

**AGREEMENT BETWEEN THE  
EAST ORANGE MAINTENANCE ASSOCIATION  
AND THE  
EAST ORANGE  
BOARD OF EDUCATION  
FOR THE CONTRACT YEAR  
JULY 1, 2018 - JUNE 30, 2023**

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**PREAMBLE**

**THIS AGREEMENT** ('Agreement') IS MADE AND ENTERED INTO ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018. BY AND BETWEEN THE BOARD OF EDUCATION OF THE CITY OF EAST ORANGE, IN THE COUNTY OF ESSEX, A BODY CORPORATE HEREINAFTER CALLED THE "BOARD", AND THE EAST ORANGE SERVICE BUILDING EMPLOYEES' ASSOCIATION, HEREINAFTER CALLED THE ASSOCIATION", WITNESSETH:

**WHEREAS**, THE BOARD AND THE ASSOCIATION DESIRE AND INTEND TO NEGOTIATE IN GOOD FAITH THE TERMS AND CONDITION OF EMPLOYMENT EXISTING BETWEEN THE BOARD AND THE LAWS OF THE STATE OF NEW JERSEY, PARTICULARLY CHAPTER 123, PUBLIC LAWS 1974; AND

**WHEREAS**, BOTH PARTIES HAVE AGREED TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS AGREEMENT:

**NOW, THEREFORE**, IN CONSIDERATION OF THE FULL AND FAITHFUL PERFORMANCE BY EACH OF THE PARTIES HERETO ALL OF THE TERMS, CONDITIONS, AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE BOARD AND THE ASSOCIATION, AS FOLLOWS:

## **ARTICLE I – PRINCIPLES**

1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff, wherever they are housed.
2. Despite reference herein to the Board of Education or Association as such, each reserves the Right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority to act.
3. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Nothing in this Agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

## **ARTICLE II – RECOGNITION**

1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the Association.
2. The term "employee", when used hereinafter in this Agreement, shall refer specifically to maintenance mechanics, i.e., electricians, carpenters, plumbers, HVAC, groundskeepers, painters, and Inventory Control Stock Clerks. It shall also include all security monitors and security guards, paraprofessionals, and teacher assistants, unless otherwise indicated.

### **ARTICLE III – NEGOTIATION PROCEDURE**

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Such negotiations shall begin no later than December 15<sup>th</sup>, with the exception of security personnel, whose negotiations shall commence not later than March 1.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

## **ARTICLE IV – GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

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

An "aggrieved person" is the person or persons making the claim. The "parties of the grievance" are:

- The person or persons making the grievance.
- The person or persons representing the aggrieved individual or individuals.
- The person or persons to whom the grievance applies.
- The person or persons who are representing the individual or individuals against whom the grievance is presented.

### **B. PURPOSE**

The purpose of this provision is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting maintenance employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **C. PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

A grievance shall be deemed waived unless it is submitted within seventy-five (75) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

### **LEVEL ONE**

An employee submitting a grievance shall first discuss it with his/her subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the person to whom the grievance applies is an administrator above the Principal level, the employee should discuss the grievance with such administrator.

## **LEVEL TWO**

If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) schools days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent or his/her designee.

## **LEVEL THREE**

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Superintendent or his/her designee, the aggrieved person or persons may within five (5) school days thereafter request, in writing, that the Chairman of the PR&R Committee submit his/her grievance to the Board of Education. If the grievance is not settled at Level Three within twenty (20) school days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC). PERC shall submit a list of ten (10) names of arbitrators to the parties, and if an agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be advisory in nature, except for security personal where the decision of the arbitrator is binding for termination grievances only. Costs of arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual consent.

## **MISCELLANEOUS**

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein previously referred to. All parties of this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

## **ARTICLE V – EMPLOYEE RIGHTS**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations.

The terms “eligible employees’ or eligible employee” herein shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any eligible employee because of his/her membership in the Association or because of any lawful activities by such employee on behalf of the Association; and the Association shall not solicit membership in the Association, or payment of dues during working hours.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall only identify membership.

### **PART ONE – MAINTENANCE PERSONNEL**

The suspension of a maintenance employee pending criminal charges shall be with pay. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

### **PART TWO – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

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

### **PART ONE – MAINTENANCE PERSONNEL**

Representatives of the Association, the New Jersey Education Association, and the National Education Association may transact official Association business at all reasonable times in the Service building, without interfering with or interrupting normal operations. The Superintendent or his/her designee shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

The Board shall provide at the Service Building, a bulletin board to be exclusively used for official Association business.

The Association shall have the right to use the inter-school mail facilities and school mail boxes for official union business.

### **PART TWO – SECURITY PERSONNEL**

An authorized representative of the Association shall have access during working hours to all facilities, buildings, grounds and other places in which employees covered by this agreement work, for the purpose of attending grievance meetings and representing employees at investigatory meetings from which discipline may result.

Association officials may have access to school district building with the prior approval of the Superintendent of Schools, or his/her designee.

## ARTICLE VII – SALARY

**The contract increase for the five-year period July 1, 2018 - June 30, 2023 shall be applied only to the salary guide, and not to stipends or hourly rates, inclusive of increment and longevity:**

| <b>Year</b> | <b>Group(s)</b>                              | <b>%</b> |
|-------------|----------------------------------------------|----------|
| 2018-2019   | Security                                     | 2.8      |
| 2019-2020   | Security, Paraprofessionals/TAs              | 2.8      |
| 2020-2021   | Security, Paraprofessionals/TAs, Maintenance | 2.8      |
| 2021-2022   | Security, Paraprofessionals/TAs, Maintenance | 3.0      |
| 2022-2023   | Security, Paraprofessionals/TAs, Maintenance | 3.0      |

### **PART ONE – MAINTENANCE PERSONNEL**

The aforementioned salary increases applicable to maintenance personnel is **inclusive of any and all retroactive obligations including, but not limited to, overtime worked during the contract period.**

The parties hereby agree that the following salary guide will be in effect for the period identified above:

| 20-21 | EO Maintenance | 21-22 | EO Maintenance | 22-23 | EO Maintenance |
|-------|----------------|-------|----------------|-------|----------------|
| Step  | Salary         | Step  | Salary         | Step  | Salary         |
| 1     | 55,507         | 1     | 57,181         | 1     | 58,659         |
| 2     | 55,757         | 2     | 57,431         | 2     | 58,909         |
| 3     | 56,007         | 3     | 57,681         | 3     | 59,159         |
| 4     | 56,257         | 4     | 57,931         | 4     | 59,409         |
| 5     | 56,327         | 5     | 58,001         | 5     | 59,479         |
| 6     | 56,598         | 6     | 58,272         | 6     | 59,750         |
| 7     | 56,684         | 7     | 58,358         | 7     | 59,836         |
| 8     | 56,955         | 8     | 58,629         | 8     | 60,107         |
| 9     | 57,133         | 9     | 58,807         | 9     | 60,285         |
| 10    | 57,220         | 10    | 58,894         | 10    | 60,372         |
| 11    | 57,960         | 11    | 59,634         | 11    | 61,112         |
| 12    | 58,701         | 12    | 60,375         | 12    | 61,853         |
| 13    | 59,439         | 13    | 61,113         | 13    | 62,591         |
| 14    | 60,203         | 14    | 61,877         | 14    | 63,355         |
| 15    | 61,837         | 15    | 63,511         | 15    | 64,989         |
| 16    | 62,737         | 16    | 64,411         | 16    | 65,889         |
| 17    | 68,785         | 17    | 70,459         | 17    | 71,937         |

All guide movement shall be vertical.

The parties agree that no increments or salary increases will be paid when this agreement expires. Any subsequent salary settlement shall be retroactive to the effective date of the new agreement.

- A. Employees hired on or after July 1, 2014 shall not be eligible for longevity.
- B. Employees hired on or before June 30, 2014 shall be eligible for and shall be paid longevity of 3 ½ percent – after twenty (20) years of service.
- C. The regular work week shall be Monday through Friday, forty (40) hours per week including duty-free lunch period of forty-five (45) minutes per day. Work hours shall be 8:00 am to 4:00 pm. Each paid holiday or paid absence shall be credited as regular hours for purposes of over-time rate. All hours worked beyond regular work hours in any work week shall be paid at the rate of one and one-half (1 ½) the member's regular hourly rate.
- D. FLEX WORK WEEK
  - 1. Effective January 1, 2016, all employees will be eligible for the Flex Work Week.
  - 2. The Stipend for Flex Time Employees shall be \$3,000.00 per year paid at a pro rata basis for the Tuesday to Saturday day shift.
  - 3. Flex time employees shall work any five consecutive days.
  - 4. There shall be a maximum of three changes per calendar year with fourteen (14) calendar day prior notice of each change.
  - 5. Employees will not be assigned the Flex Work Week as a form of retaliation or discipline.
- E. The hourly rate will be determined by dividing 2,080 hours into the annual salary, effective July 2, 1981. No one will be called for overtime without a guarantee of three (3) hours work or compensation. The three (3) hour overtime guarantee will extend to holidays when the Board is closed and when an employee is called back to the Board at the end of their shift.
- F. The night shift shall be defined as consisting of six (6) or more hours of assigned work between the hours of 3 p.m. to 11 p.m., Monday to Friday. All maintenance employees who are assigned to work the night shift shall be compensated at the rate of \$1,700.00 per year, exclusive of any other stipend.

The Board reserves the right to determine which maintenance employees shall be assigned to the night shift, the duration of the assignment, and all other matters related to the assignment.

#### G. SALARY STIPEND FOR HEADS

All maintenance employees who are appointed as “Heads” shall be paid a stipend of \$3,500.00 per year. This stipend shall be in addition to any longevity stipend currently being paid.

Any maintenance employee designated (in writing) by administration as an “Acting Head” shall be compensated at the rate of \$1.45 per hour as of the date of such designation. “Acting Heads” shall be made permanent within twelve months or be returned to their original positions.

The parties agree to compensate individuals designated as “Acting Heads” retroactively, subject to verification of the facts related to their designation as “Acting Heads,” their starting date as “acting” heads and any other relevant facts.

H. Employees who provide verification of prior related work experience within sixty (60) days of appointment shall be entitled to credit for said experience on the salary guide up to a maximum of six (6) years.

#### I. Emergency School Closings

1. A roster listing of twenty-five (25) maintenance personnel shall be maintained for emergency school closings.

2. Listed personnel, unless a substitute fills in as described below, will be expected to report to their work assignments on any day when schools are closed for an emergency.

3. Compensation for State of Emergency.

1. Weather-Related State of Emergency: Effective upon full ratification, Maintenance personnel who are required to work on any day when schools are closed for a weather-related state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay.

2. Non-Weather-Related State of Emergency and/or Public Health Emergency: Effective upon full ratification, Maintenance personnel who are required to work on any day when schools are closed for a public health emergency and/or non-weather-related state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay for up to forty (40) work days per year (to not be rolled over). In the event that the public health emergency and/or non-weather state of emergency exceeds forty (40) work days, Maintenance personnel who are required to work shall be paid straight time beginning with the forty-first work day.

4. The roster shall be filled on a voluntary basis. In the event the roster remains unfilled it shall be filled through a seniority list in reverse seniority on a rotating basis.
5. The District shall post and update the roster, and shall post a seniority list next to the roster.
6. Employees who are listed on the roster, or fill in for an employee listed on the roster, shall be paid a minimum of four (4) hours for showing up on any day when schools are closed for an emergency.
7. Employees who are listed on the roster who, due to illness/injury, are unable to show up for work on any day when schools are closed for an emergency must find a substitute from maintenance personnel and must obtain and submit a doctor's note verifying illness/injury.
8. Employees who are listed on the roster and elect not to show for work on any day when schools are closed for an emergency must find a substitute from maintenance personnel.
9. Employees listed on the roster who fail to show up for work or whose substitute fails to show up for work shall be docked two (2) days' pay – time to first be deducted from accumulated sick leave, then through other accumulated leave. If an employee does not have any accumulated leave then the two (2) days' pay shall be deducted from salary.
10. The District reserves the right to call in additional maintenance personnel when it deems it necessary to do so.
11. Effective upon full ratification, no maintenance personnel shall be required to work and shall be paid their regular salary on any day when the Governor of the State of New Jersey, or the Mayor of East Orange or the Mayor of the town in which the employee resides orders citizens not to leave their house.

## **PART TWO – SECURITY PERSONNEL**

The parties hereby agree that the following salary guide will be in effect for the period of July 1, 2018 – June 30, 2023:

| 18-19 EO Security |          |          | 19-20 EO Security |          |          |
|-------------------|----------|----------|-------------------|----------|----------|
| Step              | 10 Month | 12 Month | Step              | 10 Month | 12 Month |
| 1                 | 26,925   | 36,522   | 1                 | 27,163   | 36,808   |
| 2                 | 27,447   | 37,234   | 2                 | 27,685   | 37,520   |
| 3                 | 27,982   | 37,960   | 3                 | 28,220   | 38,246   |
| 4                 | 28,505   | 38,615   | 4                 | 28,743   | 38,901   |
| 5                 | 28,974   | 39,306   | 5                 | 29,212   | 39,592   |
| 6                 | 29,428   | 39,899   | 6                 | 29,666   | 40,185   |
| 7                 | 30,158   | 40,788   | 7                 | 30,396   | 41,074   |
| 8                 | 30,896   | 41,697   | 8                 | 31,134   | 41,983   |
| 9                 | 31,579   | 42,621   | 9                 | 31,817   | 42,907   |
| 10                | 32,296   | 43,736   | 10                | 32,534   | 44,022   |
| 11                | 33,176   | 44,889   | 11                | 33,414   | 45,175   |
| 12                | 34,069   | 46,063   | 12                | 34,307   | 46,349   |
| 13                | 34,967   | 47,305   | 13                | 35,205   | 47,591   |
| 14                | 35,895   | 48,865   | 14                | 36,133   | 49,151   |
| 15                | 36,996   | 50,365   | 15                | 37,234   | 50,651   |

| 20-21 EO Security |          |          | 21-22 EO Security |          |          | 22-23 EO Security |          |          |
|-------------------|----------|----------|-------------------|----------|----------|-------------------|----------|----------|
| Step              | 10 Month | 12 Month | Step              | 10 Month | 12 Month | Step              | 10 Month | 12 Month |
| 1                 | 27,419   | 37,115   | 1                 | 27,753   | 37,516   | 1                 | 28,074   | 37,901   |
| 2                 | 27,941   | 37,827   | 2                 | 28,275   | 38,228   | 2                 | 28,596   | 38,613   |
| 3                 | 28,476   | 38,553   | 3                 | 28,810   | 38,954   | 3                 | 29,131   | 39,339   |
| 4                 | 28,999   | 39,208   | 4                 | 29,333   | 39,609   | 4                 | 29,654   | 39,994   |
| 5                 | 29,468   | 39,899   | 5                 | 29,802   | 40,300   | 5                 | 30,123   | 40,685   |
| 6                 | 29,922   | 40,492   | 6                 | 30,256   | 40,893   | 6                 | 30,577   | 41,278   |
| 7                 | 30,652   | 41,381   | 7                 | 30,986   | 41,782   | 7                 | 31,307   | 42,167   |
| 8                 | 31,390   | 42,290   | 8                 | 31,724   | 42,691   | 8                 | 32,045   | 43,076   |
| 9                 | 32,073   | 43,214   | 9                 | 32,407   | 43,615   | 9                 | 32,728   | 44,000   |
| 10                | 32,790   | 44,329   | 10                | 33,124   | 44,730   | 10                | 33,445   | 45,115   |
| 11                | 33,670   | 45,482   | 11                | 34,004   | 45,883   | 11                | 34,325   | 46,268   |
| 12                | 34,563   | 46,656   | 12                | 34,897   | 47,057   | 12                | 35,218   | 47,442   |
| 13                | 35,461   | 47,898   | 13                | 35,795   | 48,299   | 13                | 36,116   | 48,684   |
| 14                | 36,389   | 49,458   | 14                | 36,723   | 49,859   | 14                | 37,044   | 50,244   |
| 15                | 37,490   | 50,958   | 15                | 37,824   | 51,359   | 15                | 38,145   | 51,744   |

A. The parties agree that no salary increments or increases will be paid upon the expiration of this agreement; however, all salary increments and increases shall be retroactive to the effective date of the successor agreement.

B. The parties agree that the salary increases shall provide for a work year of 185 days for ten-month security personnel, effective for the school year.

C. The parties hereby mutually agree to modify the salary guide to provide for a *step* increase for each year of service effective as of this contract date, as set forth under this Article. There shall be no movement on the guide at the expiration of this contract.

D. The Board agrees to a shift differential to pay an additional \$1 per hour for all members who work shift hours (7 PM to 7 AM). No shift differential shall be paid where the employee is being paid at time and a-half.

E. Revise to implement a summer savings program, which will allow 10-month employees to stretch their salary for 24 payments.

F. Effective **September 1, 2016**, security assigned to East Orange Campus High School (EOCHS) will receive a \$1.00 differential per hour. There will be an interview and selection process for the guards at EOCHS. ALL guards currently assigned to EOCHS must reapply.

G. Emergency School Closing

1. Weather-Related State of Emergency: Effective upon full ratification, Security personnel who are required to work on any day when schools are closed for a weather-related state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay.

2. Non-Weather-Related State of Emergency and/or Public Health Emergency: Effective upon full ratification, Security personnel who are required to work on any day when schools are closed for a public health emergency and/or non-weather-related state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay for up to forty (40) work days per year (to not be rolled over). In the event that the public health emergency and/or non-weather state of emergency exceeds forty (40) work days, Security personnel who are required to work shall be paid straight time beginning with the forty-first work day.

### **PART THREE – PARAPROFESSIONALS**

A. COMPENSATION

The parties hereby agree that the following salary guide will be in effect for the period of July 1, 2018 – June 30, 2023:

## Salary Guides (TA's &amp; Paraprofessionals)

| 19-20 | EO Para and TA |        | 20-21 | EO Para and TA |        |
|-------|----------------|--------|-------|----------------|--------|
| Step  | Para           | TA     | Step  | Para           | TA     |
| 1     | 16,960         | 29,070 | 1     | 17,503         | 29,613 |
| 2     | 17,178         | 29,130 | 2     | 17,721         | 29,673 |
| 3     | 17,395         | 29,620 | 3     | 17,938         | 30,163 |
| 4     | 17,679         | 29,785 | 4     | 18,222         | 30,328 |
| 5     | 18,132         | 30,192 | 5     | 18,675         | 30,735 |
| 6     | 18,671         | 30,341 | 6     | 19,214         | 30,884 |
| 7     | 19,324         | 30,707 | 7     | 19,867         | 31,250 |
| 8     | 20,017         | 30,766 | 8     | 20,560         | 31,309 |
| 9     | 20,702         | 30,918 | 9     | 21,245         | 31,461 |
| 10    | 21,365         | 31,988 | 10    | 21,908         | 32,531 |
| 11    | 23,445         | 34,253 | 11    | 23,988         | 34,796 |
| 12    | -              | 36,828 | 12    | -              | 37,371 |
| 13    | -              | 37,976 | 13    | -              | 38,519 |
| 14    | -              | 40,632 | 14    | -              | 41,175 |
| 15    | -              | 41,847 | 15    | -              | 42,390 |
| 16    | -              | 47,651 | 16    | -              | 48,194 |
| 17    | -              | 49,572 | 17    | -              | 50,115 |

| 21-22 | EO Para and TA |        | 22-23 | EO Para and TA |        |
|-------|----------------|--------|-------|----------------|--------|
| Step  | Para           | TA     | Step  | Para           | TA     |
| 1     | 18,025         | 30,135 | 1     | 18,689         | 30,799 |
| 2     | 18,243         | 30,195 | 2     | 18,907         | 30,859 |
| 3     | 18,460         | 30,685 | 3     | 19,124         | 31,349 |
| 4     | 18,744         | 30,850 | 4     | 19,408         | 31,514 |
| 5     | 19,197         | 31,257 | 5     | 19,861         | 31,921 |
| 6     | 19,736         | 31,406 | 6     | 20,400         | 32,070 |
| 7     | 20,389         | 31,772 | 7     | 21,053         | 32,436 |
| 8     | 21,082         | 31,831 | 8     | 21,746         | 32,495 |
| 9     | 21,767         | 31,983 | 9     | 22,431         | 32,647 |
| 10    | 22,430         | 33,053 | 10    | 23,094         | 33,717 |
| 11    | 24,510         | 35,318 | 11    | 25,174         | 35,982 |
| 12    | -              | 37,893 | 12    | -              | 38,557 |
| 13    | -              | 39,041 | 13    | -              | 39,705 |
| 14    | -              | 41,697 | 14    | -              | 42,361 |
| 15    | -              | 42,912 | 15    | -              | 43,576 |
| 16    | -              | 48,716 | 16    | -              | 49,380 |
| 17    | -              | 50,637 | 17    | -              | 51,301 |

No salary increment or salary adjustment will be paid when this agreement expires; however, the increment and negotiated salary adjustment shall be retroactive to the effective date of the successor agreement.

Movement to a new guide shall entitle the Paraprofessional to annual payments in addition to any other compensation received, in accordance with the following schedule:

|                     |           |
|---------------------|-----------|
| From Guide 2 to 3 = | \$300.00  |
| From Guide 3 to 4 = | \$300.00  |
| From Guide 4 to 5 = | \$550.00  |
| From Guide 5 to 6 = | \$550.00  |
| From Guide 6 to 7 = | \$600.00  |
| From Guide 7 to 8 = | \$750.00  |
| From Guide 8 to 9 = | \$1200.00 |

The Board is willing to consider the granting of staff development module credits for previous college/university and/or East Orange School District in-service activities, subject to approval by the Board. A maximum of one-half (1/2) of the credits needed for guide movement may be from college/university and/or East Orange School District in-service activities completed prior to September 1, 1986. It shall be the responsibility of the employee to provide proof of completion of the college/university course or in-service activity. The Board retains the right to determine what constitutes successful completion of in-service activities. A grade of "C" or higher shall be required in order for college/university credits to be accepted in this program. The Board reserves the right to determine the reasonableness of the relationship between college/university courses taken and/or in-service activities completed and the job assignment of the Paraprofessional for purposes of awarding credit under this program.

In order to be eligible for guide movement, all Paraprofessional Aides must successfully complete a core of in-service activities, such core in-service activities to be determined by the Board. (This core of in-service activities is an appropriate topic to be discussed by the committee mentioned above)

GUIDE #1: The non-degree guide is for aides without a high school diploma. They shall remain on this guide until they earn a diploma or its equivalent.

Paraprofessional Aides wishing to obtain a high school diploma or its equivalent may attend the East Orange Adult Education Center for such purpose without charge.

The East Orange Board of Education agrees to establish a staff development program for Paraprofessional employees. A committee with Paraprofessional representation will be formed for the purpose of developing recommendations for the establishment and operation of the staff development program. This committee shall have the responsibility for

formulating recommendations concerning logistics of the program; i.e., activities, dates, times, hours and locations of the activities and other such details.

Participation in the program shall be open to all Paraprofessional employees on a voluntary basis. The Board reserves the right to determine which activities must be completed by Paraprofessional employees.

Paraprofessional employers will be eligible for additional compensation as a result of their successful completion of East Orange School District staff development program module credits and/or college credits. College credits must be obtained from an accredited college or university and must be reasonably related to the present job assignment. One staff development program module credit is the equivalent of ten (10) hours of instruction.

Guide #1 - No High School Diploma  
Guide #2 - Base Credit  
Guide #3 - 5 - 9 Credits  
Guide #4 - 10 - 15 Credits  
Guide #5 - 16 - 25 Credits  
Guide #6 - 26 - 40 Credits  
Guide #7 - 41 - 55-Credits  
Guide #8 - 56 - 80 Credits  
Guide #9 - 81 -140 Credits

Excused absences for jury duty and death in the family from staff development courses may be made up at a later date. Pay for these courses shall be retroactive to September 1 or February 1 if the employee notifies the Personnel Office that she/he has completed the course no later than October 15 or March 15.

B. All salaries will begin as of the date of employment as indicated on the Board Agenda.

C. Any paraprofessional employed for five (5) or more consecutive months in any school year shall be given credit for one (1) year's experience.

D. All paraprofessionals shall be paid for all holidays and vacations according to the school calendar.

E. The rate of pay for Paraprofessionals working summer school will be \$10.00 per hour.

#### **PART FOUR – TEACHER ASSISTANTS**

A. Compensation

The parties hereby agree that the following salary guide will be in effect for the period of July 1, 2018 – June 30, 2023:

## Salary Guides (TA's &amp; Paraprofessionals)

| 19-20 | EO Para and TA |        | 20-21 | EO Para and TA |        |
|-------|----------------|--------|-------|----------------|--------|
| Step  | Para           | TA     | Step  | Para           | TA     |
| 1     | 16,960         | 29,070 | 1     | 18,666         | 30,776 |
| 2     | 17,178         | 29,130 | 2     | 18,884         | 30,836 |
| 3     | 17,395         | 29,620 | 3     | 19,101         | 31,326 |
| 4     | 17,679         | 29,785 | 4     | 19,385         | 31,491 |
| 5     | 18,132         | 30,192 | 5     | 19,838         | 31,898 |
| 6     | 18,671         | 30,341 | 6     | 20,377         | 32,047 |
| 7     | 19,324         | 30,707 | 7     | 21,030         | 32,413 |
| 8     | 20,017         | 30,766 | 8     | 21,723         | 32,472 |
| 9     | 20,702         | 30,918 | 9     | 22,408         | 32,624 |
| 10    | 21,365         | 31,988 | 10    | 23,071         | 33,694 |
| 11    | 23,445         | 34,253 | 11    | 25,151         | 35,959 |
| 12    |                | 36,828 | 12    |                | 38,534 |
| 13    |                | 37,976 | 13    |                | 39,682 |
| 14    |                | 40,632 | 14    |                | 42,338 |
| 15    |                | 41,847 | 15    |                | 43,553 |
| 16    |                | 47,651 | 16    |                | 49,357 |
| 17    |                | 49,572 | 17    |                | 51,278 |

| 21-22 | EO Para and TA |        | 22-23 | EO Para and TA |        |
|-------|----------------|--------|-------|----------------|--------|
| Step  | Para           | TA     | Step  | Para           | TA     |
| 1     | 19,504         | 31,614 | 1     | 20,412         | 32,522 |
| 2     | 19,722         | 31,674 | 2     | 20,630         | 32,582 |
| 3     | 19,939         | 32,164 | 3     | 20,847         | 33,072 |
| 4     | 20,223         | 32,329 | 4     | 21,131         | 33,237 |
| 5     | 20,676         | 32,736 | 5     | 21,584         | 33,644 |
| 6     | 21,215         | 32,885 | 6     | 22,123         | 33,793 |
| 7     | 21,868         | 33,251 | 7     | 22,776         | 34,159 |
| 8     | 22,561         | 33,310 | 8     | 23,469         | 34,218 |
| 9     | 23,246         | 33,462 | 9     | 24,154         | 34,370 |
| 10    | 23,909         | 34,532 | 10    | 24,817         | 35,440 |
| 11    | 25,989         | 36,797 | 11    | 26,897         | 37,705 |
| 12    |                | 39,372 | 12    |                | 40,280 |
| 13    |                | 40,520 | 13    |                | 41,428 |
| 14    |                | 43,176 | 14    |                | 44,084 |
| 15    |                | 44,391 | 15    |                | 45,299 |
| 16    |                | 50,195 | 16    |                | 51,103 |
| 17    |                | 52,116 | 17    |                | 53,024 |

No salary increment or salary adjustment will be paid when this agreement expires; however, the increment and negotiated salary adjustment shall be retroactive to the effective date of the successor agreement.

The East Orange Board of Education agrees to establish a staff development program for Teacher Assistant employees. A committee with Teacher Assistants representation will be formed for the purpose of developing recommendations for the establishment and operation of the staff development program. This committee shall have the responsibility for formulating recommendations concerning logistics of the program; i.e., activities, dates, times, hours and locations of the activities and other such details.

Participation in the program shall be open to all Teacher Assistants employees on a voluntary basis. The Board reserves the right to determine which activities must be completed by teaching Assistants employees.

Teacher Assistants will be eligible for additional compensation as a result of their successful completion of East Orange School District staff development program module credits and/or college credits. College credits must be obtained from an accredited college or university and must be reasonably related to the present job assignment. One staff development program module credit is the equivalent of ten (10) hours of instruction.

|            |                        |
|------------|------------------------|
| Guide #1 – | No High School Diploma |
| Guide #2 – | Base Credit            |
| Guide #3 – | 5 – 9 Credits          |
| Guide #4 – | 10 – 15 Credits        |
| Guide #5 – | 16 – 25 Credits        |
| Guide #6 – | 26 – 40 Credits        |
| Guide #7 – | 41 – 55 Credits        |
| Guide #8 – | 56 – 80 Credits        |
| Guide #9 – | 81 – 140 Credits       |

Excused absences for jury duty and death in the family from staff development courses may be made up at a later date. Pay for these courses shall be retroactive to September 1, or February 1 if the employee notifies the Personnel Office that she/he has completed the course no later than October 15 or March 15.

B. All salaries will begin as of the date of employment as indicated on the Board Agenda.

C. Any Teacher Assistants employed for five (5) or more consecutive months in any school year shall be given credit for one (1) year's experience.

D. All Teacher Assistants shall be paid for all holidays and vacations according to the school calendar.

E. The rate of pay for Teaching Assistants working summer school will be \$20.00 per hour.

F. Certified Teacher Assistants who are removed from their regular assignments to cover other teachers' classes shall be paid their usual teacher assistant salary and shall receive extra compensation for covering classes at a rate of \$25.00 per period.

G. Effective upon full ratification, certified Teacher Assistants who cover classes, whether the class they are usually assigned to or a class outside of their usual assignment, shall be paid their usual teacher assistant salary and shall receive extra compensation for covering classes at a rate of \$25.00 per period. The provision concerning extra compensation for coverage of their usually assigned class shall sunset at the end of this contract term, which is **June 30, 2023**.

H. The Parties agree to meet prior to the expiration of the contract to discuss compensation for Teacher Assistants who cover their usual assignment.

## **ARTICLE VIII – TRANSFER AND REASSIGNMENT**

### **PART ONE – MAINTENANCE PERSONNEL**

- A. An employee desiring transfer to another assignment shall make his/her request in writing to the immediate supervisor. Consideration shall be given to the individuals requesting transfer when positions become available. Competency will govern all assignments. The decision whether to grant a transfer request will rest solely with the Board upon the recommendation of the Superintendent.
- B. Whenever possible, transfers shall be made on a voluntary basis.
- C. The Superintendent or his/her designee shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.

## **ARTICLE IX – VACANCIES AND NEW POSITIONS**

### **PART ONE – MAINTENANCE PERSONNEL**

- A. Notice of all vacancies of employment covered by this contract shall be electronically, on the Applicant Portal.
- B. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy or new position. The notice shall state the name of the job and a short description of the same, and shall be posted in the Service Building.
- C. All applicants for a vacancy or a new position shall be given consideration and will be given a reply to their application.

### **PART TWO – SECURITY PERSONNEL**

- 1. The Board agrees to publicize security job vacancies by providing a notice of positions available to each school facility for posting on the staff bulletin board.
- 2. The Board also agrees to provide a copy of such job posting to the Union at the time of the posting. **The Board agrees to give consideration to members of the Union with respect to job vacancies in the Security Department.**

**ARTICLE X – PERSONAL AND FAMILY ILLNESS LEAVE**

Personal illness leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

**PART ONE – MAINTENANCE PERSONNEL**

- A. All employees shall be allowed sick leave with full pay in accordance with the following schedule. Sick leave may be accumulated without limit.
- B. All employees shall be allowed to use existing sick leave time for illnesses for themselves and family members as defined under FMLA.

**ALLOWANCE FOR PERSONAL ILLNESS**

| <u>Total Years of Service</u> | <u>Days Allowed for Illness</u> |
|-------------------------------|---------------------------------|
| 1 year through 10 years       | 12 days                         |
| 11 years or more              | 15 days                         |

- C. Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five (5) days, a doctor's medical report must be filed. The Board reserves the right to request a medical certificate for each day's absence.
- D. Any person who must leave his/her duties before 12:00pm due to illness or a personal reason after reporting for duty will be charged for a full day.
- E. The parties agree to pay accumulated sick leave for employees that retire from the Board of Education with 20 years or more of service at the rate of \$50.00 per day for 100 days with a cap of \$5,000.00.

**PART TWO – SECURITY PERSONNEL**

Steadily employed 10 month security personnel shall be entitled to ten (10) days per year for reasons of personal or family illness. Steadily employed 12 month security personnel shall be entitled to twelve (12) days per year, for reasons of personal or family illness, effective July 1, 2001. Sick leave for ten and twelve month employees may be accumulated without limit.

**PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

- A. Absence for personal illness shall be allowed and shall include full pay for ten (10) school days in each year.

B. If less than said ten (10) school days allowed sick leave taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date of the employee's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

C. In all absences under this section totaling four (4) or more consecutive school days, the employee must file a physician's certificate with the Division of Human Resource Services, in accordance with Board Policy.

## **ARTICLE XI – EXCUSED ABSENCES**

### **PART ONE – MAINTENANCE PERSONNEL**

#### **A. DEATH IN FAMILY**

In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period of up to five (5) days to attend the funeral of such deceased kin.

In case of death of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period of up to five (5) consecutive days to attend the funeral of such deceased kin.

A three (3) day absence will be allowed to attend the funeral of an uncle or aunt. A one (1) day absence will be allowed to attend the funeral of a nephew, niece or cousin.

#### **B. EXCUSED ABSENCES FOR PERSONAL REASONS**

If for personal reasons, or for religious observance, a day's absence is necessary, an employee may be excused from his/her duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice should be submitted at least two (2) days before the requested absences unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done before or after working hours. In all cases where an employee requests an excused absence for urgent personal reasons, a slip must be filed with the Division of Human Resource Services.

For personal reasons which are considered by an employee to be of such nature as to be extremely confidential, the slip may be marked "personal reasons-confidential", and such slip will be forwarded directly to the Division of Human Resource Services.

Employees will be paid for a period not exceeding two (2) days for excused absences during any school year.

Personal leave with pay shall not be permitted during the first two weeks of school, the last two weeks of school nor on the day immediately preceding or following a holiday or vacation period.

Unused personal days shall be converted to sick days in the succeeding year.

#### **C. MILITARY LEAVE**

Absence for military reserve training, during the contractual period of employment, not

exceeding two (2) weeks, shall be allowed with full-pay.

**D. PERSONAL DAYS**

Personal days, if not used, may be cumulative, up to a total of ten (10) but an employee may only use a maximum of five (5) days in any school year. Employees cannot convert personal days to sick time.

**E. SUMMER EMPLOYMENT**

a. All employees who are not allowed to participate in the four (4) day work week are required to work five (5) days a week, and will work a thirty-five (35) hour work week.

b. Grounds keeping workday during the summer is 7 AM to 2 PM.

**F. ABSENCE FOR JURY DUTY**

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

The following is for information only and shall not be subject to the grievance procedure.

**G. FAMILY LEAVE ACT**

Employees who have worked at least 1,000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.

Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.

Employees who take such leave will continue to receive all other benefits to which they would be entitled while not on leave.

Employees who request such leave must submit medical certification of the reason for the leave. The leave may be taken in periods of time as required by the condition causing the leave, i.e., consecutively, intermittently or on a reduced work schedule. Employees who return from such leave are entitled to the same or an equivalent position. Employees are required to give 30 days' advance notice of the leave, when such leave is foreseeable.

**H. TIME FOR ASSOCIATION BUSINESS**

A maximum of twelve (12) hours per year, one (1) hour per month shall be provided to the President of the Association to conduct association business. The President may share these hours with a designee from the executive board of the Association, subject to prior approval

of the Superintendent or his/her designee. The President shall notify the Superintendent or his/her designee of when hours will be used.

**I. NJEA CONVENTION DAYS**

Association members have two (2) floating holidays to be taken other time during the year. Notice must be given, no less than seven (7) business days prior to the use of the floating holidays.

**J. OTHER LEAVES OF ABSENCE**

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

**K. PROCEDURE FOR REQUESTING AND REPORTING ABSENCES**

Employees who know in advance that they will be absent (personal leave, vacation leave, jury duty, military reserve training, etc.) must complete a "Request for Temporary Leave of Absence" form, submit to their supervisor, and have it approved PRIOR to the date of absence.

Employees who do not know in advance that they will be absent (personal illness, emergency family illness or accident, emergency personal leave, sudden death in the family, etc.), must call their supervisor, report the date or dates of their absence, and give the reason for the absence.

All unplanned absences must be reported to the supervisor as soon as employees are aware of them.

IMMEDIATELY UPON RETURN TO WORK from a planned or an unplanned absence, all employees must complete the "Employee Absence Report" (green printing) and submit it to their supervisor.

This procedure is for information only and shall not be subject to the grievance procedure.

**L. ATTENDANCE PROCEDURES (For Information Only)**

Although a sick leave policy exists, employees should also be aware of the Attendance Procedures that apply regarding absences and tardiness.

The following procedures shall apply when absences exceed an average of one (1) day per month or when tardiness exceeds three (3) instances per month.

The initial step shall be initiated when the tardiness or absences occur as noted above. Step 2 and beyond shall be instituted if no improvement is shown in the tardiness or attendance record or if tardiness or absenteeism continues.

- Step 1 - Conference shall be held and a memorandum regarding same shall be placed in the personnel file.
- Step 2 - A conference shall be held which shall result in one or more of the following: a verbal reprimand and/or written memo.
- Step 3 - A written reprimand shall be placed in the personnel file.
- Step 4 - In the case of continual tardiness, each fifteen (15) minutes of portion thereof shall result in the docking of pay at a rate equal to the regular hourly rate. In the case of absences, the nature and extent of the disciplinary action shall be at the discretion of the Board.
- Step 5 - Step 1 and above shall be repeated. The above procedures shall not apply to long-term absences (five (5) or more consecutive days) due to illness. The above procedures shall not apply to death in the family, jury duty, workers' compensation or military reserve training.

## **PART TWO – SECURITY PERSONNEL**

### **A. Personal Leave**

If for personal reasons or for religious observances, a day's absence is necessary, an employee may be excused from his/her duties upon permission from the Superintendent or his or her designee, subject to operational needs and considerations. Notice must be submitted at least forty-eight (48) hours before the requested absence.

“Personal reasons” as herein defined is an emergency or the performance of a duty that cannot be done out-of-school time. In all cases where an employee requests an excused absence for personal reasons, a form must be filed with the Personnel Department.

The specific reason for the absence must be stated on the request form. Personal leave shall not be granted for reasons which are not essential; e.g., social functions, reunions, pleasure trips, etc.

Employees will be entitled to two (2) days per year, accumulative without limit, subject to a maximum use of ten (10) days per year.

Personal leave with pay shall not be permitted during the first two (2) weeks of school, the last two (2) weeks of school nor on the day immediately preceding or following a holiday or vacation period.

**The employee's use of scheduled personal days shall not be used adversely in the employee's performance evaluation.**

**B. DEATH IN THE FAMILY LEAVE**

In case of death of the employee's immediate family member, a maximum total of five (5) work days per year will be granted to attend the funeral of such deceased kin. Immediate family shall be defined as mother, father, sister, brother, husband, wife, son or daughter.

A maximum total of five (5) work days per year will be granted to attend the funeral of a grandparent, mother/father-in-law, brother-in-law, daughter/son-in-law, or other relative residing in the same household as the employee.

Absence for reasons of death of other relatives will be charged to available personal leave.

**C. Military Leave**

Absence for military reserve training, during the contractual period of employment, not exceeding two (2) weeks, shall be allowed full pay.

Employees required to report to the Draft board shall be allowed one (1) day's absence only for such purpose, with full pay.

**D. ABSENCE FOR JURY DUTY**

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

**E. Family Leave Act**

The following is for information only and shall not be subject to the grievance procedure.

**Family Leave Act**

Employees who have worked at least 1000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.

Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.

Employees who request such leave must submit medical certification of the reason for the leave.

The leave may be taken in periods of time as required by the condition causing the leave; i.e., consecutively, intermittently or on a reduced work schedule.

Employees who return from such leave are entitled to the same or an equivalent position.

Employees are required to give 30 days of advance notice of the leave, when such leave is foreseeable.

#### F. Other Leaves of Absence

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

### **PART THREE – Paraprofessionals and Teacher Assistants**

#### A. Personal Leave, Family Illness, and Death in the Immediate Family

1. A maximum of seven (7) school days per year shall be allowed with pay for the discharge of important personal matters, sickness in the family, or death in the immediate family.
2. Personal leave with pay shall not be allowed during the first two (2) weeks of the school year, last two (2) weeks of the school year, nor on the day before or after a school holiday or vacation period.
3. Family illness leave and death in the immediate family leave is excluded from the above limitations.

#### B. MATERNITY LEAVE

1. The Board shall grant maternity/disability and child rearing leaves subject to the provisions of the Federal and State Family Leave Acts.
2. It is expected that such leaves will commence no later than the start of the eighth (8<sup>th</sup>) month of pregnancy unless the employee presents a statement from her

physician stating that she is physically capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe.

3. Should the Board question the statement of the employee's physician, it may require the employee to submit to an examination by a physician designated by the Board.

- a. The employee's attending physician shall discuss the situation with the Board's designee.
- b. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue to work, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties.
- c. The employee and the Board shall share any expense of the examination by a third (3rd) physician, not covered by the employee's health insurance, equally.
- d. Employees returning from pregnancy leaves of absence shall be entitled to all benefits to which aides returning from other types of sick or disability leave would be entitled

#### C. **CHILD REARING LEAVE**

The Board will grant child-rearing leaves without pay to any employee upon request if the employee complies with the following requirements and conditions.

1. In cases where both the husband and wife may be employees in the school system, only one (1) of said persons shall be entitled to such leave.
2. In the case of female employees, the application for child rearing leave will become effective immediately upon termination of the pregnancy leave.
3. Child rearing leave will be for a period of up to one (1) year immediately following the birth or adoption of the child, but such leave may, at the option of the Board, upon the request of the employee, be extended for an additional year. Requests for extensions of such leaves must be made at least two (2) months prior to the expiration of the first year thereof.
4. Where the adoption of the child is anticipated during the last two (2) months of the school year or new semester and a child rearing leave is being requested, the

child rearing leave must commence at the start of the school year or new school semester.

5. A child rearing leave approved by the Board must extend through the end of the school year in which it is taken.

6. Application for child rearing leave shall be filed at least two (2) months before the anticipated birth or adoption of the child.

7. An employee returning from a child rearing leave may be assigned to any position decided upon by the Superintendent.

8. A child rearing leave granted to an employee who has less than four (4) years of service will not be extended beyond the end of the contract year in which the leave is obtained.

**D. STATE/FEDERAL FAMILY LEAVE ACT (The following is for information only and shall not be subject to the grievance procedure)**

1. Employees who have worked at least 1000 hours in the twelve (12) months prior to the leave are entitled to twelve (12) weeks of unpaid leave in any twelve (12) month period for childbirth; adoption, foster care placement, or the serious illness of a child, parent, spouse, or self.

2. Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.

3. Employees who request such leave must submit medical certification of the reason for the leave.

4. The leave may be taken in blocks of time as required by the condition causing the leave; i.e., consecutively, intermittently, or on a reduced work schedule.

5. Employees who return from such leave are entitled to be placed in the same or an equivalent position.

6. Employees are required to give thirty (30) days advance notice of the leave, when such leave is foreseeable.

**E. MILITARY LEAVE**

Absence for military reserve training shall be allowed with full pay, provided that such leave is required by military orders and such orders are filed with the Business Administrator.

Employees who have such obligations should arrange this duty during vacation periods if possible.

Leave for military training will be approved by the Superintendent or his designee. Employees required to report to the Draft Board shall be allowed one (1) day's absence only for such purpose, with full pay.

F. **ABSENCE FOR JURY DUTY**

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

G. **OTHER LEAVES OF ABSENCE**

Other leaves of absence, without pay or benefits, maybe granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

H. **MISCELLANEOUS**

Any employee's extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave to all returning employees.

## **ARTICLE XII – EMPLOYEE IMPROVEMENT**

### **PART ONE – MAINTENANCE PERSONNEL**

A. In an attempt to provide the most efficient and economical work force possible, the Board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions required by the administration and approved by the Board. Said employee shall also be compensated for all time spent in actual attendance at said sessions.

2. These courses shall also include any areas of the trades, which will enhance the employee's ability to perform on the job within the system at the discretion of the Superintendent or the Board.

B. The Board agrees to pay a one-time bonus of \$2,000.00 to any employee who presents a license, certificate or other agreed upon "document" to the Superintendent of Schools during the term of this Agreement. The license/certificate or other agreed upon "document" shall be representative of that which indicates mastery/proficiency/ultimate achievement in the field of plumbing, electricity, painting, carpentry, masonry, etc.

### **PART TWO – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

Refer to Article VII.

## **ARTICLE XIII – TUITION REIMBURSEMENT**

### **PART ONE – MAINTENANCE PERSONNEL**

A. Tuition reimbursement for programs of advancement and certification programs in specific job-related areas. An employee who receives any tuition reimbursement during an academic year must remain in the Board's employment for three (3) full academic years after receipt of the tuition otherwise he/she shall be responsible for repaying the full tuition received. The only exception is if the employee is terminated for cause; non-renewal or reduction in force.

B. **COURSE ELIGIBILITY:** The Board agrees to provide tuition reimbursement to full-time maintenance employees taken at an accredited college, university or technical school in areas which are directly related to the trades listed in Article II- Recognition of this Agreement or which are approved by the Director of Labor Relations and Employment Services. Employees must request approval at least two (2) weeks prior to the commencement of their attendance in a course or class.

C. **GRADE REQUIREMENT:** To be eligible for reimbursement, employees must obtain approval from the Director of Labor Relations and Employment Services for all courses. A grade of B or better must be achieved to be eligible for reimbursement. If the course is offered ONLY as Pass/Fail, a Pass must be achieved.

D. **DEADLINE:** The deadline for submission of course completion shall be June 1st of the academic year. Reimbursement will be made on the basis of an official transcript or grade report and proof of payment being submitted to the Director of Labor Relations and Employment Services. Reimbursement shall be made only for tuition. Fees, books and other costs shall be the responsibility of the employee.

E. The Board will allocate a total of five thousand dollars (\$5,000) per year for tuition reimbursement of all eligible Association members. For purposes of tuition reimbursement each eligible year will run from June 1st through May 31st and will be replenished each year accordingly.

### **PART TWO – PARAPROFESSIONALS**

(Sample Reimbursement Form Attached)

The parties agree that a Paraprofessional will be eligible for reimbursement for all courses taken (up to the Rutgers University rate), with the understanding that such tuition reimbursement will be made in accordance with existing language. The pool of funds available for such reimbursement shall not exceed \$5000 in each year of the agreement. If the requests for reimbursement exceed the available pool, then the per-credit rate shall be pro-rated to provide all applicants with an equitable share of the available funds.

Undergraduate courses in education may be taken at institutions approved by the State of New Jersey. Payment for said courses shall be subject to approval and solely at the discretion of the superintendent.

All requests for course approvals must be submitted to the Superintendent in writing, within four (4) weeks of the commencement of the course. Proof of completion with a minimum grade of "B" or better or "Pass" [if "pass/fail" course] must be submitted prior to reimbursement. Official transcripts must be submitted to the Superintendent.

If funds are not used in any year during the life of the contract, all remaining funds will roll over to the succeeding year, not to exceed \$5,000.00.

### **PART THREE – TEACHER ASSISTANTS**

The parties agree that Teacher Assistants will be eligible for reimbursement for all courses taken (up to the Rutgers University rate), with the understanding that such tuition reimbursement will be made in accordance with existing language. The pool of funds available for such reimbursement shall not exceed \$5000 in each year of the agreement. If the requests for reimbursement exceed the available pool, then the per-credit rate shall be pro-rated to provide all applicants with an equitable share of the available funds.

Undergraduate courses in education may be taken at institutions approved by the State of New Jersey. Payment for said courses shall be subject to approval and solely at the discretion of the superintendent.

All requests for course approvals must be submitted to the Superintendent in writing, within four (4) weeks of the commencement of the course. Proof of completion with a minimum grade of "B" or better or "Pass" [if "pass/fail" course] must be submitted prior to the reimbursement. Official transcripts must be submitted to the Superintendent.

If funds are not used in any year during the life of the contract, all remaining funds will roll over to the succeeding year, not to exceed \$5,000.00.

## **ARTICLE XIV – INSURANCE PROTECTION**

### **PART ONE – MAINTENANCE PERSONNEL**

#### **A. MEDICAL**

The Board shall continue the same insurance contract for all employees as in effect for the previous school year. The Board shall contribute 100% of the Group Health Insurance Premium for the individual or family plan for School Employees Health Benefits Plan or its equivalent.

#### **B. PRESCRIPTIONS**

The Board shall provide a prescription plan, as established by the School Employees Health Benefits Plan for the employee and family (dependent to age 23), inclusive of contraceptives, with co-pays as determined by the Plan and on the basis of the drug dispensed at the time the prescription is filled. The carrier shall be the School Employees Health Benefits Plan or its equivalent. The Board and the Association agree to encourage all employees to use the mail-in-program for prescription drugs.

#### **C. DELTA DENTAL**

The Board agrees to provide the same dental plan options as provided in the teacher's agreement. The cost shall be borne by the employee.

### **PART TWO – SECURITY PERSONNEL**

All full time 10 or 12 month employees shall be eligible for health benefits in accordance with the School Employees Health Benefits Plan ("SEHBP"). All current coverage provided by the Board will be maintained.

Effective January 1, 2010, the Union agrees to replace the existing private prescription plan with the stand-alone State Health Benefits Prescription Plan from Horizon Blue Cross Blue Shield. (Card Plan.)

Effective July, 2001, the Board will provide an improved Dental Plan for security personnel with one or more years of service, the cost of which shall not exceed \$400 per employee.

Effective January 1, 2010, the Board will provide a one-hundred twenty-five dollar (\$125) annual eyeglass reimbursement for all bargaining unit employees who must wear glasses.

### **PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

#### **A. Medical:**

The Board shall continue the same insurance contract for all employees as in effect for the previous school year. The Board shall contribute to the Group Health Insurance premium for the individual or family plan the School Employees Health Benefits Plan. All employees shall contribute at least 1.5% of their base salary to the cost of premium.

B. Prescriptions:

1. The Board shall provide a prescription plan, as established by the School Employees Health Benefits Plan for the employee and family (dependents to age 23), inclusive of contraceptives, with co-pays as determined by the Plan. The carrier shall be The School Employees Health Benefits Plan or its equivalent. The Board and the Association agree to encourage all employees to use the mail-in program for prescription drugs.

C. Dental:

1. Employees will have the option to purchase dental coverage, at their expense for the employee and their dependents at the Board's group rate.

D. **LIABILITY INSURANCE**

The Board shall carry liability insurance to protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence of other act resulting in accidental bodily injury to any person within or throughout the school building provided such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of his/her duties within the scope of his/her employment, and/or under the direction of the Board of Education.

## **ARTICLE XV – VACATIONS**

### **PART ONE – MAINTENANCE PERSONNEL**

A. Each employee shall be entitled to vacation, with pay; at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is as follows:

| <b>LENGTH OF UNINTERRUPTED<br/>SERVICE TO JULY 1<sup>ST</sup></b> | <b>VACATION TIME</b>                            |
|-------------------------------------------------------------------|-------------------------------------------------|
| 0 to 1 year                                                       | 1 day per month<br>(maximum of 10 working days) |
| 1 year through 7 years                                            | 10 days                                         |
| 8 years through 15 years                                          | 15 days                                         |
| 16 years or more                                                  | 20 days                                         |

#### **Summer Vacation Procedure for Maintenance Employees**

1. The Division of Human Resource Services will send duplicate vacation notice letters for distribution to all maintenance employees.
2. All maintenance employees will complete two (2) copies of the bottom portion of the vacation notice letter with their first, second and third choices listed.
3. All maintenance employees will return two (2) copies of the bottom portion of the vacation notice letter PLUS the completed copy of the Request for Temporary Leave of Absence form to their Supervisor.
4. The Supervisor will date stamp "received" on both copies of the bottom portion of the vacation notice letter and immediately return one (1) copy to the employee.
5. The Supervisor will review all requests within three (3) work days following the due date for the summer vacation requests and meet with those employees whose requests have been denied in an attempt to reschedule vacations.
6. The Supervisor will notify all employees of approved vacation dates no later than the first work day in June by returning the approval form to the employee.

**THIS PROCEDURE IS FOR INFORMATION ONLY AND SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCEDURE.**

### **PART TWO – SECURITY PERSONNEL**

Effective July 1, 2016, all twelve (12) month security personnel will be entitled to paid vacation as follows:

0 – 2 years of service = 5 days  
3 – 6 years of service = 10 days  
7 – 10 years of service = 15 days  
11 or more years of service = 20 days

### **PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

All paraprofessionals and teacher assistants shall be paid for all holidays and vacations according to the school calendar.

**ARTICLE XVI – HOLIDAYS**

**PART ONE – MAINTENANCE PERSONNEL**

A. Each employee shall be entitled to the specific holidays outlined below:

|                  |                             |
|------------------|-----------------------------|
| New Year's Day   | Martin Luther King, Jr. Day |
| Independence Day | President's Day             |
| Labor Day        | Good Friday                 |
| Thanksgiving     | Memorial Day                |
| Recess           |                             |
| Christmas Recess | *NJEA Convention Days       |

\* Two Association officers or their designees shall be allowed two days to attend the NJEA Convention without using their personal days.

B. If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

**PART TWO – SECURITY PERSONNEL**

All full-time 10 month security personnel will be entitled to six (6) paid holidays per year. 12-month security guards will receive holiday pay only if/when they actually work on a holiday. When such occurs, the employee shall be paid at the rate of time and one-half for all hours worked, in addition to his/her regular pay for the day.

Following are the holidays that qualify for the above payment provision:

|                |                            |
|----------------|----------------------------|
| January 1      | New Year's Day             |
| Date TBD       | Dr. Martin Luther King Day |
| February       | President's Day            |
| March or April | Good Friday                |
| May 30         | Memorial Day               |
| July 4         | Independence Day           |
| September      | Labor Day                  |
| November       | Thanksgiving Day           |
| December 25    | Christmas Day              |

**PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

All paraprofessionals and teacher assistants shall be paid for all holidays and vacations according to the school calendar.

## **ARTICLE XVII – DEDUCTION FROM SALARY**

### **PART ONE – MAINTENANCE PERSONNEL**

A. Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

#### **B. AGENCY/REPRESENTATION FEE**

1. **Purpose of fee** — If an employee does not become a member of the Association during any membership year (i.e.: September 1 — 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.

2. **Amount of Fee/Notification** — At the onset 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 Association will determine the representation fee in accordance with the law and shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members, less the cost of benefits financed through members. In no event shall such representation exceed 85% of the regular membership dues, fees, and assessments. If the law is changed in this regard, the amount of the representation fee will automatically be increased or decreased to the maximum allowed, and increased or decreased to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

#### **3. Deduction and Transmission of Fee**

a. **Notification** — On or about December 1, of each year, the Board will submit to the Association, a list of all employees in the bargaining unit. On or about January of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

b. **Payroll Deduction Schedule** – The Board will deduct from the salaries of the employees referred to in Section 2, the full amount of the yearly representation fee in equal installments, beginning with the first paycheck in February.

c. **Mechanics** — Except as otherwise provided in this article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular member dues to the Association.

d. **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 thirty (30) days after the Board received said notice.

e. **New Employees** — On or about the last day of each month, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, Social Security numbers, job titles, dates of employment, and places of employment for all such employees. The Board will also notify the Association of any change in the status of an employee, regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

## **PART TWO – SECURITY PERSONNEL**

A. The Board agrees to deduct monthly Union Dues and Initiative Fees from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.

B. In making deductions, the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against all claims, demands, suits or other forms or liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

## **PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

A. The Board agrees to deduct from the salaries of its employees, the East Orange Maintenance Association, the Essex County Education Association, the New Jersey Education Association and the National Education Association, or one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

B. Each of the Associations named 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 prior to the effective slate of such change.

## **ARTICLE XVIII – PRINTING OF AGREEMENT**

### **PART ONE – MAINTENANCE PERSONNEL**

Copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

### **PART TWO – SECURITY PERSONNEL**

The Board agrees to supply every member covered under this contract with a copy of same. Every effort will be made to provide copies of the contract within ninety (90) days following ratification by both parties.

### **PART THREE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

The Board will cause five hundred (500) copies of this Agreement to be printed.

## **ARTICLE XIX – CLOTHING & TOOLS**

### **PART ONE – MAINTENANCE PERSONNEL**

- A. The Board will provide winter outer clothing including rain gear with hood and boots. Not more than one (1) set of clothing will be provided every three (3) years. Said clothing will be the property of the Board and must be returned upon termination of employment.
- B. The Board agrees to provide one (1) pair of safety shoes per year per person. The allowance for steel toe boots shall be \$150 per member annually. Personnel will be able to select a black work boot/shoe from a District selected vendor as long as the boot/shoe is in compliance with the uniform policy set forth by the District.
- C. The Board agrees to provide seven (7) sets of uniforms per year for each employee, and it shall be the responsibility of the employee to clean such uniforms. Three sets are to be delivered within ninety (90) days of ratification.
- D. The Board will provide one (1) pair of prescription goggles for employees that have a valid eyeglass prescription for the life of this contract.
- E. The Board will provide necessary working tools as specified by the Supervisor and the employee.

### **PART TWO – SECURITY PERSONNEL (Cleaning/Clothing Allowance)**

- A. The Board will provide a winter coat not more than once every three (3) years to all full-time, ten and twelve – month security personnel.
- B. The Board will provide one (1) pair of walking shoes per year per person. Personnel will be able to select a black work boot/shoe from District selected vendor as long as the boot/shoe is in compliance with the uniform policy set forth by the District. The allowance for the boot/shoe shall be \$150 per year. The Board also agrees to provide one (1) pair of winter outer boots every two (2) years to security guards assigned as drivers on a full-time basis.
- C. The Board will provide uniforms for all security personnel. The Board agrees to provide three (3) sets of uniforms every three (3) years. A set of uniforms consists of one (1) long-sleeve shirt, one (1) short-sleeve shirt, and one (1) pair of pants. The Board shall select the vendor. It shall be the responsibility of the employee to clean and maintain such uniforms.
- D. Effective January 1, 2010, the Board will provide a uniform cleaning allowance of \$75 per month. The uniform allowance will be paid twice each year, in December and June.
- E. All items listed above are the property of the Board and must be returned to the Board upon termination of employment prior to any final paycheck being issued, including uniforms, shoes, boots, coats, and technological devices.

## **ARTICLE XX – DISCIPLINARY ACTION**

### **PART ONE – MAINTENANCE PERSONNEL**

A. All warnings for offenses shall be in writing with copies to the affected employee and the Association. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action.

All alleged offenses shall be investigated by a supervisor prior to the issuance of a written warning. An investigation shall consist of, at a minimum, a meeting with the affected employee or employees involved in the alleged incident.

B. These rules and regulations shall apply to maintenance employees of the Board of Education, and the penalty for any serious infractions of these rules and regulations shall be as follows:

1. First Offense - written warning

2. Second Offense - one (1) to three (3) days suspension without pay

3. Third Offense - three (3) to five (5) days suspension without pay

4. Fourth Offense - discharge

a. Discharge shall be for unsatisfactory job performance; e.g., excessive tardiness, excessive absenteeism, theft, drinking on the job, or no-shows.

b. After due warning from the supervisor to the employee.

c. The Association shall be notified, in writing, of a discharge within three (3) days.

d. Determination of extent of punishment for infraction of the rules and regulations in this policy shall rest with the Board. In all disciplinary actions, an Association Representative must be present, and a letter sent to the Association explaining actions.

e. The employee shall have the right to representation at any meeting with the supervisor, if such meeting will result in disciplinary action.

### **PART TWO – SECURITY PERSONNEL**

A. All warnings for offenses shall be in writing. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action. A copy of all warning notices shall be provided to the union.

B. These rules and regulations shall apply to security personnel of the Board of Education, and the penalty for any serious infractions of work rules and regulations shall be as follows:

1. first offense – written warning
2. second offense – one (1) to three (3) days suspension without pay
3. third offense – three (3) to five (5) days suspension without pay
4. fourth offense – discharge

C. Determination of extent of punishment for infraction of the rules and regulations of the board shall rest with the Board of Education.

D. The employee shall have the right to representation at any meeting with his/her supervisor, if such meeting will result in disciplinary action.

E. Immediate discharge shall be for unsatisfactory job performance and other overt actions. Examples: excessive tardiness, excessive absenteeism, theft, drinking on the job, no-shows, insubordination.

F. The Union shall be notified, in writing, of a discharge within three (3) days.

## **ARTICLE XXI – EMPLOYEE EVALUATION**

### **PART ONE – MAINTENANCE PERSONNEL**

A. All employees shall be evaluated at least once a year. A satisfactory evaluation shall be a pre-requisite for granting salary increases.

### **PART TWO – SECURITY PERSONNEL**

All salary increments and/or increases shall be based on satisfactory performance. The Board and Union agree to modify language regarding Employee Evaluation, subject to approval by both parties. The following is *For Information Only*: Security Evaluation Procedure. The purpose of supervision and evaluation is to improve the performance of all security staff members by providing an assessment of their strengths and weaknesses and by making recommendations to correct weaknesses and enhance strengths. Evaluation is an on-going process which involves all the interactions (verbal and written, formal and informal) between security staff members and Board of Education designated supervisors.

All security staff who is employed for a full year must be evaluated twice each year, once by November 30 and once by April 30. Additional evaluations may be conducted, as needed. The evaluation forms will be developed by the Board.

The major areas of performance to be assessed will include but will not be limited to the following:

- Work Quality
- Work Habits
- Interpersonal Skills
- Other work-related factors

An employee must receive a performance rating of Average, Above Average, or Outstanding in order to receive a salary increment, salary increase, and/or to be continued in the employ of the school district.

All performance evaluations of the work of security employees must be conducted openly. All performance evaluations must be in writing and copies of same must be provided to the employee before, during, or immediately following the meeting between the supervisor and the employee. No copies of written documents will be placed in the employee's personnel file without the knowledge of the employee, as indicated by a notation on the written communication.

The supervisor and the employee must sign the evaluation form as an indication of the fact that the conference was held and that the employee received his/her copy.

Whenever an employee is rated as Below Average or Unsatisfactory in any performance category, the evaluator must include a written statement explaining the reason or reasons for the rating. The evaluator should provide suggestions and/or directions which tell the employee how

to correct the deficiencies contained in the evaluation. The evaluator should also indicate the timeline which will be provided for corrective the deficiencies contained in the evaluation.

Each performance evaluation should be a summary of the conferences, meetings, discussions, and other interactions between the employee and his/her supervisor. Every effort will be made to make sure that employees are informed of their performance deficiencies as early in the evaluation process as possible in order to give the employee an opportunity to improve or correct the deficiencies.

Security employees must maintain an acceptable attendance record. Their attendance rate must demonstrate an ability to work with regularity and consistency. In addition, their attendance pattern must be steady and must indicate a willingness to report to work with reliability. An employee who is unable or unwilling to establish and maintain an acceptable attendance record MAY be recommended for adverse personnel action in the form of a salary penalty or in the form of employment discontinuation.

The comments made in the above paragraph with regard to attendance are also applicable to punctuality.

Employees must also be able to work without supervision, as required by the specifics of their assignment.

In summary, security employees will be evaluated in relationship to their ability and/or willingness to perform all of the requirements of their position and assignment in a manner which is consistently acceptable and satisfactory.

## **ARTICLE XXII – OVERTIME PAY**

### **PART ONE – SECURITY PERSONNEL**

A. The over-time rate of 1 ½ shall commence after 40 hours of work per week. The work week is defined as Sunday through Saturday. Included in the 40 hours week shall be compensable days. A compensable day is defined as a day for which the employee is entitled to be paid; e.g., a personal illness day, personal day, family death day, jury duty day, Military Reserve Training day, or other day approved by the Board as a day off with pay.

All security personnel shall work a full day on staff development days.

The Board & Union agree to develop procedures to provide for an equitable allocation of overtime.

B. The Board will develop uniformed procedures for addressing the distribution of overtime, which will be utilized in all locations. Said procedures will be developed within 90 days of ratification of this Agreement.

## **ARTICLE XXIII – MILEAGE REIMBURSEMENT**

### **PART ONE – SECURITY PERSONNEL**

- A. The Board agrees to provide mileage reimbursement at the current New Jersey Office of Management and Budget rate for the authorized use of personal vehicles for work-related travel. The Board agrees to provide reimbursement for actual expenses incurred (taxi fare, bus fare, etc.) upon submission of receipts for services rendered or authorized travel for job-related purposes. Authorized travel involves those activities approved by the Supervisor of Security or other administrator designated by the Superintendent.

### **PART TWO – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

A. **TRAVEL RATE:**

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the OMB rate.

## **ARTICLE XXIV – RE-EMPLOYMENT AND SALARY NOTIFICATION**

### **PART ONE – SECURITY PERSONNEL**

The Board agrees to notify security staff in writing of their salary and employment status for the next school year within thirty (30) calendar days following Board Action on the above.

### **PART TWO – PARAPROFESSIONALS**

- A. The Board agrees to notify Paraprofessionals of reemployment as soon as possible. It is agreed that such notification will depend upon official of grant approval where applicable.
- B. Reappointment will be based on District-wide seniority.

### **PART THREE – TEACHER ASSISTANTS**

The Board agrees to notify Teacher Assistants of reemployment as soon as possible. It is agreed that such notification will depend upon official receipt of grant approval where applicable.

## **ARTICLE XXV – WORKING HOURS**

### **PART ONE – MAINTENANCE PERSONNEL**

Refer to Article VII.

### **PART TWO – SECURITY PERSONNEL**

The Board agrees to provide a forty-five (45) minute lunch break each day. The timing of the lunch break shall be determined by the supervisor.

### **PART THREE - PARAPROFESSIONALS**

- A. All Aides will work a five and one-half (5 1/2) hour day.
- B. 1994-95 Amendment

#### **Increased Work Day for Kindergarten Teacher Aides**

The Board agrees to increase the annual salary of all kindergarten aides whose workday is extended (from 5 1/2 hours to 6 1/2 hours per day) by 18.2%. Such salary increase shall be effective only for that period of time in each school year when the kindergarten aide actually works the additional time.

- C. The President of the Association shall be granted release time to conduct Association business upon notifying the principal. Such time is not to exceed five (5) hours per month.
- D. The President of the Association shall be entitled to release time in addition to that specified in Paragraph C above, subject to the prior approval of the Superintendent of Schools or his/her designee.
- E. Paraprofessional Aides whose work day (in their regular, full-time assignment) is extended beyond 5 1/2 hours, shall be paid at their regular rate for all work in excess of 27 1/2 hours per week, up to forty (40) hours per week.

Paraprofessional aides who work more than forty (40) hours per week, as part of their regular full-time assignment, shall be paid at the rate of 1 1/2 times their regular hourly rate.

### **PART FOUR – TEACHER ASSISTANTS**

All Teacher Assistants will work an eight (8) hour day inclusive of a one (1) hour duty free lunch.

**ARTICLE XXVI – WORK YEAR**

**PART ONE – MAINTENANCE PERSONNEL**

Refer to Article VII.

**PART TWO – PARAPROFESSIONALS**

The work year for Aides shall be the first day for teachers to the last day for teachers.

**PART THREE – TEACHER ASSISTANTS**

The work year for Teacher Assistants shall be the first day for teachers to the last day for teachers.

## **ARTICLE XXVII – ATTENDANCE**

### **PART ONE – MAINTENANCE PERSONNEL**

Refer to Article VII.

### **PART TWO – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

#### **A. INCENTIVE PLAN**

For any employee hired prior to June 30, 2011, the Board will implement an Attendance Incentive Program which will provide for a payment of \$400.00 for those employees who have perfect attendance (no sick and/or personal days used) and a payment of \$300.00 for those employees who use no more than one day (sick and/or personal). Excluded from this program are absences for jury duty, death in the family, military reserve training and Board approved professional leaves.

#### **B. ATTENDANCE PROCEDURES**

The following procedures shall apply when absences exceed an average of one (1) day per month or when tardiness exceed three (3) instances per month. The initial step shall be initiated when the tardiness for absences occur as noted above. Step 2 and beyond shall be instituted if no improvement is shown in the tardiness or attendance record or if tardiness or absenteeism continues.

Step 1: A conference shall be held and memorandum regarding same shall be placed in the personnel file.

Step 2: A conference shall be held which shall result in one or more of the following:

- a. A verbal reprimand and/or
- b. A written reprimand and/or
- c. A memorandum regarding the conference being placed in the personnel file.

Step 3: In the case of continual tardiness, each fifteen (15) minutes or portion thereof shall result in docking of pay for the time missed with an additional penalty equal to one (1) hours pay for each fifteen (15) minutes segment of tardiness. In the case of absences, the nature and extent of the disciplinary action shall be at the discretion of the Board.

Step 4: Step 1 and/or 2 and/or 3 shall be repeated.

**ARTICLE XXVIII SECURITY/ADMINISTRATION LIAISON COMMITTEE**

The security staff shall form a committee selected by and from among the members of the bargaining unit with whom the Superintendent or his/her designee must meet at least once each month (unless otherwise determined by mutual agreement) during the school year to review matters of interest to the security staff members and to play an active role in the revision or development of policies related to terms and conditions of employment.

**ARTICLE XXIX – SUMMER EMPLOYMENT (For Information Only)**

**PART ONE – SECURITY PERSONNEL**

If the Board of Education determines that there is a need for temporary summer custodial help, security employees who have received satisfactory performance evaluations for the prior school year shall be given priority in hiring for such positions. The number of hours worked each day, the hourly salary paid, and the starting/ending day for such work shall be determined by the Board.

## **ARTICLE XXX – MISCELLANEOUS**

### **PART ONE – PARAPROFESSIONALS AND TEACHER ASSISTANTS**

#### **A. Compliance between Individual Contract & Master Agreement**

Any individual contract between the Board and an individual employee, heretofore or hereafter executed; shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### **B. Separability**

If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE XXXI - DURATION**

1. The provisions of this Agreement shall be effective July 1, 2018 and shall remain in full force and effect until June 30, 2023, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article III of said Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the East Orange Board of Education on this date Apr-25-2023.

For the East Orange Board of Education:

May-04-2023

DATE

DocuSigned by:  
  
231154BF89B146F...  
Terry S. Tucker, President

Apr-25-2023

DATE

DocuSigned by:  
  
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Marissa McKenzie, SBA

For the East Orange Maintenance Association:

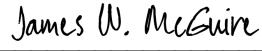
Apr-28-2023

DATE

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Association President

May-05-2023

DATE

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NJEA Consultant