

CONTRACT AGREEMENT

between

JERSEY CITY SCHOOL DISTRICT

and

**EDUCATIONAL SECRETARIES
ASSOCIATION OF JERSEY CITY**

covering the period

July 1, 2019

to

June 30, 2023

**Officers and Executive Board Members
of the
Educational Secretaries Association
of Jersey City**

**BEVERLEY SENIOR - President
KIM SAMPSON - Vice President
MADONNA MORRIS - Secretary
DONNA DEMESKEY - Treasury**

TRUSTEES

**THAIS BURROUGHS
GAYLE FLYNN
LORRAINE RAMOS
DAVID STREATER
DESHA WASHINGTON**

PREAMBLE

This Agreement is made and entered into on this 5th day of June, 2019, by and between the JERSEY CITY SCHOOL DISTRICT OF THE CITY OF JERSEY CITY, (hereinafter referred to as the "School District") and the EDUCATIONAL SECRETARIES ASSOCIATION, (hereinafter referred to as the "Association").

TABLE OF CONTENTS

PRINCIPLES	1
RECOGNITION	1
MODIFICATION OF AGREEMENT & NEGOTIATION OF SUCCESSOR AGREEMENT	1
INDIVIDUAL GRIEVANCE PROCEDURE	2
EMPLOYEE RIGHTS	5
ASSOCIATION RIGHTS AND PRIVILEGES	6
SALARY, HOURS OF WORK, STAFFING	7
VACANCIES AND NEW POSITIONS	8
JOINT COMMITTEES	9
ATTENDANCE INCENTIVE PLAN	10
SICK LEAVE	10
OTHER LEAVE	13
TERMINAL LEAVE	18
HEALTH INSURANCE	18
LIFE INSURANCE	19
HOLIDAYS AND VACATION	19
EVALUATION PROCEDURE	21
DEDUCTIONS FROM SALARY	21
MISCELLANEOUS	22
SEPARABILITY AND SAVINGS	23
SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES	23
FULLY BARGAINED PROVISIONS	24
DURATION	24

ARTICLE 1 PRINCIPLES

This Agreement is negotiated with a view toward attainment of the objectives of the educational program conducted in the schools of the district. Mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the associated personnel, and the community, requires free and open exchange of views and to this end such free and open exchange of views is desirable, proper and necessary.

ARTICLE 2 RECOGNITION

- Section 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 clerical and secretarial personnel, excluding confidential employees as defined under the New Jersey Employer-Employee Relations Act, as set forth in the salary guides.
- Section 2. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

ARTICLE 3 MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- Section 1. Before the School District adopts a change in policy which affects terms and conditions of employment, the School District will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the School District for a mutually acceptable change in said policy. Any agreement reached with the School District shall be reduced to writing, signed by the School District and the Association, and become an addendum to this Agreement.
- Section 2. The parties agree to enter into negotiations concerning a Successor Agreement in accordance with the Chapter 123 Public Law of 1974 and a good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

Section 3. During negotiations, the party making the proposals shall submit such proposals in writing to the other party. During negotiations, the School District and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Incident to negotiations, the School District will make available all relevant data and records, where permitted by appropriate Federal and State Statutes, that may be requested by the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Section 4. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE 4 INDIVIDUAL GRIEVANCE PROCEDURE

Section 1. PURPOSE:

To promote, to the highest degree, harmonious employer-employee relations, it is essential that procedures to resolve grievances be established.

Section 2. DEFINITIONS:

An "aggrieved person" is the employee or employees or the Association making the claim.

An "employee" shall be taken to include all members of the bargaining unit.

A "grievance" is a claim by an employee or the Association, based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions and practices affecting an employee's terms and conditions of employment.

The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible.

Section 3. Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.

Section 4. PROCEDURE:

Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

Section 4-1 **STEP I:** Any employee who has a grievance shall first advise his/her principal (or immediate superior or department head, if applicable) in writing of its existence. The writing shall indicate that Step I of the grievance procedure has been initiated. The principal shall meet with the employee within three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his/her decision to the employee.

STEP IA: Should discussion at this level result in an unsatisfactory resolution, the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team, of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.

Section 4-2 **STEP II:** If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall within the 12-calendar day period referred to in Step I above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee in further discussion of his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate: one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the Superintendent.

Section 4.3 **STEP III:** If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the Superintendent or his/her designee in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The Superintendent or his/her designee shall confer with the parties concerned, within four (4) calendar days. The Superintendent or his/her designee shall then, within six (6) school days, render their decision. A written statement of this decision, and all

supporting reasons, shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.

- Section 4.4 **STEP IV:** If the JCEA is not satisfied with the disposition of the grievance at Step III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at Step III.
- Section 4.5 The arbitrator shall proceed with a hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be borne equally.
- Section 5 A grievance to be considered under this provision must be instituted by an aggrieved employee fifteen (15) school days from the time the employee knew or should have known of its occurrence. Only a timely grievance can proceed through the grievance process.
- Section 6 An employee whose grievance has been deemed to be without merit by the JCEA-ESA Grievance Evaluation Team shall retain all those rights as guaranteed under contract and/or law.
- Section 6.1 Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.
- Section 6.2 In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
- Section 6.3 Time limits shall only be extended upon mutual agreement and must be memorialized in writing.
- Section 6.4 In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in Step II, the JCEA may proceed directly to Step III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.

- Section 7. The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures and contractual agreements which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.
- Section 8. If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of employees, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one school, the grievance will start at Step II.
- Section 9. No meetings and hearings under this procedure shall not be conducted in public unless requested by the employee and shall include only such parties in interest and their designated or selected representatives.

ARTICLE 5 EMPLOYEE RIGHTS

- Section 1. Pursuant to Chapter 123, Public Laws of 1974, the School District hereby agrees that every employee of the School District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the School District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the School District, or his/her institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.
- Section 2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- Section 3. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just

cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth or the applicable rules and regulations of the Civil Service Commission, if applicable.

- Section 4. Whenever any employee is required to appear before the Superintendent or Board of the School District concerning any matter which could adversely affect the continuation of that employee in office, position or employment or the salary or any increments pertaining thereto, then that employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.
- Section 5. Pursuant to N.J.S.A. 18A:31-2, any secretary or office clerk may request permission from Human Resources to attend the annual convention for up to two (2) days with pay and such permission shall be granted, provided that following attendance at the convention the employees files a certificate of attendance with Human Resources reflecting actual attendance at the session. Pay will only be made for actual days of attendance, which must be proven by certificates for each individual day.
- Section 6. All members of the Educational Secretaries Association may be provided up to two (2) days of professional development aligned to each employee's current job responsibilities and/or district needs. Requests for out of district professional development opportunities must be approved by employee's immediate Supervisor, Business Administrator and Superintendent.

ARTICLE 6 ASSOCIATION RIGHTS AND PRIVILEGES

- Section 1. The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission in accordance with the rules of the School District shall be followed.
- Section 2. Bulletin board space shall be made available to the Association at the offices of the School District. The authorized representative of the Association shall be the sole person empowered to post materials on such board.
- Section 3. The Association shall have the right to distribute materials dealing with the proper and legitimate business of the Association. The Principal, Administrator or Supervisor and/or his/her designee shall be notified prior to the distribution of such materials.

- Section 4. Two (2) employees to be selected by the Association shall be entitled to time off for attendance at Association conventions. The amount of time off for all employees shall not exceed a total of six (6) working days.
- Section 5. In the event there is no Association Representative in any work location, an authorized Representative from another work location may be designated the authorized representative of the Association by a letter of authorization signed by the President of the Association to carry out all duties and responsibilities of Association Representatives as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he/she works during his/her working hours.
- Section 6. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.
- Section 7. Whenever any representative(s) of the Association participates during working hours in negotiations or grievance proceedings, that person shall suffer no loss of pay.
- Section 8. A supervisor/department head may only limit, except in emergency situations, up to 50% of his/her staff from attending the NJEA convention. The supervisor/department head shall ensure equitable opportunities for attendance through a rotation from year to year. At all times, the request by the supervisor/department head 2 weeks prior to the start of the convention. The supervisor/department head must make every effort to respond to the request 1 week prior to the start of the convention.
- Section 9. The elected President of the Educational Secretaries Association - JCEA will be assigned a full-time, 5 day work week release. The full-time release position will be assigned a space out of the JCEA office in Jersey City for the purposes of coordination with the District Administration with respect to ongoing Labor issues, planning, development including grievances et al. There will be no home office / home school assignment of the ESA President.

ARTICLE 7

SALARY, HOURS OF WORK, STAFFING

- Section 1. Time and one-half premium pay shall be paid for all overtime work performed at the direction of supervisory personnel. The policy of compensatory time is hereby abolished.

Section 2. The workweek from September 1, through June 30 shall be thirty-five (35) hours, seven (7) hours per day, excluding lunch periods. The worksheet from July 1 through August 31 shall be thirty-two and one-half (32 ½) hours, sick hours and thirty (30) minutes per day, excluding lunch.

If a sufficient number of employees are available to work the extended day from September 1 through June 30, then the immediate supervisor may permit other employees to work the additional thirty (30) minutes during their lunch period. The immediate supervisor may also allow flexible time for employees. However, the immediate supervisor may also allow flexible time for employees. However, the immediate supervisor may, at his/her discretion, have employees revert to the regular workday schedule.

Effective July 1, 2003 the workweek from July 1 through August 31 shall be thirty-three (33) hours and forty-five (45) minutes, six (6) hours and forty-five (45) minutes per day, excluding lunch. Effective July 1, 2004 the workweek from July 1 through August 31, shall be thirty-five (35) hours, seven (7) hours per day, exclusive of lunch.

Effective July 1, 2019 the program rate shall be paid at \$18.00 per hour.

All hours worked beyond the required workweek/workday shall be compensated pursuant to the following schedule:

Weekdays	- 1 1/2 times	Sundays-	2 times
Saturdays	- 1 1/2 times	Holidays-	2 times

Section 3. Employees shall be paid in twenty-four (24) semi-monthly payments. Such checks are to be received by employees on the first and sixteenth of each month.

Section 4. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

Section 5. Salary checks for all employees shall be paid through direct deposit.

Section 6. Promotions. Pursuant to practice as established by letter of the Human Resources Department. Letter shall stipulate that in promotions, employee's salary shall be raised to the nearest higher base salary step for the new position and one (1) additional increment shall be granted recognizing the promotion.

Section 7. Demotions. Pursuant to practice as established by letter of the Human Resources Department. Letter shall stipulate that in reversal of promotions, employee's salary shall be returned to the former salary step closest to the

current based salary of the lower title, minus one (1) additional increment recognizing the reversal of promotion.

- Section 8. Out of title pay for out of title work shall commence on the fifth consecutive day of performing the higher duties and shall be retroactive to the first day. Out of title pay is to be paid to bargaining unit members that perform all work in a higher title. The salary of the affected bargaining unit employee shall be raised to the nearest highest base salary of the higher title, plus one (1) additional increment.

ARTICLE 8 VACANCIES AND NEW POSITIONS

- Section 1. Consideration for new and vacant positions, whether temporary or permanent, shall be given to employees presently under permanent title within the School District.
- Section 2. Notice of all vacancies and new positions together with the criteria necessary to fill the position, shall be made known to the Educational Secretaries Association within a reasonable time.
- Section 3. All employees interested therein must submit a written application to the Human Resources Department within ten (10) work days.
- Section 4. Employees who have acquired experience, skill and ability to do the work required in the job without further training shall be given preference. All such applicants shall be considered and will be given a reply to their application.
- Section 5. The School District shall determine the qualifications and abilities of employees who apply and, in the event two (2) bidders are of equal experience and ability, the applicant with the greater seniority shall be awarded the job.
- Section 6. None of the above is meant to violate Civil Service procedures, rules or regulations, and if there is a conflict between the Civil Service procedures, rules or regulations, such Civil Service procedures, rules and regulations shall prevail.
- Section 7. Upon a promotion being approved, bargaining unit employees will receive the higher salary effective the day indicated in the Board Resolution.
- Section 8. All entry level support positions shall be filled in accordance with applicable Civil Service and New Jersey laws and regulations.

- Section 9. Radio Dispatcher, as per past practice, the individual designated as the “on call emergency man/woman” shall be compensated a minimum of two (2) hours of overtime for the periods they are assigned. If an employee is scheduled for overtime and is notified by the District that said overtime is cancelled, the District shall give at least two (2) hours notice prior to the start of the overtime shift. In the event the employee is not notified two (2) hours in advance, he/she shall receive two (2) hours pay.

ARTICLE 9 JOINT COMMITTEES

- Section 1. It is agreed that monthly meetings will be held between the President of the Association and the Superintendent, upon request by the Superintendent or Association, to discuss items of mutual concern.
- Section 2. Tuition reimbursement for credits at a duly authorized and accredited institution of higher learning shall be paid to a maximum, per course, of one (1) three (3) credit graduate and/or undergraduate courses offered at the New Jersey City University rate, if approved by the Superintendent and if a “B” average or better is attained. Funds each year will be available as follows:

\$30,000 – 2019 – 2020	\$30,000 – 2021 - 2022
\$30,000 – 2020 – 2021	\$30,000 – 2022 - 2023

Per N.J.S.A. 18A:6-8.5, the following conditions must be met to receive tuition reimbursement from the District: (1) the school that employee attends must be a duly authorized tuition of higher education as defined by status (2) the Superintendent must approve the reimbursement prior to the employee’s enrollment in the course, and (3) the course the employee seeks reimbursement for relates to his/her current or future job responsibilities.

- Section 3. Organization Committee. The District may establish an Organization Committee which shall consist of representatives from the JCEA and/or ESA to discuss, evaluate and make recommendations to the Superintendent regarding the organization of job titles in the ESA. This committee shall convene if either the District or the ESA deems it necessary.

ARTICLE 10 ATTENDANCE INCENTIVE PLAN

Any employee who has no absences from July 1st to June 30th shall receive a \$350.00 bonus. The bonus will be split in two parts, \$175 each semester for employees who achieve perfect attendance during the semester. The first semester is July 1st through December 31st; the second, January 1st through June 30th. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE 11 SICK LEAVE

- Section 1. An employee absent because of personal illness shall suffer no loss of pay for:
- a. One (1) working day for each month of service during the remainder of the first fiscal year of service following assignment or permanent appointment.
 - b. Fourteen (14) working days in every fiscal year thereafter.
- Section 2. All or any portion of allowable personal illness leave for any fiscal year not required (used) by an employee shall be accumulated to his or her credit from year to year.
- Section 3. Accumulated personal illness with pay shall be granted an employee when needed, provided that in computing the amount of pay there shall be deducted the amount of monies which the employee is paid under the provisions of Title 34, Chapter 15 of the revised Statutes of New Jersey for temporary disability for any kind for which the employee is entitled to receive accumulated personal illness leave pay.
- Section 4. The procedure to be followed for illness requiring a leave of absence is as follows:
- a. Employees who are absent five (5) consecutive school days must submit a leave form. Leave forms will be distributed to all employees at the beginning of the school year, will be readily available in the administrative office of the school, and will be accessible on the District website. The employee may download the leave form from the District's website. The leave form must be completed and signed by the employee's physician and the employee and sent to the Office of Human Resources medical department by Certified Mail/Return Receipt Requested or via email by the fourth (4th) working day after the fifth (5th) consecutive day of absence.

Leave forms can also be mailed to the employee upon request and mailed to the Office of Human Resources.

- b. If completed personal illness leave of absence form is not received within the nine (9) working days period, then the Department of Human Resources will send a certified letter indicating failure to comply.
- c. If no response to the letter is received within five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department

Section 5. Leaves of absence for personal illness may be granted only when requested on the prescribed form signed by a regularly licensed Doctor of Medicine (a Doctor of Dental Service or Dental Surgery in case of mouth ailments) and approved by the Board of Education at the recommendation of the Superintendent.

Section 6. Each leave of absence shall not be in excess of one-half year from the first day of absence due to personal illness. Leaves of more than thirty (30) days must be approved by the Superintendent.

Section 7. In the computation of personal illness deductions, the fourteen (14) days personal illness leave granted for the current fiscal year shall be utilized first, and next if the absence exceeds fourteen (14) days in any fiscal year, the days in the employee's cumulative personal illness leave account shall be used.

- A. Permissive Sick Leave: If an employee is already on or eligible for an approved medical leave and exhausts all personal illness days, the employee may apply in writing to the Human Resources Department for permissive sick leave. Human Resources and the Superintendent will review the request. Said leave will only be granted with the approval of the Board of Education.

The maximum time allotted for permissive sick leave is equal to one day for each year that the employee has completed with the District. It can be used once in a school year and twice in a career.

If an employee has not used his/her entire permissive leave in a school year, he/she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year. Said leave will only be granted upon the recommendation of the Superintendent and approval of the Board of Education.

- B. Extended Leaves of Absence: Only the Superintendent, in his/her sole discretion, may approve additional absences beyond those granted in Article A. These extended leaves may only be granted in cases of long and extended illnesses, which is serious in nature. The decision of the Superintendent may not be subject to arbitration.

Eligibility

Employees with 1 to 10 years – 40 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

Employees with 10 or more years – 80 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

- Section 8. Salary payments may be discontinued in cases of absence in any one fiscal year which exceeds that enumerated in the preceding paragraphs.

Employees who exhaust sick leave shall be entitled to a sixty (60) day grace period for Board paid hospitalization after exhausting sick leave provided that the employee had neither sold back sick days during the preceding ten (10) years and was in good standing at the time of exhausting.

- Section 9. In order to establish the accumulated personal illness leave presently due an employee, any portion of allowable personal illness leave not required (used) by an employee for all years of service for such employee prior to and subsequent to the adoption of the New Jersey Department of Personnel shall be included.

- Section 10. Intervening holidays shall not be counted as work days when computing allowable personal illness leave days.

- Section 11. Days lost due to injuries or illness incurred as a result of activities which were required by the character of employee's assigned work shall be excluded in the computation of allowable personal illness leave days.

- Section 12. An employee whose absence for personal illness exceeds one-half year shall be required to take a physical examination as directed by the Human Resources Department of the School District.

- Section 13. Upon receipt of the report from the Human Resources Department, the Board of Education, upon recommendation of the Superintendent shall either:

- a. Grant additional leave for a period not to exceed six (6) months at a loss of full pay, except in situations where the accumulated personal illness leave and permissive personal illness leave have not been exhausted, or,
- b. Return the employee to his position with the School District.

Section 14. No further renewal or extension of leave of absence may be granted except upon the approval, in writing, of the **Civil Service Commission**, where such non-instructional employees are under the New Jersey Department of Personnel.

Section 15. Any employee upon resignation after (10) years of regularly appointed service or upon retirement, shall receive a lump sum payment equivalent to \$50 for each unused day, accumulated in his/her personal illness leave bank after July 1, 1965. In the event of death before retirement, the employee's estate shall receive the lump sum payment described herein. For those employees hired after May 21, 2010 this amount shall not exceed \$15,000. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based upon leave credited on the date of retirement.

Section 16. Any employee hired prior to July 1, 2015 and covered by this agreement who has at least two (2) years of continuous service with the Jersey City School District shall have the option of cashing in 30% of sick days at the rate of \$50.00 per day or at 1/2 of the substitutes per diem, whichever is greater. Those employees hired after July 1, 2015 shall not be eligible to cash in these days.

ARTICLE 12 OTHER LEAVE

Section 1. **Absence for Death in Family:** In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of an employee, the employee shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the employee shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

Section 2. **Absence for Death of a Relative.** In case of the death of a relative not included in the above section,, an employee shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of “relative” in this section shall include the following: grandfather, grandmother, uncle by consanguinity (but not by affinity), aunt by consanguinity (but not by affinity), nephew, niece, cousin by consanguinity (first cousin only, and not cousin's wife or husband), son-in-law, daughter-in-law.

Section 3. **Absence by Reason of Quarantine or Court Order.**

- A. Pursuant to N.J.S.A. 26:4-1 et seq. and in the event schools are closed as a result of, or in the event an employee is officially quarantined by action of State, County or City Health Office, no member of this bargaining unit shall suffer loss of pay provided further that the Superintendent retain the right to schedule make-up days in the event of closing of any and all of the district's schools.
- B. An employee absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the employee's employment with the District and further is not the result of any action by the District against the employee nor the result of any lawsuit brought by the employee against the District. Provided further that an employee shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of an employee appearing as a witness to a felony in a criminal proceeding provided the employee is not a defendant. Provided further the employee shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of an employee appearing as a witness in a civil proceeding in which the employee is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the employee has no interest, direct or indirect, in the outcome of the litigation. Provided further that said employee is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her principal or department head at least one (1) week prior to appearance or immediately upon receipt if the employee is served with the subpoena within the week preceding the appearance and the absence is approved by the Superintendent.

Section 4. **Absence for Attending Upon a Member of Family Seriously Ill.**
Absence because of the necessity of attendance upon a member of the employee's immediate family who is seriously ill and requires the care or

attendance of such employee shall be charged to the personal illness leave days to which the employee is entitled.

Section 5. **Report of Absence.** An employee who is absent from duty because of personal illness, death in the family, quarantine or compliance with the requirements of a court order, shall notify the principal (or immediate supervisor or department head; if applicable) as early as possible, and such notification shall be given in advance where possible. An employee who is absent from duty for any other reason shall first secure permission from the Superintendent through the principal (or immediate superior or department head; if applicable).

The employee shall, in reporting absence for personal illness, communicate to the principal (or immediate superior or department head; if applicable) the probable duration of the illness.

Employees absent for any period of five (5) days or less must on return, complete, sign, and file with the principal (or immediate superior or department head; if applicable), on forms to be supplied by the school District, a personal certificate as to the necessity of the absence.

Notification of return after absence: An employee who has been absent for two (2) days or more shall, before the end of the school day prior to his/her return, notify the principal (or immediate superior or department head; if applicable) of his/her expected return.

Section 6. **Leave for Maternity**

A. Any member of the non-instructional staff who is pregnant shall notify the Human Resources Department of the School District not later than six (6) months before the expected birth of the child and include with said notification a physician's certificate setting forth the date of the expected birth. She may be required to undergo a medical examination by the Human Resources Department of the School District. She shall be eligible to receive maternity leave without pay for six months, which may be renewed for an additional period not to exceed six months upon approval of the Superintendent. No further renewal or extension of leave of absence may be granted except upon approval, in writing, of the Civil Service Commission where such non-instructional employee is under the New Jersey Department of Personnel. The School District, for proper cause or upon application of the employee, may terminate the leave prior to its original date of termination.

B. Any employee who may become pregnant during a leave of absence granted for prior pregnancy shall apply for one additional

leave of absence, which with the School District's approval, and the approval of the Civil Service Commission, may be extended for an additional period of one year.

- C. Upon request, an additional leave of six (6) months may be granted for child care with the approval of the Civil Service Commission.
- D. Any non-instructional employee adopting a child may be eligible to receive a leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said child, or earlier if necessary to fulfill requirements of the adoption.

Section 7. **Illness as a Result of Pregnancy.** Should any employee absent on maternity leave develop any illness or malady as a result of pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted, upon recommendation of the Human Resources of the School District, further leave of absence not to exceed six (6) months until she has recovered from such illness; provided, however that Civil Service Commission approval is granted where required.

Section 8. **Leave of Absence for Personal Business**

- A. Leave of Absence for personal business may be granted to a permanent employee by the School District with loss of full pay for a period not to exceed six (6) months.
- B. Such leave of absence may be renewed by the School District for an additional period not to exceed six (6) months.
- C. No further renewal or extension of leave of absence for personal business shall be granted except upon approval of the School District and of the New Jersey Department of Personnel.

Section 9. **Personal Business Days**

Employees shall be entitled to three (3) personal business days per year without loss of pay. The personal business days shall be transferred to the sick leave bank if unused.

The practice of pre-scheduling one-half (1/2) personal business day is prohibited.

One who requests a personal business day shall submit his /her request on the form prescribed, to the principal in time to allow the request to reach the office of the Superintendent three (3) days prior to the day of leave.

Normally, reasons which will justify the written request will be such as:

- a. Marriage of the employee or of an immediate relative of the employee.
- b. Graduation of a son or daughter.
- c. Participation in a graduation or accepting a degree.
- d. Serious illness at home.
- e. Attendance at a professional meeting.
- f. Property closing, sales, etc.

In case of a personal emergency, such as attendance at a funeral not covered by the rules, the requirement of a prior written request will be waived by the Superintendent.

Section 10. Leave for Active Military Service.

- A. A permanent or full-time temporary officer or employee of the school district who is a member of the organized militia of New Jersey (New Jersey National Guard, New Jersey Naval Militia Joint Command) shall be entitled, in addition to pay received, if any, to a leave of absence without loss of pay or time on all days in which he/she is engaged in any period of State or Federal active duty. The leave of absence for Federal active duty or active duty for training shall not exceed ninety work days in the aggregate in any calendar year. A permanent or full-time temporary officer or employee who has served less than one year in the district shall receive this leave without pay, but without loss of time. This paid leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence for such duty in excess of ninety work days shall be without pay, but without loss of time.
- B. A permanent or full-time temporary officer or employee of the school district who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, to a leave of absence without loss of pay or time on all work days he/she shall be engaged in any period of active duty, provided such leave of absence shall not exceed thirty work days in any calendar year. A permanent or full-time temporary officer or employee who has served less than one year in the district shall receive this leave without pay, but without loss of time. This paid leave shall be in addition to the regular vacation or other accrued leave provided to the officer or employee. Any leave of absence

for such duty in excess of thirty workdays shall be without pay, but without loss of time.

- C. Military leave with pay is not authorized for Inactive Duty Training (IDT) as defined in N.J.A.C. 5A:2-2.1. The district will provide benefits and rights for staff on military leave as required by Federal and State laws.
- D. Pursuant to N.J.S.A. 52:13H-2.1, in accordance with the provisions of Article VIII, Section II, paragraph 5 of the New Jersey Constitution, upon application by the district to the State Treasury and approval of the application by the Director of the Division of Budget and Accounting, reimbursement shall be made by the State of New Jersey for any costs incurred as a result of the provisions of P.L. 2001, Chapter 351.
- E. Provisions will be made for annual military pay coverage eligibility to be increased to follow employee's Rank and Unit Duty requirements for employees called for more than 14 days of active duty service in one year according to Military Orders received by the employee.

ARTICLE 13 TERMINAL LEAVE

- Section 1. Effective July 1, 1971, each member of the bargaining unit hired prior to July 1, 2015 shall be entitled to two (2) terminal leave days for each year of service. Those employees hired after July 1, 2015 shall not be eligible for these days.

ARTICLE 14 HEALTH INSURANCE

- Section 1. The School District shall make available to secretarial/clerical staff individual coverage under the Horizon and Homestead self-insured plans, including Rider J.

- Section 2. The School District shall provide the health-care insurance protection, as follows:

- A. The School District shall make available health insurance coverage to bargaining unit members through the plan offered by the District through Horizon Blue Cross/Blue Shield. Effective July 1, 2019, all eligible association members will contribute towards health insurance according to the following chart, in

replacement of Public Law 2011, Chapter 78: Single: 3% of salary,
Parent/Child(ren) 4% of salary, Two adults: 4% of salary, Family: 5% of Salary.

B. Effective July 1, 2019, all price points on medical will increase by \$5 and all price points on prescription will increase by \$5. The prescription drug benefit will have copayments of:

30 Day Supply

\$10 generic
\$15 preferred name brand
\$30 non-preferred name brand

90 Day Mail Order

\$15 generic
\$25 preferred name brand
\$55 non-preferred name brand

The board shall have the right to revert to the School Employees Health Benefit Plan prescription drug card plan in future years if the premium cost to the Jersey City Public Schools is less than the premium cost of the prescription drug card plan.

14-2.1 The School District shall provide to each secretarial/clerical member a description of the health-insurance coverage provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

14-2.2 Employees who exhaust their sick leave bank shall be entitled to a sixty (60) day grace period for Board paid hospitalization after exhausting sick leave, provided that the employee had not sold back sick days during the preceding ten (10) years and was in good standing at the time of exhaustion.

Section 2.3. Vision Plan

A Family Optical Plan will be provided.

Section 2.4. Flex Plan

A Flex Spending Plan will be available.

**ARTICLE 15
LIFE INSURANCE**

Section 1. The School District shall provide each employee of the bargaining unit with a \$2,500 life insurance policy and a \$2,500 death and dismemberment policy. Upon retirement, the life insurance coverage shall be decreased to \$1,000 for each member of the bargaining unit and the death and dismemberment policy shall be cancelled.

However, upon retirement, the employee may pay whatever premium is necessary to keep the policy in effect.

ARTICLE 16 HOLIDAYS AND VACATIONS

Section 1. The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. General Election Day (November)
10. Veteran's Day
11. Thanksgiving Day
12. Thanksgiving Holiday (Day after Thanksgiving)
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

Whenever any of the existing holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday, provided that the schools are closed.

Whenever any of the existing holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday, provided that the schools are closed.

The Holidays listed in this Article are only to be taken on days when the schools are closed. Any such Holidays that cannot be taken because the schools are open will be made up on another day provided that three (3) days prior written notice is submitted to and approved by the principal (or immediate superior or department head, if applicable).

Section 2. Vacation Schedule shall be as follows:

One (1) day per month for the first year of employment.

Twenty-two (22) days for two (2) through fourteen (14) years of employment.

Twenty-five (25) days after completion of fifteen (15) years or more.

Vacation Schedule shall be as follows for staff hired after July 1, 1993:

<u>Years of Employment</u>	<u>Vacation Days</u>
Less than 1 year	1 day per month worked to a maximum of 10
1 through completion of 4 years	15 days
5 through completion of 9 years	20 days
10 through completion of 14 years	22 days
Starting with the 15th year of employment	25 days

Those hired prior to July 1, 1993 shall retain their prior vacation allowance except for those in the after 15- year category where the above schedule applies.

School Clerks may take up to five (5) vacation days any time during the school year, provided a minimum of three (3) days notification is given, in writing, to the Principal of the school. Approval must be given by the Principal of the school.

Section 3. Effective July 1, 1988, the alleged past practice of permitting employees who do not work in the schools one-half of the time off received during the regular school calendar by employees who work in the schools shall cease. Employees who do not work in the schools shall receive five (5) floating days off, provided that a three (3) day prior written notice is submitted to and approved by the employee's department head.

ARTICLE 17 EVALUATION PROCEDURE

Section 1. All observation of the work performance of any employee shall be conducted openly and with full knowledge of the employee.

Section 2. In any instance where an unfavorable report is given by the Superior, the employee should be given an opportunity to rebut.

Section 3. Employees, upon presentation of advance written request, may inspect their personnel files with no undue delay. A representative from the Human Resources Department shall be present during the inspection.

Section 4. Employees shall have the right to add written comments to any material filed and these written comments, after review by the Human Resources Department, shall be made part of the employee's personnel file.

ARTICLE 18
DEDUCTIONS FROM SALARY

- Section 1. The School District agrees to deduct from the salaries of the members of the bargaining unit dues for the Educational Secretaries Association, Hudson County Education Association, New Jersey Education Association and/or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorizes the School District to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted promptly to the treasurer of the Educational Secretaries Association following the monthly pay period on which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss or damages incurred as a result of this clause.
- Section 2. The Association reserves the right and the School District has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the Educational Secretaries Association.

ARTICLE 19
MISCELLANEOUS

- Section 1. The School District and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- Section 2. This Agreement constitutes School District policy for the term of said Agreement, and the School District shall carry out the commitments contained herein and give them full force and effect as School District policy.
- Section 3. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the School District in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be

interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Section 4. Longevity Pay:

Years of Service	19-23
5	\$350
10	\$550
15	\$750
20	\$950
25	\$1050
30	\$1050
35	\$1050

Effective July 1, 1995 this shall be cumulative.

Section 5. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by Federal Express or registered letter at the following address:

1. If by the Association, to the School District at: 346 Claremont Avenue, Jersey City, New Jersey 07305.
2. If by the School District, to the Association at: 1600 Kennedy Boulevard, Jersey City, New Jersey 07304.

Section 6. All employees who travel to multiple locations, as determined by the District, shall be required to wear uniforms as designed by the District. The District will supply all required uniforms at no cost to the employee.

Section 7. Bargaining unit members who use their automobiles to travel between work locations for job related functions will receive mileage reimbursement pursuant to QSAC Regulations.

**ARTICLE 20
SEPARABILITY AND SAVINGS**

Section 1. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid and subsisting, but all other provisions or applications shall continue in full force and effect.

ARTICLE 21
SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES

Section 1. The School District on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the United States. The exercise of the foregoing powers, rights, authority, duties and regulations and practices in furtherance thereof shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with law.

ARTICLE 22
FULLY BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlements by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE 23
DURATION

Section 1. The provisions of this Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect through June 30, 2023 subject to the right of the School District or Association to negotiate for a modification of this Agreement as provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 5th day of June, 2019.

JERSEY CITY EDUCATION
ASSOCIATION
EDUCATIONAL SECRETARIES
ASSOCIATION

JERSEY CITY SCHOOL
DISTRICT

Beverley Senior– President
Educational Secretaries Association

Franklin Walker,
SUPERINTENDENT OF SCHOOLS

John Dillon
NJEA Uniserv Field Representative

Sudhan Thomas
Board President

**EDUCATIONAL SECRETARIES ASSOCIATION
SALARY GUIDE KEY**

- A. Legal Stenographer *Central #7*
- B. Mail Clerk, Office Appliance Operator *Central 4*
- C. Medical Attendant *Sch #1*
- D. School Nurse Aide *Sch #2*
- E. Sen. Emp. Benefits Clerk *Central 3*
- F. Senior Medical Stenographer *Central 6*
- G. Audiometrist, Athletic Equip/Facilities Clerk, , Clerk 4A *Central #4*
- H. Asst. Payroll Supervisor, Pers. Asst., Pers. Asst. Typ., Supr./Off. App. Oper. *Central 6*
- I. Sen. Adm. Analyst, Pers. Aid., Pers. Aide/Typ.
- J. Senior Acct., Sen. Leg. Steno., Sen. Pers. Asst., Supr. Data Control Clerk, Data Processing Systems Programmer, Training Technician Computer Technology, Telephone Systems Supervisor, Data Processing Technician, Asst. Suprv. of Accts. *Central 9*
- K. Chief Clerk Title I, DP Cord., Supv. Accts & Control, Senior Computer Operator, Accountant *Central 7*
- L. Clerk Typ./Bil., Clerk 1A, Keyboarding Clerk 1B, Keyboarding Clerk 1A *Central #1*
- M. School Clerks: Acct. Clerk., Clerk Typ./Bil., Clerk 1B, Keyboarding Clerk 1B *Sch #1*
- N. Sen. Acct. Clk., Sen. Acct. Clk/Typ., ~~Sen. Clk., Sen. Clk. Typ./Bil.,~~ , Steno, Sen. Clk. Trans, Sen. Clk. Bk. Room, Sen. Budget Clk., Sen., Payroll Clk., Sen. Pers. Clk., Sen. Pur. Asst., Sen. Purch. Assist./Steno., Sen. Purch. Asst./Typ., Sen. Vault Clerk, Emp. Benefits Clk., Data Control Clk., Data Entry Oper., Key Oper. Word Processor, Sr. Pers., Clk./Typ., Clerk 2A, Keyboarding Clerk 2A *Central 2*
- O. School Clerks for the above Titles, Stock Clerk Bookroom, Clerk 2B, Keyboarding Clerk 2B *Sch #2*

P. Prin. Acct. Clk., Prin. Acct. Clk./Steno., Prin. Acct. Clk./Typ., Wd. Process. Clk., Clk. Driver, Custodian of Records, Prin. Clk./Steno., Clk. Trans., ~~Prin. — Clk.~~ Sen. Data En. Oper., Sen. Key Mach. Operator, Bio., Sen. Data Control Clk., Clerk 3A, Keyboarding Clerk 3A, Records Support Technician 1, Legal Secretary 1

Central #3

Q. School Clerks for Above Titles, Clerk 3B, Keyboarding Clerk 3B

SC#3

R. Med. Stenographer, Prin, Emplo. Ben. Clk., Prin. Data Con. Clk., Prin. Pay Clk., Prin. Pers. Clk. Typ., Purchasing Agent

Central #3

S. Principal Buyer, Principal Purchasing Assistant

Central #5

T. Supv. Acct. Clk., Supv. Clk./Steno., Supv. Clk./Typ., Supv. Data Entry, Pension Fund Supv., Sen. Clk. Driver, Supv. Health Ins. Benefits Clk., Clerk 4, Keyboarding Clk/Typ 4B

SC#4

U. Senior Office Appliance Operator, Records Retrieval Technician 2

Central #4

V. Internal Communications Specialist

Central #5

W. Administrative Clerk, Administrative Clerk Typing, Transportation Analyst

Central #5

X. Administrative Analyst, Fiscal Analyst, Graphic Artist 2/Public Information Officer

Central #10

Y. Assistant Buyer

Central #4

Z. Management Specialist

AA. Assistant Data Processing Coordinator

Central #7

BB. Assistant Supervisor/ Data Control

Central #4

CC. Administrative Secretary, Secretary, Board/Commission Typ., Management Assistant

Central #5

DD. Coordinator of Administrative Services, Computer Service Technician, Technician Management Information Systems, Senior Computer Operator

Central #8

JERSEY CITY BOARD OF EDUCATION
And
JERSEY CITY EDUCATIONAL SECRETARIES ASSOCIATION

SIDEBAR AGREEMENT – CASPER AND MORNINGSTAR PROGRAM STIPENDS
September 21, 2023

The Jersey City Board of Education and the Jersey City Educational Secretaries Association hereby enter into this sidebar agreement to establish stipend pay rates for employees working in the CASPER and Morningstar Programs in the 2023-2027 school years. The rates below shall be effective throughout the life of the collective bargaining agreement.

Employees serving as Paraprofessionals: \$17 per hour

Employees serving as Clerks: \$18 per hour

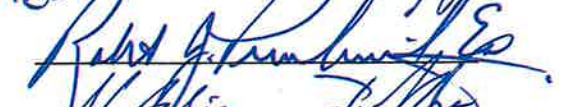
Employees serving as Teachers: \$45 per hour

Employees with a current Substitute Teacher Certificate working as a Teacher: \$45 per hour

Employees serving as Facilitators: \$47 per hour

This agreement is contingent on approval of the Jersey City Board of Education and the Jersey City Educational Secretaries Association. Upon approval of both, this agreement will take effect immediately, and will not be subject to the 10-day posting requirement for the 2023-24 school year.

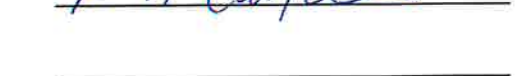
FOR THE BOARD:



FOR THE ASSOCIATION:





Memorandum of Agreement

The parties in Jersey City Board of Education (hereinafter as “Board”) and the Jersey City Educational Secretaries Association (hereinafter as “Association”) agree as follows:

1. Duration: This contract shall commence on July 1, 2023 and shall expire on June 30, 2027.
2. Salary:
 - a.) Effective July 1, 2023, the base salaries of the Association, shall be increased by **4.75%**.
 - b.) Effective July 1, 2024, the base salaries of the Association, shall be increased by **3.11%**.
 - c.) Effective July 1, 2025, the base salaries of the Association, shall be increased by **3.11%**.
 - d.) Effective July 1, 2026, the base salaries of the Association, shall be increased by **3.11%**.
 - e.) All increases are inclusive of increment.
 - f.) Retroactivity shall be paid back to October 1, 2023.
 - g.) Salary Guides are to be mutually developed and agreed upon, by both parties.
3. Article 6 – Association Rights & Privileges (Section 9):
 - Delete in its entirety.
4. Article 12 – Other Leave (Section 10) – Leave for Active Military Service:

Delete and Replace as follows:

Section 10 – **LEAVE OF ABSENCE FOR MILITARY SERVICE**

- **FIELD TRAINING OR ATTENDANCE AT SERVICE SCHOOLS:** A employee who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.
- Whenever such military field training or attendance at service schools requires that the employee remain for a longer period than the prescribed two (2) weeks, the employee shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.
- **LEAVE FOR EXTENDED ACTIVE MILITARY SERVICE:** Any employee entering active military service with the Armed Forces of the United States shall be granted military leave without pay for the period of his/her service.

- The members of the National Guard and Naval Militia shall receive the difference between their pay and military pay in accordance with Revised Statutes of New Jersey 38: 12-4.5.
 - Re-enlistment in active military service shall be considered as resignation unless such re-enlistment is required in accordance with Federal Law governing military service.
5. Sidebar Agreement – Casper and Morningstar Programs:
Add to the Contract as signed by both parties.
6. Article 16 – Holidays and Vacations – Section 1:
Add “Juneteenth” to the list of paid holidays.
7. Article 8 – Vacancies and New Positions – NEW Section 10:
Add NEW Section 10, titled “Voluntary Transfers,” as follows:
- Voluntary Transfers**
- An employee seeking transfer to another location shall submit a written request to the Superintendent of Schools or his/her designee no later than April 1st of the current year. The employee shall state the reasons for the request, the location, grade, and/or subject to which the employee seeks transfer.
 - Three (3) choices, in order of preference, if there be preference, shall also be stated. If none of the choices are available then the written request shall be deemed withdrawn.
 - When a request for transfer is not granted, the employee shall be notified in writing by the office of the Superintendent of Schools or his/her designee.
8. Article 11 – Sick Leave – Section 15:
Amend as follows:
- Change from \$50 for each unused day to **\$65 for each unused day.**
9. Article 19 – Miscellaneous – NEW Section 8:
Add NEW **Section 8 – “Swipe Card”**, as follows:
- **All employees will use a card swiping system for entry into schools and departments every day. During the first year of implementation of this system, employees will not be docked pay for being late to work. Commencing with the second year of implementation, employees may be docked one-half (1/2) day of pay upon arriving late a seventh (7th) time in each semester of school. It is agreed that, before an employee is docked for being late, the administrator will meet with the employee.**
 - **All employees will swipe “in” at the start of the workday, and swipe “out” at the end of the workday.**

10. Article 6 – Association Rights and Privileges – NEW Section 9:

Add NEW Section 9 – “WDEA”, as follows:

Workplace Democracy Enhancement Act of 2018 – “WDEA”

- 1) The Board shall provide to the Association access to all members and potential members of the negotiation’s units.
- 2) **Access to Negotiations Unit Members** Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following:
 - a) The Jersey City Educational Secretaries Association (JCESA) shall have the right to meet with individual employees on the premises of district buildings during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues. When possible, these meetings shall occur during lunch or other non-work breaks.
 - b) The JCESA shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on workplace premises and to use district buildings and facilities to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Association, and internal union matters involving the governance or business of the exclusive representative employee organization.
 - c) The JCESA shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees within thirty (30) calendar days from the date of hire or the date hire was reported to the Association. Such meeting may occur during new employee orientations, or if the employer does not conduct new employee orientations within those 30 days, at individual or group meetings. Meeting duration time is up to 120 minutes, in no cases less than 30 minutes, with final duration of time needed to be determined by the JCESA. When these meetings occur outside of scheduled orientation, the JCESA will work with the administration to schedule the meetings at a time which will cause the least disruption to the school day.
 - d) Every 120 calendar days, the board shall provide to the JCESA an updated roster of unit employees, a list of new hires since the previous 120-day period and a list of separated employees since the previous period. The files will be transmitted electronically in an Excel file format or similar delimited style file format that has manipulability and has been agreed to by the JCESA. Each report shall include: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the board, date of hire, and work email address and any personal email address on file with the board.
 - e) The home addresses, phone numbers, email addresses, date of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective

members, and non-members, are not government records and are exempt from any disclosure requirements of P.L. 1963, c.73 (C.47:1A-1 et seq.) The board shall not disclose employee information, except as outlined in sections 2.d and 2.e above.

- f) The JCESA shall have the right to use the email systems of the board to communicate regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Use of the email systems is reserved for the elected officers of the Association, including chief building representatives and shall not be used for purposes of electioneering, campaigning for office, disparagement of any employee, or other matters that are not internal governance or business of the union. Such communications shall be considered confidential.
- 3) **Union Protection**
 - a. The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association of its unified affiliates.
 - a) b. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.
 - 4) **Membership Withdrawal**
 - a. Should a negotiations unit member notify the Board or its agents that they wish to resign or relinquish membership in the Association, the Board shall require the member to submit a dues termination form and the Board shall provide a copy of same to the Association's president or his/her designee within five (5) calendar days of receiving the form from the unit member. Negotiations unit members may only resign or relinquish their membership or terminate dues deduction during the ten (10) calendar days following each anniversary date of the employee's employment. A withdrawal shall take effect on the thirtieth (30th) calendar day after the anniversary date.
 - 5) **Definition**
 - a. The Parties agree that the date of hire shall be defined as the first day of work in the then current district for any negotiations unit member. This shall include any new employee orientation day(s) required by the Board.
 - 6) **Enforcement**
 - a. This article shall be enforceable through the parties' grievance procedure, which shall include binding arbitration as outlined in the Workplace Democracy Enhancement Act of 2018.
 - 7) **Release Time**
 - a. The Board shall release, without loss of pay, an Association Representative(s) and/or designee(s) designated by the Association President and permit him/her/them to visit any work station for the purposes of meeting with newly hired employees, to investigate working conditions, employee complaints or problems, or for any other purposes relating to terms and conditions of employment.

11. Article 12 – Other Leave - Section 9 – Personal Business Days:

Amend Section 9, as follows:

- "...pre-scheduling one-half (1/2) personal business day is permissible."
- **Delete the Reasons List #1-6 in its entirety.**

12. Article 19 – Miscellaneous – Section 4:

Amend Section 4, Longevity Pay Chart, as follows:

Years of Service – **5yrs - \$450**
10yrs - \$650
15yrs - \$850
20yrs - \$1050
25yrs - \$1200
30yrs - \$1200
35yrs - \$1200

13. All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.

14. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.

15. All other terms and conditions not contained herein shall remain status quo.

16. All other proposals are hereby withdrawn by both parties.

Date: December 12, 2023

Jersey City Board of Ed.

Sam A. Lachryfel
Robert J. Lachryfel, Esq.
Michael McKelvey
[Signature]

Jersey City Educational Secr. Assn.

Forrest B. Sica
B. A. Castello
[Signature]

YEAR 1
2023-24 **ESA of Jersey City**

Salary Guide Step	School 1	School 2	School 3	School 4	Central 1	Central 2	Central 3	Central 4	Central 5	Central 6	Central 7	Central 8	Central 9	Central 10
New 1	35,725	38,725	40,725	42,725	40,795	42,295	43,545	44,795	47,795	51,295	55,795	59,045	63,045	73,295
New 2	37,725	39,725	40,975	43,975	42,795	44,295	45,545	46,795	49,795	53,295	57,795	61,045	65,045	75,295
New 3	38,975	40,725	42,725	45,225	44,795	46,295	47,545	48,795	51,795	55,295	59,795	63,045	67,045	77,295
New 4	39,725	41,725	44,475	46,975	46,795	48,295	49,545	50,795	53,795	57,295	61,795	65,045	69,045	79,295
New 5	40,725	42,725	46,225	48,975	48,795	50,295	51,545	52,795	55,795	59,295	63,795	67,045	71,045	81,295
New 6	41,725	43,975	48,225	50,975	50,795	52,295	53,545	54,795	57,795	61,295	65,795	69,045	73,045	83,295
New 7	42,725	45,225	50,225	53,225	52,795	54,295	55,545	56,795	59,795	63,295	67,795	71,045	75,045	85,295
New 8	43,725	46,475	52,475	55,475	54,795	56,295	57,545	58,795	61,795	65,295	69,795	73,045	77,045	87,295
New 9	45,225	48,725	54,725	58,225	56,795	58,295	59,545	60,795	63,795	67,295	71,795	75,045	79,045	89,295
New 10	46,725	50,225	56,975	60,725	58,795	60,295	61,545	62,795	65,795	69,295	73,795	77,045	81,045	91,295
New 11	51,725	54,475	59,475	63,475	60,795	62,295	63,545	64,795	67,795	71,295	75,795	79,045	83,045	93,295
New 12	52,975	55,975	61,975	66,475	62,795	64,295	65,545	66,795	69,795	73,295	77,795	81,045	85,045	95,295
New 13	54,225	57,475	64,725	69,475	64,795	66,295	67,545	68,795	71,795	75,295	79,795	83,045	87,045	97,295
OG1	68,725	71,725	73,725	78,725	70,295	73,795	73,795	83,295	84,045	85,145	87,795	95,370	106,350	102,295
OG2	-	71,000	73,000	-	-	73,000	75,545	-	86,295	88,295	-	-	103,530	-
OG3	67,760	-	-	-	-	-	77,295	-	83,250	-	-	-	105,530	-
OG4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG7	-	-	-	-	-	-	74,750	-	-	-	-	-	-	-
OG8	-	-	-	-	-	-	76,250	-	-	-	-	-	-	-

All employees move one step on the salary guide except as noted below

No employees move to OG steps during the life of the agreement except as otherwise noted in the MOA and movement charts

Employees on OG steps remain on those same OG steps for the life of the agreement (ex. No employees move from OG1 to OG2)

YEAR 2
2024-25 **ESA of Jersey City**

Salary Guide	School 1	School 2	School 3	School 4	Central 1	Central 2	Central 3	Central 4	Central 5	Central 6	Central 7	Central 8	Central 9	Central 10
Step														
1	36,862	38,862	40,862	42,862	42,509	44,009	45,259	46,509	49,509	53,009	57,509	60,759	64,759	75,009
2	37,862	39,862	41,112	44,112	44,509	46,009	47,259	48,509	51,509	55,009	59,509	62,759	66,759	77,009
3	39,362	40,862	42,862	45,362	46,509	48,009	49,259	50,509	53,509	57,009	61,509	64,759	68,759	79,009
4	40,862	41,862	44,612	47,112	48,509	50,009	51,259	52,509	55,509	59,009	63,509	66,759	70,759	81,009
5	42,362	42,862	46,362	49,112	50,509	52,009	53,259	54,509	57,509	61,009	65,509	68,759	72,759	83,009
6	43,862	44,112	48,362	51,112	52,509	54,009	55,259	56,509	59,509	63,009	67,509	70,759	74,759	85,009
7	45,362	45,362	50,362	53,362	54,509	56,009	57,259	58,509	61,509	65,009	69,509	72,759	76,759	87,009
8	46,862	46,612	52,612	55,612	56,509	58,009	59,259	60,509	63,509	67,009	71,509	74,759	78,759	89,009
9	48,362	48,862	54,862	58,362	58,509	60,009	61,259	62,509	65,509	69,009	73,509	76,759	80,759	91,009
10	49,862	50,362	57,112	60,862	60,509	62,009	63,259	64,509	67,509	71,009	75,509	78,759	82,759	93,009
11	51,362	54,612	59,612	63,612	62,509	64,009	65,259	66,509	69,509	73,009	77,509	80,759	84,759	95,009
12	52,862	56,112	62,112	66,612	64,509	66,009	67,259	68,509	71,509	75,009	79,509	82,759	86,759	97,009
13	54,362	57,612	64,862	69,612	66,509	68,009	69,259	70,509	73,509	77,009	81,509	84,759	88,759	99,009
OG1	70,362	73,362	75,362	80,362	72,009	75,509	75,509	75,509	85,759	86,859	89,509	97,084	108,064	104,009
OG2	-	72,500	74,500	-	-	74,500	77,259	75,725	88,009	-	-	-	105,030	-
OG3	69,250	-	-	-	69,000	-	79,009	-	-	-	-	-	107,030	-
OG4	66,000	-	-	-	67,500	-	72,750	-	-	-	-	-	-	-
OG5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG7	-	-	-	-	-	-	76,250	-	-	-	-	-	-	-
OG8	-	-	-	-	-	-	77,750	-	-	-	-	-	-	-

All employees move one step on the salary guide except as noted below
No employees move to OG steps during the life of the agreement except as otherwise noted in the MOA and movement charts
Employees on OG steps remain on those same OG steps for the life of the agreement (ex. No employees move from OG1 to OG2)

YEAR 3
2025-26 **ESA of Jersey City**

Salary Guide Step	School 1	School 2	School 3	School 4	Central 1	Central 2	Central 3	Central 4	Central 5	Central 6	Central 7	Central 8	Central 9	Central 10
1	37,984	39,984	41,984	43,984	44,380	45,880	47,130	48,380	51,380	54,880	59,380	62,630	66,630	76,880
2	38,984	40,984	42,234	45,234	46,380	47,880	49,130	50,380	53,380	56,880	61,380	64,630	68,630	78,880
3	40,484	41,984	43,984	46,484	48,380	49,880	51,130	52,380	55,380	58,880	63,380	66,630	70,630	80,880
4	41,984	42,984	45,734	48,234	50,380	51,880	53,130	54,380	57,380	60,880	65,380	68,630	72,630	82,880
5	43,484	43,984	47,484	50,234	52,380	53,880	55,130	56,380	59,380	62,880	67,380	70,630	74,630	84,880
6	44,984	45,234	49,484	52,234	54,380	55,880	57,130	58,380	61,380	64,880	69,380	72,630	76,630	86,880
7	46,484	46,484	51,484	54,484	56,380	57,880	59,130	60,380	63,380	66,880	71,380	74,630	78,630	88,880
8	47,984	47,734	53,734	56,734	58,380	59,880	61,130	62,380	65,380	68,880	73,380	76,630	80,630	90,880
9	49,484	49,984	55,984	59,484	60,380	61,880	63,130	64,380	67,380	70,880	75,380	78,630	82,630	92,880
10	50,984	51,484	58,234	61,984	62,380	63,880	65,130	66,380	69,380	72,880	77,380	80,630	84,630	94,880
11	52,484	55,734	60,734	64,734	64,380	65,880	67,130	68,380	71,380	74,880	79,380	82,630	86,630	96,880
12	53,984	57,234	63,234	67,734	66,380	67,880	69,130	70,380	73,380	76,880	81,380	84,630	88,630	98,880
13	55,484	58,734	65,984	70,734	68,380	69,880	71,130	72,380	75,380	78,880	83,380	86,630	90,630	100,880
OG1	71,484	74,484	76,484	81,484	73,880	77,380	77,380	86,880	87,630	88,730	91,380	98,955	109,935	105,880
OG2	66,000	74,000	76,000	75,650	-	76,000	79,130	77,596	89,880	91,880	92,880	-	106,530	-
OG3	70,750	-	-	-	70,500	-	80,880	-	86,250	-	-	-	108,530	-
OG4	67,500	-	-	-	67,500	-	74,621	-	-	-	-	-	-	-
OG5	-	-	-	-	-	-	72,750	-	-	-	-	-	-	-
OG6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OG7	-	-	-	-	-	-	77,750	-	-	-	-	-	-	-
OG8	-	-	-	-	-	-	79,250	-	-	-	-	-	-	-

All employees move one step on the salary guide except as noted below

No employees move to OG steps during the life of the agreement except as otherwise noted in the MOA and movement charts

Employees on OG steps remain on those same OG steps for the life of the agreement (ex. No employees move from OG1 to OG2)

YEAR 4
2026-27 **ESA of Jersey City**

Salary Guide Step	School 1	School 2	School 3	School 4	Central 1	Central 2	Central 3	Central 4	Central 5	Central 6	Central 7	Central 8	Central 9	Central 10
2	40,323	42,323	43,573	46,573	48,128	49,628	50,878	52,128	55,128	58,628	63,128	66,378	70,378	80,628
3	41,823	43,323	45,323	47,823	50,128	51,628	52,878	54,128	57,128	60,628	65,128	68,378	72,378	82,628
4	43,323	44,323	47,073	49,573	52,128	53,628	54,878	56,128	59,128	62,628	67,128	70,378	74,378	84,628
5	44,823	45,323	48,823	51,573	54,128	55,628	56,878	58,128	61,128	64,628	69,128	72,378	76,378	86,628
6	46,323	46,573	50,823	53,573	56,128	57,628	58,878	60,128	63,128	66,628	71,128	74,378	78,378	88,628
7	47,823	47,823	52,823	55,823	58,128	59,628	60,878	62,128	65,128	68,628	73,128	76,378	80,378	90,628
8	49,323	49,073	55,073	58,073	60,128	61,628	62,878	64,128	67,128	70,628	75,128	78,378	82,378	92,628
9	50,823	51,323	57,323	60,823	62,128	63,628	64,878	66,128	69,128	72,628	77,128	80,378	84,378	94,628
10	52,323	52,823	59,573	63,323	64,128	65,628	66,878	68,128	71,128	74,628	79,128	82,378	86,378	96,628
11	53,823	57,073	62,073	66,073	66,128	67,628	68,878	70,128	73,128	76,628	81,128	84,378	88,378	98,628
12	55,323	58,573	64,573	69,073	68,128	69,628	70,878	72,128	75,128	78,628	83,128	86,378	90,378	100,628
13	56,823	60,073	67,323	72,073	70,128	71,628	72,878	74,128	77,128	80,628	85,128	88,378	92,378	102,628
OG1	72,823	75,823	77,823	82,823	75,628	79,128	79,128	88,628	89,378	90,478	93,128	100,703	111,683	107,628
OG2	67,339	75,500	77,500	77,150	75,750	77,500	80,878	79,344	91,628	93,628	94,628	92,750	103,750	99,500
OG3	72,250	-	-	-	72,000	-	82,628	77,150	-	-	-	-	108,030	-
OG4	69,000	-	-	-	69,000	-	76,369	-	-	-	-	-	110,030	-
OG5	-	-	-	-	-	-	74,498	-	-	-	-	-	-	-
OG6	-	-	-	-	-	-	72,750	-	-	-	-	-	-	-
OG7	-	-	-	-	-	-	79,250	-	-	-	-	-	-	-
OG8	-	-	-	-	-	-	80,750	-	-	-	-	-	-	-

All employees move one step on the salary guide except as noted below
No employees move to OG steps during the life of the agreement except as otherwise noted in the MOA and movement charts
Employees on OG steps remain on those same OG steps for the life of the agreement (ex. No employees move from OG1 to OG2)

*Step 1 is removed from all columns in Year 4