

BOARD OF EDUCATION

RESOLUTION

RATIFICATION OF MEMORANDUM OF AGREEMENT
between the
ELIZABETH BOARD OF EDUCATION
and the
ELIZABETH EDUCATION ASSOCIATION
(2012 - 2015)

WHEREAS, representatives of the Elizabeth Education Association and representatives of the Elizabeth Board of Education have engaged in good faith negotiations for a successor to the 2009-2012 Collective Negotiations Agreement; and,

WHEREAS, the parties have reached a tentative settlement which has been ratified by the Elizabeth Education Association;

NOW, THEREFORE, BE IT RESOLVED, that the Elizabeth Board of Education approves and ratifies the attached Memorandum of Agreement and authorizes the President of the Board of Education to execute the new Collective Negotiations Agreement reflecting this Memorandum of Agreement.

ELIZABETH BOARD OF EDUCATION
AND
ELIZABETH EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

The negotiating committee of the Elizabeth Education Association ("Association") and the negotiating committee of the Elizabeth Board of Education ("Board") have agreed to the following settlement of negotiations between the parties for the school years of 2012-2013, 2013-2014 and 2014-2015. This agreement is entered into this ____ day of _____, 2012 by and between the Association and the Board.

Any provisions not changed by this Memorandum of Agreement shall remain in full force and effect as set forth in the prior Collective Bargaining Agreement.

The attachment EEA Stipend Proposals 5/9/2012 shall be made part of this memorandum. Salary guides shall be mutually developed and agreed upon prior to ratification.

This memorandum is subject to ratification by the parties' memberships. All persons signing this memorandum agree to endorse and recommend to their respective memberships that ratification.

For the Association

Gene Carretto

Date *June 11, 2012*

For the Board

Alvin [Signature]

Karen [Signature]

Date *6/11/12*

Salary 2012-2015

- A. Year one guide increased 3.00% over the 2011-12 base year.
- B. Years two and three each increased 3.00% over previous year's base.
- C. Percents inclusive of increment.
- D. Guides mutually developed
- E. All bargaining units' guides including Miscellaneous, co-curricular and athletic guides settlement percent.
- F. Stipends amounts attached as a separate document.

Instructional Units

TOK: No changes in language

Preamble
II Negotiations Procedure
III Grievance Procedure
IV Employee Rights
V Association Rights
VI Calendar
VII Orientation
IX Transfer
X Promotion
XI Evaluation
XVI Sabbatical
XVIII Deductions
XIX Miscellaneous
XX Student Discipline
XXI Instructional Council
XXII evening School
XXIII Protection of Employees
XXIV Substitutes
XXV Management Rights
XXVII Preparation Time
XXVIII Representation Fee

I Recognition

Add: Athletic Trainer

VIII Teacher Assignment

C. 1. Mileage: All employees shall receive per month thirty dollars (\$30.00) travel allowance. Proof of travel shall be submitted to the employee's supervisor.

2. Uniforms: All purchases shall be made from Board approved vendors. The vendor shall submit the bill to the Board.

E. Six teaching periods: Add:

1. Physical education teachers shall be eligible for the six teaching period compensation and subject to all the requirements thereof.

2. The teaching period is in lieu of a duty period for all employees.

XII Salaries

Schedule B: Teachers

8. 1. Extended Day ratio:
Year One: No change
Year Two: 1.0920909 (increase of .008)
Year Three: 1.1000909 (increase of .008)
2. Extended Day/Extended Year ratio:
Year One: No change
Year Two: 1.1920909 (increase of .008)
Year Three: 1.2000909 (increase of .008)
3. Teacher Assistants: Amount added to each step of the salary guide.
Year One: \$4,818
Year Two: \$4,963
Year Three: \$5,112
- Add: Doctorate- \$2,000 added to annual pensionable salary.

Schedule C: Secretaries

1. Extended Day ratio:
Year One: No change
Year Two: 1.0720909 (increase of .008)
Year Three: 1.0800909 (increase of .008)

Schedule F: Classroom Assistants

NCLB Guides: Extended Day ratio shall be increased by 3.125% in year one to 1.03125
(In consideration for the additional fifteen minutes increase in work time.)

Schedule G: Parent Liaisons

1. Extended Day ratio:
Year One: No change
Year Two: 1.0720909 (increase of .008)
Year Three: 1.0800909 (increase of .008)
1. Extended Day/Year ratio:
Year One: No change
Year Two: 1.1720909 (increase of .008)
Year Three: 1.1800909 (increase of .008)

Schedule I: Miscellaneous

Add: Athletic Trainer

Create guides for
Hardware Specialist, Network Administrator, Network Technician, Systems Analyst and
the Web Developer.

XIII Sick Leave

A. Teachers K-8: Extended Day, Extended Day/Year and Extended Year

Every teacher assigned to an extended day, extended day/year or extended year school shall receive annually one (1) additional personal sick day.

F. Substitution Incentive

<u>Level</u>	<u>Teachers</u>	<u>Secretaries</u>	<u>Other</u>
1	\$25	\$25	\$25
2	40	35	30
3	55	45	40
4	70	60	50
5	100	85	70

XIV Emergency Leaves of Absence

Rename: Leaves of Short Duration

1. d. Teachers and classroom assistants assigned to Extended Day, Extended Year or Extended Day/Year schools shall receive one (1) additional personal day which shall become an accumulated sick day if unused.

Add: Pre-K teachers and classroom assistants whose student contact time is extended from a half day to a full day on the last two days of the student school year shall receive one-half day of personal leave for each full day in question. Thus an individual required to have students for both days on a full time basis shall receive one (1) personal day. This time shall convert to an accumulated sick day if unused.

B. Bereavement

“...and shall commence on the next regularly scheduled work day. (delete paid day)Exceptions to this rule are the Christmas/Winter and Easter vacation periods. Days during these vacation periods shall count toward the allowed bereavement days. All bereavement days shall be taken during the work year in which the death occurred.”

XV Extended Leaves of Absence

C.1. Add: “...or for personal medical reasons or other reasons of a personal nature or good cause.”

XVII Insurance

B. delete reference to city employees and the city of Elizabeth.

C. Dental maximum: Effective September 1, 2013-\$4,000.

XXVI Secretaries and Clerks

A. Shifts

Extended Day and Extended Day/Year

7:00am – 3:30pm

8:00am – 4:30pm

1. Assignment to these shifts shall be on a voluntary basis within the school. If no volunteers come forward assignment shall be on a seniority basis with the least senior secretary assigned to the shift. Seniority shall be calculated on years in the district as a secretary/clerk.
2. Any secretary assigned the duty of calling and/or arranging for substitutes outside a negotiated shift shall receive an annual stipend of one thousand dollars (\$1,000.00) which will be pro-rated for a shorter duration of time.
3. Secretaries assigned to a school building with only one secretarial position and with fewer than six hundred (600) students shall receive an annual stipend of \$1,000 in consideration for the additional workload.
4. High School shifts
7:30 am - 3:30 pm
8:00 am - 4:00 pm

G. Reclassification

Secretary 12 months elementary and middle school shall be reclassified as ADI in year one of this agreement.

XXIX Teacher Hours

E. Grades K-5

410 minute day

- a. lunch from fifty (50) minutes to forty-five (45) minutes.
- b. Miscellaneous from twenty-five (25) minutes to thirty (30) minutes.

495 minute day

- a. lunch from fifty (50) minutes to forty-five (45) minutes.
- b. instruction from two hundred and sixty-five (265) minutes to two hundred and seventy (270) minutes. All periods shall be forty-five (45) minutes in length.

F. Grades 6-8

- a. lunch from forty (40) minutes to forty-five (45) minutes.
- b. miscellaneous from ten (10) to five (5) minutes.

Grades Pre-K through Eight

- a. Any teacher whose daily instructional time exceeds the negotiated amount of minutes shall be compensated daily at the rate in Appendix A, Part II-C subject to the stipulations in Appendix A, Part II-D.

Add: Travelling Teachers

On a daily basis teachers assigned travel between buildings shall have the following schedule on complete student days.

- a. One preparation period.
- b. One travel period in lieu of a duty period.
- c. One duty free lunch period.
- d. No homeroom or other duty assignments.

Work Year

Effective Year One all teachers' work year shall include two (2) professional development days. The days shall be scheduled prior to the student year but in no case prior to Labor Day. The Professional Days shall count hour-for-hour towards the local district professional development hours requirement.

XXX Security, Assistants, Attendants, Technicians and Parent Liaisons

Security

A. Summer hours shall be the same as the secretaries.

C. 6. Overtime Security

- a. Overtime is based on seniority as a security guard in the district.
- b. Rotation of overtime shall be on a daily basis within each worksite.

E. Assistants

1. NCLB shifts Extended Day and Extended Day/Year

7:30am – 3:45pm – eight (8) hours and fifteen (15) minutes.

F. Technicians

f. Vacation shall be modified as follows to correct a printing error in the current agreement

1. Computer Technician, Hardware Specialist, Network Administrator, Network Technician, Systems Analyst and Web Developer shall have the same vacation as the secretaries with the following exception.

a. Anyone employed as a Hardware Specialist, Network Administrator, Network Technician, Systems Analyst or Web Developer prior to November 1, 2009 shall have twenty-two (22) vacation days.

Overtime: Overtime shall be rotated daily on a district wide seniority basis. All technicians shall be provided training and professional development opportunities in order to qualify for all overtime assignments including special assignments.

XXXI Duration

July 1, 2012 through June 30, 2015.

Appendix A Part I

M. Longevity: Increase each level by \$1,500.

<u>Years</u>	<u>Amount</u>
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

N. Tuition Reimbursement: Freeze at 2011-12 levels.

Cafeteria Units

TOK: No changes in language

- Preamble
- I Recognition
- II Negotiations Procedure
- III Grievance Procedure
- IV Employee Rights
- V Association Rights
- VIII Extended Leaves of Absence
- XI Deductions from Salary
- XIII Uniforms
- XIV Productivity Study
- XVI Miscellaneous
- XVII Agency Shop
- XVIII Protection of Employees

VI Sick Leave

D. Substitution Incentive

<u>Level</u>	<u>Daily rate</u>
1	\$25
2	30
3	40
4	50
5	70

VII Emergency Leaves of Absence

Rename: Leaves of Short Duration

B. Bereavement

“...and shall commence on the next regularly scheduled work day. (delete paid day)Exceptions to this rule are the Christmas/Winter and Easter vacation periods. Days during these vacation periods shall count toward the allowed bereavement days. All bereavement days shall be taken during the work year in which the death occurred.”

IX Salaries

I. Longevity: Increase each level by \$1,500.

<u>Years</u>	<u>Amount</u>
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

X Insurance

E. Dental maximum: Effective September 1, 2013-\$4,000.

XII Seniority

G. Substitutes

Add: “A substitute is an employee hired on a daily basis to serve in the place of a regularly employed worker who is absent because of illness, Board approved leave of

short or long term duration or other good reason. Vacant position shall not be filled on a long term basis with substitutes “

XIII Uniforms

B. All purchases shall be made from Board approved vendors. The vendor shall submit the bill to the Board. (Replaces “...to require sales slips as proof of purchase.”

XV Breaks and Lunch

Rename Work Day & Year

Cook Managers

Ten (10) months: Eight (8) hours daily and one hundred and eighty-three (183) days a school year.

Extended Year-eleven (11) months: Eight (8) hours daily and two hundred and one (201) days a school year.

Cafeteria Workers

Ten (10) months: Length of workday as expressed in the salary guides and one hundred and eighty-three (183) days a school year.

Extended Year-eleven (11) months: Length of workday as expressed in the salary guides and two hundred and one (201) days a school year.

Food Service Workers

Ten (10) months: Length of workday as expressed in the salary guides and one hundred and eighty-three (183) days a school year.

Extended Year-eleven (11) months: Length of workday as expressed in the salary guides and two hundred and one (201) days a school year.

XIX Duration

July 1, 2012 through June 30, 2015.

Cook Managers' Guides

Add: Cook Manager II: Effective January 1, 1998 schools with fewer than 600 students and all schools providing pre-plate lunches.

Cook managers hired prior to January 1, 1998 shall not be placed on the Cook Manager II guide even if their schools have fewer than 600 students.

Custodial Units

TOK: No changes in language

- Preamble
- I Recognition
- II Successor Employers
- III dues Check-off
- IV Inspection
- V Representatives
- VI Management Rights
- VII Grievance procedure
- VIII Employee Rights
- IX Separation
- X Association Rights
- XI Non-discrimination
- XII Work Assignments
- XIII Subcontracting
- XIV Safety
- XV Notification
- XVI Seniority
- XVII Layoffs and Recall
- XVIII Post and Bid
- XIX Job classification
- XX Hours of Work
- XXII Working At different Rates
- XXIII Premium Pay
- XXIV Pay Day
- XXV Holidays
- XXVI Vacations
- XXVIII Personal Days
- XXX Group insurance
- XXXI special Licenses
- XXXIV Military Service
- XXXV Uniforms
- XXXVI Sanitary conditions
- XXXVII Compensation claims
- XXXVIII Separability
- XXXIX Bus Attendants
- XL Evaluation
- XLI Tardiness and Attendance

XXI Rates of Pay

C. Longevity: Increase each level by \$1,500.

<u>Years</u>	<u>Amount</u>
15	\$2,250
20	\$2,500
25	\$3,250
30	\$4,000
35	\$4,750

Add: Custodians assigned to a school building with only one custodial position and with fewer than six hundred (600) students shall receive an annual stipend of \$1,000 in consideration for the additional workload.

XXVII Sick Leave

A. 6. Substitution Incentive

<u>Level</u>	<u>Custodians/Drivers</u>	<u>Attendants</u>
1	\$25	\$25
2	35	30
3	45	40
4	60	50
5	85	70

XXIX Insurance

C. Dental maximum: Effective September 1, 2013-\$4,000.

XXXII Extended Leave

C. Add: "...or for personal medical reasons or other reasons of a personal nature or good cause."

XXXIII Leaves of Short Duration

B. 3 Bereavement

"...and shall commence on the next regularly scheduled work day. (delete paid day)Exceptions to this rule are the Christmas/Winter and Easter vacation periods. Days during these vacation periods shall count toward the allowed bereavement days. All bereavement days shall be taken during the work year in which the death occurred."

XLII Duration

July 1, 2012 through June 30, 2015.

Returning Employees: All Bargaining Units

Add: "All employees who are let go as a result of a non-renewal or reduction-in-force (Rif) and reemployed in the subsequent school year shall receive all benefits and terms and conditions of employment of the agreement between the Association and the Board to which the employee was entitled at the time of the non-renewal or Rif. Benefits including but not limited to accumulated sick leave and vacation days shall be restored without diminishment. Dental, prescription and vision insurance shall be provided subject to the waiting period of the insurance carrier except that employees reappointed for the following year who qualified in the prior school year for dental coverage shall not have to wait another year for dental coverage, Medical insurance coverage shall be provided consistent with the State Health Benefits Commission regulations. Prior employment in the district shall be recognized for the purpose of salary guide placement. The employee shall be treated as a returning employee and not as a new employee."

Attendance Incentive Compensation: All Bargaining Units

The Attendance Incentive Compensation commonly referred to as the "Perfect Attendance Bonus" shall be modified for all bargaining units as follows:

Tardiness shall be calculated for purposes of compensation eligibility. An equivalent day(s) shall be registered when the sum of the minutes tardy equal the length of the employee's workday(s).

Sidebar Agreement

1. "Food service and cafeteria workers regularly and continuously employed as substitutes as of April 1, 2012 in vacant positions from which no other regularly employed worker is absent or on a Board approved leave of absence shall be permanently appointed to the position. They shall be deemed to have satisfied the probationary period requirement. Their prior employment service as food service and cafeteria workers shall be recognized for purposes of placement on the appropriate salary guide.

The Association shall withdraw with prejudice Gr. 05-09-02 Abreu et. al. PERC NO. AR-2009-841 within fourteen (14) days of implementation of this sidebar agreement by the Board.

2. The Association and the Board shall review K – 8 schedules containing team meetings in an attempt to resolve the issues where the team meetings are not provided. If no mutually agreed to resolution is reached the parties agree to reopen negotiations exclusively on this issue no later than March 1, 2013.

January

No compensation shall be paid or accrued until such time as the parties reach agreement.

*P.C.
6/11/12*

*Tom King
6/11/12*

EEA Stipends	Proposals	3.00%			5/9/2012
Cafeteria	CBA page	2011-12	2012-13	2013-14	2014-15
Settlement %		Base	1.03	1.03	1.03
Hourly	IX-B p. 20	1.30	\$1.34	\$1.38	\$1.42
Uniforms	XII-A p. 28	\$424.51	\$437.25	\$450.36	\$463.87
Custodians	CBA page	2011-12	2012-13	2013-14	2014-15
Settlement %		Base	1.03	1.03	1.03
extra hourly rates	XX-C p. 17	\$0.74	\$0.76	\$0.78	\$0.80
extra hourly rates	XX-C p. 17	\$0.95	\$0.98	\$1.01	\$1.04
Working different rates	XXII p. 19	\$12.74	\$13.12	\$13.51	\$13.92
Working different rates	XXII p. 19	\$6.20	\$6.39	\$6.58	\$6.78
			\$0.00	\$0.00	\$0.00
Boiler License EHS	XXXI p. 26	\$200.00	\$206.00	\$212.18	\$218.55
Blue Seal	XXXI p. 27	\$200.00	\$206.00	\$212.18	\$218.55
Red Seal	XXXI p. 27	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.73
Instructional-Teachers	CBA page	2011-12	2012-13	2013-14	2014-15
Settlement %		Base	1.03	1.03	1.03
Nurses' Uniforms	VIII-C p. 14	\$273	\$281	\$290	\$298
Six teaching periods	VIII-E p. 15	\$6,131	\$6,315	\$6,504	\$6,700
EHS Non-Teaching Position	VIII-E p. 15	\$910	\$937	\$965	\$994
TA Stipend	XII-B p. 22	\$4,678	\$4,818	\$4,963	\$5,112
2nd shift duty	XXIX-H p. 63	\$31.24	\$32.18	\$33.14	\$34.14
PD Committee	XXIX-J p. 65	\$33.58	\$34.59	\$35.63	\$36.69
Teachers Hourly Rate	APP. A PT. II p. 77	\$42.28	\$43.55	\$44.85	\$46.20
Instructional-ESP		2011-12	2012-13	2013-14	2014-15
Settlement %		Base	1.03	1.03	1.03
Non-Cert. Att'd. Officer Allot.	XII-E p. 26	\$540	\$559	\$578	\$599
Computer allotment	XII-F p. 26	\$1,080	\$1,118	\$1,157	\$1,197
Secretaries' summer school	XVI p. 43	\$21.85	\$22.51	\$23.18	\$23.88
Head Parent Liaison	XXX-D p. 68	\$5,453	\$5,617	\$5,785	\$5,959
Lab/AV Tech College Degree	APP. A PT. II p. 78	\$607	\$625	\$644	\$663
Instructional-Security Shifts	CBA page	0.63 of cust.	0.63 of cust.	0.63 of cust.	0.63 of cust.
Security Noon Shift	XXX-C p. 67	\$0.46	\$0.48	\$0.49	\$0.51
Security Four PM Shift	XXX-C p. 67	\$0.60	\$0.62	\$0.63	\$0.65
Mileage: Article VIII C.	CBA page	2011-12	2012-13	2013-14	2014-15
Settlement %	VIII-C p. 13	Base	1.00%	1.00%	1.00%
teachers, consultants, cst, home instructors, audio visual per month		\$30.00	\$30.00	\$30.00	\$30.00
athletic trainers per month		\$15.00	\$15.00	\$15.00	\$15.00
attendance officers, community (parent liaisons) assigned per month		\$15.00	\$15.00	\$15.00	\$15.00
teachers effective 2/1/84		\$0.80	\$0.80	\$0.80	\$0.80

Memorandum of Agreement

The Elizabeth Board of Education and the Elizabeth Education Association agree to the following terms and conditions of employment effective July 1, 2012.

Definition of family

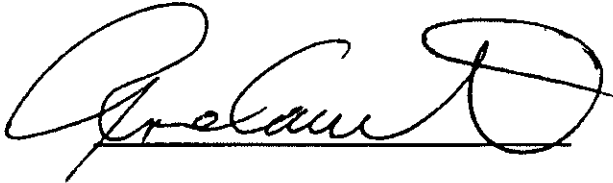
Add "step parents and step children" to the collective bargaining agreements between the Board and the Association.

(5 days)

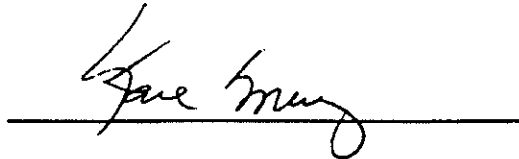
Instructional CBA Article XIV-B.

Custodial CBA Article XXXIII-B.

Cafeteria CBA Article VII-A. & B.



For the Association



For the Board

Date 1/17/13

Date 1/17/13

12/7/12

ELIZABETH BOARD OF EDUCATION
AND
ELIZABETH EDUCATION ASSOCIATION

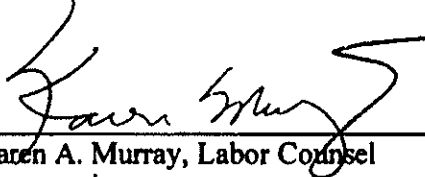
AMENDMENT TO SCHEDULE J: SPECIAL ACTIVITIES

The title of Color Guard Advisor shall be changed to ROTC Advisor.

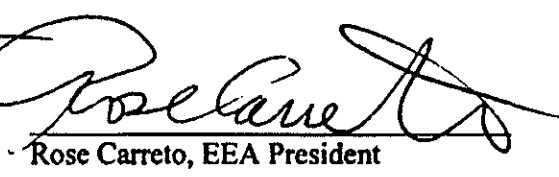
<u>Year</u>	<u>Stipend Rate</u>
2012-2013	\$8,500.00
2013-2014	\$8,755.00
2014-2015	\$9,000.00

For the Elizabeth Board of Education

For the Elizabeth Education Association



Karen A. Murray, Labor Counsel



Rose Carreto, EEA President

Date: 1/17/13

Date: 1/17/13

Memorandum of Agreement

7/9/12

The Elizabeth Education Association (EEA) and the Elizabeth Board of Education (Board) agree to the following provisions pertaining to longevity adjustment in the Instructional, Custodial and Cafeteria contracts.

1. Longevity adjustments shall be paid only at the beginning of the school year following the year immediately prior to payment in which the employee accrues the necessary years of service. There shall be no mid-year longevity adjustments.

2. Years of service shall be apportioned in the same manner as used for movement on the salary guide in Section III-G of Board policy 4151.21 revised September 4, 2007.

For the EEA

Rosa Carreto

Rosa Carreto
President

For the Board

KARE MURRAY

KARE MURRAY
Labor Counsel

Date _____

This memorandum reflects the intent of the parties when they bargained the language.