

ARTICLE I

SICK LEAVE

Sick leave is defined as leave taken because of personal disability due to illness or injury or because the employee has been excluded from school by the district medical inspector as a result of a contagious disease in the employee's immediate household. (Board Policy #418/4432).

Every employee is entitled to ten (10) sick days per year which are computed at the rate of one per month. Sick days accumulate from year to year with no maximum limit.

The Board has the right to require of an employee claiming sick leave pay sufficient proof, including a physician's certification, of the employee's illness or disability.

Any employee who retires according to the rules of the Division of Pensions (not including vesting) and who has been employed at least twelve (12) years in the Nutley School District will receive \$35.00 per day for each unused sick day accumulated up to a maximum of 135 days (\$4,725). The amount will be paid to the employee after the effective date of retirement.

ARTICLE II

TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

1. In the case of the death of a member of the immediate family (spouse, child, mother, father, sister, brother, father-in-law, mother-in-law or any relative domiciled in the employee's residence), the employee will be permitted leave time not to exceed five (5) working days.
2. In the case of a death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, brother-in-law not domiciled in the same residence, the employee will be permitted one (1) day's leave on the day of the funeral.
3. Bereavement leave days do not count against other personal leave days that are available to employees.

B. Personal Leave

1. A total of five days (5) personal leave without deduction of salary during the school year may be granted by the Secretary/Business Administrator to an employee. Employees hired after July 1, 1993 shall be eligible to receive up to three (3) personal days per year during the first three (3) years of employment. Eligibility for five (5) personal days for employees hired during the year will not occur until September 1 of the fourth (4th) year of employment.
2. Except in cases of emergency, the employee must submit a request for personal leave to the Secretary/Business Administrator at least three (3) days prior to the date of requested leave, if possible. The Secretary/Business Administrator will provide a written notice of approval or disapproval for the requested day(s).
3. In an emergency situation, the employee is to notify their immediate supervisor by telephone that he/she will not be reporting to work and explain the reason. The immediate supervisor will advise the Secretary/Business Administrator. When the employee returns to work, he/she must complete the regular personal leave form and submit it to the Secretary/Business Administrator for consideration.
4. Personal leave days may be granted for the following reasons:
 - a. Illness in the immediate family.
 - b. Death of a close friend or relative not covered in section on bereavement leave (1 day).
 - c. Business appointment (house closing, court appearance, motor vehicle office visit, etc.).
 - d. Household emergency.
 - e. Marriage (1 day).
 - f. Religious holiday.
 - g. Personal to employee (1 day).
5. At the conclusion of each year, unused personal days are converted to sick days and added to the employee's accumulated sick leave.

C. Jury Duty – If an employee is called to serve on a jury, he/she shall present the notification from the court to the Secretary/Business Administrator and request that the jury duty be performed at a time when school is not in session. If the request to serve jury duty at a time school is not in session is denied by the court, the employee will be compensated for the normal work time missed.

D. Other Temporary Leaves - Other temporary leaves of absence may be granted by the Secretary/Business Administrator for good reason. The decision not to grant additional leave days shall not be subject to the grievance procedure.

ARTICLE III

WORK YEAR

A. In addition to pay for days actually worked, employees will be paid for six (6) holidays each year. Employees at the elementary schools and the middle school will be paid for a minimum of 188 days (including holidays) each year. Employees at the high school will be paid for a minimum of 185 days (including holidays) each year. A decision by the Board of Education to reduce the school calendar will not affect the minimum number of days for which employees will be paid, however, it may affect the number of days that are actually worked. Elementary and middle school employees will actually work no more than 185 days, and high school employees will actually work no more than 182 days.

B. Overtime Pay – Overtime, which is computed at 1 ½ times the normal hourly rate will be paid for any evening, weekend or school holiday work. Additional assigned time spent prior to or after the normal work hours will be paid at straight time, unless the additional time assigned results in an employee working more than forty (40) hours in a week. In this case, overtime will be paid for any hours worked above forty (40).

C. Non-Serving Days – During the school year, there may be days scheduled on which school lunches are not served to pupils. On these days, employees are expected to report for work, as usual, and perform whatever work-related tasks may be assigned by their immediate supervisor. In the event that employees are dismissed early, they will still be paid for their normal amount of contracted hours.

D. Work Hours – Each employee will be contracted for a fixed number of hours for each day worked. The reporting and departure times will vary among employees depending on the school and their respective duties and the Board's assessment of how best to deploy its personnel. The starting and ending times will normally be the same each day, however, there may be some occasions where these are modified to reflect different school schedules or activities (such as testing).

ARTICLE IV

INSURANCE

- A. Health – For employees hired prior to July 1, 2005, pursuant to the rules and regulations of the NJ State Health Benefits Commission, Health Insurance will remain as existed in 2004-05. The Board will pay the full premium for employees' and for dependents' coverage at a rate no greater than the cost of the traditional plan. Any employee contribution will only be effective if it applies to other Board employees who qualify for health benefits. For employees hired on or after July 1, 2005, the Board will pay the full premium for the employee only. The employee will pay any additional cost for dependent coverage.
- B. Dental - For employees hired prior to July 1, 2005, the Dental plan will remain the same as existed in 2004-05. The Board will pay the premium costs it paid in 2004-05 plus 50% of any increase in premiums for each year of the agreement. The employees will pay the premium costs they paid in 2004-05 plus 50% of any increase in premiums for each year of the agreement. Any employee hired between September 1, 1996 and June 30, 2005 will receive employee-only coverage for their first three years of employment, after which they will be entitled to family coverage in the same manner as cafeteria employees hired prior to September 1, 1996. Employees hired on or after July 1, 2005 will be required to pay the entire premium for any Dental coverage selected.
- C. Prescription - For employees hired prior to July 1, 2005, the Prescription plan will remain the same as existed in 2004-05. The Board will pay the premium costs it paid in 2004-05 plus 50% of any increase in premiums for each year of the agreement. The employees will pay the premium costs they paid 2004-05 plus 50% of any increase in premiums for each year of the agreement. Co-pay amounts may be increased, though not more than once per year, nor shall the co-pay amounts be greater than paid by other Board employees. Employees hired between September 1, 1996 and June 30, 2005 shall not receive prescription coverage until they have completed three (3) full years of employment. Employees hired on or after July 1, 2005 will be required to pay the entire premium for any prescription coverage selected.
- D. Individuals employed on a part-time basis as of June 30, 2005 shall be eligible for all contract benefits based on their original date of hire if they become full-time employees.

ARTICLE V

OTHER BENEFITS

A. Clothing

1. Employees will be supplied with five (5) uniforms and two (2) pairs of shoes at the Board's expense in each year of this agreement.
2. Employees will receive a uniform cleaning allowance of \$50 per year.

B. Coffee Break – Employees will be entitled to one (1), fifteen (15) minute coffee break during the morning hours of their work shift.

C. Seniority – In the event of a reduction in the number of employees, layoffs will be based on total time of employment in the district, however, an employee will not be permitted to displace a less senior employee who works in a higher Job Group. If a higher Job Group position is eliminated, the affected worker(s) will be ranked against the other general cafeteria employees and normal seniority provisions shall prevail (last hired-first fired).

D. Assignment Upgrade – The following Job Groups are hereby recognized:

1. Elementary School Assistant Manager; General Cafeteria Worker
2. High School Assistant Head Cook; Middle School Assistant Head Cook
3. Elementary School Manager
4. High School Head Cook
5. Middle School Manager

If an employee is temporarily assigned to a higher Job Group as a result of another employee's absence, the reassigned employee will receive compensation at the higher of their current rate or the rate of the lowest paid employee permanently assigned to the higher Job Group. Any temporary change of rate will be effective as of the third consecutive day in the higher group assignment, and this shall continue until the temporary assignment ends. However, the employee being paid for a temporary assignment in a higher group shall not receive higher pay for any day they do not actually work (sick days, personal days, etc.).

E. Substitutes – When an employee is absent, all contractual employees, to the extent possible, will be contacted to replace the absent employee before a substitute is contacted.

F. Payment of Longevity – Upon completion of required years of service, an employee shall be immediately entitled to payment for longevity as listed in ARTICLE VI. If the employee’s anniversary occurs between the first and fifteenth day of the month, they shall be paid a pro-rated portion of their longevity entitlement for the entire month. Employees, whose anniversary occurs between the sixteenth and the end of the month, shall be entitled to a pro-rated longevity payment at the beginning of the following month.

ARTICLE VI

SALARIES

A. Hourly Rates of Pay – Standard hourly rates of pay are hereby established for individuals employed as of the date of execution of this contract according to Appendix A.

New hires will be compensated at an hourly rate comparable to rates paid to individuals with similar experience, working in similar jobs in Essex County, New Jersey. Those hired with starting dates between July 1 and December 31, will be eligible for a wage rate increase of \$0.50/hr. on the next and each successive July 1 within the term of this agreement. Those hired with starting dates between January 1 and June 30, will be eligible for a wage rate increase of \$0.50/hr. on the second July 1, within the term of this agreement, following their start date.

B. Longevity Bonuses – Extra compensation for longevity will be paid according to the following:

2005-2006

After 10 years service - \$1325 per year above standard
After 15 years service - \$1550 per year above standard

2006-2007

After 10 years service - \$1325 per year above standard
After 15 years service - \$1550 per year above standard

2007-2008

After 10 years service - \$1325 per year above standard
After 15 years service - \$1550 per year above standard

ARTICLE VII

DURATION

This agreement shall be in effect from July 1, 2005 - June 30, 2008.

By: _____

Date: _____

By: _____

Date: _____

BOARD OF EDUCATION OF THE TOWNSHIP
OF NUTLEY

By: _____
GERARD M. PARISI, President

Date: _____

By: _____
DENNIS M. OBLACK, Secretary

Date: _____