Driver's assignment requires he/she to work beyond his/her assigned workday the additional time shall be accumulated and paid at the appropriate overtime rate.

ARTICLE THIRTY- SIX: UNIFORMS AND MAINTENANCE ALLOWANCE

- A.
 - 1. Maintenance personnel and Drivers shall be provided work uniforms as per present practice of four (4) uniforms per year. Maintenance employees shall receive four (4) blue tee shirts with chest pocket. Appropriate uniform patches and badges shall also be supplied by the Board.
 - 2. Security officer uniforms shall include: one (1) pair of shoes, one (1) belt, four (4) pants and four (4) shirts. Effective July 1, 2005 one (1) sweater shall be added. Effective July 1, 2005 one (1) jacket shall be added. Every three (3) years thereafter, the jacket and sweater only shall be replaced.
- B. All employees must wear the uniform provided every day school is in session and shall maintain them in clean and good repair.
- C. To defray the costs of the obligation to maintain the uniforms, all custodial and maintenance employees shall be paid an allowance by October 15 of each contract year. The allowance shall be four hundred fifty (\$450) dollars per year for the life of this Agreement.
- D. Four (4) sets of Boiler Cleaning coveralls shall be provided at each building for such work.
- E. Maintenance workers and drivers shall be eligible for reimbursement of up to \$110.00 for one pair of work shoes per school year upon presentation of a paid receipt to the Business Administrator. Said employee shall be reimbursed in the next billing cycle after the presentation of a valid paid receipt to the Business Administrator. Maintenance workers and Drivers shall wear acceptable work shoes at all times.

ARTICLE THIRTY- SEVEN: COMPENSATION

- A. Salaries shall be paid according to the schedule herein.
- B. Night shift differential of 10% shall be paid to those employees whose starting time is 2:00 p.m. or later. Shift differential shall be paid during temporary periods of transfer to day work between the dates September 1st and June 30th.
- C. Call out time shall be given to any employee recalled to work outside of their normal shift (not overtime added to normal shift, but recall to work site). Employees shall be paid a minimum of two hours at the overtime rate as compensation. Time worked in excess of two hours shall be paid at the overtime rate for all hours worked.
- D. All hours worked in excess of eight hours per day shall be paid at the rate of time and one half. The Board will not change individual employees' shift hours to avoid paying overtime. However, volunteers will be sought for regular assignments, which require an earlier start, or later finish time than the regular shift. The shifts of the volunteers will be adjusted on the days these assignments are performed. If no volunteers are available, the Board and/or its designee reserves the right to assign any qualified employee to these assignments.
- E. All hours in excess of forty (40) per week shall be paid at the overtime rate. All days as paid under the Article of this agreement will be counted as if worked for purposes of calculating overtime in excess of forty (40) hours.
- F. Distribution of overtime shall be scheduled starting with the most senior employee on an equity basis so as to provide job description and provided the employee is qualified to do the scheduled work. Final determination of assignment and qualification is the sole province of the Board and /or its designee.
- G. The hourly wage for summer work will be \$24.98 for 2019-20, \$25.68 in 2020-21, \$26.42 in 2021-2022, and \$27.21 in 2022-23.

- H. Staff shall be reimbursed the current IRS mileage rate for all business use of personal vehicles. Reimbursement shall be conditioned upon proof of approval by Superintendent or designee for vehicle use.
- I. Terminal Leave pay shall be provided to each member with fifteen (15) or more years of service in the system at the date of his/her retirement (or vested retirement after fifteen (15) years). A terminal leave allowance of one (1) day's salary for each four (4) days of accumulated, unused sick leave. Accrued leave would cap at \$15,000 effective July 1, 2011. In the event of the death of an employee otherwise qualified to receive this benefit, terminal leave will be paid to the employee's estate.
- J. Longevity shall be as outlined below. The longevity will increase yearly by the same rates as the settlement percentages. Employees hired on or after July 1, 2013 will not be eligible for longevity.

Yrs. Of Service Finished	2019-20	2020-21	2021-22	2022-23
15-19 years	\$1,247	\$1,282	\$1,319	\$1,358
20-24 years	\$2,309	\$2,373	\$2,442	\$2,515
25-29 years	\$3,318	\$3,411	\$3,510	\$3,615
30 or more years	\$4,329	\$4,450	\$4,579	\$4,716

- K. Employees transferred temporarily to a position with a higher salary shall be paid prorated compensation for work in the position.
- L. The Board shall pay the cost of any additional licenses required by any employees when furnished with the appropriate documentation.
- M. An employee transferred to another title and/or shift shall the compensation associated with that title of shift.
- N. Effective as soon as practicable following ratification, all bargaining unit employees will be paid through direct deposit only. The Board shall offer direct deposit of paychecks to a financial institution of the employee's own choosing, consistent with its ability to develop such a program at a minimum cost to the Board.
- O. Security officers will be reimbursed for SORA/SIRA training renewals beginning 7/1/13.
- P. Maintenance staff employees will be eligible for tuition reimbursement from the secretaries' Pool (now called support staff) for related classes (HVAC, plumbing, etc.) with prior approval from the Superintendent.

ARTICLE THIRTY- EIGHT: REDUCTION IN FORCE

- A. In the event of a reduction in force, the staff shall be reduced in reverse order of seniority for those individuals who have completed two years of service in the district. Seniority is determined by length of service to the district first and time in title second. Employees may exercise "bumping rights" over staff in other unit categories provided they have served in those capacities.
- B. Any employee on lay off status shall be offered re-employment should a position become available for which they had formerly served in or would have had bumping rights to such position, providing the vacancy occurs within thirty (30) months from the date of the layoff.

ARTICLE THIRTY- NINE : SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from his or her post of duty, of any member because of personal disability due to illness or injury, or because he or she has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such diseases in his or her immediate household.
- B. In case of personal illness for full-time employees, an allowance of full pay will be made for fifteen (15) school days: for ten (10) month employees twelve (12) schools days in any school year. If any such person requires in a school year less than this specified number of days of sick leave with additional sick leave with full pay as needed in subsequent years. Up to five (5) days per year of accumulated days may be used for incidents of family illness.
- C. A doctor's certificate stating illness, the inability of the employee to report for work, and the period of such disability will be required in case of absence on account of personal illness for more than three (3) consecutive days. Employees that abuse their sick leave by, for example, pattern absenteeism or excessive absenteeism, shall be subject to disciplinary action.
- D. N.J.S.A. 18A:30-6 prohibits the automatic granting of sick leave days beyond those permitted to accumulate. When sick day absences exceed the annual sick leave and the accumulated sick leave credited to individual employees, requests for additional time will be reviewed by the Board on a case by case basis and in accordance with the provisions of N.J.S.A 18A:30-6.
- E. Members shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE FORTY: EXTENDED LEAVES OF ABSENCE

- A.
 - 1. Natural Birth:
Upon notification of Maternity Leave to the district employees shall include estimated last day as well as proposed return date of leave.
 - 2. Adoption:
Any member adopting an infant child shall receive similar leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption.
- B. Military Leave.
Shall follow state statute.
- C. Hold Public Office:
The Board shall grant a leave of absence without pay or benefits to any member to serve in the first term of public office other than those covered in Title 18A or in Existing contracts.
- D. Jury Duty:
Employees shall be excused from work on days served on jury without loss of pay subject to documentation. There shall be no set off of salary.

- E. Special:
Other leaves of absence without pay may be granted by the Board for good reason.
- F. Benefits:
All benefits to which a member was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- G. All extensions or renewals of leave shall be applied for and answered in writing. The request for such an extension or renewal shall be made to the Business Administrator at least ninety (90) days prior to the expiration of the leave.
- H. All rights and benefits granted under this contract are in addition to such rights as are granted under the Federal Family and Medical Leave and N.J. Family Leave Acts.

ARTICLE FORTY- ONE : EMPLOYMENT PROCEDURES

- A. Employees shall be hired subject to a three (3) month (90 calendar days) probationary period.
 - B.
 - 1. Upon completion of the probationary period no employee shall be dismissed, disciplined, reduce in compensation, non-renewed or terminated without just cause for said action (Except for RIF or layoff).
 - 2. No member of the bargaining unit shall receive or acquire tenure. Any members who may have accrued tenure rights prior to this agreement, collectively and individually agree to waive said tenure and all rights inherent in its accrual. All members are "fixed term" employees as set forth and with the rights contained in Article 41 - Employment Procedures.
 - C. All personnel, except probationary employees, shall be subject to a thirty (30) day notice (except for cause) in cases of voluntary resignation, retirement and/or non-renewal and/or lay off. Employees terminated at the end of their probationary period shall be entitled to five (5) work days' notice of termination.
 - D. The Board shall have the right to transfer employees between classification and duties. Prior to transferring an employee in duties shift assigned building, the supervisor will discuss the change with the employee and the employee shall be given written notice of the change. Any employee who requests, shall be afforded an opportunity to discuss the transfer with the immediate supervisor.
 - E. Employees transferred/promoted or otherwise changed in job title, shall be given full credit for prior employment with the Board and placed on the step appropriately reflecting total years of service.
 - F. Advanced placement on guide for new hires up to step five (5) for actual related experience may be granted by the Board at the time of hire. Up to step seven (7) may be granted for maintenance/ utility employees.
 - G. Schedules within the school will be made up by the Principal with the approval of the Business Administrator. The schedule shall then be filed with the Business Administrator.
 - H. The Board shall provide at least one in-service improvement program per school year for all unit members.
- Workshop shall be planned after consultation between the Association and Business Administrator. Participation in workshops shall not be subject to overtime pay. **It is the district's responsibility to provide, at no cost to the employees, all federal and state mandated training, included but not limited to asbestos awareness and Right to Know, including administrators.**

SECRETARIES, PARAPROFESSIONALS,
SYSTEMS NETWORK ADMINISTRATOR & PARENT COORDINATOR
SECTION

ARTICLE FORTY-TWO: DEFINITIONS AND CONSTRUCTION

- A. The following words and phrases, when used herein, unless the context of any such word's usage clearly indicates otherwise, shall have the following respective meanings;
1. "Association" shall mean the Essex County Vocational Education Association, or any successor bargaining agent certified to be the bargaining representative of the Bargaining Unit by PERC.
 2. "Bargaining Unit" shall mean that group of Employees who are represented by the Association and which has been certified by PERC to be an appropriate bargaining unit for negotiations, as more particularly described in "Recognition" of this Agreement.
 3. "Break in Service" shall mean the termination of an Employee's period of Service on account of termination of employment, permanent disability, permanent layoff or death.
 4. "Employer" or "Board" shall mean the Board of Education of the Essex County Vocational Schools.
 5. "Forfeited Service" shall mean that period of Service which has terminated on account of a Break in Service before the Employee has become a Tenured Employee.
 6. "Part-time Employee" shall mean an Employee who is regularly scheduled to work less than 20 hours per week.
 7. "PERC" shall mean the Public Employment Relation Commission of New Jersey.
 8. "Permitted Leave of Absence" shall mean a leave of absence for health or educational reasons for up to one (1) year which has been approved in advance by the Employer, provided that upon termination of any such approved leave of absence the Employee promptly returns without intervening employment elsewhere. A Permitted Leave of Absences shall not be considered to be a Break in Service.
 9. "Probationary Employee" shall mean an Employee who has been initially hired by the Employer who has been employed 89 calendar days, or less.
 10. "Promotional Position" shall mean an employment category, which an Employee may seek, which constitutes a promotion by virtue of the extra pay or responsibility (supervisory or administrative) that it offers (excluding extra pay for extra work).
 11. "School Business Administrator" shall mean that person certified by the State of New Jersey and designated by the Employer to serve as the Chief Executive Officer of the Business and administrative function of the Employer.
 12. "School Year" shall mean the ten consecutive month period beginning on September 1 and ending of June 30 during which school is in session.
 13. "Sick Leave" shall mean that short term permitted absence from employment of an Employee due to short term disability on account of illness or injury or due to exclusion from school by the school's medical authorities.
 14. "Services" shall mean that period for which an Employee has worked for the Employer, commencing on the date he was credited with his first day of employment and ending when he has incurred a Break in Service.
 15. "Superintendent" shall mean that person designated by the Employer to serve as the Chief Executive Officer of the educational function of the Employer.
 16. "10 Month Employee" shall mean an Employee who works only during the School Year.

17. "12 Month Employee" shall mean an Employee who works during the Work Year.

18. "Work Year" shall mean that twelve consecutive month period which coincides with the fiscal year of the Employer, beginning on July 1st each year.

19. "Year of Service" shall mean twelve consecutive months of employment during any Work Year, in the case of 12-Month Employees, or ten consecutive months of employment during any Work Year, in the case of 10-Month Employees. In the event an Employee does not earn a Year of Service during their first or last year of employment, such Employee shall receive a partial year's credit.

20. **Revision of IT/Systems Network Administrator Dept. titles to be as follows: Network and System Administrator, Systems Support Specialist, District Application Specialist. Note – Changes to job titles and descriptions reflect no changes that would threaten the individual's status as current or future Association members.**

ARTICLE FORTY-THREE: HOURS OF WORK AND OVERTIME

A. The work day, Monday through Friday, shall be as follows:

1. Employees shall work seven hours per day and shall be granted an additional one hour, duty free lunch period. The Board has the right to implement swiping technology as a means of signing in and out. Upon implementation of swiping technology by the Board, employees will be obligated to swipe in and swipe out instead of signing in and signing out.

2. If early dismissal occurs before a holiday, or is due to emergency or weather conditions, the Employees shall be dismissed in the same manner and time as the teachers, leaving to the Superintendent or designee the right to require one or more Employees to remain. Any Employee required to remain after early dismissal shall receive compensatory time at a time convenient to the Employee and his immediate supervisor.

3. Any Employee who is authorized to work overtime and who works in excess of number of hours specified for a work day, or who works on Sunday or designated holiday, shall be entitled to overtime pay for all such time, provided such overtime is in excess of 15 minutes. Overtime pay shall be one and one-half times (1 1/2 x) such Employee's normal hourly rate of pay.

4. The Board shall seek volunteers to work, whenever possible. If there are insufficient Employees to volunteer for such work, Employees shall be assigned on a reverse seniority basis. Any 10 Month Employee working during the summer shall receive a monthly salary of 1/10th his annual base salary.

5. During the months of July and August, 12 Month Employees will be permitted to alter their work schedule with the prior approval of the Superintendent. For Central Office Employees only, the Board reserves the right to change the work schedule during such months as follows: 8:30 a.m. to 5:00 p.m., with 1/2 hour for lunch, Monday through Thursday. The decision of the Superintendent and/or Board of Education as to whether to implement the above shall not be arbitrable.

6. Each workday, each Employee shall be permitted two, uninterrupted, ten-minute breaks, one in the morning and one in the afternoon.

7. Instructional aides shall follow the same workday, 8:00 to 3:05 (7 hour, 5 minute day), with one-hour lunch and the same Work Year as the certified teaching staffmembers.

8. Flex scheduling can be implemented by the Administration, allowing additional scheduling options in the school day. Employees may be scheduled to start as determined by the Superintendent no later than one (1) hour prior to the start of regular work day, with all stipulations, breaks, and lunches being the same as the regular work shift. If the selection for flex shifts is not filled by a volunteer from the voluntary pool of applicants, the selection shall be made by the Superintendent or designee based upon the needs of the District.

9. Paraprofessionals will be required to attend one after school meeting per month, up to 4:30 p.m. The specific meeting, building, department or other, will be determined by their immediate supervisor, it is noted that paraprofessionals are welcome and encouraged to attend both building faculty and departmental meetings.

ARTICLE FORTY-FOUR: HOLIDAYS AND VACATIONS

- A. 10 - Month Employees shall be given time off without loss of pay during the months of July and August. During the School year, 10 Month Employees shall receive such days off that neither teachers nor students are present without loss of pay.
- B. 12-Month Employees shall receive 17 holidays off with pay each Work Year, the scheduling of such holidays being left to the Employer.
- C. Vacation eligibility for 12 Month Employees shall be determined each June 1st with effect on the July 1st following determination date. Scheduling of vacations shall require the prior written approval of the Employee's immediate supervisor and the Superintendent, such approval not to be unreasonably withheld. Vacation entitlement shall be determined as follows:

Length of Service	Monthly Vacation Accrual
Less than one year	3/4 days
One year but less than two years	5/6 days
Two years but less than eight years	1 1/4 days
Eight years but less than twenty years	1 2/3 days
Twenty years or more	2 1/12 days

- D. (deleted)
- E. All unused vacation days granted the employee from the prior school year shall be paid the maximum payout then being one year's accrued vacation, left over from the prior year.

ARTICLE FORTY-FIVE: EMPLOYMENT PROCEDURES

- A. 1. Placement on Salary Schedule/Adjustment to Salary Schedule.
Each Employee shall be placed on his proper step of the salary schedule as of the beginning of each Work Year. Any 12-Month Employee employed prior to January 1st of any Work Year, and any 10-Month Employee employed prior to February 1st of any Work Year, shall be given full credit for one (1) Year of Service towards the next increment step for the following year.
- 2. Resignation
Any Employee, who is resigning from his/her position, shall give thirty (30) day's written notice, if at all possible, but in no case less than the normal two (2) weeks' notice.
- 3. Notification of Contract and Salary
Employees shall be notified of their contract and salary status for the ensuing year no later than May 15.
- 4. Reduction in Rank or Job Classification
 - A. No tenured Employee may be reduced in rank or compensation without just cause and except as authorized by law.

B. Any Employee who has been reduced in rank or compensation may request and receive from the Superintendent, or her designee, reason for such reduction no later than fifteen (15) working days following the receipt of such request. Any such request shall be made within fifteen (15) working day of either the effective date of reduction in rank or compensation, or on the date on which the Employee was formally notified.

5. Pursuing Legal Rights

Nothing herein shall limit the redress of any Employee from pursuing their legal rights for any form of discipline.

ARTICLE FORTY- SIX: SALARIES

A. Salary Schedule

The salary of each Employee covered by this Agreement is set forth in Schedule "G" which is attached hereto and made apart hereof.

B. Procedure for Withholding Employment of Adjustment Increments

Employment of adjustment increments may be withheld, in whole or in part, for inefficiency or other just cause related to the performance of duties, in accordance with the provisions of this Agreement and the prevailing law and regulations.

C. Method of Payment

12 Month Employees shall be paid in 24 equal, semi-monthly installments. 10 Month Employees shall be paid in 20 equal, semimonthly installments, unless they elect the "summer pay" option in writing. Effective as soon as practicable following ratification, all bargaining unit employees will be paid through direct deposit only.

D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paycheck on the last previous working day.

E. All hiring levels and granted experience are at the discretion of the superintendent.

F. Each member in this unit will receive a yearly stipend for completion of a 4 year degree from an accredited college or university, with the pro-rated stipend not to exceed \$1,000 per person based on a unit total not exceed \$10,000 per year.

1. All stipend requests must be accompanied by official transcripts from the accredited college or university granting the degree.
2. Stipends will start in the first pay period following Board approval and will be prorated appropriately.

ARTICLE FORTY-SEVEN : TRANSFER AND REASSIGNMENT

- A. No later than June 1st of each School Year, the Superintendent or her designee shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following School Year.
- B. Employees who desire to change and assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent or her designee not later than June 15. Such statement shall include the school or schools to which he or she desires to be transferred in order of preference.
- C. As soon as possible, and no later than July 15, the Superintendent or her designee shall post in each school and deliver to the Association President a system wide schedule showing the names of all Employees who have been reassigned or transferred and the nature of such reassignment or transfer. Such individual transfer or reassignment shall be confirmed in writing to the Employee.
- D. In the determination of requests for voluntary reassignment and/or transfer, the wish of the individual Employee shall be **honored** to the extent that the transfer does not conflict with the requirements and the best interests of the school system, as determined by the Board. The Board agrees that when a number of individuals request transfers or reassignments and where all other relevant factors are equal, seniority shall decide the issue.
- E. Notice of involuntary transfer or reassignment shall be given to Employees as soon as practical. In the event that an Employee objects to transfer or reassignment, upon the written request of the Employee, the Superintendent or designee shall meet with him/her. The Employee may, at his/her option, have an Association representative present at such meeting.
- F. Employees, who desire to apply for a transfer during the summer period, shall submit their names to the Superintendent or designee together with the positions to which they desire to be transferred, including any contact information that is requested by human resources.

ARTICLE FORTY-EIGHT : POSTING OF JOB VACANCIES AND NEW POSITIONS

A. Procedure for Job Posting

1. The Board agrees to post all District vacancies, whether permanent or acting; full or part-time; of a teaching, supervisory, secretarial or administrative nature which may occur.
2. A notice shall be posted in each school and to all employees via the District's email system at least ten (10) school days before the final date of application. Said notice shall contain a job description, salary, experience and educational or other requirements. One copy of each notice shall be sent to the Association President. Applicants must apply to jobs@essextech.org or any other designated district on-line job site within the designated timeframe. District Human Resources personnel will acknowledge the receipt of all applications.
3. It is the responsibility of the employee to check their emails for emergent positions when school is not in session and to apply for any desired position within the posted timeline.
4. Positions for all anticipated summer positions will be made by May 15, with job notification by June 1st. Initial postings for anticipated evening school, apprentice, home instruction, part-time, and extracurricular positions will be made by June 15, with job notification by September 15 if possible.
5. In filling positions, consideration shall be given to the employee's area of expertise, certification if appropriate, quality of performance, attendance, record, and length of service to the Essex County Vocational Schools. Suitable full-time employees, employed in the District, shall have priority for openings.
6. The person holding a position shall retain that position for the following year, provided that he has performed satisfactorily to all guidelines set forth by the Superintendent.
7. Should the District employ an outside vendor for any special program, the full provisions of this article will apply. These outside vendors for any special program, the full provisions of this article will apply. These outside vendors must at minimum provide the contractual rate for services rendered by District employees hired to these special programs.
8. Any movement from one guide to another shall be lateral.

B. Accredited Evening High School-Summer School and Federal Programs

1. Posting:

All openings for positions in the accredited evening high school, summer school, federal projects and other programs shall be publicized by the Superintendent or his designee in accordance with the procedure for publicizing promotional vacancies set forth in Section 48A-1, above. Summer school and accredited evening high school openings shall be publicized not later than the preceding March 1, and June 1, respectively and Employees shall be notified of the action taken no later than May 1, and September 1, respectively.

2. Salary:

The rate of pay for a full and part-time evening program positions included in this Article shall be **\$26.11 effective 7/1/19, \$26.84 effective 7/1/20, \$27.62 effective 7/1/21, and \$28.45 effective 7/1/23.**

3. Coverage by Master Agreement

All of the provisions of this Agreement shall apply to Employees holding positions in the accredited evening high school, summer school, and/or federal programs, except where clearly inapplicable.

ARTICLE FORTY-NINE: EMPLOYEE EVALUATIONS

A. Non-tenured Employees

1. Frequency

Employees shall be evaluated by their immediate supervisors at least one (1) time in each School Year, to be followed in each instance by a written evaluation report and by a conference between the Employee and his/her immediate supervisor for the purpose of identifying any deficiencies and for extending assistance for their correction.

2. Copies of Evaluation

An Employee shall be given a copy of any visit or evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, place in the Employee's file or otherwise acted upon without prior conference with the Employee. No Employee shall be required to sign a blank or incomplete evaluation form. Employees are required to sign to confirm receipt and review of the evaluation.

3. Evaluation Procedure

A). Communication

1. Prior to any evaluation report, the immediate supervisor of any Employee shall have had appropriate communication, including, but not limited to, all steps outlined below and the provisions of the appropriate Section of this Agreement, with said Employee regarding his performance as an Employee.

2. Evaluation reports shall be presented to each Employee by his immediate supervisor in accordance with following procedures:

a. Such report shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the Employee in a supervisory capacity;

b. Such reports shall be addressed to the Employee;

c. Such reports shall be written in narrative form and shall include, when pertinent:

- I. Strengths of the Employee as evidenced during the period since the previous report;
- II. Weaknesses of the Employee as evidenced during the period since the previous report; and
- III. Specific suggestions as to measures which the Employee might take to improve his performance in each of that area wherein weaknesses have been indicated.

ARTICLE FIFTY: PERSONNEL RECORDS

A. Personnel Records

1. File

An Employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. An Employee shall be entitled to have a representative of the Association accompany him/her during such review. A representative of the Human Resources Department or a designee of the Superintendent or Business Administrator may also be present for this review of the documents. At least once every year, an Employee shall have the right to indicate those documents and/or other material in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if the Superintendent determines the materials to be obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes

over the retention of said documents may be processed through the grievance procedure, commencing at Level Two

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

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the Employee's inspection.

ARTICLE FIFTY-ONE: SICK LEAVE

A. Sick Leave:

1. In case of personal illness full-time employees are entitled to twelve (12) school days per school year of paid sick leave for 10 month employees. Twelve month employees are entitled to fifteen (15) school days per school year of paid sick leave. If an employee does not use all of such Sick Leave allowance in such Work Year, all days not utilized shall be accumulated, to be used as needed in subsequent years.
2. N.J.S.A. 18A:30-6 prohibits the automatic granting of sick leave days beyond those permitted to accumulate. When sick days absences exceed the annual sick leave and the accumulated sick leave credited to individual Employees, requests for additional time will be reviewed by the Board of Education on a case-by-case basis and in accordance with the provisions of N.J.S.A. 18A:306.
3. A doctor's certificate, stating standing fitness for full duty as defined by statute may be required beyond three (3) consecutive days and is to be submitted upon return to work. If a pattern of Sick Leave being taken before or after a holiday or before or after vacation is observed, a doctor's certification may be required at the Board's discretion.
4. Employees shall be given a written accounting of accumulated Sick Leave days not later than September 15 of each Work Year.
5. In the case of illness in an individual's immediate family, the Employee may be absent from his/her post and suffer no loss of pay up to 5 days in any Work Year. Such paid days off shall be charged to the Employee's Sick Leave allowance.

B. Accrued Leave

1. Each employee with fifteen or more years of service in the system at the date of leave shall receive an accrued leave allowance. This allowance shall be based on 1 day's pay for every 4 day accumulated. Each day's pay will be based on per diem salary, which is 1/200th of their last annual salary for 10 month employees and per 6A:23A-3.1 for 12 month employees. Accrued leave would cap at \$12,000.
2. This payment shall be made at the time of retirement in a lump sum and shall not be considered part of the employee's annual salary. In the event of death while employed, payment shall be made to the employee's estate.

ARTICLE FIFTY-TWO: EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

1. Upon notification of Maternity Leave to the district employees shall include estimated last day as well as proposed return date of leave.

2. Adoption

Any Employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption.

B. Hold Public Office

The Board shall grant a Leave of Absence without pay or benefits to any employee to serve in his first term of public office, other than those covered in the statutes.

C. Special Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

D. Benefits

All benefits to which an Employee was entitled at the time his Leave of Absence commenced, including unused Sick Leave, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially similar position.

E. Request for Extended Leave

All extensions or renewal of leave shall be applied for and answered in writing. The request for such an extension or renewal shall be made to the Superintendent at least ninety (90) days prior to the expiration of the leave.

ARTICLE FIFTY-THREE: LONGEVITY SERVICE PAY

- A. An Employee shall be eligible for longevity increment upon the completion of the following years of full time actual service; 15 years, 20 years, 25 years, and 30 years. Said longevity increment shall be computed from the date of original full time appointment and shall be pro-rated from the anniversary of the appointment date until the end of the year. However, employees will become eligible on the first of the month coinciding with or next following the completion of the required service. The Employee longevity increment shall be paid to him as part of the annual salary. The longevity increment will increase yearly by the same rate as the settlement percentage. The 10-month employee will receive 10/12 of the stipend amount.

B. Such Employee shall receive longevity increment as follows:

Years of Completed Service	2019-20	2020-2021	2021-22	2022-2023
15-19 Years	\$1,239	\$1,273	\$1,310	\$1,349
20-24 Years	\$2,297	\$2,362	\$2,430	\$2,503
25-29 Years	\$3,300	\$3,392	\$3,491	\$3,595
30 or more years	\$4,303	\$4,424	\$4,552	\$4,688

C. Should an eligibility question arise in the case of any individual, the aforementioned longevity shall not be withheld unless the person has been given full recourse under the legal provisions of Title 18A of the New Jersey Statute and the grievance procedures.

D. Employees hired on or after July 1, 2013 will not be eligible for longevity.

ARTICLE FIFTY- FOUR: PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

A. Each work year, the Board shall provide all Employees covered by this Agreement single-session days of in service training during normal work hours, developed with Association's input, for the purpose of strengthening and updating their job skills. With the prior approval of the Superintendent, secretaries, clerks and aides who have been employed by the District for at least one (1) year shall be reimbursed 100% of the tuition costs for college courses or workshops relevant to the applicant's position. No more than the State College tuition rate shall be reimbursed for all successfully completed relevant course. The maximum liability or exposure to the Board for total tuition costs for this unit shall not exceed \$10,000 in each year of the contract. Denial of such tuition shall not be subject to arbitration.

B. Tuition Reimbursement- effective 9/1/11, only tenured employees are eligible to be reimbursed by the Board for their tuition for courses, subject to the following conditions. Agreed upon June 9, 2014, tuition reimbursement for employees with three years of service to the district.

1. Undergraduate courses necessary to obtain a different degree or an Instructional Certificate, or are otherwise advantageous to the District. All undergraduate courses must be specifically approved by the Superintendent. Denial shall be non-arbitrable.
2. All courses are approved by the Superintendent of Schools prior to enrollment. The denial of same is grievable to the Board but is non-arbitrable.
3. Regardless of degree level, the courses must be related to the employee's present assignment or part of certification or advanced degree requirement beneficial to the assignment.
4. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted. Should the learning institution mandate a pass/fail system for a course, a passing grade will count as satisfactory completion.
5. Tuition shall be paid by the Board of Education up to a maximum of the Montclair State University graduate rate times nine (9) credits per year per employee. To be eligible, an employee must complete two (2) years of employment. Any exceptions are at the sole discretion of the Superintendent.
6. Evidence of payment of tuition must be presented before reimbursement will be paid.
7. Applicants shall not have received tuition scholarship aid from some other sources which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.
8. Tuition reimbursement will be \$10,000 per year for the length of this agreement. If there are

insufficient funds to pay for all eligible requests, the Association can request that the Board appropriate additional funds.

9. Reimbursement is subject to Internal Revenue Service rules and regulations.
10. Employees who receive tuition reimbursement under this Article must continue in the Board's employ for two (2) years after receipt of such payment. Employees who leave prior to that time must reimburse the Board a pro-rata share of the payment equivalent to the portion of the two years not worked, unless the employee is terminated by the Board or is unable to continue in the Board's employ due to death or serious illness.
11. Monies left over at the end of the tuition reimbursement year in either the teachers or secretarial funds will be applied to any shortfall in the other fund in that same year but there will be no carryover of funds from year to year.

SCHEDULE A

Level I					
Step	18-19	19-20	20-21	21-22	22-23
3	54,000			---	---
4	54,500	55,115	56,027	--	--
5	55,150	55,765	56,677	57,725	58,960
6	56,679	57,294	58,206	59,254	60,489
7	57,736	58,351	59,263	60,311	61,546
8	58,792	59,407	60,319	61,367	62,602
9	60,021	60,636	61,548	62,596	63,831
10	62,546	63,161	64,073	65,121	66,356
11	63,836	64,451	65,363	66,411	67,646
12	65,108	65,723	66,635	67,683	68,918
13	67,651	68,266	69,178	70,226	71,461
14	70,106	70,721	71,633	72,681	73,916
15	72,736	73,351	74,263	75,311	76,546
16	75,279	75,894	76,806	77,854	79,089
17	76,673	77,288	78,200	79,248	80,483
18	76,155	79,770	80,682	81,730	82,965
C	84,657	85,272	86,184	87,232	88,467
B	92,593	93,208	94,120	95,168	96,403
A	97,175	97,790	98,702	99,750	100,985

Individuals will move from one numbered step to the next on their respective guides each year. Individuals who reach the top step of the guide will then be moved off guide and placed on the letter listed after the step on the guide. Those off guide receive yearly raises reflective of the value increase to the top step of the guide. This applies to all guides.

Level 2					
Step	18-19	19-20	20-21	21-22	22-23
3	56,000			--	--
4	56,799	57,414	58,326	--	--
5	57,498	58,113	59,025	60,073	61,308
6	59,108	59,723	60,635	61,683	62,918
7	60,385	61,000	61,912	62,960	64,195
8	61,596	62,211	63,123	64,171	65,406
9	62,786	63,401	64,313	65,361	66,596
10	65,273	65,888	66,800	67,848	69,083
11	67,918	68,533	69,445	70,493	71,728
12	69,237	69,852	70,764	71,812	73,047
13	70,418	71,033	71,945	72,993	74,228
14	72,976	73,591	74,503	75,551	76,786
15	74,438	75,053	75,965	77,013	78,248
16	75,479	76,094	77,006	78,054	79,289
17	78,816	79,431	80,343	81,391	82,626
18	81,000	81,615	82,527	83,575	84,810
C	87,714	88,329	89,241	90,289	91,524
B	96,325	96,940	97,852	98,900	100,135
A	101,107	101,722	102,634	103,682	104,917

Level 3					
Step		19-20	20-21	21-22	22-23
3	60,500			--	--
4	61,445	62,060	62,972	--	--
5	62,395	63,010	63,922	64,970	66,205
6	63,939	64,554	65,466	66,514	67,749
7	65,470	66,085	66,997	68,045	69,280
8	66,682	67,297	68,209	69,257	70,492
9	67,893	68,508	69,420	70,468	71,703
10	70,436	71,051	71,963	73,011	74,246
11	72,978	73,593	74,505	75,553	76,788
12	74,555	75,170	76,082	77,130	78,365
13	75,522	76,137	77,049	78,097	79,332
14	78,065	78,680	79,592	80,640	81,875
15	80,648	81,263	82,175	83,223	84,458
16	83,774	84,389	85,301	86,349	87,584
17	85,493	86,108	87,020	88,068	89,303
18	87,203	87,818	88,730	89,778	91,013
E	88,741	89,356	90,268	91,316	92,551
D	89,696	90,311	91,223	92,271	93,506
C	93,264	93,879	94,791	95,839	97,074
B	101,377	101,992	102,904	103,952	105,187
A	106,419	107,034	107,946	108,994	110,229

SCHEDULE B

	19-20	20-21	21-22	22-23
Yearbook Advisor.	3,356	3,356	3,453	3,557
Senior Class Advisor.	3,356	3,356	3,453	3,557
Anime Club Advisor.	1,678	1,678	1,727	1,778
Book Club Advisor.	1,678	1,678	1,727	1,778
Bowling Club Advisor.	2,516	2,516	2,589	2,667
Choir Club Advisor	2,516	2,516	2,589	2,667
Dance Troupe Advisor.	2,516	2,516	2,589	2,667
Debate Coach	6,711	6,711	6,906	7113
DECA Advisor	3,356	3,356	3,453	3,557
Drama Club Advisor	2,516	2,516	2,589	2,667
Fashion Club Advisor	1,678	1,678	1,727	1,778
FBLA Advisor	3,356	3,356	3,453	3,557
FIRST Robotics Coach	9,626	9,626	9,905	10,202
FFA Advisor	2,516	2,516	2,589	2,667
HOSA Advisor	3,356	3,356	3,453	3,557
Internet Radio Advisor.	2,516	2,516	2,589	2,667
Literary Magazine Advisor.	1,678	1,678	1,727	1,778
Mock Trial Club Advisor	2,516	2,516	2,589	2,667
Multicultural Club Advisor.	1,678	1,678	1,727	1,778
Music Club Advisor	1,678	1,678	1,727	1,778
National Honor Society Advisor.	2,516	2,516	2,589	2,667
Newsletter Advisor	1,678	1,678	1,727	1,778
Poetry Club Advisor	1,678	1,678	1,727	1,778
Skills USA-VICA Advisor.	3,356	3,356	3,453	3,557
Something Unique	1,678	1,678	1,727	1,778
Student Council Advisor	2,242	2,242	2,307	2376
Technology Student Association Advisor	1,678	1,678	1,727	1,778
HIB Specialist		\$500	\$515	\$529
Advisors who monitor students on overnight student activities shall receive a nightly stipend of		\$80	\$82	\$85
Chaperones who assist advisors on overnight trips shall receive a per night stipend of		\$50	\$51	\$53

Unless otherwise indicated herein, Advisors of all Students Organizations which are funded by the Board of Education shall be paid the same amount as the Literary Magazine Advisor. The Board resumes the right to determine which student organizations will be funded on a year to year basis. All Schedule B positions will increase yearly by the settlement percentage. Scheduled B positions will be paid in four installments, on November 30, January 31, April 30 and June 30. No new advisor positions will be added without notice to the Association President.

Mentoring Committee and Subject Specialist will be hourly as determined by Board, with Mentoring Committee to be chosen in the same way as the PD Committee per State guidelines. Webmaster, if hired from within the District, will also be hourly as determined by Board.

All Schedule B advisors will fill out complete time sheets noting both student contact time and planning time in relation to each advisory position. This accountability sheet must be handed in monthly to the building principal. Schedule B advisors must be Board approved and positions will be held by ECVEA certified staff.

SCHEDULE C GUIDANCE COUNSELORS, MEMBERS OF THE CHILD STUDY TEAM, COE/CIE

Guidance Counselors, CIE, COE, and members of the Child Study Team will be on the Teachers Salary ten (10) month schedule by shall but shall be required to be on duty from September 1 to June 30. Their pay for the summer coverage if required to work shall be computed in the regular manner on the basis of their base salary. Schedule C stipends will increase yearly by the settlement percentage.

Stipends	2019-20	2020-21	2021-22	2022-23
CST,COE,CIE	\$3,068	\$3,154	\$3,245	\$3,342
Guidance Counselors	\$2,303	\$2,367	\$2,436	\$2,509

SCHEDULE D PART-TIME, EVENING AND SUMMER SCHOOL AND HOMEBOUND INSTRUCTION

1. The pay schedule for all part-time, evening, summer school and homebound instructors who work by the hour shall be paid as follows: **\$43.13 per hour for the 2019-20 school year, \$44.34 per hour for the 2020-21 school year, \$45.63 for the 2021-22 school year, and \$47.00 per hour for the 2022-23 school year.**
2. An emergency minimum of one and one-half (1 1/2) times the hourly rate for one hour shall be paid to any of the teaching personnel if they report as scheduled but due to some emergency, classes are cut short or school sessions cancelled.
3. For any teaching outside of the assigned school day, such as , SAT prep, After School Enrichment, Saturday instruction, accelerated classes, remedial classes, teachers will be paid the same rate as evening school instructors.

4. All extra paid duties, outside of the assigned school day, which are non-teaching in nature, shall be paid at \$36.14 per hour for the 2019-20 school year, \$37.15 per hour for the 2020-21 school year, \$38.23 per hour for the 2021-22 school year, and \$39.38 for the 2022-23 school year. These duties include in-district Webmaster, proctoring, monitoring, Mentoring committee, Subject Specialists, Saturday detention; either performed during the school year or when school is not in session.

SCHEDULE E ATHLETIC COACHES, ADVISORS AND DIRECTORS

1. Postings will be made for all Schedule E positions as outlined, but the will retain clause will not apply. Coaching will be paid in two installments each season as follows:

Fall Sports - Sept 30 and Nov 30 Winter
Sports- Jan 31 and March 31 Spring Sports-
April 30 and June 30

Athletic Coordinator will be paid in four installments, on November 30, January 31, April 30 and June 30.

2. The salary schedule for all coaches will be frozen at the 2015-16 level of compensation for the length of this contract as follows:

	2015-16	2019-2023
Head Coach	20% of Level 1 Step 1 \$51,000	10,200
Athletic Coordinator	New 2016-17	9,500
JV Coach Asst. Head Coach Cheerleader Advisor	90% of Head Coach	9,180

3. Athletic Coordinator shall not be permitted to serve as coaches.

SCHEDULE F

MAINTENANCE

	18-19	19-20	20-21	21-22	22-23
1	37,865	38,670	39,550	40,605	41,801
2	38,465	39,270	40,150	41,205	42,401
3	39,275	40,080	40,960	42,015	43,211
4	39,855	40,660	41,540	42,595	43,791
5	41,881	42,686	43,566	44,621	45,817
6	43,085	43,890	44,770	45,825	47,021
7	44,165	44,970	45,850	46,905	48,101
8	45,245	46,050	46,930	47,985	49,181
9	45,829	46,634	47,514	48,569	49,765
10	46,965	47,770	48,650	49,705	50,901
11	48,040	48,845	49,725	50,780	51,976
12	49,400	50,205	51,085	52,140	53,336
13	51,275	52,080	52,960	54,015	55,211
14	52,275	53,080	53,960	55,015	56,211
15	54,275	55,080	55,960	57,015	58,211
A	62,392	63,197	64,077	65,132	66,328

SECURITY OFFICERS AND DRIVERS

Step	18-19	19-20	20-21	21-22	22-23
1	31,515	32,320	33,200	34,255	35,451
2	32,115	32,920	33,800	34,855	36,051
3	32,175	32,980	33,860	34,915	36,111
4	33,500	34,305	35,185	36,240	37,436
5	34,400	35,205	36,085	37,140	38,336
6	35,500	36,305	37,185	38,240	39,436
7	36,500	37,305	38,185	39,240	40,436
8	37,865	38,670	39,550	40,605	41,801
9	38,865	39,670	40,550	41,605	42,801
10	39,790	40,595	41,475	42,530	43,726
11	40,890	41,695	42,575	43,630	44,826
12	42,100	42,905	43,785	44,840	46,036
13	43,600	44,405	45,285	46,340	47,536
14	45,000	45,805	46,685	47,740	48,936
15	47,000	47,805	48,685	49,740	50,936
B	50,143	50,948	51,828	52,883	54,079
A	51,943	52,748	53,628	54,683	55,879

SCHEDULE G

PARAPROFESSIONALS

Step	18-19	19-20	20-21	21-22	22-23
1	26,000	26,805	27,685	28,740	29,936
2	26,539	27,344	28,224	29,279	30,475
3	27,059	27,864	28,744	29,799	30,995
4	27,650	28,455	29,335	30,390	31,586
5	28,150	28,955	29,835	30,890	32,086
6	28,750	29,555	30,435	31,490	32,686
7	29,350	30,155	31,035	32,090	33,286
8	30,014	30,819	31,699	32,754	33,950
9	30,690	31,495	32,375	33,430	34,626
10	31,366	32,171	33,051	34,106	35,302
11	32,041	32,846	33,726	34,781	35,977
12	32,800	33,605	34,485	35,540	36,736
13	33,511	34,316	35,196	36,251	37,447
14	34,082	34,887	35,767	36,822	38,018
15	34,700	35,505	36,385	37,440	38,636
D	35,500	36,305	37,185	38,240	39,436
C	36,092	36,897	37,777	38,832	40,028
B	38,842	39,647	40,527	41,582	42,778
A	39,840	40,645	41,525	42,580	43,776

12 MONTH SECRETARIES

Step	18-19	19-20	20-21	21-22	23-24
1	41,750	42,555	43,435	44,490	45,686
2	42,350	43,155	44,035	45,090	46,286
3	43,050	43,855	44,735	45,790	46,986
4	43,750	44,555	45,435	46,490	47,686
5	44,650	45,455	46,335	47,390	48,586
6	45,550	46,355	47,235	48,290	49,486
7	46,650	47,455	48,335	49,390	50,586
8	47,550	48,355	49,235	50,290	51,486
9	48,450	49,255	50,135	51,190	52,386
10	49,450	50,255	51,135	52,190	53,386
11	50,350	51,155	52,035	53,090	54,286
12	51,350	52,155	53,035	54,090	55,286
13	52,250	53,055	53,935	54,990	56,186
14	53,350	54,155	55,035	56,090	57,286
15	54,350	55,155	56,035	57,090	58,386
C	59,653	60,458	61,338	62,393	63,589
B	61,717	62,522	63,402	64,457	65,653
A	64,378	65,183	66,063	67,118	68,314

SYSTEM NETWORK ADMINISTRATORS

Step	18-19	19-20	20-21	21-22	22-23
1	44,000	45,149	46,845	48,637	50,539
2	44,500	45,649	47,345	49,137	51,039
3	45,000	46,149	47,845	49,637	51,539
4	45,575	46,724	48,420	50,212	52,114
5	46,200	47,349	49,045	50,837	52,739
6	47,000	48,149	49,845	51,637	53,539
7	47,900	49,049	50,745	52,537	54,439
8	48,950	50,099	51,795	53,587	55,489
9	50,000	51,149	52,845	54,637	56,539
10	51,100	52,249	53,945	55,737	57,639
11	52,250	53,399	55,095	56,887	58,789
12	53,400	54,549	56,245	58,037	59,939
13	54,700	55,849	57,545	59,337	61,239
14	56,000	57,149	58,845	60,637	62,539
15	57,300	58,449	60,145	61,937	63,839
16	58,600	59,749	61,445	63,237	65,139
17	59,850	60,999	62,695	64,487	66,389
18	61,000	62,149	63,845	65,637	67,539
19	62,150	63,299	64,995	66,787	68,689
20	63,300	64,449	66,145	67,937	69,839
21	64,700	65,849	67,545	69,337	71,239
22	66,000	67,149	68,845	70,637	72,539
A	85,631	86,780	88,476	90,268	92,170

PARENT COORDINATOR

Step					
1	36,200	37,005	37,885	38,940	40,136
2	36,800	37,605	38,485	39,540	40,736
3	37,400	38,205	39,085	40,140	41,336
4	38,000	38,805	39,685	40,740	41,936
5	38,600	39,405	40,285	41,340	42,536
6	39,300	40,105	40,985	42,040	43,236
7	40,000	40,805	41,685	42,740	43,936
8	40,700	41,505	42,385	43,440	44,636
9	41,300	42,105	42,985	44,040	45,236
10	42,000	42,805	43,685	44,740	45,936
A	46,876	47,681	48,561	49,616	50,812

Special Project Facilitator

Step	18-19	19-20	20-21	21-22	22-23
1	53000	53385	53879	54489	55222
2	53500	53885	54379	54989	55722
3	54000	54385	54879	55489	56222
4	54575	54960	55454	56064	56797
5	55200	55585	56079	56689	57422
6	56000	56385	56879	57489	58222
7	56900	57285	57779	58389	59122
8	57950	58335	58829	59439	60172
9	59000	59385	59879	60489	61222
10	60100	60485	60979	61589	62322
11	61250	61635	62129	62739	63472
12	62400	62785	63279	63889	64622
13	63700	64085	64579	65189	65922
14	65000	65385	65879	66489	67222
15	66300	66685	67179	67789	68522
16	67600	67985	68479	69089	69822
17	68850	69235	69729	70339	71072
18	70000	70385	70879	71489	72222
19	71150	71535	72029	72639	73372
20	72300	72685	73179	73789	74522
21	73700	74085	74579	75189	75922
22	75000	75385	75879	76489	77222

ARTICLE FIFTY-FIVE - DURATION OR AGREEMENT

This Agreement shall become effective **July 1, 2019**, and shall remain in full force and effective until **June 30, 2023**. Subsequent negotiations shall be in accordance with Article II of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement and cause the same to be executed by its respective officers or agents.

FOR THE DISTRICT:


M. Murphy Durkin, Board
counsel

FOR THE ASSOCIATION:

