

CONTRACT AGREEMENT

between

the JERSEY CITY SCHOOL DISTRICT

-and-

**the NON-CERTIFIED ADMINISTRATORS AND
SUPERVISORS ASSOCIATION**

covering the period

July 1, 2019

To

June 30, 2023

ARTICLE ONE
RECOGNITION

A. The District hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel in the titles set forth in section "B".

B. Job Titles

Assistant Coordinator of School Transportation Services
Assistant Purchasing Agent
Assistant Supervisor Motor Pool
Building Maintenance Inspector
Chief Clerk
Chief of Administrative Services
Chief Security Guard
Coordinator of School Transportation Services
Claims Examiner Workers' Compensation/Graduate Nurse
Employee Benefits Specialist
Executive Director Cafeterias
Maintenance Supervisor
Management Information Systems Specialist
Occupational Health Nurse
Payroll Supervisor
Purchasing Agent
Real Estate Manager
Security Director
Senior Program Monitor
Senior Training Technician
Senior Transportation Inspector
Supervising Accountant
Supervisor of Food Service
Supervisor Transportation & Vehicle
Systems Analyst
Training Officer



C. All other individuals employed by the Board not specifically enumerated in section "B" are excluded from the bargaining unit.

ARTICLE TWO
SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the requirements of Chapter 123, Public Laws of 1974.

ARTICLE THREE
DISTRICT RIGHTS AND RESPONSIBILITIES

A. The District, on its own behalf of the citizens of the City of Jersey City, Hudson County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the forgoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution, the laws of New Jersey and of the United States and the Public Employment Relations Commission.

C. Nothing contained herein shall be construed to deny and restrict the District of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, District, or local laws or regulations as they pertain to education.

ARTICLE FOUR
INDIVIDUAL GRIEVANCE PROCEDURE

A. **PURPOSE:**

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

B.

Definition:

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.

PROCEDURE:

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

D. 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.

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

STEP 1A: 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.

F. 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) work 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.

G. 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) work 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.

H. 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) work days after the disposition of the grievance at STEP III.

I. The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issues(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. In addition, 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.

J. 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.

K. If the Association grievance evaluation team finds a grievance without merit, the employee will retain all rights and remedies available under contract and law.

L. Should circumstances necessitate hearings or discussion of a grievance during work 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.

M. In the even no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

N. Time limits shall only be extended upon mutual agreement and must be memorialized in writing.

O. 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.

P. 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 department, the grievance will start at Step II.

Q. No meetings or hearings under this procedure shall be conducted in public unless requested by the employee and shall include only such parties in interest and their designated or selected representatives.

AdC

ARTICLE FIVE PROMOTIONS

A. The administrative and supervisory positions covered by the Agreement shall be filled pursuant to this Article.

B.

1. Vacancies to be filled shall be adequately publicized in all schools within ten (10) school days after an opening occurs.
2. All publicity and notices of such vacancies shall clearly set forth qualifications for and the duties of the position.
3. Vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, physical handicap or marital status.
4. Any employee working in a position which calls for a higher rate of pay than the affected employee's title, shall receive such higher rate of pay during his/her tour of duty in the higher paying position provided he/she works in such higher position at the direction of the School Business Administrator or his/her designee for at least five (5) consecutive working days, excluding weekends or holidays, and in that event he/she shall receive the high rate of pay retroactively to the first day. In each such case, the temporary transfer is subject to the applicable regulations of the New Jersey Department of Personnel.

ARTICLE SIX ADMINISTRATIVE POSITIONS STRUCTURE

A. The Association shares, along with the Superintendent, significant responsibility for the mutual professional improvement of the Jersey City Public Schools. Therefore, in order to insure and maintain satisfactory channels of communication between the Association and the Superintendent as a necessary requisite to fulfilling the above responsibility and inasmuch as decisions affecting the creation, change or abolishment of administrative positions and structure may relate to the provisions of this contract, it shall be the responsibility of the Superintendent together with the Association to communicate decisions concerning the creation, change or abolishment of any administrative position, as defined by criteria for inclusion in the bargaining unit including those administrative positions designated as "acting".

B. It shall be the responsibility of the Superintendent to communicate to the Association before implementing a new administrative structure at either the District or Building level.

ARTICLE SEVEN MEETINGS WITH THE SUPERINTENDENT

Meetings between the Superintendent and/or his/her representative and the President and/or his/her representative of the Association shall be held at the request of either party upon reasonable notice to discuss areas of concern.

ARTICLE EIGHT
TRAVEL REIMBURSEMENT

A. Administrators will be reimbursed for those expenses which have received prior approval. Before payment is authorized, an appropriate voucher must be submitted. Only those expenses allowable under N.J.A.C. 6A:23A-1 et seq. shall be reimbursed.

B. All unit members who are required to travel to more than one (1) school building on any one (1) day shall be paid in accordance with N.J.A.C. 6A:23A-7.1 for the actual mileage between the two (2) buildings. This does not apply to travel to workshops or meetings in the District. Reimbursement shall be in the form of one (1) check at the end of the school year.

ARTICLE NINE
WORK DAY

The work day shall be eight (8) hours exclusive of lunch. Employees' schedules shall be established by the respective supervisor after consultation with the employee. Bargaining unit members employed as Maintenance Supervisors shall be given work schedules on a quarterly basis. In case of emergencies or staffing shortages, the Board reserves the right to make changes in the schedule.

ARTICLE TEN
ATTENDANCE INCENTIVE PLAN

Any employee who has no absences from July 1st to June 30th shall receive a \$700 bonus. The bonus will be split into two parts, \$350 each semester for employees who achieve perfect attendance during the semester. The first semester is July 1st to 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 ELEVEN
SICK DAYS

A. An employee absent because of personal illness shall suffer no loss of pay for:

1. one working day for each month of service during the remainder of the first fiscal year of service following assignment; and
2. fifteen (15) working days in every fiscal year thereafter.

B. Administrative & Supervisory personnel who were hired prior to July 1, 2015 shall have the option of trading in one-half (1/2) of the sick days that they have accumulated at a rate equal to one-half (1/2) of a substitute's pay. Those employees hired after July 1, 2015 shall not be eligible for these days.

C. No more than fifteen (15) sick days may be accumulated each school year.

D. At the time of retirement, each individual hired prior to July 1, 2015 shall be credited with one (1) additional day in the sick leave bank. Those employees hired after July 1, 2015 shall not be eligible for these days. Employees hired after May 21, 2010, shall be paid for accumulated unused sick leave in an amount not to exceed \$15,000 upon retirement. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement.

E. Three (3) of the non-statutory sick days may be utilized as family illness days to attend to the illness of a family member. *new sent for Jan*

ARTICLE TWELVE SICK LEAVE

The procedure to be followed for illness requiring a leave of absence is as follows:

A. Employees who are absent five (5) consecutive 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 Human Resource's Department, 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 the five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

ARTICLE THIRTEEN OTHER LEAVE

A. 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.

B. ABSENCE FOR DEATH OF RELATIVE: In the 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: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), son-in-law, daughter-in-law.

C. LEAVE FOR MATERNITY

1. Any employee 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 reviewed 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 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.

2. 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.

3. Upon request, an additional leave of six (6) months may be granted for childcare with the approval of the Civil Service Commission.

4. Any 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.

D. 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 Department 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.

E. LEAVE OF ABSENCE FOR MILITARY SERVICE: 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 workdays shall be without pay, but without loss of time.

1. 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.

2. 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.

3. 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.

ARTICLE FOURTEEN **PERSONAL BUSINESS DAYS**

A. Upon three (3) days prior notification, two (2) personal business days may be taken per year without loss of pay contingent upon the prior approval of the immediate supervisor. Unused personal business days shall be transferred to the employee's sick leave bank at the end of the school year.

B. Personal emergency — three (3) day notification waived.

C. Except in the cases of personal emergency, personal business days may not be taken on:

1. the first or last week of the school year;
2. the day before or after a school holiday;
3. the day prior to or immediately following a vacation period within the school year.

ARTICLE FIFTEEN
TERMINAL LEAVE

Employees covered under this Agreement that were hired prior to July 1, 2015 shall be entitled to two (2) terminal leave days pay for each year of service. Those employees hired after July 1, 2015 shall not be eligible for these days.

ARTICLE SIXTEEN
CONSULTATION WITH ASSOCIATION

- A. The Association will be consulted in the development of all major or significant administrative policies and procedures that effect unit membership.
- B. A committee consisting of representatives of the Association and the Superintendent's Office will be established to review staff patterns at the request of either party.

ARTICLE SEVENTEEN
HOLIDAYS

- A. 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. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

- B. The District shall follow the current practice of credit days when the District is closed if any employee works on said day.

ARTICLE EIGHTEEN
LONGEVITY

A. Longevity shall be paid cumulatively as follows for those individuals hired prior to July 1, 2000:

Upon completion of five (5) years of service	\$300	500
Upon completion of ten (10) years of service	\$600	750
Upon completion of fifteen (15) years of service	\$900	1,000
Upon completion of twenty (20) years of service	\$1,200	1,250
Upon completion of twenty-five (25) years of service	\$1,500	1,500
Upon completion of thirty (30) years of service	\$1,800	1,750
Upon completion of thirty-five (35) years of service	\$2,100	2,000
Upon completion of forty (40) years of service	\$2,400	2,250

B. Individuals hired after July 1, 2000 shall not be entitled to the thirty-five (35) and forty (40) year longevity increases.

ARTICLE NINETEEN SALARIES

A. Salaries for individual employees shall be as set forth in the salary schedule attached hereto, which was mutually agreed upon by the parties.

B. The minimum salary for new hires/promotions in each position shall be no less than 80% of the previous title holder's salary or 110% of an internal appointee's salary whichever is greater. All promotions/hires will be reviewed thoroughly before a salary is assigned.

C. For employees obtaining a Masters' Degree in a field related to their employment, subject to the Superintendent's sole discretion and approval, a differential salary of \$2,000 shall be established. Issues related to this provision are not grievable and are not arbitrable.

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

ARTICLE TWENTY TUITION REIMBURSEMENT

\$3,000 per year shall be appropriated for tuition reimbursement.

Tuition reimbursement for graduate credits shall be paid to a maximum, per person, of one (1) three (3) credit graduate course offered at the New Jersey City University. Reimbursement is subject to approval of the Superintendent and the attainment of a B average or better.

If the total is more than District allows, reimbursement will be pro-rated. Unused portions will be applied to succeeding semester.

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 the employee attends must be a duly authorized institution of higher education as defined by statute; (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.

ARTICLE TWENTY-ONE **PROFESSIONAL DEVELOPMENT**

A bargaining unit member may request reimbursement for job-related trainings, workshops or other courses. The request must be filed in advance with the Business Administrator. The Board of Education may, at its discretion, approve or deny the request for reimbursement.

ARTICLE TWENTY-TWO **POSTING**

Notice for all positions under the auspices of the District shall be posted before applications are accepted.

ARTICLE TWENTY-THREE **HEALTH BENEFITS**

A. The District will provide Administrators with a health-care program as detailed in master policies and contract agreed upon by the District and the Association.

B. The School District shall make available health insurance coverage to bargaining unit members through the School Employees Health Benefit Plan ("SEHBP"). Beginning July 1, 2018, NJ Direct 15 shall become the base plan for all employees. Employees may buy up to NJ Direct 10 by paying the full difference of premium between NJ Direct 10 and NJ Direct 15 plans at their expense. Employees buying up to NJ Direct 10 must notify the District of their intention to do so in accordance with the plan terms. Employees buying up shall not be charged any additional Chapter 78 premium deductions on the amount of premium that exceeds the cost of the base plan. Employees shall contribute an amount established by P.L. 2011, Chapter 78 towards payment of premium. The obligation of employees to contribute towards their medical insurance cost shall be effective upon their employment with the Board.

Should P.L. 2011, Chapter 78 be repealed or sunset during the terms of this Agreement, the Association will agree to comport with current statute Deduction percentages for employees shall be frozen at the August 31, 2017 rates through June 30, 2018. Thereafter, beginning July 1, 2018, employees will pay the deduction percentages under the current statute.

Effective July 1, 2019, all eligible association members will contribute towards health insurance according to the following chart, in replacement of P.L. 2011, Chapter 78:

- Single: 3% of salary
- Parent/Child(ren): 4% of salary
- Two adults: 4% of salary
- Family: 5% of salary

Stipends shall be paid twice. The period covering July 1st through December 31 shall be paid on or about December 16th. The period covering January 1st through June 30th shall be paid on or about June 16th. Employees enrolled in the medical plan for only a portion of the time period listed shall have their stipends prorated accordingly. Employees not enrolled in the medical plan shall not be eligible for the stipends listed above. The stipends listed above shall be discontinued on June 30, 2019. All reviews regarding the cost outs of medical changes shall be completed by March 29, 2018.

Effective July 1, 2019, all price points on medical will increase by \$5.00.

C. Effective July 1, 2019, the prescription drug benefit will have copayments of:

<u>30 day supply</u>	<u>90 Day Mail Order</u>
\$15 generic	\$20 generic
\$20 preferred name brand	\$30 preferred name brand
\$35 non-preferred name brand	\$60 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.

D. Optical Plan: A family optical plan will be provided.

E. Flex Spending Plan: A Flex Spending plan will be available.

F. If the employee experiences a change in life status, the employee can return to the insurance plan provided by the Jersey City Public Schools on the first day of the month after the employee informs the administration of the change in status.

ARTICLE TWENTY-FOUR LIFE INSURANCE

The School District shall provide each employee 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 canceled. The premium for the post-retirement life insurance in the amount of \$1,000 shall be borne by the retiree.

ARTICLE TWENTY-FIVE
SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be affected thereby and shall be null and void and all other terms not affected thereby shall continue in full force and effect.

ARTICLE TWENTY-SIX
FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues for the term of this Agreement. During the term of this Agreement neither party will be required to negotiate with respect to any such matter.

ARTICLE TWENTY-SEVEN
DURATION

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.

ARTICLE TWENTY-EIGHT
VACATIONS

A. The vacation schedule for those employees hired after July 1, 2000, shall be as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
Less than one 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 15 th year of employment	25 days

B. The vacation schedule for those employees hired before July 1, 2000, shall be as follows:

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

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

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

C. Vacation days not used in the calendar year it is received shall be used in the next succeeding year only.

D. The District shall follow the current practice of granting members one-half of the schools' vacation days (Winter Recess, Spring Recess, etc.). These credit days must be utilized during the current school year; they may not be carried over.

ARTICLE TWENTY-NINE OVERTIME/COMP TIME

A. Overtime - Employees earning \$50,000.00 or less in annual compensation (inclusive of longevity) may be eligible for overtime compensation. Such employees shall no longer be eligible for overtime once their annual compensation (inclusive of longevity) is projected to be \$60,000.00 or higher. Employees shall be eligible for overtime only with the prior approval of the immediate supervisor.

B. Comp Time — NCASA members are entitled to comp time at hour for hour rates where work site is close and work is directed by the Board. Comp time must be used within the school year it was earned. Use is subject to approval of the immediate supervisor.

C. Extra Compensation:

Effective July 2019, the following extra compensation positions will be reduced by 25%:

Commented [LK1]: The MOA does not specify which positions will be reduced.

ARTICLE THIRTY DEDUCTIONS FROM SALARY

A. The School District agrees to deduct from the salaries of the members of the bargaining unit dues for the Non-Certified Administrators and Supervisors 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 (NJS 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 Non-Certified Administrators and Supervisors Association following the monthly pay period on which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

B. 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 Non-Certified Administrators and Supervisors Association.

C. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in Jersey City, New Jersey on this _____ day of _____, 2018.

For the NON-CERTIFIED ADMINISTRATORS AND SUPERVISORS
ASSOCIATION of the Jersey City School System:

Ronald Greco – President
Jersey City Education Association

John Dillon – UniServ Field Representative
New Jersey Education Association

Wilson Fonseca – President
Non-Certified Administrators and Supervisors Association

For the JERSEY CITY SCHOOL DISTRICT

Dr. Marcia Lyles, Superintendent of Schools

Sudhan Thomas, Board President

SALARY GUIDELINES

Salary Increases (Teachers, Psychologists, Attendance Counselors and Teacher Assistants):

- Effective 7/1/2019: All members will remain on their 2018-2019 salary guide step.
- Effective 7/1/2020: All members will gain a 1.5% increase in salary.
- Effective 7/1/2021: All members will remain on their 2020-2021 salary guide step.
- Effective 7/1/2022: All members will gain a 1.5% increase in salary.

Commented [LK2]: There are 2 different MOAs for NCASA with different percentages
One says 1.5% and the other says 1.75%

Scattergram as of March, 2018

[illegible]

**JERSEY CITY BOARD OF EDUCATION
AND
JERSEY CITY NONCERTIFICATED ADMINISTRATORS AND SUPERVISORS
ASSOCIATION
2023-2027**

**MEMORANDUM OF AGREEMENT
September 12, 2023**

The Jersey City Board of Education ("Board") and the Jersey City Noncertificated Administrators and Supervisors Association ("Association") hereby agree to incorporate all terms and conditions of the Collective Bargaining Agreement that expires on June 30, 2023, into the successor Collective Bargaining Agreement except for the modifications set forth below. The parties acknowledge that these terms and conditions are subject to ratification by their respective memberships. The parties agree to recommend these terms and conditions to their respective constituents for ratification.

Term of Contract – Article 27

The term of the contract is 4 years: July 1, 2023 through June 30, 2027.

Article 1B - Recognition/Job Titles

Delete and replace with the following:

Schedule A	Director/Custodial Services Director/IT (Technology) Director/Nursing Director/Cafeterias (Food Services) Director/Security Director/Transportation Chief Auditor Construction Manager
Schedule B	Coordinator/Contracts Supervisor Accounts Payable Supervisor/Payroll Supervisor/Purchasing Health Benefits Specialist Assistant Director/Custodial Services Assist Director/Compliance Deputy Director/Cafeterias (Food Services) Senior Systems Analyst Budget Officer Qualified Purchasing Agent
Schedule C	Supervisor/Maintenance Real Estate Manager Chief Administrative Services Supervisor/Trades Central Office Nurse Insurance Manager

Supervisor/Warehouse
Assistant Budget Officer

Schedule D Supervisor/Food Services
Head Cook
Systems Analyst
Chief Security
Senior Transportation Inspector
Assistant Supervisor/Motor Pool
Environmental Specialist
Fire Prevention Specialist
Senior Management Assistant
Accountant with Bachelor's Degree

Article 4, Section I - Grievance Procedure and Discipline

Add to 4I before last sentence: "No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause."

Article 11, Section E

Delete and replace with the following: Effective July 1, 2023, members shall be entitled to use sick leave days in accordance with law and with Policy No. 1642.01, a copy of which is attached as an Appendix in this agreement.

Article 13, Section E – Leave of Absence for Military Service

Delete and replace with the following:

Field Training or Attendance at Service Schools: A member 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 member remain for a longer period than the prescribed two (2) weeks, the member 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 services schools in excess of that granted above be required in the school year, military leave without pay for each additional period shall be granted.

Leave for Extended Active Military Service: Any member 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 in accordance with law.

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.

ARTICLE 18A Longevity

Delete and replace as follows:

Upon completion of 5 years -	\$550
Upon completion of 10 years -	\$800
Upon completion of 15 years -	\$1,050
Upon completion of 20 years -	\$1,300
Upon completion of 25 years -	\$1,550
Upon completion of 30 years -	\$1,800
Upon completion of 35 years -	\$2,100
Upon completion of 40 years -	\$2,400

Article 19A – Salaries

Salaries for individual employees shall be set forth in Salary Schedules A, B, C, D (attached hereto).

Article 19B

Delete and replace with the following:

A new NCASA employee shall have the ability to negotiate with the Superintendent or designee a salary between the minimum and maximum salary per the specific salary schedule for that position. The salary shall be calculated by using the spread between the minimum and maximum and dividing by 10 to calculate the service credit, e.g., the difference between the minimum and maximum is \$30,000 divided by 10 = \$3,000 per year. A new employee with three years' experience would receive a service credit of \$9,000 added to the minimum salary within the schedule. NCASA members who either are reassigned and/or promoted shall receive a salary within the salary schedule for that position to be determined by the Superintendent or designee.

Article 19C

Replace \$2,000 with \$4,000

Article 20

Delete and replace with the following:

\$3,000 per year shall be appropriated for tuition reimbursement.

Tuition reimbursement for graduate credits shall be provided to a maximum, per employee, one to three credit graduate course offered at New Jersey City University (NJCU) and/or Rutgers

University. Reimbursement is subject to the approval of the Superintendent and the attainment of B average or better.

Article 29A – Delete in its entirety

Article 29B – Delete in its entirety.

Article 29C - Extra Compensation

NCASA members shall be entitled to extra compensation at the rate of \$45.00 per hour for work beyond the normal work day, as directed by the Director/Supervisor of the department, and approved by the Business Administrator and/or Assistant Business Administrator and/or the Superintendent and/or her designee.

Article 30B - Delete in its entirety

New Article: - Workplace Democracy Enhancement Act of 2018

- 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 Non-Certified Administrators and Supervisors Associations of the Jersey City School System (NCASA) 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 NCASA 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 NCASA 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 NCASA. When these meetings occur outside of scheduled orientation, the NCASA 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 NCASA 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 NCASA. 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 NCASA 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.
 - 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.

Additional agreements:

- Salary guides were mutually developed by the parties and are attached.
- All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.
- All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
- All other terms and conditions not contained herein shall remain status quo.
- A duplicate of this memorandum has been furnished to and received by representatives of the parties. This agreement consists of 6 pages.

FOR THE BOARD:

Jim A. Turhappes
Natalie T. Rife
Paula M. Bates
Maureen McEnroe
Robert G. Lumbert, Esq.

FOR THE ASSOCIATION:

[Signature]
John F. [Signature]
[Signature]

TO: NCASA
RE: Contract Ratification

ARTICLE 1B Recognition/Job Titles

Schedule A Salary Range \$125,000 - \$157,500

Director/Custodial Services
Director/IT (Technology)
Director/Nursing
Director/Cafeterias (Food Services)
Director/Security
Director/Transportation
Chief Auditor
Construction Management Specialist

Schedule B Salary Range \$105,000 - \$137,500

Coordinator/Contracts
Supervisor Accounts Payable
Supervisor/Payroll
Purchasing Agent
Health Benefits Specialist
Assistant Director/Custodial Services
Assist Director/Compliance
Deputy Director/Cafeterias (Food Services)
Senior Systems Analyst
Budget Officer
Qualified Purchasing Agent

Schedule C Salary Range \$90,000 - \$122,500

Supervisor/Maintenance
Real Estate Manager
Chief Administrative Services
Supervisor/Trades
Central Office Nurse
Insurance Manager
Supervisor/Warehouse
Assistant Budget Officer

Schedule D Salary Range \$72,500 - \$105,000

**Supervisor/Food Services
Head Cook
Systems Analyst
Chief Security
Senior Transportation Inspector
Assistant Supervisor/Motor Pool
Environmental Specialist
Fire Prevention Specialist
Accountant (BA Accounting)
Senior Management Assistant**

Salary increases are based on total 2022/23 scatter-gram divided by 40 members = average annual salary, add 3.75% to the average salary = dollar amount added to all NCACA members for SY2023/24. For SY2024/25 and SY2025/26 and SY2026/27, add \$3,250 to each NCACA member.