

AGREEMENT
between the
EGG HARBOR CITY EDUCATION ASSOCIATION
and the
EGG HARBOR CITY BOARD OF EDUCATION

July 1, 2019 through June 30, 2022

Final Agreement 6/12/19

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PREAMBLE

This Agreement is entered into this 12th day of June, 2019 by and between the Board of Education of the City of Egg Harbor City School District, in the County of Atlantic, New Jersey, hereinafter called the "Board", and the Egg Harbor City Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning the terms and conditions of employment for all full-time and part time employees working thirty (30) or more hours per week employed by the Board, whether under contract or on leave, including all non-supervisory certificated staff members and non-certified employees including secretaries, clerks, custodians, maintenance personnel and aides. Current employees, as of the time of negotiated agreement, have the option to remain at 25 hours per week or increase to 30 hours per week when additional hours become available. Additional hours will be offered in order of seniority as long as employee is appropriately qualified for position.

All supervisory and confidential employees and summer custodian and maintenance personnel not listed above are excluded from this representation by the Association.

B. Definitions

The following definitions shall apply:

1. "Employee(s)" and /or "unit members" when used in this Agreement shall refer only to the employees as set forth in Section A of this Article who are represented by the Association.
2. "Teacher" shall only refer to all certified staff members.
3. "Support Staff" shall refer to secretaries, clerks, custodial/maintenance bargaining unit members and aides.
4. Reference to male bargaining unit members shall also include female bargaining unit members.

ARTICLE II

NEGOTIATING PROCEDURE

- A. Negotiations shall commence in accordance with the rules and regulations established by P.E.R.C.
- B. During negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon reasonable request, all information which is in the public domain.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. All changes in existing benefits shall first be negotiated with the Association. Benefits are herein defined as those substantive matters which are mutually understood for at least three (3) years.
- F. If mutually agreed between the parties to this Agreement, employees will be provided release time for meetings, negotiations, conferences, etc., relating to this Agreement.
- G. The cost of duplicating copies of this Agreement will be borne 50% by the Board and 50% by the Association. In addition, the Board shall provide fifteen (15) additional copies to the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is a claim by an employer 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. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

3. Party in Interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to at the lowest possible level, resolve differences concerning the interpretation of the parties’ contractual rights. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits and Documentation

The number of days indicated at each level should be considered the maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievance Must Include the Following:

- The date of the occurrence giving rise to the grievance
- The date the grievance is filed
- The nature of the grievance
- The specific provisions of the contract or specific board policies allegedly violated
- The remedy being sought

- All documents known and available supporting grievance required to be attached

All reasonable extensions may be granted by either side throughout the grievance process.

2. Year End Grievance

From the day after the last teacher workday each year until the first teacher workday in the next school year, the phrase “school days”, which appears in 3., 4., 5., and 6, below is transformed to “week days”.

3. Level One-Principal or Immediate Supervisor

The grievant must file, in writing, within thirty (30) calendar days of the event. This is not to preclude an employee with a grievance from first discussing it with his principal or immediate supervisor with the objective of resolving the matter informally, provided the discussion(s) take place within the thirty – day filing limit specified above.

4. Level Two - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within fifteen (15) calendar days of the filing at Level One, he may file the grievance with the Superintendent within fifteen (15) calendar days following the Level One decision or lack thereof. The Superintendent will have fifteen (15) calendar days after the receipt of such grievance in which to respond. Grievance must include all materials submitted at lower level.

5. Level Three - Board of Education

If the Association or individual is not in agreement with the Superintendent’s decision, or if no decision is rendered within the specified time limits, the grievance may be presented to the Board of Education, in writing, within seven (7) calendar days of the Superintendent’s decision or lack thereof. At its discretion, the Board of Education may hear like grievance within thirty (30) calendar days of its presentation.

6. Level Four - Arbitration

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 twenty-five (25) calendar days after the grievance was delivered to the Board of Education, he may, within seven (7) calendar days after a decision by the Board of Education, or thirty (30) calendar days after the grievance was delivered to the Board, whichever is sooner, and if the Association determines that the grievance is meritorious, submit the grievance to arbitration with simultaneous notice to the Board.

b. Within fifteen (15) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision no later than twenty (20) calendar days from the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of 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 decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

7. Non-Arbitrable Items

Provided none of the terms of this Agreement have been violated, the following shall not be arbitrable.

a. Failure to offer subsequent appointment to a non tenured employee and the termination of services of a teacher.

b. Appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is not possible or not required.

c. Any matter other than those covered by statute or by any law or regulation having the force and effect of law, including any matter subject to the procedures specified in New Jersey Statutes Title 18A.

D. Rights of Employees To Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

All decisions shall be in writing setting forth the decision and the reason(s) therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, 6., c. of this Article.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.

ARTICLE IV
EMPLOYEE RIGHTS

A. Statutory Savings Clause

Pursuant to Chapter 303, Public Laws of 1968, as amended, the Board hereby agrees that every employee of the Board shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from any such activity. Alleged violations may be appealed before the Public Employment Relations Commission and shall not be arbitrable under Article III of this Agreement. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. Non-Discrimination

The Board agrees that there shall continue to be no discrimination, and that all practices, procedures and policies of the school system shall continue to exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status and age. The only grievances that may go to arbitration under this paragraph are those alleging discrimination with respect to terms and conditions of employment.

C. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted to the Association as the exclusive representative of the employees, in accordance with current statute.

D. Criticism

Both parties to this Agreement understand and agree that necessary criticism of an employee should take place in private if conditions allow.

E. Change in Pupil Grade

No pupil grade or evaluation shall be changed without opportunity for prior consultation with the teacher.

F. Required Meetings or Hearings

Whenever any employee is required to appear before the Board of Education for a disciplinary matter, the employee shall be notified in writing of such requirement and the reasons for such requirement and the time and place of the meeting, and shall be entitled to be accompanied by a representative of his/her choice.

G. Probationary Period - Support Staff Members

All support staff employees shall be required to complete a probationary period of three (3) years, during which time the Board retains the right to terminate such employee at will. Such termination shall be subject to a sixty (60) days notice or may be immediate subject to sixty (60) days of pay. Such termination during this probationary period shall not be subject to the grievance procedure and or Section H of this Article.

H. For Cause/Discipline/Discharge – Support Staff Members

After the expiration of the probationary period, employees shall be dismissed, disciplined or not rehired only for cause; inefficiency; or violation of work rules, laws, policies, and regulations. Dismissals, discipline and non-rehire action of an employee who has completed the three (3) year probationary period shall be subject to the full grievance procedure.

I. Tenure and Seniority Rights

1. Tenure

All certified teaching staff and secretarial staff shall be granted tenure in accordance with statute.

2. Seniority

a. School district seniority is defined as continuous service by employees in the school district and shall be based on the date of employment. In the event that two or more employees signed contracts for employment on the same date of employment, seniority priority will be determined by lottery.

b. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association.

3. Reduction in Force/Recall

a. In the event of a reduction in force, the employees covered under this contract, shall be laid off in the inverse order of district seniority according to job title and consistent with statute.

b. Laid off employees and/or employees reduced to part-time will be placed on a recall list for a period of two years. In the event of a job opening in the job

title on a recall list, the person(s) with the highest seniority will be offered the position by an offer sent certified mail to the person's last address. Failure to reply within five (5) working days of the receipt of notification or a subsequent failure to report for work shall result in a permanent removal of the employee's name from the recall list.

c. Support staff, covered under this contract, may bump into a lower classification in a seniority unit if they possess the requisite qualifications and ability to perform the functions of the job.

4. **Job Security**

Any non-tenured certified teaching staff member and support staff covered under this contract, may be terminated by either the Board or the employee upon written notification of at least sixty (60) days.

ARTICLE V

EMPLOYEE FACILITIES

A. **Vending Machines**

Upon request of the Association, a vending machine will be allowed in each employee's lounge. The Association accepts full responsibility for the area utilized for the above machines.

ARTICLE VI

ASSOCIATION RIGHTS

A. **Meetings**

1. The Association shall be provided use of a meeting room for legal Association business provided same is requested in advance. Location of the meeting room shall be designated by the school administration. Utilizations of this school area shall not conflict with other scheduled meetings, classes, or student activities, and shall entail no cost to the Board.

2. All members of the Association shall be allowed to attend two (2) Association meetings per year. Such meetings shall be after the conclusion of the student's in-school day or on a day when students are not in attendance. Notice of the date and time of such meeting(s) shall be provided to the administration no less than one (1) month in advance of said meeting.

B. Equipment

The Association shall be entitled to reasonable use of general office equipment including computer related equipment provided the administration is notified at reasonable times in advance by the Association representative, and such use shall not interfere with normal functions within the school and/or school office operations. Any and all supplies needed shall be supplied and paid for by the Association.

C. Bulletin Boards

The Board shall provide bulletin boards for Association use. Such bulletin boards shall be located in the employee lounge or such other appropriate location.

D. Mail Boxes & E-Mail

1. The Association shall be permitted reasonable use of mailboxes that are provided by the Board for employees of the Board. Any item to be placed in a mailbox shall be provided, in advance, to the building administrator for his approval, except if such item(s) are in a sealed envelope. If the administration disapproves of the item(s) to be mailed, then the item(s) must be enclosed in a sealed envelope in order to be sent through the school mail facilities.

2. The Association shall be permitted the use of Board computer servers to transmit bulk mail to the membership. Any other e-mail between the Association and its members shall be in compliance with the Annual Staff Computer Use Signature Form as signed by each member and as set forth by the Board. The Board's policy permits the administration to view any email on the school server.

E. Release Time for Association President

The President of the Association shall be entitled to at least 1 day leave per school year with pay for the purpose of transacting Association business. The Superintendent may authorize additional days as needed.

ARTICLE VII
EMPLOYEE ASSIGNMENT FAIR DISMISSAL AND EMPLOYMENT
PROCEDURES

A. Teacher Assignment

1. Notification of Status (non-tenured)

Consistent with the date set by law, the Board shall give to each non-tenured teacher continuously employed since the preceding September 30 either

- a. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment, but with such benefits as may be required by law of agreement between the Board and the Association or
- b. A written notice that employment shall not be offered.

Should the Board fail to give a non tenured teacher either an offer of contract for employment the next succeeding year or a notice that such employment shall not be offered within the time and in the manner provided by the Article, the Board shall have deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and Association.

2. Notification of Intent to Return (non-tenured)

If a teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

B. Notification of Change in Position

Teachers will be notified of change in their position for the following year by May 30. Any changes necessary after this time will be communicated to the teacher concerned as soon as known.

C. Posting of Vacancies

1. All known vacancies or new positions shall be posted in the principal's office and in the employees' lounge at least ten (10) school days prior to the closing date for applications, in order to allow employees who may be interested in applying for such positions the opportunity to apply. In the event that it is impossible for the administration to comply with the ten (10) day posting period, it shall post the jobs for the longest period possible given its staffing needs.
2. Employees desiring consideration for transfers to vacancies that arise during the summer shall notify the Superintendent in writing during the month of June. The administration will notify these employees and the President of the Association at his/her home address, via email, and/or Connect-Ed automated system of any vacancies that arise during the summer so that they may apply.

ARTICLE VIII
TEACHER EVALUATION

The teachers' evaluations will be consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ). N.J.S.A. 18A:6-117 et al.

ARTICLE IX
COMPLAINT PROCEDURE

A. Complaint Procedure

Any complaints regarding an employee made to any member of the administration which does or may influence evaluation of an employee shall be processed according to this procedure:

1. Meeting with the Principal/Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint throughout all steps in this procedure.

2. Procedure

a. Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, move to Step 2.

b. Step 2

At the request of the employee or the complainant, any complaint unresolved under Step 1, shall be reviewed by the Principal or supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

c. Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the employee to the Principal or supervisor, who shall forthwith forward a copy to the Superintendent or his designee and the complainant of employee.

d. Step 4

Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

e. Step 5

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee, he shall forward the results of his investigation, along with his recommendations, in writing, to the Board of Education and a copy to all parties concerned.

f. Step 6

After receipt of the findings and recommendation of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendation of the Superintendent or his designee should or should not be followed. Copies of the action taken by the Board of Education shall be forwarded to all parties.

g. Step 7

Any complaint unresolved under Step 6 may be submitted by the employee to the Level Three (3) of the grievance procedure as set forth in Article III in this Agreement. Such complaints may not proceed to Level Four (4)

A copy of the report(s) from the complaint shall be placed in the employee's personnel file.

ARTICLE X
WORKING CONDITIONS FOR TEACHERS

A. Number of Workdays

1. The in-school work year for teachers shall not exceed one hundred eighty (180) teaching days plus up to a maximum of five (5) days immediately preceding, during or following the one hundred eighty (180) teaching days in any combination, but excluding vacation days and holidays. Staff in-service can begin prior to September 1, but no sooner than August 27, however, students will not start the school year prior to September 1.

2. First Week of School

During the first week of school, teachers shall be allowed to work in their classrooms at least one (1) full day (five (5) hours) At least two (2) of the student days during the first week shall be abbreviated instruction days (1/2 days) for teachers with teachers remaining for the full day and allowed to work in their classrooms. These days shall not have required District and/or Administrative activities, meetings, trainings, etc.

3. In-Service Days

Four (4) of the days in excess of the 180 student days may be used for in-service training. These four (4) days shall not exceed five (5) work hours within the confines of a normal day.

4. New Teacher Orientation

Teachers newly employed in the district may be required to work one (1) additional day prior to the beginning of the teacher work year in the year of initial employment.

B. Length of Day

The teacher workday shall be seven (7) hours, including a thirty (30) minute lunch. The teacher workday will start ten (10) minutes before the start of the student day and shall end ten (10) minutes after the end of the student day.

1. Faculty Meetings

In addition, teachers and full time aides will attend up to fifteen (15) meetings per year, not exceeding one (1) hour in length and not exceeding two (2) meetings per month. Said meetings are not to go beyond one hour following the teachers' work day. There shall be a five (5) day written notice given for each meeting. Meetings shall not be held on teacher half-days.

C. Abbreviated Days

1. Thanksgiving, Winter Recess, Spring Recess and Last Day of School

The dismissal time for teachers and aides shall be in accordance with a half-day schedule on the final school day before Thanksgiving, Winter Recess and Spring Recess. On the final day of student attendance, teachers and aides shall be allowed to leave seventy (70) minutes after the students' dismissal time on a half-day schedule.

D. Parent Conferences

1. Afternoon Parent Conferences

There shall be two (2) early dismissal days (12:50 p.m.) for afternoon parent conferences per year. Should district-wide afternoon parent conferences be scheduled beyond three (3) hours after the students' dismissal time, compensatory time shall be granted. Such time shall be arranged between the Superintendent of Schools and the Association President.

2. Evening Parent Conferences

a. There will be two (2) evening parent conferences per year. Such evening conferences shall be in addition to the teachers' regular workday and shall not exceed two and one-half (2 1/2) hours in length and shall end not later than 8:30 p.m.

b. On a day when an evening parent conference is scheduled in a school, all schools shall have a four (4) hour student day if lunch is not served and four and one-half (4 1/2) hour student day. If lunch is served Teachers and full time Aides shall remain ten (10) minutes beyond student dismissal.

E. Back to School Night

On a day when a Back to School Night is scheduled in a school, all teachers and full time aides shall be allowed to leave ten (10) minutes after the students' dismissal. Students shall be scheduled for four (4) hours on that day, if lunch is not served and for four and one-half (4 1/2) hours, if lunch is served.

F. Lunch and Preparation Time

1. Teacher's Preparation

In addition to their lunch period, teachers shall have two hundred (200) minutes per week of preparation time, where practical. Such time shall be scheduled in not less than thirty (30) minute blocks on each full student day per week where practical. Should this not be practical, teachers shall be compensated twelve dollars and fifty cents (\$ 12.50) per each missed prep period within a full 5-day student week of the scheduled school year. Each teacher shall be responsible for submitting a voucher to the Board co-signed by the teacher's immediate supervisor for any compensation due.

2. Prep Time Denied

In the event a period of the two hundred (200) minute per week preparation time is denied, then the teacher shall be compensated at the following:

30 minute period - \$ 12.50 40 minute period - \$16.00

Each teacher shall be responsible for submitting a voucher to the Board signed by the teacher's immediate supervisor for any compensation due.

3. Lunch Period Denied

Any teacher losing his/her normal lunch period due to assigned supervision in an emergency situation shall receive compensatory time at a time mutually agreed upon between the teacher and the principal.

G. Compensatory Time

Compensatory time shall be scheduled by mutual agreement between the supervisor and the unit member.

H. Two-Hour Delay

1. In the event of a two-hour delayed opening, teachers and full time aides shall report two hours after their normally scheduled start time.

ARTICLE XI

WORKING CONDITIONS FOR SUPPORT PERSONNEL

A. Work Year

The work year for twelve (12) month secretarial and custodial employees shall be July 1 through June 30. The workweek shall be Monday - Friday.

1. Secretaries' Calendar

Twelve (12) month secretaries shall work same calendar as that worked by teachers from the first day of teacher attendance until the last day of teacher attendance.

2. Aides

a. The work year for aides shall be the same as that for teachers when students are in attendance. Full time aides will be required to attend parent conferences or "Back to School Night". Full time aides are required to attend faculty meetings.

b. Aides will be advised of their assignment for the school year no later than August 15 prior to the start of the school year. Any changes necessary after this time will be communicated to the aide concerned as soon as known.

3. Compensatory Day In Lieu of Early Dismissal

Secretaries shall receive one (1) compensatory day per contract year in lieu of early dismissal on parent conference days. Such day is available as of July 1 of each work year and must be used on a day when students are not present and is mutually agreed upon between the secretary and their immediate supervisor.

4. All employees shall receive in-service training time required by the Board for training in equipment use, blood borne pathogens, right to know and orientation as it applies to their current job placement.

B. Work Shift

1. Secretaries and Clerks

Twelve (12) month secretaries and ten (10) month clerks shall work eight (8) hours per day, inclusive of a one (1) hour lunch.

Summer Hours – From the day after the last required day of teacher attendance through the day prior to the first day of teacher attendance, secretaries and clerks shall work 6.5 hours inclusive of a one hour lunch.

Secretaries and clerks are required to report at regular time on a two-hour delay and will receive two hours of comp time in exchange for this work. Comp time will be scheduled and agreed upon in coordination with the secretary's/clerk's immediate supervisor.

2. Custodians/Maintenance

Twelve month custodians/maintenance employees shall work:

- a. Day Shift - Eight (8) hours per day, exclusive of a one (1) hour lunch.
- b. Night Shift - Eight (8) hours per day, inclusive of a one-half (1/2) hour meal break.
- c. Summer Hours - From the day after the last required day of teacher attendance through the day prior to the first day of teacher attendance, custodians/maintenance employees shall work seven (7) hours per day, exclusive of a one-half (1/2) hour lunch.

3. Aides

- a. The workday for full time aides shall be seven (7) hours per day, inclusive of a lunch period and prep period the same length as the teacher to whom the aide is assigned.
- b. Lunch periods and student contact time for part time aides shall be pro-rated to that of a full-time employee.

C. Overtime

1. Payment

Any unit member working in excess of forty (40) hours per week shall be compensated overtime for all hours in excess of forty (40) hours at the rate of one and one-half (1 1/2) times his/her normal hourly rate.

2. Compensatory Time

- a. The parties agree that in lieu of overtime payment, the unit member may receive compensatory time at the unit member's option. The use of compensatory time by a unit member shall require that the immediate supervisor provide the unit member with written approval prior to the use of the compensatory time by the unit member.
- b. No custodial/maintenance employee may accumulate more than twenty (20) hours of compensatory time. If an employee has reached the twenty (20) hour limit, he/she shall be paid for the overtime.
- c. Compensatory time shall be scheduled by mutual agreement

between the supervisor and the unit member.

d. Compensatory time shall be given at the same rate as the over-time worked such as : 1 ½ days or hours worked, employee is given 1 ½ days or hours comp time, 2 days or hours worked, employee is given 2 days or 2 hours comp time, etc.

3. Weekend/Holiday Work (Custodial/Maintenance)

a. If a custodian/maintenance employee is requested to work on a weekend, said employee shall be compensated a minimum of four (4) hours at the employee's overtime rate regardless of how much time is worked.

b. Notice of available weekend work shall be posted at least five (5) days in advance of the day(s) needed, when possible. Custodians /Maintenance employees shall be assigned overtime on a rotating basis starting each July 1st with the most senior employee and proceeding in order to the least senior employee. When the list is exhausted, the assignment rotation will begin again with the most senior employee.

c. Custodial/Maintenance employees working overtime on a Sunday or on a holiday shall receive double time (two times their regular rate).

d. Custodians who work both New Year's Eve and the day after Christmas will be given a total of 1 comp day to be used before the end of the current school year and follow contractual guidelines for approval. In the event that either of these days falls on a weekend and the employee works the other, they shall be entitled to half (½) of a comp day.

D. Call Back

Any employee who is called back into work at times other than his regularly scheduled work hours shall be guaranteed a minimum of two (2) hours pay at the overtime rate. This minimum guarantee provision shall not be applicable if the time is contiguous to an employee's regular work schedule.

E. Holiday Schedule (Custodians)

All twelve (12) month custodial employees shall receive fourteen (14) holidays with pay. These holidays shall be as follows:

1. Independence Day
2. Labor Day
3. Columbus Day (if school closed)

4. Veteran's Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. December 24
8. December 25
9. January 1
10. MLK Birthday
11. Presidents' Day
12. Good Friday
13. Easter Monday
14. Memorial Day

In the event that a holiday falls on a Saturday, Sunday or a student day, the administration shall designate an alternate holiday.

F. Vacation

All twelve (12) month secretarial and custodial employees shall be entitled to the following vacation days, with pay, per year.

- | | |
|------------------------------------|-----------------|
| Upon completion of one (1) year | 5 working days |
| Upon completion of two (2) years | 10 working days |
| Upon completion of six (6) years | 15 working days |
| Upon completion of eight (8) years | 20 working days |

G. Inclement Weather

In case of inclement weather, the immediate supervisor will designate the reporting time of all custodial/maintenance employees.

1. All maintenance and custodial employees working during emergency school closings, such as, but not limited to, snow removal, may leave when work is completed even if a full work day has not been met, without loss of pay, subject to approval by the Superintendent or designee.
2. The Board shall provide snow removal outerwear (clothing) which shall be kept on school grounds wherever the Board designates. \$175 total allowance for the life of the contract, reimbursed to employee.

Snow removal outerwear will consist of:

- a. Waterproof boots
- b. Gloves
- c. Waterproof jacket
- d. Waterproof pants
- e. Head gear - hat on head

ARTICLE XII

ABSENCES AND LEAVES

A. Employee Paid Leaves

1. Sick Leave

a. Certified Staff

There shall be ten (10) accumulative sick leave days in any one school year for full-time teachers.

Nothing in this Agreement precludes bona fide sick leave utilization in accordance with 18A:30-1 et seq., nor shall any employee be precluded from returning to work because of illness (including illness related to childbirth).

A doctor's note must be provided for an absence immediately preceding or following a holiday.

b. Support Staff

Ten (10) month employees shall be entitled in ten (10) days of sick leave per work year. Twelve (12) month employees shall be entitled to twelve (12) days of sick leave per work year. New hires shall receive one (1) sick day per full month remaining in the work year as of the day of work, such total number of days to be available immediately. Unused sick leave shall accumulate from year to year.

c. Notification of Accumulated Sick Leave

The Superintendent shall provide in writing a notice of each employees' accumulated sick time. This notice shall be provided not later than September 15 of each school year of this contract. Unit members may request updates regarding sick leave during the school year upon request to the Superintendent.

2. Accumulated Sick Leave Incentive Program

Payment for unused sick leave shall be made by the Board to the retiring employee(s) with ten (10) or more years of service in the district provided

a. The effective date of retirement is after the last student day in one year and before the first student day in the following year.

b. The employee submits a non-revocable notice of intention to retire

by the first day of January immediately preceding the effective date of retirement. At the request of the employee and only in the event of very extenuating circumstances, the Board may, but shall not be required to waive the "summer effective date" and the "January 1 notification date" requirement. In the event that a retiree fails to meet the January 1 notification date, sick leave payout may be delayed.

c. The amount of compensation for each accumulated and unused sick leave day shall be in accord with the following:

UNUSED DAYS:	AMOUNT
0-50 days	\$0 per day
51-100 days	\$60.00 per day
101-150 days	\$65.00 per day
151 days & over	\$70.00 per day

Any employee with a bank of one hundred (100) days will be eligible to receive payment for 0-50 unused sick days at a rate of \$25.00 per day.

d. The maximum amount for accumulated and unused sick leave that a retiring employee may receive shall not exceed \$10,000.

e. Should an employee with ten (10) or more years of service pass away prior to retirement, such payment shall be made to the employee's estate.

3. Annual Attendance Incentive Plan

After the conclusion of each school year and not later than July 31, for the life of this Agreement, the Board will provide the following bonuses to full-time employees to encourage improved staff attendance.

Total # of Sick & Personal days Used During the Prior School Year	Amount to be Compensated
--	-----------------------------

No days used	\$250
--------------	-------

If Annual District Attendance Rate* is

0%-3.25%.	1 day used	\$150
	2 days used	\$100
3.26%-3.75%:	1 day used	\$100
	2 days used	\$50
3.76%- 4.00%	1 day used	\$50
	2 days used	\$ 0
4.01%	1 day used	\$ 0

2 days used

\$ 0

* Annual District Attendance Rate as calculated pursuant to NJ Department of Education guidelines.

4. Personal Leave

With the approval of the Superintendent or Board Secretary, an employee shall be granted, for personal reasons other than personal illness, up to three (3) days of absence per year.

Personal days will not be granted on the day immediately prior to or immediately following a holiday, nor on full day professional development days.

Personal leave requests must be submitted one (1) week in advance, except in an emergency.

Any personal leave days not utilized by an employee in any year shall be added to their sick leave bank in the following year.

5. Illness in the Family

Up to three (3) days leave of absence, per year, shall be granted in the event of illness in an employee's immediate family. "Immediate family" shall be defined as mother, father, child, spouse, brother and sister.

6. Death in the Immediate Family

a. An employee will be granted, with his option as to a number, up to ten (10) days of absence without loss of salary due to death in the employee's spouse and/or child. Such bereavement days include, if appropriate, holidays and other days when school is closed, but do not include weekends.

b. An employee will be granted, with his option as to a number, up to five (5) days of absence without loss of salary due to death in the employee's immediate family. Such bereavement days include, if appropriate, holidays and other days when school is closed, but do not include weekends.

"Immediate family" shall be defined as mother, father, brother and sister.

c. In addition, with employee option as to number, up to (3) days shall be granted for the death of an in-law, (2) days for the death of a grandparent or grandchild. Additional time may be granted at the sole discretion of the Superintendent.

- c. Bereavement days shall encompass the funeral and/or death and must be taken consecutively unless otherwise approved by the Superintendent.

7. Professional Leave

a. Teachers

Upon prior approval of the Superintendent, leaves of absence, with pay, may be granted for the purpose of visiting other schools or attending meetings of an educational nature.

b. Support Staff

Custodial staff personnel may attend one (1) day of the annual NJEA convention for professional improvement. The day of attendance shall be scheduled mutually between the employee and his/her immediate supervisor. Documentation of attendance at convention must be supplied in order to be reimbursed for travel expenses.

8. Jury Duty Leave

Unit members shall be granted jury duty leave with pay. Unit members shall submit to the Superintendent a copy of the summons to serve in order to be compensated for the day(s) of service. Unit members receiving approved jury duty leave shall be entitled to their pay from the Board in addition to any compensation received from the agency for serving on jury duty provided the unit member has provided proof of attendance.

B. Unpaid Leaves of Absence for Staff

1. Child Rearing Leave

- a. Child rearing leave, without pay, shall be granted to an employee with a child less than six (6) months of age provided application is made in writing at least sixty (60) days prior to the beginning of such leave. Such leave shall not exceed a period of twenty four (24) months.
- b. The employee on child rearing leave shall pay for his share of fringe benefits.
- c. Notice that an employee intends to return to active duty must be made no later than April 1 of the prior school year for a September 1 return or sixty (60) days prior to a mid year return. Any other return date may be granted if such return is by mutual agreement between the

employee and the Superintendent, shall be effective for the 1st day of any month, and sufficient advance notice is given, as determined by the Superintendent.

d. Personnel returning from child rearing leave may be restored to the exact same position, subject area, and grade level vacated at the commencement of such leave. Such determination resides solely with the Board.

e. Personnel returning from child rearing leave shall be placed on the latest salary guide with employees of equal training and experience. No experience credit will be granted for the period of such leave unless ninety (90) or more days have been worked in one year in which the leave was granted.

f. The Board need not grant child-rearing leave to a non-tenured teacher beyond the contract year in which the leave is obtained.

g. Child rearing leave will be taken concurrently with FMLA.

2. Adoption Leave

Any employee adopting an infant child up to one (1) year of age shall receive child rearing leave which shall commence upon receiving de facto custody of said infant or earlier if necessary to fulfill the requirements of adoption. All the child rearing leave procedures shall apply where applicable.

3. Military Leave

Military leave shall be granted to an employee in accordance with the mandates of statute.

4. Extended Personal Leave

a. An extended leave for personal reasons, without pay, may be granted to a maximum of two (2) employees per year, provided application is made in writing no later than January 1st of the preceding year. Failure to notify the Board by the January 1st deadline will result in the request being denied.

b. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years, inclusive of any Board approved leave, in the Egg Harbor City Schools. To be eligible for a second such leave, the employee must be employed for an additional seven (7) years, inclusive of other Board approved leaves, but exclusive of leave under this section.

- c. In the event more than (2) employees request such leave, extended personal leave shall be granted based upon total length of service.
- d. Extended personal leave may be granted for the following reasons:
 - (1) Service in a public office and/or campaign for such service for the applicant or another person.
 - (2) Outside teaching in a college, university or other public school.
 - (3) Engaging in activities of the Association or its affiliates.
 - (4) Other personal reasons.
- e. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided for by this Article and by law.
- f. All benefits to which an employee was entitled at the time his leave commenced, including unused accumulated sick leave and credits toward any other leave, shall be restored to him upon his return, and he shall be assigned to a position within his area of certification. Credit for advancement on the salary guide shall not be earned while the employee is on leave.

5. Good Cause

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

ARTICLE XIII
TUITION REIMBURSEMENT

A. Professional Staff

Teachers shall be reimbursed three-quarters (3/4) the cost of each graduate course. The maximum annual reimbursement to a teacher under this section shall be \$1,500.00.

Tuition reimbursement:

- Limited to graduate courses only for certificated staff.
- Administrative courses are ineligible for tuition reimbursement.
- Require 3 year return of service obligation.

B. Support Staff

Secretaries, clerks, custodians/maintenance and aides shall be reimbursed three-quarters (3/4) the cost of each undergraduate course, at state, county college, or vocational school in order to improve performance and update skills. The maximum annual reimbursement to a secretary, clerk, custodian/maintenance or aide under this section shall be \$750.00.

C. Total Annual Allotment and Distribution

1. Allotment

The total annual aggregate amount to be paid by the Board for tuition reimbursement for the bargaining unit shall be.

2019-2020	\$27,000
2020-2021	\$27,000
2021-2022	\$27,000

2. Distribution

a. Tuition reimbursement shall be approved for bargaining unit members based upon Sections A and B above on a “first come, first serve” per semester basis. When the total annual allotment has been spent and/or encumbered for the year, no additional requests for reimbursement will be approved.

b. Should the total annual allotment not be spent in any one year, the balance shall be evenly divided in June amongst the employees receiving tuition reimbursement. The annual amount left over shall be divided by the number of courses reimbursed and then given to the employees based on the per course

amount times the number of courses taken by an employee. In no event shall any employee receive more than the actual cost of a course.

c. The Association shall be provided with a breakdown of the total annual allotment and shall be notified of unclaimed funds by June 30th annually.

D. Approval Process

1. Reimbursement

In order to be eligible for course reimbursement and/or receive salary guide credit, the employee must:

a. Submit district course approval form and course description to the Superintendent for approval no later than the following dates:

For Summer Semester June 15

For Fall Semester Sept. 1

For Spring Semester Dec 15

b. Following completion of said course(s), the employee shall submit to the Superintendent a copy of a grade report/transcript with a grade of "B" or better and a copy of the course tuition bill.

c. Reimbursement shall be made to the employee no later than thirty (30) days after submission of the tuition bill and grade report.

2. Lateral Movement on Salary Guide

a. Teachers submitting proof of having attained sufficient credit for lateral movement on the salary guide (e.g., BA to BA+15), regardless of whether receiving tuition reimbursement, shall be placed, retroactively, if necessary, on the appropriate column of the salary guide on September 1 or February 1 following the semester in which the necessary credits for advancement were attained, provided that the teacher submitted to the Superintendent by February 1 of the previous school year a notice of intent to advance on the salary guide in the coming school year. Failure to provide notification as provided for herein will delay lateral movement until September 1 of the following school year.

E. Staff Development: Travel/Reimbursement

1. Any employee attending a workshop, conference or meeting that has been approved by the immediate supervisor and the District central office, will be entitled to reimbursement in accordance with the current accountability regulations, as mandated by the State, at the time for the term of this contract.

ARTICLE XIV

EXTRACURRICULAR ACTIVITIES

A. Definition

Extracurricular activities are Board approved activities, which take place before or after the regular workday.

Building administrators will oversee all Extra Curricular Activities and will determine if an activity is one session or two. Two session activities should put in twice the amount of work/time as a one session activity and will be closely monitored by the building administrator.

B. Posting and Assignment

All vacancies for extracurricular activities shall be posted as early as the district is aware of its needs. The posting shall include the qualifications for and the duties of the position.

If no qualified applicants apply for the position(s), an employee will not be assigned to more than one (1) extracurricular activity per year for two (2) consecutive years.

C. Teacher-Proposed New Activities

If a teacher proposes a new activity for Board/Administration consideration, in order to receive compensation, the teacher must include said amount of compensation in his/her building's budget development the previous year for the principal's consideration. If the Board formally approves the activity, the teacher will receive fifty percent (50%) of the activity stipend for the first year of the activity.

If the teacher-proposed activity is not planned for in his/her building's budget, compensation of the first year of the Board approved activity will be based on availability of funds and Board discretion.

D. Prorated Stipends

If the Board approved activity is for significantly less than an average of one (1) period per week, the annual stipend shall be prorated.

A. Annual Stipends

Stipends for Extra-Curricular Activities and Extra Work shall be as follows.

		2019-2020	2020-2021	2021-2022
Coaching (per year)				
	Cross Country	\$2,570.00	\$2,664.00	\$2,761.00
	Girls' Basketball	\$2,570.00	\$2,664.00	\$2,761.00
	Boys' Basketball	\$2,570.00	\$2,664.00	\$2,761.00
	Baseball Coach	\$2,570.00	\$2,664.00	\$2,761.00
	Softball Coach	\$2,570.00	\$2,664.00	\$2,761.00
Extracurricular & Intramurals (per session)	Nat'l Junior Honor Society	\$ 738.00	\$ 765.00	\$ 793.00
	Yearbook	\$ 738.00	\$ 765.00	\$ 793.00
	Environmental Service Club	\$ 738.00	\$ 765.00	\$ 793.00
	Band	\$ 738.00	\$ 765.00	\$ 793.00
	Student Council	\$ 738.00	\$ 765.00	\$ 793.00
	Cheerleading	\$ 738.00	\$ 765.00	\$ 793.00
	Athletic Coordinator	\$ 738.00	\$ 765.00	\$ 793.00
	Safety Patrol	\$ 738.00	\$ 765.00	\$ 793.00
	School Newsletter	\$ 738.00	\$ 765.00	\$ 793.00
	Public Relations	\$ 738.00	\$ 765.00	\$ 793.00
	Homework Club	\$ 738.00	\$ 765.00	\$ 793.00
	Performing Arts	\$ 738.00	\$ 765.00	\$ 793.00
	Webmaster	\$ 738.00	\$ 765.00	\$ 793.00
	Art Club	\$ 738.00	\$ 765.00	\$ 793.00
	I & RS Lead Teacher	\$ 983.00	\$ 1,019.00	\$ 1,056.00
(per hour)	Summer Curriculum Work	\$ 39.00	\$ 39.00	\$ 39.00
	Homebound Instruction	\$ 39.00	\$ 39.00	\$ 39.00
	A.M./P.M Duty	\$ 39.00	\$ 39.00	\$ 39.00
	Long and Office Detention	\$ 39.00	\$ 39.00	\$ 39.00
	Extended School Yr Staff	\$ 39.00	\$ 39.00	\$ 39.00
	Basketball Chaperones	\$ 39.00	\$ 39.00	\$ 39.00
	NCLB Grant Staff	\$ 39.00	\$ 39.00	\$ 39.00
	21st Century CLC Grant Staff	\$ 39.00	\$ 39.00	\$ 39.00
	ESY/Summer Aide	\$ 20.00	\$ 20.00	\$ 20.00

F. Substitute Calling

Any employee responsible for calling substitutes shall receive \$2,500.00 per year, above his/her annual base salary.

G. Lunch Application Review

Any employee responsible for lunch application review shall receive \$750.00 per year, above his/her annual base salary. All work shall be completed outside of normal working hours.

H. Registrar

Any employee responsible for registering students shall receive \$2,500.00 per year, above his/her annual base salary.

ARTICLE XV

EMPLOYEE BENEFIT PROGRAM

All benefits set forth in this Article XV shall be subject to all criteria as set forth in the current law at the time for the term of this contract.

A. Medical and Prescription Benefits

The Board of Education shall provide medical and prescription coverage to full-time employees at a level equal to or better than the New Jersey School Employee Health Benefits Direct 15 Plan. The fully phased-in Chapter 78 health benefits contribution levels shall remain in effect for the term of this contract. Additionally, the Board sets forth that the choice of carrier remains a board function that is not subject to negotiations as long as the choice does not change the level of negotiated benefits.

B. Voluntary Withdrawal from Medical and Prescription Benefits

1. If allowable under the provisions of the current Medical and Prescription Benefit Plans, an employee otherwise entitled to the benefits under A above shall have the option to voluntarily not participate in one or both plans and withdraw from any such coverage. It is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee, in accordance with State mandate. Such cash payment shall be in the form of a stipend and shall be paid on or before June 30 of the school year in which the non participation occurs.

2. In order for an employee to be eligible to elect this cash option, an employee must provide documentation to the Board that he/she has alternate plan coverage.

3. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the open enrollment period. Employees may either re-elect the option of withdrawal during each open enrollment period or elect to re-enroll in the insurance plan offered by the District.

4. Notwithstanding the above, an employee who has a change in status (e.g. termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate plan coverage shall be entitled to re-enroll in the relevant plan during the year provided the employee provides the Board with notice of the change of status within sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's plan does not accept the employee, and the employee finds an alternative plan, the District will pay up to the current amount for employees in the District plan, towards that employee's premium or documented medical expenses. The employee will be re-enrolled in the District's plan at the first permissible date .

5. Return to the prescription plan for reasons other than a change in status is subject to the terms of the carrier.

A. Dental Plan

A dental plan, to be mutually agreed upon by the Association and Board, shall be provided for each full-time employee and will include family coverage. The cost for such coverage shall be borne by the Board.

B. Optical Reimbursement Plan

1. All Staff

The Board will provide reimbursement up to a total of three hundred dollars (\$300) to each full-time employee for optical services from 7/1/19 through 6/30/22. Only prescription eyewear and prescription sunglasses are eligible for reimbursement.

2. Reimbursements

Requests for reimbursements must be submitted on a signed voucher and must include a receipt of payment.

C. Employee Benefit Plan Descriptions

The Board shall make available to each full-time employee a description of the health care insurances provided under this Article via the following website:
<http://www.state.nj.us/treasury/pensions/health-benefits.shtml>

D. Change of Carriers/Plans

The Board reserves the right to investigate and to change any of its insurance plans and/or earners as long as the level of benefits and administration of the plan(s) are equal to or better than the plan(s) in effect on the date of the signing of this Agreement.

E. Flexible Spending Accounts

In accordance with State and Federal law, the Board shall provide the option for employees to contribute to Health Flexible Spending Accounts and/or Dependent Care Flexible Spending Accounts.

ARTICLE XVI
PAYROLL PROCEDURES

A. Dues Deduction From Salary

1. The Board agrees to, deduct from the salaries of its employees dues for the Egg Harbor City Education Association, the Atlantic County Council of Education Associations, the New Jersey Education Association, and the National Education Association, as said employee individually and voluntarily authorizes the Board to deduct. Employee authorizations shall be made in writing.

2. Such deductions shall be made in compliance with Chapter 310, F.L of 1967, N.J.S.A. 52:14-15.9e, and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to such person as may from time to time be designated by the Egg Harbor City Education Association by the fifteenth (15th) of each month following the month in which the deductions are made. The person designated shall disburse such monies to the appropriate Association or Associations. The Association shall be responsible for the reconciliation of the records.

3. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

4. Additional authorization for dues deductions may be received after August 1 under rules established by the State Department of Education.

5. Any written authorization for dues deductions may be withdrawn by the employee at any time by the filing of notice of such withdrawal with the Board. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

B. Payroll Savings Plan

The Board agrees to establish a savings plan, through payroll deduction with an accredited institution selected by the Association. The amount of the deduction shall be a flat dollar amount, and not a percentage amount. Applications may be made upon initial employment, or by September 15 and January 15 of each year, and members may cease their deductions at only these same points in the year. Deductions shall begin no later than the second pay period following the closing date for applications.

C. Direct Deposit

The Board requires all employees to enroll in a direct deposit system.

ARTICLE XVII
REPRESENTATION FEE

A. Purpose of Fee

If an employee 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 employer's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. 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.
2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission Fee

1. Notification - Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b below, the full amount of the representation fee and promptly will transmit the amount to the Association.
2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.

- a. ten (10) days after receipt of the aforesaid list by the Board, or
- b. thirty (30) days, after the employee begins his employment in a

bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, 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 the deduction of the representation fees and the transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph above and/or the amount of the representation fees, and such changes will be reflected in any deductions made more than ten (10) days after the Board received change notice.

6. New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability which may arise as a result of any action taken by the Board in complying with the provisions of this Article, provided that the Board give the Association timely notice in writing, of any claim demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of

willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XVIII

SALARY

A. Salary Guides

1. The salaries of thee employees covered by this Agreement shall for the 2019-2020 through 2021-2022 school years be as set to Schedules A, B, C, and D attached hereto and made part hereof.

B. Longevity

1. All employees with eighteen (18) to nineteen (19) years of service in the District shall receive an additional \$400.00 above their base salary.
2. All employees with twenty (20) to twenty-four (24) years of service in the District shall receive an additional \$500.00 above their base salary
3. All employees with twenty-five (25) or more years of service in the District shall receive an additional \$600.00 above their base salary.
4. Longevity shall be pro-rated based on an employee's date of hire and the employee's annual salary shall be adjusted on either July 1 or January 1.

C. Black Seal


Any custodian hired before January 1, 2012 who has and maintains his/her black seal license shall receive an additional \$500.00 above his/her annual base salary.


ARTICLE XIX
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019, except as herein provided, and shall continue in effect until June 30, 2022, subject to the Association's right to begin negotiations for a successor Agreement in accordance with Article II of the Agreement.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by then respective Presidents, attested by then- respective secretaries, and their Corporate seals to place thereon:


C.


**EGG HARBOR CITY
BOARD OF EDUCATION**

BY: 
President

BY: 
Secretary

**EGG HARBOR CITY
EDUCATION ASSOCIATION**

BY: 
President

BY: 
Secretary

TEACHER SALARY GUIDE
BA, BA+15, BA+30

Teachers BA				Teachers BA+15			
Step	2019-20	2020-21	2021-22	Step	2019-20	2020-21	2021-22
1	51,102	51,698	51,698	1	51,860	52,158	52,456
2	51,102	51,818	52,225	2	51,860	52,576	52,983
3	51,719	51,818	52,749	3	52,477	52,576	53,507
4	52,027	52,650	52,749	4	52,785	53,408	53,507
5	52,906	53,722	54,538	5	53,664	54,480	55,296
6	53,795	54,803	55,811	6	54,553	55,561	56,569
7	54,978	56,151	57,324	7	55,736	56,909	58,082
8	56,786	58,067	59,348	8	57,544	58,825	59,999
9	58,595	59,985	61,375	9	59,353	60,743	62,133
10	62,918	64,188	65,458	10	63,676	64,946	66,216
11	67,037	68,205	69,373	11	67,795	68,963	69,999
12	71,360	72,408	73,456	12	72,118	73,166	74,214
13	75,683	76,610	77,537	13	76,441	77,368	78,295
14	83,388	83,888	84,388	14	84,146	84,646	85,146

Teachers BA+30			
Step	2019-20	2020-21	2021-22
1	52,802	53,100	53,398
2	52,802	53,518	53,925
3	53,419	53,518	54,449
4	53,727	54,350	54,449
5	54,606	55,422	56,238
6	55,495	56,503	57,511
7	56,678	57,851	59,024
8	58,486	59,767	61,048
9	60,295	61,685	63,075
10	64,618	65,888	67,158
11	68,737	69,905	71,073
12	73,060	74,108	75,156
13	77,383	78,310	79,237
14	84,999	85,588	86,088

**TEACHER SALARY
GUIDE
MA, MA+15, MA+30**

Teachers MA			
Step	2019-20	2020-21	2021-22
1	53,744	54,042	54,340
2	53,744	54,460	54,867
3	54,361	54,460	55,391
4	54,669	55,292	55,391
5	55,548	56,364	57,180
6	56,437	57,445	58,453
7	57,620	58,793	59,966
8	59,428	60,709	61,990
9	61,237	62,627	64,017
10	65,560	66,830	68,100
11	69,679	70,847	72,015
12	74,002	74,999	76,098
13	78,325	79,252	80,179
14	86,030	86,530	87,030

Teachers MA+15			
Step	2019-20	2020-21	2021-22
1	54,372	54,670	54,968
2	54,372	54,999	55,495
3	54,989	54,999	56,019
4	55,297	55,920	56,019
5	56,176	56,992	57,808
6	57,065	58,073	59,081
7	58,248	59,421	60,594
8	59,999	61,337	62,618
9	61,865	63,255	64,645
10	66,188	67,458	68,728
11	70,307	71,475	72,643
12	74,630	75,678	76,726
13	78,953	79,880	80,807
14	86,658	87,158	87,658

Teachers MA +30			
Step	2019-20	2020-21	2021-22
1	54,999	55,298	55,596
2	54,999	55,716	56,123
3	55,617	55,716	56,647
4	55,925	56,548	56,647
5	56,804	57,620	58,436
6	57,693	58,701	59,709
7	58,876	59,999	61,222
8	60,684	61,965	63,246
9	62,493	63,883	65,273
10	66,816	68,086	69,356
11	70,935	72,103	73,271
12	75,258	76,306	77,354
13	79,581	80,508	81,435
14	87,286	87,786	88,286

Teachers MA+45			
Step	2019-20	2020-21	2021-22
1	55,837	56,135	56,433
2	55,837	56,553	56,960
3	56,454	56,553	57,484
4	56,762	57,385	57,484
5	57,641	58,457	59,273
6	58,530	59,538	60,546
7	59,713	60,886	62,059
8	61,521	62,802	64,083
9	63,330	64,720	66,110
10	67,653	68,923	70,193
11	71,772	72,940	74,108
12	76,095	77,143	78,191
13	80,418	81,345	82,272
14	88,123	88,623	89,123

**SECRETARIES / CLERKS
SALARY GUIDE**

Secretaries			
Step	2019-20	2020-21	2021-22
1	35,281	35,281	35,281
2	35,821	35,821	35,821
3	36,360	36,360	36,360
4	36,899	36,899	36,899
5	37,441	37,441	37,441
6	39,366	39,999	39,999
7	41,381	42,563	42,563
8	43,396	43,396	44,999
9	44,274	44,274	47,685
10	48,000	50,246	50,246
11	52,807	52,807	52,807

Clerks			
Step	2019-20	2020-21	2021-22
1	26,807	28,000	28,000
2	27,678	29,966	29,966
3	28,549	30,240	31,932
4	31,498	32,698	33,899
5	31,498	32,698	33,899
6	31,498	32,698	33,899
7	31,498	32,698	33,899

**CUSTODIANS/MAINTENANCE
SALARY GUIDE**

Custodians

Step	2019-20	2020-21	2021-22
1	32,865	33,615	33,615
2	33,480	34,382	34,382
3	34,096	34,624	35,152
4	35,317	35,317	35,922
5	36,524	37,463	37,463
6	37,795	39,809	39,809
7	39,999	41,077	42,151
8	42,212	43,353	44,494
9	48,969	49,469	49,999
10	48,969	49,469	49,999
11	48,969	49,469	49,999

Maintenance

Step	2019-20	2020-21	2021-22
1	46,100	46,860	47,620
2	46,900	47,660	48,420
3	47,700	48,460	49,220
4	48,500	49,260	50,020
5	49,500	50,260	51,020
6	50,500	51,260	52,020
7	51,500	52,260	53,020

**TEACHER AIDE SALARY
GUIDE**

Aides HS			
Step	2019-20	2020-21	2021-22
1	20,533	20,941	21,349
2	21,043	21,746	22,449
3	21,553	22,550	23,549
4	22,064	23,356	24,649
5	22,574	24,161	25,749
6	25,928	26,388	26,849
7	25,928	26,388	26,849
8	25,928	26,388	26,849
9	25,928	26,388	26,849
10	25,928	26,388	26,849
11	25,928	26,388	26,849

Aides HS+60			
Step	2019-20	2020-21	2021-22
1	22,406	22,814	23,222
2	22,916	23,619	24,322
3	23,426	24,423	25,422
4	23,937	25,229	26,522
5	24,447	26,034	27,622
6	27,801	28,261	28,722
7	27,801	28,261	28,722
8	27,801	28,261	28,722
9	27,801	28,261	28,722
10	27,801	28,261	28,722
11	27,801	28,261	28,722

Aides BA			
Step	2019-20	2020-21	2021-22
1	25,184	25,592	25,999
2	25,694	26,397	27,100
3	26,204	27,201	28,200
4	26,715	28,007	29,300
5	27,225	28,812	30,400
6	30,579	31,039	31,500
7	30,579	31,039	31,500
8	30,579	31,039	31,500
9	30,579	31,039	31,500
10	30,579	31,039	31,500
11	30,579	31,039	31,500