

**JERSEY CITY BOARD OF EDUCATION
AND
JERSEY CITY EDUCATION ASSOCIATION
2023-2027**

**MEMORANDUM OF AGREEMENT
May 9, 2023**

The Jersey City Board of Education ("Board") and the Jersey City Education 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.

1. Term of Contract

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

2. Salary Increase:

**SCHEDULE A
SCHEDULE B**

Teachers, Attendance Counselors, Teacher Assistants
School Psychologists, Speech Therapists, School Social Workers
Learning Disability Teacher-Consultants

Effective July 1, 2023

All members will be placed on the appropriate step of their respective salary guide. Advanced degree/credits will receive \$4,000 additional for MA; \$8,000 additional for MA+32; and \$12,000 for DOC. Any members who become eligible for Longevity payments shall be paid the prevailing rate. Longevity payments shall continue for those currently eligible.

Effective July 1, 2024

All members will move one-step on the salary guide. Any members who become eligible for Longevity payments shall be paid the prevailing rate. Longevity payments shall continue for those currently eligible.

Effective July 1, 2025

All members will move one-step on the salary guide. Any members who become eligible for Longevity payments shall be paid the prevailing rate. Longevity payments shall continue for those currently eligible.

Effective July 1, 2026

All members will move one-step on the salary guide. Any members who become eligible for Longevity payments shall be paid the prevailing rate. Longevity payments shall continue for those currently eligible.

Salary increases shall be inclusive of increment and shall be as set forth in the attached salary guides:

2023-2024	2024-2025
2025-2026	2026-2027

3. Article 6 Teacher Rights

6-1 Change font to Bold.

4. Article 14 – Teacher Meetings

14-2 Revise the first sentence as follows: All staff may have eight (8) after school faculty meetings, inclusive of professional development, per school year.

5. Article 19 – Teaching Conditions

19-1 Preparation Periods

Delete the first sentence in the second paragraph and replace with “Teacher assistants shall have a 45 minute preparation period.

19-1.1 (a) through (d) Revise \$28 to \$45

19-1.1 (b) Revise \$14.00 to \$22.50

19-1.1e Revise \$28 to \$45

19-1.2 Revise September 15th to “the first day of school”

19-1.2 Revise \$28 to \$45

19-2.2 Revise annual stipend from \$6500 to \$10,000

19-5.3 Revise \$30 to \$45

19-6 Revise 30-minute duty free lunch to 45-minute duty free lunch and Revise \$30 to \$45

6. Article 21 – Number of Days and Hours of Employment

21-1 Teaching Year

Revise to the following:

Teachers shall be required to work one hundred eighty-three (183) days. The teacher year includes one (1) orientation day, a portion of which shall be utilized for Professional Development and one (1) day when no students are in attendance. Two and a half (2.5) hours on each of the first two days of school will be designated for classroom preparation.

One (1) school day of the school year shall be a one-session day for students. On that day, after the one-session day for students and a forty-five (45) minute duty free lunch period, two and one half (2 ½) hours shall be utilized for Professional Development. One (1) day in October when students are not in attendance shall also be used for professional development.

All new teachers shall be required to work one hundred eighty-five (185) days. The teaching year includes one (1) orientation day, a portion of which shall be utilized for Professional Development and one (1) day when students are not in attendance.

In the last paragraph of this article, deleted "State Continuing Education Program" and replace with Professional Development.

7. Article 24 – Summer Hours

For summer hours, change the rate from \$30 to \$45

Athletic Trainers: Delete the entire section and replace as follows:

Annual stipend –The annual salary of athletic trainers shall be increased by 9% of Step 1 of the BA guide in each year of the contract. This stipend is part of the Athletic Trainers' salary, is pensionable, and will be paid in monthly installments throughout the school year. Athletic trainers will work the same calendar schedule as set forth by the New Jersey State Interscholastic Athletic Association (NJSIAA).

8. Article 30 Accumulated Sick Leave Incentive Plan

30-2 Revise as follows: A teacher who has at least three (3) years of service within the Jersey City School District shall have the option of trading in one-half (1/2) of the sick days that she/she has accumulated in Jersey City after September 1, 1972 at a rate of \$50 per day.

9. Article 34 - Leave for Personal Business

34-2.1 Delete the last sentence and replace with: Employees may preschedule a half day or a full day for personal business.

10. Article 42 Miscellaneous

42-3 Revise as follows: The Association agrees that teachers will, if requested, meet with parents during the evening inclusive of the traditional open-house practice. *These meetings may take place virtually. None of these three (3) evening meetings shall be conducted in December, January, or February. The two evening report card nights in November and April shall be conducted virtually from the teacher's home.*

42-6 Delete in its entirety.

42-7 Revise as follows: Lunch duty and fifths, as agreed to by the District and the Association, shall be paid in their regular paycheck.

11. Article 43 – Duration

43-1 Change the dates to July 1, 2023 and June 30, 2027.

12. SCHEDULE E

Revise as follows:

Position	2023-2027
Teacher	\$45.00 per hour
Head Teacher	\$47.00 per hour

Home Instruction	\$51.00 per hour
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13. SCHEDULE G - Prior Service on the Guide

Delete the first paragraph and replace as follows: Credit on the salary guide for prior service will be given to new teachers for years of accredited/certified public school teaching experience on a year-for-year basis up to the step prior to the last step on the salary guide. (The remainder of this schedule remains the same.)

14. SCHEDULE H – LONGEVITY

In recognition of service in the Jersey City School District, longevity payments shall be made, upon completion of the following years of service:

Years of Service	2023-2027
16	\$1,500
20	\$2,000
25	\$2,200
30	\$2,600
35	\$2,000
40	\$2,000
45	\$2,000

This payment shall be cumulative and is in addition to the scheduled salary guide and shall be considered to be part of teacher's total salary.

15. SCHEDULE I - STIPENDS

Revise as follows:

Speech Language Specialists, Learning Disability Teacher-Consultants, and School Social Workers shall no longer receive stipends and instead will be placed on the Psychologist Salary Guide, effective July 1, 2023.

New stipends:

Anti-Bullying Specialist - \$1,000

Crisis Intervention Teachers - \$1,000

Anti-Bullying Specialist	\$1,000
Crisis Intervention Teacher	\$1,000
Lip Reading	\$1,500
Reading Specialist	\$1,500
Student Personnel Services	\$2,000
Teacher of the Deaf	\$1,500
Teacher of Sight Conservation	\$1,500

16. NEW ARTICLES

- a) Teachers who were replacement teachers for at least one full school year will receive one year of credit on the salary guide when they are hired as full-time teachers.
- b) Add Article - All bargaining unit members will use a card swiping system for entry into schools and departments every day. During the first year of implementation of this system, members will not be docked pay for being late to work. Commencing with the second year of implementation, members may be docked one-half (1/2) day of pay upon arriving late a 7th time in each semester of school. It is agreed that, before an employee is docked for being late, the school administrator will meet with the employee.
- c) Add Article – Workplace Democracy Enhancement Act of 2018

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 Jersey City Education Association (JCEA) 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 JCEA 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 JCEA 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 JCEA. When these meetings occur outside of scheduled orientation, the JCEA 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 JCEA 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 JCEA. 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 JCEA 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.

17. Salary guides shall be developed mutually by the parties and signed off prior to ratification of the new agreement.

18. All other proposals not incorporated herein shall be deemed withdrawn by the party who submitted such proposal.

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

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

21. 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:

Crisma Fernandez
James A. Tschoppel
Agustine
Natalie Trifiro
Rick J. Kunkin
Margan McKenzie

FOR THE ASSOCIATION:

Ronald Drew
Rogier
Flora Reed
Quilley
B. Grant Simmons
Charles Bini
Bob Cecher