

AGREEMENT  
BETWEEN  
THE MERCHANTVILLE EDUCATION ASSOCIATION  
AND  
THE MERCHANTVILLE BOARD OF EDUCATION  
**July 1, 2017, through June 30, 2020**

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## PREAMBLE

This Agreement is effective from the **1st day of July, 2017, through June 30, 2020**, between the Board of Education of the Borough of Merchantville, Camden County, New Jersey, hereinafter called the "Board" and the Merchantville Education Association, hereinafter called the "Association".

## ARTICLE 1 RECOGNITION OF NEGOTIATION UNIT

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following full and part-time certified and non-certified personnel as listed below:

Teachers (Including School Nurse)  
Instructional Aides  
Secretaries (Excluding the secretary to the Chief School Administrator and all Board office staff)  
Non-Instructional Aides  
Maintenance Personnel  
General Maintenance

All administrative and supervisory staff as well as per diem personnel to include substitute teachers are excluded. In the event a substitute teacher would be engaged by the District for a consecutive number of days as prescribed by New Jersey regulations so as to allow that teacher to be excludable from this exclusion, then that teacher, after complying with all other requirements for coverage, would be eligible for coverage under this agreement.

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include male and female.

C. FULL-TIME AND PART-TIME EMPLOYEES

1. For employees hired prior to 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of twenty (20) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than twenty (20) hours per week.
2. For employees hired after 1 July 1999, the term "full-time employee" shall refer to those regularly and presently employed persons working a minimum of either (if salaried) sixty-five percent (65%) of Full Time Equivalent, as

calculated for pay purposes, or (if hourly) thirty (30) hours per week. The term "part-time employee" shall refer to those regularly and presently employed persons working less than these criteria.

- D. Part time teachers shall have their salaries calculated on a pro rata basis. Prior to the first "teacher's day" of each school year, the Chief School Administrator shall present to each such employee a Board-approved weekly schedule, which shall clearly indicate reporting and departure times for each weekday. This schedule shall include a calculation of the total hours during which the employee is required to be present, including lunches and preparation periods. A copy of this schedule, signed by the employee and the Chief School Administrator, shall be returned to the Business Office prior to the first teacher's day of each school year, and shall be considered an attachment to the employee's annual contract.
- E. If the District ever restores in-house custodial employees, the Board recognizes the right of the Association to represent those positions within this unit.

**ARTICLE 2**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. Any Agreement so negotiated shall apply to all employees, shall be reduced to writing and upon approval by the Board of Education and ratification by Merchantville Education Association, and shall be signed by both parties.

**ARTICLE 3**  
**ASSOCIATION PRIVILEGES**

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal work hours he/she shall suffer no loss in pay.
- B. The Association or its representative shall have the right to conduct Association business provided such action does not interfere with the normal operation of the school, the duty of any employee, or the instructional program.
- C. The Association shall be permitted the continual use of an air-conditioned faculty lounge for its personnel. Although Association members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
- D. The Association shall be permitted to conduct Association meetings in a room provided by the administration subject to availability, however, no meeting shall be held prior to 3:30 p.m., and no staff member shall be permitted to attend any meeting until the end of his/her respective workday. Secretaries shall be allowed

to attend a maximum of one (1) Association meeting per month prior to the end of the work day, provided that the Chief School Administrator is given at least forty-eight (48) hours' notice of the meeting and further provided that the unworked time is reduced from the lunch period on the day of the meeting.

## ARTICLE 4 WORKING CONDITIONS

### A. TEACHERS

1. The working day for full time teachers shall be seven and one half (7.5) hours, with the exception of Fridays where it shall be seven (7.0) hours; total thirty-seven (37) hours. The standard working hours for full time teachers will be from 8:00 a.m. to 3:30 p.m. Upon mutual agreement between teacher and Chief School Administrator, whose decision in such matters is final and not appealable to the Board of Education, an individual full time teacher's work day of seven and one half (7.5) hours or seven (7.0) hours may be scheduled at a time other than the standard working hours. Full and part time teachers may be required, upon request of the administration, to perform duties in accordance with their job description during time which is not specifically reserved for designated purposes such as instructional time, lunch period, and preparation periods.

Pre-student time and the post-student time duty-free for teachers.

Effective September 1, 2015, the District shall provide substitutes for all teachers five (5) times a year for two (2) consecutive teaching periods each time to collaborate. A special education teacher assigned to a grade level shall be provided a substitute each time that grade level meets under the preceding sentence.

2. Each full time teacher shall be entitled to five (5) duty-free periods per week for planning and preparation. Said period shall be equivalent to the current standard instructional period, but no less than forty (40) minutes in length except in the case of half days.

Part-time teachers shall receive a prorated amount of preparation time on the days they work proportionate to their total teaching periods within a cycle. Said time may be added onto pre-student and/or post-student time and may be divided into no more than two (2) reasonably divided periods of time during the day.

3. A duty free lunch period of not less than forty-five (45) minutes shall be provided to all full time teachers each weekday. Teachers wishing to leave the building during this scheduled duty-free lunch period shall sign out and in at the building office.

4. Full and part time PM teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall end by 4:15 p.m. The notice for any meeting shall be given to the teacher(s) involved at least one (1) week prior to the meeting, except in an emergency. The number of meetings involving the total faculty shall be limited to 15 per year, with no more than two (2) per month, except for an emergency or special circumstances requiring an additional meeting or meetings. Part-time AM teachers who are not required to attend faculty meetings are required to contact the Principal to be informed of matters relevant to their responsibilities that will be or has been discussed at faculty meeting she/he did not attend.
5. In the event of absence, or in case of extreme emergency, when a full or part time teacher may be called away from class and no substitute can be secured, the classes of said teacher may be covered by faculty members in the manner set forth below:
  - a. An administrator may assign a full or part time teacher to aid in such an emergency by relieving him from a non-teaching period. The faculty members involved shall be notified as soon as possible.
  - b. The teacher so designated will be compensated at the rate of \$40 per period when such designation shall consume any part of the minimum periods allowed per week for planning and preparation.
  - c. At the time of said assignment, if any compensation is involved, the teacher will present a timesheet from the Board office to be signed and returned to the Chief School Administrator for payment after the duty has been completed.
6. No full or part time teacher can be required to teach more than four (4) periods without a break, except in the event of an emergency.
7. School Calendar
  - a. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-eight (188) days.
  - b. In the event that in-service day(s) are scheduled prior to the start of the student school year, teachers will be provided three (3) consecutive hours during one (1) of the scheduled in-service days for classroom preparation. No mandatory meetings shall be scheduled during that time, unless mutually agreed by the parties.
  - c. A half day in-service day during the student school year will be designated on the school calendar for teachers to address professional responsibilities. No mandatory meetings shall be

scheduled during that time unless mutually agreed by the parties.

- d. A committee of teachers may make suggestions to the Chief School Administrator by March 1st of the preceding school year and before he/she makes recommendations to the Board concerning the school calendar.
  - e. At the beginning of the school year, the calendar will provide two (2) half days for pupils (full day for teachers) to facilitate planning and organization for the coming year. After one of the aforementioned two (2) pupil half days (full day for teachers), there will be a half day as designated by the Superintendent or designee for teachers to address professional responsibilities after the pupil dismissal. No mandatory meetings shall be scheduled during that time, unless mutually agreed by the parties.
  - f. A half-day for students and teachers will be provided prior to Christmas vacation. For those teaching staff members who are scheduled to actively participate in the nighttime activities for Back-To-School night and parent conferences, two (2) additional half days shall be scheduled as compensatory time in lieu of any other payment on the Wednesday before Thanksgiving and the second day shall be a day assigned by the administration and contained in the adopted calendar.
  - g. Teacher attendance shall not be required on a day when student attendance is not required due to inclement weather or emergencies. Any such inclement weather or emergency days shall not be counted in the calculation of the in-school work year in sub-paragraph "a".
  - h. Part-time aides who are assigned three (3) or more instructional periods on a daily basis with a specific grade level teacher shall be paid their hourly rate for attendance to Back to School Night.
8. The Board through the administration shall provide up to one (1) week of combined time for new teacher in-service/orientation programs for all teaching staff members new to the district. This shall be scheduled at the administration's discretion throughout and during the first thirteen (13) months of the teacher's employment in the district. Attendance and participation on the part of the teacher shall be mandatory, and shall be in addition to time requirements set forth elsewhere in this agreement. Compensation for this attendance is incorporated within the salaries set forth on the salary guides in this contract and hence there shall be no additional compensation for attendance or participation in this program.

B. INSTRUCTIONAL AIDES

1. All full-time instructional aides shall work a seven (7) hour day, inclusive of a forty-five minute lunch. The work year for instructional aides shall be the same as for teachers employed on a ten (10) month basis.
2. All part-time Instructional Aides who do not receive a lunch break shall be released from duties for a twenty (20) minute break.
3. Aides will be provided reasonable time to complete GCN training.

C. SECRETARIES

1. All full-time twelve-month and ten-month secretaries shall work a thirty-nine and one half (39.5) hour week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. All twelve-month secretaries hired before July 1, 2005 shall work a 38.25 week, inclusive of a forty-five (45) minute lunch and a fifteen (15) minute break each day. Breaks are to be scheduled by the Chief School Administrator. The departure time for secretaries on Fridays shall be 3:00 p.m.
2. Secretaries shall not be required to attend work on declared inclement weather days.
3. A half-day will be provided prior to Christmas vacation.

D. NON-INSTRUCTIONAL AIDES

1. All non-instructional aides shall be paid only for the hours actually worked. Schedules are to be set at the beginning of the year by the administration.
2. Non-instructional aides are not eligible for paid vacation or paid holidays.
3. Non-instructional aides shall not be required to attend work on declared inclement weather days.
4. Aides shall be released from duties for a twenty (20) minute break period.
5. Aides will be provided reasonable time to complete GCN training.

E. SIGN IN

All personnel shall sign in and out at the beginning and end of their workday, as well as any time they leave the building. The sign in sheet shall be located at the main office.



**ARTICLE 5**  
**SALARIES**

- A. Salary guides for all certified personnel have been prepared and incorporated herein as Appendix A. Salary guides for all non-certified personnel have been prepared and incorporated herein as Appendix B.
- B. Employees shall be paid on the 15th and last day of each month. The last pay in June will be made on the last teacher work day. If the 15<sup>th</sup> or last day of the month falls on a Saturday or Sunday, the pay date shall be the prior Friday.
- C. Summer Pay  
Employees may, if they wish, have a pre-specified amount of their wages withheld from each paycheck. In addition, at the option of the employee, a pre-specified amount may be deducted for payment to the South Jersey Federal Credit Union.
- D. Other deductions may be specified for purposes such as United Way, tax shelters or other savings plans.
- E. The Board agrees to transmit all tax shelter annuity and credit union deductions to the agency authorized by the individual within thirty days of the deduction. Every effort will be made to minimize the time it takes to transmit said deductions.
- F. Direct Deposit shall be mandatory.
- G. Certified aides who are asked to substitute for a teacher will be paid at the standard rate or their hourly rate, whichever is greater, for the time they substitute.

**ARTICLE 6**  
**VACATIONS**

- A. Only 12-month full time employees are eligible for paid vacation. Ten-month employees are not eligible for vacation. All vacation time must be scheduled in advance and is subject to the approval of the employee's immediate supervisor and the Chief School Administrator. Approval will not be arbitrarily denied. Vacations shall be granted in accordance with seniority status.
- B. Vacation time is cumulative beyond the year of entitlement but is not reimbursable except in the contract year of termination of employment. A maximum of one (1) year's worth of vacation time may be carried over into a new school year.
- C. Amount
  - 1. Eligible employees who have completed at least one (1) full year with the district as of 1 July of a given year shall accrue the full annual vacation entitlement at that time. Other eligible employees shall accrue vacation at the

rate of one (1) day per month, up to ten (10) days maximum; these employees may not, however, take any vacation until they have completed six (6) consecutive months employment in the district.

2. Eligible employees who have completed at least one (1) but less than five (5) years with the district as of 1 July will receive ten (10) days' vacation per year.
3. Eligible employees who have completed at least five (5) but less than fifteen (15) years with the district as of 1 July will receive fifteen (15) days' vacation per year.
4. Eligible employees who have completed at least fifteen (15) years with the district as of 1 July will receive twenty (20) days' vacation per year.

D. MISCELLANEOUS

1. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the Chief School Administrator, taking into consideration the request of the employee.
2. Employees resigning other than at year end shall be paid pro rata for any unused vacation days, and shall have any days over pro rata deducted from their last paycheck.

**ARTICLE 7**  
**HEALTH CARE BENEFITS**

A. INSURANCE PLANS IN EFFECT

1. The Board shall provide basic hospital and medical coverage, major medical coverage, dental and a prescription drug program to each full-time employee and, in cases where appropriate, to spouses and families. Except for the payroll deductions required from the employees pursuant to Article 7 Section B of this contract, the Board shall make the remaining premium payment for the aforementioned benefits.
2. The Board retains the right to unilaterally change carriers so long as the coverage is equal to or better than coverage currently being provided.
3. The insurance programs are as follows:
  - a. Health and hospitalization coverage is provided through the School Employees Health Benefits Plan.
  - b. Effective July 1, 2008, the prescription plan shall be provided through the SEHBP Employee Prescription Drug Plan at full Board assumption

of premium. Effective July 1, 2008, the Board shall reimburse 100% of the mail order premiums incurred by an eligible unit member. Claims shall be filed with the Business Office by December 31, for reimbursement by January 31. Claims shall be filed with the Business Office by June 30, for reimbursement by July 31.

- c. Dental Plan: the plan in effect during the 2007-2008 year with the following changes: 1) increase the annual maximum benefit from \$1,200 to \$2,000; and, 2) replace the 50%/50% co-insurance with 100%/80%/50% co-insurance.

B. Annual health benefit Insurance payroll deductions under 3. a. above shall be as follows:

- 1. For employees electing dependent coverage, there shall be a systematic deduction, under procedures established by the administration, from their periodic payroll payments equal to 17.5% of the cost of dependent coverage as may be in effect from time-to time under the plan in which the employee has chosen to obtain health care coverage.
- 2. In the application of B. 1. above, the Board agrees that the maximum employee premium obligation shall be the highest of: a) 1.5% of the employee's base salary under P.L. 2010, c. 2; or, b) the premium share set forth in Section 39 of P.L. 2011 c. 78); or c) the calculated contribution under B. 1. above.

Under the preceding paragraph, the dollar value of the employee contribution required under B. 1., if any, shall be reduced by the minimum contribution set by law under P.L. 2010, c. 2 and Section 39 of P.L. 2011 c. 78. Therefore, in no case shall the employee pay the full 17.5% set in B. 1 plus the minimum contribution required by law; in some cases, the employee will pay somewhat more than the minimum contribution set by law; and in some cases, the employee will pay no more than the minimum contribution set by law.

C. There shall be a voluntary waiver incentive plan for any insurances under A. of this Article. The incentive payment shall be 25% of the amount the Board would have been required to pay had the employee not waived coverage. Effective July 1, 2018, the incentive payment shall be 12.5% or \$2,500 of the amount the Board would have been required to pay had the employee not waived coverage, whichever is less. Payments of such incentives shall be made in a lump-sum by July 31 following the close of the fiscal year in which the savings occurs.

**ARTICLE 8**  
**EMPLOYEES' RIGHTS**

A. No employee shall be discharged, disciplined or reprimanded, without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. **PERSONNEL RECORDS**

1. An employee shall have the right, upon prior written request, to review the content of his/her personnel file and to receive copies of any documents contained therein. The employee may submit a written response to any materials in the personnel file, which shall be reviewed by the Chief School Administrator or his designee, and shall be attached to such material in the personnel file.
2. The Board agrees to protect the confidentiality of personnel records and other similar documents.
3. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An employee is required to sign the copy.

C. **RESIGNATION**

All support employees who are resigning from his/her position shall give 30 calendar days' notice. All teachers who are resigning shall give 60 calendar days' notice, unless otherwise mutually agreed.

D. **STATUTORY RIGHTS**

Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey School Law or other applicable laws and regulations.

E. **CONFIDENTIALITY**

Any question or criticism by a supervisor, administrator, or Board member of a teacher's job performance shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the individual teacher involved elects to have the matter publicly discussed.

F. **REPRESENTATION**

Whenever any employee is required to appear before the Chief School

Administrator or his designee, Board or any committee member or representative agent of the Board concerning any matter which could result in discipline or adversely affect the continuation of that employee in his/her office, position or employment, then he/she shall be given notice of the reasons of such meeting and shall be entitled to have a representative of the Association present to advise and/or represent him/her at such meeting.

**ARTICLE 9**  
**TEACHER EMPLOYMENT AND ADJUSTMENTS**

- A. The Board agrees to award teaching contracts to teachers holding standard certificates issued by the New Jersey State Board of examiners, or certifiable by them.
- B. Salary adjustments from column to column will be made effective as of September 1 and February 1 of each year if transcripts for additional courses at an accredited institution successfully completed prior to those dates are filed no later than sixty (60) days after the respective dates.

**ARTICLE 10**  
**EMPLOYEE ASSIGNMENTS AND REDUCTION IN FORCE**

- A. No later than May 15 of each school year, the Chief School Administrator shall post a list of all known teaching vacancies which exist for the succeeding school year.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire at any time with the Chief School Administrator. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference if the choices are multiple.
- C. Any teacher who is notified of a room change after August 1 shall receive \$250 for the time needed to move classroom materials and to set up a new classroom. Any teacher who is notified of a room change shall be given access to the new classroom for a minimum of ten (10) working days prior to the start of the school year to organize and set up the new classroom at a time that will be agreed upon between the Superintendent or designee and the teacher.
- D. The Association will be notified of any reduction in force planned by the Board before the Board takes any action.
- E. If a reduction in force becomes necessary for teachers, the Board shall notify all affected teachers and the Association as soon as practicable, but not less than sixty (60) days prior to the reduction in force; for other employees thirty (30) days' notice shall be given.
- F. In the event of a reduction in force, tenured teachers shall be placed on a preferred

list of eligibility for recall in order of seniority. Said list shall be presented to the Association president prior to the reduction in force.

- G. Any support staff member hired shall have a sixty (60) day probationary period and shall not be permitted to utilize the grievance procedure during the probationary period.
- H. Support staff shall not be eligible for tenure acquisition.

**ARTICLE 11**  
**EXTRA CURRICULAR AND ADDITIONAL DUTIES**

A. Extra-curricular compensation will be paid for the following activities, which are above and beyond the regular curriculum throughout the school year. No staff member may be paid for coaching or supervising more than three (3) activities at any one point in time during the school years.

B. **STIPENDS**

1. **Extracurricular Activities.**

	2017-2018	2018-2019	2019-2020
Cheerleading (Home only)	2334	2380	2427
Basketball Boys	2338	2384	2431
Basketball Girls	2338	2384	2431
Track	2338	2384	2431
Safety Patrol	2653	2706	2760
Musical Director	2008	2048	2088
Field Hockey	2008	2048	2088
Soccer	2008	2048	2088
Student Council	1533	1563	1594
Advisor Yearbook	1533	1563	1594
NJHS	1533	1563	1594
Band Director	1533	1563	1594
Choir Director	1533	1563	1594
Garden Club	1533	1563	1594
Naturalist Club	1533	1563	1594
Art Club	1533	1563	1594
Stage Crew	1533	1563	1594
Assistant Musical Director	737	751	766
Assistant Music Director Concert rehearsal and performance and Musical	1000	1020	1040
Running Club	1533	1563	1594
Athletic Director	2653	2706	2760
Renaissance Program	1533	1563	1594
Newsletter (per issue)	318	324	330

2. No extracurricular activity is to commence prior to the end of the established teaching day.
3. Teachers who develop curriculum shall be paid at a rate of \$40 per hour. The Chief School Administrator shall set the maximum number of hours for such curriculum development.
4. ESY teacher and speech therapists who work beyond the school year shall be paid at a rate of \$40 per hour.
5. Staff who plan and/or coordinate educational activities approved by the Superintendent or designee outside the school day shall be paid at a rate of \$40.00 per hour. Prior to the implementation of an educational activity to be paid under this Section, the activity must be submitted to the Board for approval at their discretion. This rate is neither meant to modify nor alter any other hourly rates in this Agreement or require payment for duties required to be performed by the teacher outside of the regular school day as set forth in this Agreement.

C. The Board and the Association will form an advisory committee to review the extracurricular activities program and will forward recommendations to the Board regarding the program and its needs and/or requirements.

D. TRIPS

1. Teachers responsible for supervising student day trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. For trips beginning outside of school hours, and ending by 11 PM, teachers shall be compensated per the table below for the time from the scheduled end of school that day until the end of the trip and the dismissal of the students.
2. Teachers responsible for supervising student overnight trips as part of an instructional program approved by the administration and the Board of Education shall be compensated for such supervision. Teachers shall be compensated per the table below. No more than one (1) overnight trip per year is expected of any teacher. A minimum of one (1) months' notice will be given for any overnight trip.

Hourly	Per Night
15.00	150.00

E. Aides who work beyond the regular school work year shall be paid at a rate of \$16 per hour.

**ARTICLE 12**  
**PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT**

A. Teachers may apply, in writing, for participation in this tuition reimbursement plan by submitting their requests to the Chief School Administrator for approval one (1) month prior to the first meeting of the course. Participants must earn a grade of "B" or better (or "PASS" in "PASS/FAIL" courses) in (an) approved graduate level course(s) in order to be eligible for reimbursement. All courses must require attendance and participation at classes at an approved college and university.

1. On-line graduate courses taken from a fully-accredited college or university recognized by the New Jersey Department of Education will be deemed acceptable by the Board as eligible for reimbursement under this clause. Denials of Board approval shall be appealable to the Board but shall not be subject to arbitration under Article 13.

B. Each eligible teachers shall be reimbursed no more than the cost of six (6) credits per year at the Rutgers in-state graduate rate for tuition expenses incurred.

C. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session which an employee is required by the Board to take.

D. Support staff personnel shall be reimbursed a maximum of \$400.00 per year upon successful completion of job related training or additional education that will further enhance their expertise in their particular job. The course must be offered by a qualified institution, school or college. Prior approval of the course is necessary by the Chief School Administrator or the Board of Education to be eligible for reimbursement.

E. Tuition reimbursement in any school year shall not exceed \$20,000 in the unit, including reimbursements made under D. above. If requests are made which would total in excess of this cap, the Chief School Administrator will allocate funds among some or all applicants at his discretion, utilizing the funds to meet Personal Improvement Plan needs first, district education goals second, and other goals last.

If all tuition reimbursement claims under the first sentence exceed the maximum cap set forth above, all claims shall be prorated. For example, if the cap set forth in the first sentence of the prior paragraph can cover 95% of all eligible claims, all individual claims will be reimbursed at 95% of the claimed amount, up to the maximum set forth in the first sentence of the prior paragraph.

F. Any teacher leaving the District for employment with another school district within one year after completion of any Merchantville School District paid course shall reimburse the District for the full cost of the course(s).



**ARTICLE 13**  
**GRIEVANCE PROCEDURE**

A. **DEFINITION**

1. A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement or policies, or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
2. An "aggrieved person" is the person or persons making the claim.
3. The term "grievance" and the procedure relative thereto, shall not be deemed applicable to the failure or refusal of the Board to renew the contract of the non-tenured employee.
4. A "party in interest" is a person(s) who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. **PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any grievance which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement.

C. **PROCEDURE**

1. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Failure to act within twenty (20) calendar days of the occurrence of complaint shall be deemed to constitute an abandonment of grievance.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement between the Board and the Association so the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it practicable.

4. Level I

An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or together with the Associations' designated representative, with the objective of resolving the matter informally.

5. Level II

If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the employee within seven (7) calendar days, he/she may set forth the complaint in writing with the Chief School Administrator. The written grievance shall state:

- a. the nature of the grievance
- b. the result of the previous discussion at Level I
- c. the reason for dissatisfaction
- d. the remedies sought
- e. the Agreement provision or the Board policy alleged to have been violated

6. Level III

- a. If the aggrieved person is not satisfied with the disposition of the written grievance at Level II, or if no decision has been rendered within seven (7) calendar days after the written grievance was delivered to the Chief School Administrator, he may within seven (7) calendar days after a decision by the Chief School Administrator, or fourteen (14) calendar days after the written grievance was delivered to the Chief School Administrator, request a review by the Board. The request shall be duly signed and submitted through the Chief School Administrator who shall attach all related papers and forward the request to the Board.
- b. The Board, or a committee thereof, shall meet with the aggrieved person and/or his representative, review the grievance, and render a written decision within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Level IV

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the

Board, he must notify the Board, in writing, of his intent to submit the grievance to arbitration within twenty-one (21) calendar days after a decision by the Board or fifty-six (56) calendar days after the grievance was delivered to the Board.

- b. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.
- c. The arbitrator selected shall confer with the representatives of the Board and of the Association and hold hearings promptly and shall issue his decision in accordance with the time limits of the American Arbitration Association. The arbitrator's decision shall be rendered in writing to both parties, and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which would lead to the commission of an act prohibited by law or which is violative of terms of this agreement.
- d. The arbitrator's decision concerning the interpretation, application or violation of this agreement shall be final and binding on both parties.
- e. The costs of the services of the arbitrator, including any per diem expenses, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

- 1. Any employee may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative(s). When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, or any member of the executive committee or any other participant in the grievance procedure by reason of such participation.

#### E. MISCELLANEOUS

- 1. All decisions commencing at Level Two of the grievance procedure shall be in writing and shall set forth the decisions and reasons thereof. A copy of

said decision shall be given to all parties involved.

2. Separate grievance files shall be maintained for all documents, communications, and records dealing with the processing of a grievance. Grievance file materials shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distributions so as to facilitate operation of the grievance procedure.
4. Meetings and hearings under this procedure shall not be conducted in public unless a public hearing is requested in writing by the individual teacher. This does not restrict the calling of witnesses.

#### **ARTICLE 14** **SICK LEAVE**

##### **A. SICK LEAVE**

1. All ten (10) month employees shall be entitled to ten (10) sick days each school year. All twelve (12) month employees shall be entitled to twelve (12) sick days each year. Unused sick days shall be accumulated from year to year with no maximum limit. In September of each year the Board will provide each employee with a yearly report of unused sick days as of June 30th of the previous year. Part-time employees shall be entitled to pro-rata sick leave. An employee hired after the beginning of the school year shall receive sick days equivalent to the number of months remaining in the school year inclusive of the month of hire. Should an employee move from a part-time position to a full-time position, each "day" of his/her accumulated sick leave shall be calculated in the same proportion to the time worked in the part-time position relative to the full employee work day. For example, a part-time teacher who works half time and then moves to a full time position and who has accumulated 50 sick leave days by the time of the move, shall be credited with 25 days of accumulated sick leave.
2. In no case shall leave taken for any cause other than actual personal illness or injury be counted as sick leave. Sick leave is granted in full days and half days only. A sick leave day taken on a half day of school shall be counted as full sick day.

B. PAYMENT FOR UNUSED SICK LEAVE

1. Amounts
  - a. Upon retirement, an employee who has been employed for at least fifteen (15) years in the district shall be eligible for payment for unused sick leave accumulated in the district.
  - b. Eligible employees retiring in each listed year shall be paid \$75 for each accumulated sick day up to a maximum of \$15,000.
  - c. An employee who, as of June 30, 2011, has an accumulated sick leave value higher than \$15,000 is exempted from the limit in b. above. In his/her case, the value of the employee's accumulated sick leave as of June 30, 2011, shall be his/her limit of his/her maximum payment under this section.
  - d. Under any case, the maximum payment shall not exceed \$20,000.
  - e. Amounts over \$10,000 shall be paid out over two years.
2. To be eligible for payment by August 1, an employee must notify the Board in writing of his intention to retire on or before January 1 of the contract year in which retirement is to occur. The Board shall have the option to make these payments by August 1 following the employee's retirement date.
3. If it becomes necessary for an employee to retire for unforeseen emergency circumstances arising after January 1 and before June 30, the retiree may receive payment after notifying the Board in writing of the reason. The Board shall determine whether the emergent nature of the circumstances is sufficient to constitute an exception to the notification requirements above. If not, payment will be made on the following August 1 after the appropriate January 1 notification date.
4. "Retirement" means (1) that a person qualifies for a Service Retirement or Early Retirement as those terms are defined by the State of New Jersey Teachers' Pension and Annuity Fund ("TPAF") or the New Jersey Public Employees' Retirement System ("PERS"), and, (2) that the person formally applies for retirement benefits from TPAF or PERS concurrently and in concert with any advice of retirement from the Merchantville School District, and(3) that the person is actually receiving retirement benefits from TPAF or PERS at the time of the payment of any reimbursement hereunder.

In the event a person who qualifies under (1), (2) and (3) above and who has received payment for unused sick leave subsequently changes qualification under (1), (2) or (3) that person shall have no liability to return any payment actually received.

**ARTICLE 15**  
**LEAVES OF ABSENCE**

Written request for Leave of Absence shall be given to the Chief School Administrator at least forty-eight (48) hours before taking such leave, (except in cases of emergency). Any request for such leave shall be submitted on the Board Approval form to the Chief School Administrator for approval. The number of employees granted leave of absence on the same day will be left to the discretion of the Chief School Administrator.

**A. PERSONAL LEAVE**

Personal leave of up to three (3) days per year is provided for bona fide business of a personal nature which requires absence during school hours according to the following schedule:

1. First year in the district - one (1) day.
2. Two years in district - two (2) days.
3. Three years or more in district - three (3) days.
4. At the end of each school year unused personal days shall become unused sick leave days.

**B. PROFESSIONAL LEAVE**

Employees may be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties. Requests for approval shall be submitted to the Chief School Administrator.

**C. BEREAVEMENT**

1. Up to five (5) days at one time in the event of death of spouse, domestic partner, civil union partner, parent, son, daughter, brother, sister, or stepchild shall be given.
2. Up to three (3) days at one time in the event of death of parent-in-law, son or daughter-in-law, grandparent, or grandchild, aunt or uncle or other step relationship shall be given. The Chief School Administrator may consider up to a two (2) day extension when extenuating circumstances occur.
3. An individual may apply for a one (1) day leave for purposes of attending a funeral to be granted at the sole discretion of the Chief School Administrator.
4. Bereavement leave may be taken intermittently subject to the approval of the Superintendent or designee.

D. COURT APPEARANCE

An employee who is required to be present at a legal proceeding because he/she is required to serve as a member of the jury or has been subpoenaed as a witness to render testimony, shall receive full pay for such days, less the remuneration received for such service.

E. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board for good cause. Failure to grant such a leave of absence shall not in any way be deemed a violation of the terms of the Agreement.

**ARTICLE 16**  
**HOLIDAYS (TWELVE MONTH SUPPORT STAFF)**

- A. The paid holiday schedule for all full and part time salaried twelve (12) month non-certified support staff shall be: Labor Day Thanksgiving Day Thanksgiving Friday Christmas Eve \* Christmas Day \* New Year's Day \* Presidents Day Martin Luther King Day Good Friday Memorial Day Independence Day\*

\* If any of these holidays falls on a weekend, the administration will designate a substitute weekday to be treated as the holiday.

- B. If any of the holidays listed in A. or B. above are included in the school calendar as a working day for full or part time salaried twelve (12) month non-certified support staff, the administration will designate a substitute day during the next succeeding winter or spring break to be treated as the holiday.

**ARTICLE 17**  
**DISABILITY LEAVE/CHILD REARING LEAVE**

- A. Application for said leave shall be submitted to the Chief School Administrator sixty (60) days prior to said leave or as soon as practicable or by the last day of school if such leave is to commence during September of the next school year. Said application shall indicate commencement of leave date and period of time such leave shall last. If child rearing leave is to commence in mid-year, leave shall be granted for the remainder of the academic year. Application for extension of one (1) additional year for child rearing leave may be submitted to the Chief School Administrator in accordance with the timelines set forth above. Return to school must coordinate with the beginning of a new school year.
- B. To avoid unnecessary interruption in instruction, a professional staff member

granted a leave related to childbirth shall provide written notice by April 15th of the leave year, stating whether or not he/she will return at the beginning of the school year the following September.

- C. Any teacher granted leave under this Article shall at his/her request be restored to the same teaching position vacated at the commencement of said leave; however, if this position is not available, the teacher shall be assigned to equivalent certificated position. Non-tenured teachers shall not be granted such leave beyond the contract year. No teacher shall be required to leave work because of pregnancy or reasons related to childbirth at any specific time prior to expected childbirth, unless such teacher is no longer physically able to perform her duties. Sick leave, with pay, shall be granted to an employee for a period of actual pregnancy-related disabilities to the extent of accumulated sick leave. A doctor's certificate as to extent of actual disability must be presented.
- D. Any compensated or uncompensated time-off taken under this Article shall concurrently count as time taken off under the applicable federal and state family leave laws.

#### **ARTICLE 18** **MISCELLANEOUS**

- A. Effective July 1, 2011, the children of unit members who do not reside in the District may attend Merchantville School tuition-free if they first apply for admission through the State's School Choice Program and comply with all applicable rules and regulations. Should all of the available student spaces under the District's School Choice policy be taken or the student not qualify for the Program for any other reason, the children of unit members who do not reside in the District may attend the Merchantville School tuition-free subject to the limitations contained in the Board Policy on out-of-District student enrollment.
- B. Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented by the Association to all employees now and hereinafter employed.
- C. The Association shall be permitted to use school equipment provided such use does not interfere with the normal operation of the school. The Association will pay for any supplies used at the rate charged by the Board supplier.
- D. The Association will be permitted to give input regarding decisions concerning arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.
- E. The Association and the administration shall meet as necessary during the school year unless by mutual consent a meeting is postponed. This liaison meeting shall



be used to attempt to resolve matters of faculty concerns. It is expected that the concerns will be seriously considered and agreed upon resolutions put into effect as soon as possible.

- F. Whenever the term administrator or administration are used in this agreement, they shall mean the Chief School Administrator or his/her specific designee for a specific purpose under the agreement.
- G. Upon expiration of this contract, personnel shall not advance to the next increment of the salary guide until both parties agree to new salary guides.
- H. The Board shall arrange for an Internal Revenue Code Section 125 Plan to be established so that eligible employees may elect to have eligible payroll deductions withheld from their pay on a pretax basis. All matters of eligibility thereunder shall be based on Code, law or regulations of the Internal Revenue Service.

## ARTICLE 19 AGENCY SHOP FEE

### A. PURPOSE OF FEE

If any certified teaching staff member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

### B. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

### C. DEDUCTION AND TRANSMISSION OF FEE

#### 1. Notification

On or about the 15 of September of each year the Board will submit to the Association a list of all employees in the negotiation unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in section C. 1. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February and ending with the last paycheck in June.

3. Termination of Employment

For any member or non-member paying a representation fee, who terminates his or her employment with the Board before the Association has received the full amount to which it is entitled, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken or not taken by the Board in conformity with this provision.

E. DEMAND AND RETURN SYSTEM

The obligation of the Board to deduct representation fees in accordance with this Article is expressly contingent upon the establishment by the Association of a "demand-and-return system" in accordance with law. The Association shall, on an annual basis, provide the Board with evidence of its establishment of a "demand-and-return." The Board shall have no obligation, however, to satisfy itself that such "demand-and-return system" satisfies the requirements of law.

The Board shall have no obligation to deduct this membership fee if this evidence is not furnished prior to December 1 of each year.


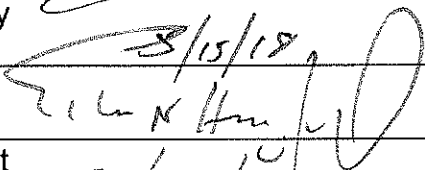
ARTICLE 20  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of **July 1, 2017**, and shall continue in effect through **June 30, 2020**.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- C. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended. Such negotiations shall begin not later than as directed by statute.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seal placed thereon.


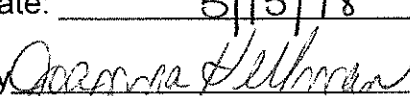
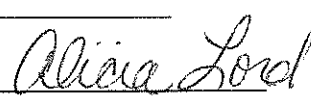
BOARD OF EDUCATION OF THE BOROUGH OF MERCHANTVILLE

Attest:

  
\_\_\_\_\_  
Secretary  
Date: 5/15/18  
By   
\_\_\_\_\_  
President  
Date: 5/15/18

MERCHANTVILLE EDUCATION ASSOCIATION

Attest:

Secretary   
Date: 5/13/18  
By    
\_\_\_\_\_  
President  
Date: 5/15/18

**APPENDIX A-1  
TEACHERS' SALARY GUIDE  
2017-2018**

STEP	BA	B9*	B15	B21*	B30	M	M9***	M15	M30
17-18									
1	55,864		58,084		60,304	63,634		65,854	68,074
2	56,864		59,084		61,304	64,634		66,854	69,074
3	57,864		60,084		62,304	65,634		67,854	70,074
4	58,864		61,084		63,304	66,634		68,854	71,074
5	59,864		62,084		64,304	67,634		69,854	72,074
6	60,864		63,084		65,304	68,634		70,854	73,074
7	61,864		64,084		66,304	69,634		71,854	74,074
8	63,364		65,584		67,804	71,134		73,354	75,574
9	64,864		67,084		69,304	72,634		74,854	77,074
10	66,364		68,584		70,804	74,134		76,354	78,574
11	67,864		70,084		72,304	75,634		77,854	80,074
12	69,364		71,584		73,804	77,134		79,354	81,574
13	71,264		73,484		75,704	79,034		81,254	83,474
14	73,164		75,384		77,604	80,934		83,154	85,374
15	75,164		77,384		79,604	82,934		85,154	87,374
16	76,359		79,563		83,879	87,919		89,850	92,581
17	77,554		81,742		88,154	92,904		94,546	97,789
18	78,744	80255	83,916	90599	92,424	97,883	99,233	99,236	102,991

**APPENDIX A-2  
TEACHERS' SALARY GUIDE  
2018-2019**

STEP	STEP	BA	B9*	B15	B21*	B30	M	M9	M15	M30
17-18	18-19									
***	1	57,005		59,225		61,445	64,775		66,995	69,215
1	2	58,005		60,225		62,445	65,775		67,995	70,215
2	3	59,005		61,225		63,445	66,775		68,995	71,215
3	4	60,005		62,225		64,445	67,775		69,995	72,215
4	5	61,005		63,225		65,445	68,775		70,995	73,215
5	6	62,005		64,225		66,445	69,775		71,995	74,215
6	7	63,005		65,225		67,445	70,775		72,995	75,215
7	8	64,505		66,725		68,945	72,275		74,495	76,715
8	9	66,005		68,225		70,445	73,775		75,995	78,215
9	10	67,505		69,725		71,945	75,275		77,495	79,715
10	11	69,005		71,225		73,445	76,775		78,995	81,215
11	12	70,505		72,725		74,945	78,275		80,495	82,715
12	13	72,405		74,625		76,845	80,175		82,395	84,615
13	14	74,305		76,525		78,745	82,075		84,295	86,515
14	15	76,305		78,525		80,745	84,075		86,295	88,515
15	16	77,500		80,704		85,020	89,060		90,991	93,722
16	17	78,695		82,883		89,295	94,045		95,687	98,930
17-18	18	79,885	81,396	85,057	91,740	93,565	99,024	100,374	100,377	104,132

**APPENDIX A-3  
TEACHERS' SALARY GUIDE  
2019-2020**

STEP 18-19	STEP 19-20	BA	B9*	B15	B21*	B30	M	M9***	M15	M30
***	1	58,217		60,437		62,657	65,987		68,207	70,427
1	2	59,217		61,437		63,657	66,987		69,207	71,427
2	3	60,217		62,437		64,657	67,897		70,207	72,427
3	4	61,217		63,437		65,657	68,987		71,207	73,427
4	5	62,217		64,437		66,657	69,987		72,207	74,427
5	6	63,217		65,437		67,657	70,987		73,207	75,427
6	7	64,217		66,437		68,657	71,987		74,207	76,427
7	8	65,717		67,937		70,157	73,487		75,707	77,927
8	9	67,217		69,437		71,657	74,987		77,207	79,427
9	10	68,717		70,937		73,157	76,487		78,707	80,927
10	11	70,217		72,437		74,657	77,987		80,207	82,427
11	12	71,717		73,937		76,157	79,487		81,707	83,927
12	13	73,617		75,837		78,057	81,387		83,607	85,827
13	14	75,517		77,737		79,957	83,287		85,507	87,727
14	15	77,517		79,737		81,957	85,287		87,507	89,727
15	16	78,712		81,916		86,232	90,272		92,203	94,934
16	17	79,907		84,095		90,507	95,257		96,899	100,142
17-18	18	81,097	82,608	86,269	92,952	94,777	100,236	101,586	101,589	105,344

**APPENDIX B-1  
INSTRUCTIONAL AIDES  
2017-2018, 2018-2019, and 2019-2020**

**2017-2018**

STEP	STEP			STEP	STEP	
16-17	17-18	RATE		17-18	18-19	RATE
***	1	24.85		***	1	25.33
1	2	25.00		1	2	25.48
2	3	25.17		2	3	25.65
3	4	25.33		3	4	25.81
4/5	5	26.65		4/5	5	27.13

**2018-2019**

**2019-2020**

STEP	STEP	
18-19	19-20	RATE
***	1	25.79
1	2	25.94
2	3	26.11
3	4	26.27
4/5	5	27.59

**APPENDIX B-2  
SECRETARIES  
2017-2018, 2018-2019, and 2019-2020**

**2017-2018**

**2018-2019**

STEP	STEP			STEP	STEP	
16-17	17-18	SALARY		17-18	18-19	SALARY
***	1	42,263		***	1	42,297
1	2	43,513		1	2	43,547
2	3	44,763		2	3	44,797
3	4	46,063		3	4	46,097
4/5	5	47,413		4/5	5	47,447

**2019-2020**

STEP	STEP	
18-19	19-20	SALARY
***	1	42,341
1	2	43,591
2	3	44,841
3	4	46,141
4/5	5	47,491



**APPENDIX B-3  
NON-INSTRUCTIONAL AIDES  
2017-2018, 2018-2019, and 2019-2020**

**2017-2018**

**2018-2019**

STEP	STEP			STEP	STEP	
16-17	17-18	RATE		17-18	18-19	RATE
***	1	14.70		***	1	15.18
1	2	15.17		1	2	15.65
2	3	15.66		2	3	16.14
3	4	16.51		3	4	16.99
4/5	5	17.19		4/5	5	17.66

**2019-2020**

STEP	STEP	
18-19	19-20	RATE
***	1	15.64
1	2	16.11
2	3	16.60
3	4	17.45
4/5	5	18.11

**APPENDIX C  
GENERAL MAINTENANCE  
2017-2018, 2018-2019, and 2019-2020**

Salary of the current occupant of the title as of the date of ratification:

2017-2018 - \$51,552

2018-2019 - \$53,073

2019-2020 - \$54,665

The General Maintenance position shall have a minimum entry level salary of \$40,000.