

**ABSECON BOARD OF EDUCATION**

**AND**

**ABSECON EDUCATION ASSOCIATION**

**July 1, 2012 - June 30, 2015**

## **PREAMBLE**

This agreement entered into this 1st day of July, 2009 and continues through June 30, 2012, by and between the Board of Education of the city of Absecon, in the County of Atlantic, New Jersey, hereinafter called the "Board," and the Absecon Education Association, hereinafter called the "Association."

## **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as exclusive and sole representatives for collective negotiations concerning grievances and terms and conditions of employment for all certificated personnel employed by the Board under contract or on leave, restricted to classroom teachers, special teachers, nurse, social workers, learning disability consultant, psychologist, guidance counselor, secretaries, aides, sign language interpreter and custodians.

## **ARTICLE II - NEGOTIATION PROCEDURES**

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the laws of the State of New Jersey, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on, or about, December 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all parties, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter proposals, in the course of negotiations. Final approval expedited by a majority vote of the Association and a majority vote of the Board.
- C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **A. Definitions**

Grievances shall be defined as follows:

1. A grievance concerning a violation or interpretation of the contract shall have as a final step, IF NOT resolved, Binding Arbitration.
2. A grievance filed concerning an Administrative or Board decision shall have as a final step, IF NOT resolved, Advisory Arbitration.
3. An "aggrieved person" is the person making the claim.

4. A "party in interest" is the person or persons making the claim and any person whom might be required to take action or against whom action might be taken in order to resolve the claim.

## **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or terms and conditions of employment of staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this agreement and that the Association has been given opportunity to be present at such adjustments.

## **C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed as such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. **Level One:** An employee with a grievance shall, within 30 calendar days of its occurrence, first discuss it with his /her immediate superior either directly or through the Association's designated representative with the objective of resolving the matter informally.
4. **Level Two:** If the grievance is not satisfactorily adjusted at Level One or if no decision has been rendered within ten (10) calendar days after the presentation of the grievance, the Association may appeal the grievance within five (5) calendar days, in writing to the Superintendent of Schools. The Superintendent shall render a decision in writing within twenty (20) calendar days after receiving the grievance.
5. **Level Three:** If the aggrieved person is not satisfied with Level Two, the Association or the grievant may within ten (10) days after a decision by the Superintendent, or, if no decision has been rendered, appeal the grievance in writing to the Board. The Board shall within thirty-(30) days schedule a hearing between the parties concerning the grievance. Within fifteen (15) days following the hearing, the Board shall render a decision in writing to the Association or the grievant.
6. **Level Four:** If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty (20) days, the Association may, within fifteen (15) days submit the grievance to arbitration. The parties shall then be bound by the rules and procedures of PERC. The arbitrator shall render a decision in writing to the Board and the Association in accordance with the terms of the agreement.

7. 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 the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **D. Rights of Employees to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by her/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 shall have the right to state its views with the consent of the grievant. If, in the opinion of the Association, the settlement is contrary to the provisions as set forth in the agreement, a grievance may be filed.
2. No reprisals of any kind shall be taken by the Board by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

#### **E. Miscellaneous**

1. 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. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. 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 participants.
3. All meetings and hearings under this grievance shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

### **ARTICLE IV - AMENDMENT**

- A. The complete understanding between the Association and the Board of Education has been set forth in this agreement. Any amendment to this agreement or any interpretation of the true intent and meaning of the provisions of this agreement officially and mutually agreed to by the two negotiating parties shall be committed to writing and signed by the duly authorized negotiating representatives of the parties, subject to ratification by both contracting parties.

### **ARTICLE V - SALARIES**

#### **A. Teachers**

1. The salaries of all teachers covered by this agreement, together with service credit for newly employed teachers, and extra duty contracts, are set forth in salary guides which are attached hereto and made a part hereof.
2. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal installments on days specified under Article V, Part E.

3. Each teacher may individually elect to have monthly payroll deduction (10 months) of his salary to be deposited with any mutually agreed upon institution. The employee shall notify the business office of amount of payroll deduction at any time during the year. New applications will be accepted on a monthly basis.
4. Teachers shall receive their final checks on the last working day in June.
5. The Board shall provide the Association with a complete line item budget for the next fiscal year.

**B. Secretaries**

All secretaries will have a twelve (12) month contract salary from July 1 through June 30, in accordance with service credit as set forth in secretaries' salary guide.

**C. Custodians**

1. Custodians will have a twelve (12) month contract, from July 1 through June 30 in accordance with service credit as set forth in the custodians' salary guide.
2. When a regular payday falls on a Friday, custodians working the evening shift on that Friday will receive their paychecks at the end of their evening shift the prior Thursday.
3. The Board shall require all custodial/maintenance personnel to have or attempt to obtain a Black Seal license within one (1) year of the signing of this Agreement. The Board agrees to pay the full cost of the course and course materials. Failure to obtain this license may result in revised work schedules in order to provide appropriate coverage when the school facilities are open.

**D. Teacher Aides**

Salaries, compensation, hours shall be as per attached salary guide.

**E. All Employee Groups**

Employees will be paid twice each month in installments equal to their total salary divided by twice the number of months in their contract. Regular pay days shall be the fifteenth (15th) and thirtieth (30<sup>th</sup>) of each month. When a regular payday falls on or during an employee's holiday, vacation, or weekend, they shall receive their pay on the last work day before the holiday, vacation, or weekend.

**ARTICLE VI - TEACHER FACILITIES**

- A. Each school shall have the following facilities where practical and physically permissible:
1. Space in each classroom in which teachers may store instructional materials and supplies.
  2. A teacher work area for the preparation of instructional materials.
  3. In addition to the aforementioned teacher work area, furnished air conditioned rooms shall be reserved for the exclusive use of the staff during normal school hours as a lounge. Although the staff shall be expected to care in maintaining the appearance and cleanliness of the lounge, it shall be regularly cleaned by the school's custodial staff.
  4. Serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.

5. Suitable space, with lock and key, for each teacher to store personal articles.
  6. Copies and manuals exclusively for each teacher's use of all texts used in each of the courses he is to teach.
  7. Adequate chalkboard space in every classroom.
  8. A complete and unabridged dictionary in every classroom.
  9. Space shall be provided for private conferences when necessary.
- B. An appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work, providing rooms are available, to permit the effective discharge of their responsibilities to the pupils. Such teachers shall also be assigned a desk, locker, or other equivalent facility to store materials and supplies for their personal use in each school providing such facilities are available.
- C. Association Use of School Facilities - The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings outside work hours with the prior approval of the superintendent.

## **ARTICLE VII - SICK LEAVE**

### **A. Teachers**

1. All full time teachers employed shall be entitled to ten (10) days sick leave each school year. Part time teachers shall be given a pro-rated portion of the ten (10) sick days. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. All personnel must sign a leave form stating the reason(s) for each absence, and these leave forms shall be filed with the Superintendent's office.
3. Unusual absences or a consistent pattern of absences by any employee shall be reported to the Board of Education as a special item.
4. After five (5) consecutive days of absence due to personal illness, a physician's certificate must be presented to the Board Secretary upon resumption of duties.
5. **During contract year 2012-2013, two (2) family illness days, which do not accumulate as sick leave, shall be granted. Effective July 1, 2013 three (3) family illness days, which do not accumulate as sick leave, shall be granted each year.**
6. Payment for Unused Sick Leave - All teachers who have completed fifteen (15) years of continuous service in the Absecon Schools, including any Board approved leave of absence, who retire according to the provisions of the Pension and Annuity Fund, including deferred retirements, shall be paid for all accumulated unused sick leave days up to 200 days at the following rate of \$90.00 day to a maximum of 200 days.

Teachers shall notify the Board twelve (12) months in advance of their retirement date, and shall receive such payment within thirty (30) days of their effective retirement date. If such twelve (12) month notice is not given, such payment shall be deferred until one (1) year later.

If the teacher should die prior to retirement; has fifteen (15) years continuous service in the Absecon Schools, including any Board approved leave of absence, and is entitled to such payment; then such payment shall be made to the teacher's beneficiary. If the teacher should die after retirement and prior to receiving such payment; then such payment shall be made to the teacher's beneficiary.

## **B. Secretaries**

1. As of July 1 of each year, all secretaries employed shall be entitled to one (1) day sick leave for each month of full or partial contracted service. Unused sick leave days shall be accumulated from year to year with no maximum limit. Employees shall be given a written account of accumulated sick leave days no later than September 1 of each school year.
2. Payment for unused sick leave shall be provided under the same terms and procedures as for teaching staff members, with payment of \$65.00 per day to a maximum of 240 days.
3. **During contract year 2012-2013, two (2) family illness days, which do not accumulate as sick leave, shall be granted. Effective July 1, 2013 three (3) family illness days, which do not accumulate as sick leave, shall be granted each year.**

## **C. Custodians**

1. As of July 1 of each year, each custodian employed shall be entitled to one (1) days leave for each month of full or partial contracted service. Unused sick leave shall be accumulated from year to year, with no maximum limit.
2. Payment for Unused Sick Leave  
All full time custodians who have completed fifteen (15) years of continuous service in the Absecon Schools, including any Board approved leave of absence, who retire according to the provisions of the Pension and annuity Fund (in order to receive immediate benefits, not a "deferred retirement") with payment of \$65.00 per day to a maximum of 240 days.

Custodians shall notify the Board twelve (12) months in advance of their retirement date and shall receive such payment within thirty (30) days of their effective retirement date. If such twelve (12) month notice is not given, such payment shall be deferred until one (1) year later. If the employee should die after retirement and prior to receiving such payment, then such payment shall be made to the employee's beneficiary.

3. **During contract year 2012-2013, two (2) family illness days, which do not accumulate as sick leave, shall be granted. Effective July 1, 2013 three (3) family illness days, which do not accumulate as sick leave, shall be granted each year.**

## **D. Teacher Aides**

1. Teacher aides will be granted ten (10) sick days which may be accumulated from year to year.
2. **During contract year 2012-2013, two (2) family illness days, which do not accumulate as sick leave, shall be granted. Effective July 1, 2013 three (3) family illness days, which do not accumulate as sick leave, shall be granted each year.**
3. All teacher aides who have completed fifteen (15) years of service will receive payment for unused sick leave upon retirement a rate of **\$65.00** per day to a maximum of 240 days.

## ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

### A. Teachers

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year providing the Superintendent has been given prior notice:

1. Two (2) days leave of absence for personal, legal business, household or family matters which require absence during school hours. **Effective July 1, 2014, three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours shall be granted.** Application to the teacher's principal or other immediate superior for personal leave shall be made as soon as possible. A personal day request for a day immediately preceding or following a holiday will be subject to the approval of the superintendent. The personal days not used during the school year will be added to such individual's accumulated sick leave the following year and shall be accruable.
2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature. A brief summary of the observation shall be submitted to the Superintendent.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend, providing that the court appearance or legal proceeding in no way involves the moral turpitude of the teacher.
4. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, **step-parent, step-child(ren)** and any other member of the immediate household. In the event of the death of a teacher or student in the Absecon School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral. One (1) day shall be granted in the event of the death of an aunt, uncle, niece or nephew.
5. Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay less any pay which he receives from the State or Federal Government for a period not to exceed two (2) weeks.
6. Other leaves of absence with or without pay may be granted by the Board of Education upon the recommendation of the Superintendent. Leaves taken pursuant to Section A shall be in addition to any sick leave to which the teacher is entitled.

### B. Secretaries

1. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, **step-parent, step-child(ren)** and any other member of the immediate household. In the event of the death of a teacher or student in the Absecon School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral. One (1) day shall be granted in the event of the death of an aunt, uncle, niece or nephew.



2. Other leaves of absence, with or without pay, may be granted by the Board of Education upon the recommendation of the Superintendent.
3. With the approval of both the immediate supervisor and superintendent, secretaries will be given time off for travel and attendance at up to two (2) seminars/symposia per year, sponsored by the State association. Requests for such time off will be made as soon as announcements of such events are received by the Association.
4. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. **Effective July 1, 2014, four (4) days leave of absence for personal, legal business, household or family matters which require absence during school hours shall be granted.** Notification to the secretary's immediate supervisor shall be given twenty-four (24) hours prior to the request except in cases of emergency. The personal day, if not used, will be added to the accumulated sick leave. In addition, one (1) personal leave day may be provided, for extenuating circumstance, at the sole discretion of the superintendent.
5. Secretaries called for jury duty shall suffer no loss of pay for time required to serve on jury duty provided they report back to work for the remainder of their scheduled shift when they would be able to complete at least two (2) hours of work after allowing reasonable travel time to return.

#### C. Custodians

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during normal working hours. **Effective July 1, 2014, four (4) days leave of absence for personal, legal business, household or family matters which require absence during school hours shall be granted.** Notification to the administrator shall be given at least twenty-four (24) hours in advance.
2. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, **step-parent, step-child(ren)** and any other member of the immediate household. In the event of the death of a teacher or student in the Absecon School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral. One (1) day shall be granted in the event of the death of an aunt, uncle, niece or nephew.
3. Other leaves of absence, with or without pay, may be granted by the Board of Education upon the recommendation of the Superintendent.
4. Custodians called for jury duty shall suffer no loss of pay for time required to serve on jury duty provided they report back to work for the remainder of their scheduled shift when they would be able to complete at least two (2) hours of work after allowing reasonable travel time to return.

#### D. Teacher Aides

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. **Effective July 1, 2014, three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours shall be granted.** Notification to the classroom teacher aide's immediate supervisor shall be given twenty-four (24) hours prior to the request, except in cases of emergency. Personal days, if not used, will be added to accumulated sick leave.

2. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, **step-parent, step-child(ren)** and any other member of the immediate household. In the event of the death of a teacher or student in the Absecon School District, the Principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral. One (1) day shall be granted in the event of the death of an aunt, uncle, niece or nephew.
3. Aides called for jury duty shall suffer no loss of pay for time required to serve on jury duty provided they report back to work for the remainder of their scheduled shift when they would be able to complete at least two (2) hours of work after allowing reasonable travel time to return.
4. Other leaves of absence, with or without pay, may be granted by the Board of Education upon the recommendation of the Superintendent.

## **ARTICLE IX - EXTENDED LEAVES OF ABSENCE**

- A. The Board agrees that up to one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) full year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay shall be granted to any teacher who is inducted in any branch of the Armed Forces of the United States for the period of said induction.
- D. Disability Due to Pregnancy:
  1. A teacher shall notify the superintendent of her pregnancy at least three (3) months prior to due date. The teacher may request a maternity leave and the leave shall commence on the date recommended by the attending physician and shall terminate when the attending physician has certified the teacher physically capable of returning to full time employment.
  2. Pregnant teachers who are medically disabled are entitled to sick leave utilization in accordance with "N.J.S.A. 18A:30-1 et seq."
  3. Any teacher granted a maternity leave shall, at her request, be restored to the exact same teacher position, subject, area, and grade level vacated at the commencement of the leave insofar as possible at the time the request is made.
- E. Child Rearing:
  1. In the interest of ample planning time for educational continuity of in the classroom, requests for child rearing leave shall normally be made prior to leaving on pregnancy disability unless unusual circumstances exist.
  2. Upon request, the Board shall grant an extended leave of absence, without pay and without sick leave benefits, to include the present school year and may be extended to include one (1) additional full academic year.

3. If an additional full academic year is taken, the teacher shall not advance on the salary schedule.
  4. Teachers requesting an additional year of leave shall do so by April 1 of the year of their initial leave, or at the commencement of that initial leave, whichever comes later. Teachers receiving an additional year of leave shall notify the Board of Education of their intent to return to the district at the end of their approved leave by April 1 of the last year of that leave.
- F. Any teacher adopting an infant child shall be eligible for a leave as provided for in Section E of this article.
- G. Other leaves of absence without pay may be granted by the Board for good reason.
- H. Upon Return from Leave
1. As granted pursuant to Section "B", "C", or "D", of the article, a teacher shall be considered as actively employed by the Board during the leave and placed on the salary schedule at the level that would have been achieved, provided however, that time spent on leaves of absence shall not count toward the acquisition of tenure. An employee shall not receive increment credit for time spent on leaves of absence granted pursuant to section "A", "E", or "G" of this article nor shall time count toward the acquisition of tenure.
  2. All benefits the teacher was entitled to at the time a leave of absence commenced including unused accumulated sick leave and credit toward sabbatical eligibility shall be restored upon return and the teacher shall be assigned to the same position held prior to the leave of absence, if available, or to a substantially equivalent position pursuant to Section "A", "B", "E", "F", and "G" of this article.
- I. All extensions or renewals of leaves shall be applied for and answered in writing. Teachers on a leave without pay under this article shall notify the Board of Education of their intent to return to the district at the end of their approved leave by April 1 of the last year of that leave.
- J. Extended Personal Leave: An extended leave for personal reason of one (1) school year (September to June) without pay or paid benefits shall be granted to no more than two (2) teachers per year under the following conditions:
1. The teacher must have at least seven (7) consecutive years of service in the district including any Board approved leaves.
  2. If more than two (2) applications are received, leaves shall be granted to the two (2) applicants with the longest continuous years of service in the district.
  3. All benefits to which a teacher was entitled at the time his/her leave commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return. Credit for advancement on the guide shall not be earned while the teacher is on leave.

#### **ARTICLE X - SABBATICAL LEAVES (Teachers)**

- A. A sabbatical leave of no more than one school year during the term of employment in the Absecon School System, shall be granted a teacher by the Board of Education for full time study in an approved graduate program in the field of education, including study in another area of educational specialization, subject to the following conditions:

1. Sabbatical leave may be granted to a maximum of two (2) persons at a time.
2. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the superintendent, no later than the first school day of September. Action must be taken on all such requests no later than the last school day in September preceding the school year for which the sabbatical leave is requested.
3. The teacher must have completed at least seven (7) consecutive full years of service in Absecon School District prior to the sabbatical leave.
4. A teacher on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty.
5. Upon return from sabbatical leave, a teacher shall be placed on the same salary step as that of the sabbatical year.
6. Before beginning a sabbatical leave, a teacher shall execute a promissory note drawn between the employee and the Board in the amount of the salary monies to be received from the Board during the period of the leave. Said note shall be payable on demand of the Board should the teacher fail to remain in the employ of the Board for a period of two (2) consecutive years following the termination of sabbatical leave.
7. If for any reason a teacher on sabbatical leave does not continue in the program of study as described in the application, said teacher shall notify the superintendent in writing within ten (10) days of the discontinuance, and must return to full employment within thirty (30) days of the discontinuance.
8. The sabbatical leave must result in the granting of an advanced degree in the field of education from an accredited university or college within two (2) years from the first effective date of the sabbatical. Failure to obtain the advanced degree will result in the repayment of all salary monies paid during the sabbatical leave as executed in the promissory note referred to in A-6 above.

#### **ARTICLE XI - INSURANCE PROTECTION**

- A. The Board shall bear the full cost of medical insurance for all full time employees and their eligible dependents when the employee is hired **except as defined in PL 2011c78**. A full time employee is one who works more than thirty (30) hours each week exclusive of lunch.
- B. Upon ratification of this contract all full-time employees shall be enrolled only in the Direct Access Medical Plan.
- C. The Board of Education shall maintain the equal or better benefits in the event of a carrier change.
- D. In the event of a carrier change, the Board shall provide a minimum of three months notice to all employees.

- E. The Board shall provide a prescription drug plan to all full time employees and dependents that are eligible for medical benefits under Part A above. The plan will be mutually agreed upon by the Association and the Board. The co-payment amounts shall be:
  - \$ 10.00 Generic
  - \$ 20.00 Brand Name
  - \$ 0.00 mail order
- F. Dental Plan
 

The Board, in consultation with the Association, shall provide dental coverage with orthodontic to all full time employees and dependents that are eligible for medical benefits under Part A above.
- G. The full cost of the prescription and dental plans will be borne by the Board through the duration of this contract. The cap on the annual cost of both these plans to the Board at the end of this contract will be equal to the total paid for both by the Board in the last year of this contract.
- H. It shall be the responsibility of the employee to apply for such benefits.
- I. Continuation of health insurance during unpaid leaves of absence - Teachers on unpaid leaves of absence may continue to participate in the district's health insurance programs at no cost to the Board when permitted by law and the insurance carrier. The teacher must prearrange with the board secretary a suitable payment schedule to cover the cost of the desired insurance.
- J. Effective July 1, 2010, under the current Section 125 Plan maintained by the Board, employees who are otherwise eligible for medical insurance may participate in an opt-out program. Employees who wish to participate must complete a "Benefit Waiver Form" during annual open-enrollment period, sign, and deliver to the benefits office. Only those employees who can submit proof of other coverage are eligible to participate.

Eligible employees who participate in the opt-out program shall be entitled to an annual payment of:

FAMILY TIER	MEDICAL/PRESCRIPTION
Single	\$2,500
Employee/Child(ren)	\$3,500
Employee/Spouse	\$4,500
Family	\$5,500

The payment shall be made in two equal payments – one half in the December 15<sup>th</sup> pay and the other half in the June 15<sup>th</sup> pay. If an employee participating in the opt-out programs leaves the employ of the district prior to the end of the school year, he/she shall receive his/her pro-rated portion of the payment.

**ARTICLE XII - DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees, dues for the Absecon Education Association, the Atlantic County Educational Association, the New Jersey Education Association, and the National Education Association, when said employee individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233 Public Law of 1969 (N.J.S.A. 52:14 - 15.9e) and under rules established by the State Department of Education. Authorized deductions, together with records of any corrections shall be transmitted to the treasurer of the Absecon Education Association by the 15th of each month following the monthly pay period in

which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the appropriate forms provided.

- B. All reasonable effort will be made by the Board to send payments to the institution within forty-eight (48) hours of the pay day.
- C. If an employee does not become a member of the Association during any membership year, which is covered in whole or in part by this Agreement, said, employee will be required to pay a representative fee to the Association for that membership year. At the onset 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/fee payers will be determined by an impartial arbitrator in accordance with the law.

### **ARTICLE XIII - WORK YEAR/WORK DAY**

#### **A. Teachers**

- 1. The in-school work year for teachers shall not exceed the total number of student days plus up to a maximum of five (5) days either immediately preceding, during, or following the student days; but excluding vacation and holidays. Newly hired teachers shall work two (2) additional work days, prior to the beginning of the school year, for orientation.
- 2. Parent Conferences  
There will be one (1) full day conference and two (2) half-days (both held in the evening) for parent conferences each year for the duration of this contract.
- 3. The required work day for all teachers shall consist of six (6) hours and fifty (50) minutes starting no earlier than 7:45 a.m. Effective July 1, 2010, the required work day for all teachers shall consist of six (6) hours and fifty-five (55) minutes starting no earlier than 7:45 a.m.

#### **B. Secretaries**

- 1. All secretaries shall work a seven (7) hour work day, not to include lunch. All days worked shall be in accordance with the school calendar.
- 2. When additional work hours are required, the secretary normally assigned to that position shall be given the opportunity to work.
- 3. Summer hours from July 1 to August 31 will be four (4) hours per day excepting the last ten (10) August working days which shall be seven (7) hours per day exclusive of lunch. Should Labor Day fall in the second week of September, the seven (7) hour work day would begin ten (10) work days prior to Labor Day.
- 4. Additional hours worked in the summer over and above the contractual work hours shall be paid per hour at the hourly rate in effect for the coming regular school year, not a rate prorated from the per diem summer pay in relation to the reduced summer hours.
- 5. All twelve (12) month employees shall be entitled to two (2) weeks vacation upon completion of one to nine years of service. Three (3) weeks vacation shall be granted upon completion of ten (10) full years of service. **Twenty (20) days shall be granted upon completion of twenty**

**(20) full years of service.** A secretary will be granted one year credit towards vacation time for each year in which twelve months are worked.

6. Pay at one and one half times the regular rate for hours worked in excess of 35 hours on the clock in any given week.
7. All overtime shall be rounded to the nearest quarter of an hour at the end of each pay period.
8. The employee working overtime may request compensatory time or salary for overtime worked. Dates of compensatory time to be agreed upon the employee and the immediate supervisor. Overtime salary will be computed using an hourly rate of pay. The hourly rate for full time secretaries will be determined by dividing the annual salary by 1700 hours. Any salary deduction necessary shall also be calculated using 1700 hours as the base for full time employees.
9. All secretaries shall leave with teachers on early dismissal and staff development days, **with the exception of evening conference days.**

### **C. Custodians**

1. The custodian will work an eight (8) hour day as determined by the superintendent, with one-half hour lunch during the eight (8) hour period.
2. For all hours worked in excess of forty (40) hours per week, the custodian shall be paid time and one-half, providing the superintendent or his designee has given prior approval for the additional work.
3. For all normal custodial and hourly work in excess of forty (40) hours per week, the custodians shall be compensated in accordance with the appropriate service credit as shown in the attached salary guide. All overtime shall be rounded to the nearest quarter of an hour at the end of each pay period. For purposes of overtime payment, the hourly rate will be determined by dividing the annual salary by 2,080 hours.
4. One custodian will be assigned the responsibility for assisting in the community use of the facilities as scheduled by the Business Administrator. This custodian will open/close the facility, clean the area used by community, and secure all doors prior to leaving the building. The salary for this work will be in accordance with the terms of this Agreement.
5. Custodians will be paid a minimum of one (1) hour at the over time rate of time plus one-half pay for an emergency call in when the time to resolve the emergency is less than one hour. The custodian may leave as soon as the emergency is resolved. If the time worked exceeds one (1) hour, all hours worked will be paid at time and one half.
6. Each custodian shall be entitled to ten (10) working days vacation time after each full year of service for the previous year of service. After ten (10) full years of service, a total of fifteen (15) working days will be given and after twenty (20) full years of service, a total of twenty (20) working days will be given.
7. All vacations shall be scheduled by the administrator responsible for the maintenance program with preference given to seniority.

8. Holidays

The custodians shall be entitled to the following holidays annually unless school is in session:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veteran's Day	Washington's Birthday
Thanksgiving	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day

If a holiday is lost because school is in session or falls on a weekend, another day off will be granted in place of the lost holiday, which will be scheduled by the school business administrator.

- 9. Any part time custodial personnel will be paid at a rate determined by the experience and qualifications of the part time person.

**D. Teacher Aides**

- 1. Teacher aides will work a six (6) hour day according to a schedule established by the building principal. **Effective January 1, 2014, teacher aides will work a five (5) hour and fifty-five (55) minute day according to a schedule established by the building principal.**
  - a. **Effective January 1, 2014, two (2) teacher aides currently receiving benefits will work a six (6) hour day according to a schedule established by the building principal.**
- 2. Teacher aides shall be paid 1/182 of their annual salary for each day worked above 182 days per year.
- 3. If requested to work during early closing days, beyond four (4) hours, they will be granted compensatory time approved by the building principal.
- 4. Teacher aides will attend two (2) days of in service training.
- 5. Meetings will normally be scheduled during the **regular work day**. Any time required beyond the **regular work day** will be paid for.

**ARTICLE XIV - SENIORITY AND JOB SECURITY**

**SECRETARIES, AIDES, AND CUSTODIANS**

**A. Seniority**

- 1. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.



2. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the reverse order of district-wide seniority of all employees in the district in the category (Secretarial, Custodial/Maintenance, Aides). Any employee laid off shall remain on a recall roster for a period of two (2) years from the date of the layoff.
3. In the event that, within two (2) years of an employee's layoff, a vacancy occurs in the same line of work from which the employee was laid off, and covered by this Agreement, a laid off employee shall be entitled to a one time recall thereto in order of seniority.

## **B. Job Security**

After completion of one year of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause, following written notice of such reasons and a hearing before, and determination by, the Board of Education finding that such cause does, in fact, exist and is sufficient for such reduction in salary or dismissal. Should the employee not be satisfied by the determination of the Board, at his request, the matter shall be subject to the Grievance Procedure and arbitration in the same manner and to the same extent as is provided for arbitration of grievance by this Agreement or law. This language does not apply to the non-renewal of an annual contract to a non-tenured employee.

## **ARTICLE XV - MISCELLANEOUS PROVISIONS**

- A. If any provision of this agreement or application of this agreement to any employee or groups of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration shall be controlling.
- C. Copies of this agreement shall be provided by the Association and the Board within thirty (30) days after the agreement is signed and presented to all employees.
- D. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by written notice to the following people:
  1. If by Association, to the Board Secretary's office.
  2. If by Board, to the Association President.
- E. No grade or evaluation of a student shall be changed without first consulting the teacher involved. No class schedule of a student shall be changed without first consulting the teacher involved whenever possible.

- F. Criticism of a supervisor, administrator, board member, or employee by any member of the Board, the administration, or the staff shall be in confidence and not in the presence of students, parents, or in public gatherings.
- G. Teachers shall be notified of their contracts and salary status for the ensuing year no later than May 15th; contracts to be returned to the Board no later than June 1st.
- H. All teachers shall place their initials in the appropriate column of the faculty roster upon entering or leaving the building.
- I. Lunchroom coverage - Stipend for lunchroom coverage will be as per attached.
- J. Any employee required/requested to attend any meeting with parents, students, and/or administrators regarding problems, complaints and/or concerns about an employee's conduct, decision, action, etc., shall receive prior notice whenever possible of such meeting, the reason for such meeting and what parties will be present.

## **ARTICLE XVI – COLLEGE TUITION REIMBURSEMENT SCHEDULE**

The Board of Education encourages teachers to take additional college credits from regionally accredited institutions. A program of tuition reimbursement will be available to employees under the following criteria:

- A. All individual reimbursement payments for the school year will be made in the pay period following the successful completion of all applicants' spring semester course work. If the total number of all applicants' credits multiplied by the actual tuition rates (not to exceed No. 3 below) does not exceed the maximum total amount (see No. 2 below) full reimbursement for all earned credits will be made. If these full payments would exceed the maximum total amount, each applicant will then be paid a percentage of the maximum total amount equal to the individual's total credits divided by the total of all applicants' credits.
- B. The total cost will not exceed an annual amount established by the Board of Education. **Effective July 1, 2013, the total annual amount for all teachers is \$30,000 for the duration of this contract.** Any portion of this amount that is unused will not be carried over into the following year.
- C. The amount per credit hour reimbursed will not exceed the current graduate tuition rate for Richard Stockton College.
- D. A minimum grade of "B" must be achieved for any reimbursement.
- E. Courses must be appropriate for instructional responsibility as determined by the superintendent.
- F. All courses must have prior approval by the superintendent.
- G. Teachers must make application for superintendent's approval prior to the following dates to be considered for reimbursement:

July 1 for summer course work  
October 1 for fall semester course work  
February 1 for spring semester course work

- H. Each employee may submit for reimbursement of up to twelve (12) credits. Reimbursement for summer courses shall only be paid to teachers who are employed by the district in the fall following the summer in which the course was taken.
- I. Beginning July 1, 2010, salary adjustments shall be made effective September 1, October 1, and March 1 of each year. Such action by the Board shall be taken at the regular Board meeting prior to each of these dates, if the transcript is received two weeks prior to the Board meeting.

**Secretaries**

Secretaries shall have the same tuition reimbursement as teachers.

**Teacher Aides**

Tuition reimbursement may be granted at the sole discretion of the superintendent. The terms and conditions shall be as noted.

**ARTICLE XVII – SALARY GUIDES**

**A. Longevity Payment**

- 1. Teachers with 20 to 24 years of service in the district will receive 2.5% longevity increase based on the highest step salary of the salary column which the individual teacher is on.

Teachers with 25 to 29 years of service in the district will receive a 3.0% longevity increase based on the highest step salary on the salary column which the individual teacher is on.

Teachers with 30 or more years of service in the district will receive a 3.5% longevity increase based on the highest step salary on the salary column which the individual teacher is on.

- 2. Secretaries and custodians with 10 to 14 years of service in the district will receive 3.0% longevity increase based on the highest step on the salary guide.

Secretaries and custodians with 15 or more years of service in the district will receive 3.5% longevity increase based on the highest step on the salary guide.

- 3. Teacher Aides with 10 - 14 years of service in the district will receive 3% longevity increase based on the highest step salary on the salary column which the individual teacher aide is on.

Teacher Aides with 15 or more years of service in the district will receive 4% longevity increase based on the highest step salary on the salary guide.

- 4. All employees shall be paid longevity beginning the pay period immediately following their anniversary date.

**B. Credit of up to five (5) years shall be given to newly employed teachers for previous teaching experience or military service. Credit may be granted for private school experience.**

**C. An additional credit of five (5) years totaling up to ten (10) years may be granted at the discretion of the Superintendent. Credit may be granted for private school experience.**

- D. Teachers shall secure the approval of the Superintendent prior to taking credits they wish to have applied to the guide.
- E. All credits applied to the guide must be on a graduate level.
- F. All part-time certified teachers will be placed on the proper step of the salary guide based on years of experience and will move up one step annually. Salaries will be pro-rated based upon the hours worked by full-time teachers, exclusive of lunch.
- G. An employee hired prior to February 1 will receive credit for salary advancement in the next school year.

## TEACHER SALARY GUIDE

July 1, 2012 to June 30, 2015

Level	BA	BA+15	BA+30	MA	MA+15	MA+30
1	50,334	51,825	53,316	54,808	56,300	57,792
2	50,533	52,031	53,528	55,026	56,524	58,022
3	50,733	52,237	53,740	55,244	56,748	58,252
4	50,934	52,443	53,952	55,462	56,972	58,482
5	51,274	52,794	54,314	55,834	57,354	58,875
6	52,869	54,437	56,005	57,573	59,141	60,709
7	54,518	56,135	57,752	59,370	60,987	62,604
8	56,225	57,894	59,562	61,231	62,899	64,568
9	57,992	59,713	61,435	63,157	64,878	66,600
10	60,099	61,884	63,668	65,453	67,238	69,023
11	62,557	64,416	66,274	68,133	69,991	71,850
12	65,366	67,308	69,251	71,194	73,137	75,079
13	68,526	70,564	72,601	74,639	76,677	78,714
14	71,802	73,937	76,073	78,209	80,345	82,481
15	75,701	77,954	80,207	83,489	85,426	87,258

Guide stays the same for all except for Step 15: 2013-2014 moves up \$1,000;  
2014-2015 moves up an additional \$1,000

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## COMPENSATION FOR EXTRA CURRICULAR ACTIVITIES

July 1, 2012 – June 30, 2015

Advisors/Intramurals/ Inter-scholastics:	<b>\$ 1,800.00</b>
Summer School (Instruction)	\$40.00/hour
Summer School (Coordinator)	\$45.00/hour
Home and In-service Instruction	\$40.00/hour
<b>Summer School Aide</b>	<b>\$15.00/hour</b>

Intervention and Referral Services (I&RS) Committee Members not to exceed three (3) hours per month according to work level required.

1. The above positions will not accrue tenure and are appointed annually by the Board of Education upon the recommendation of the Superintendent.
2. Paid in service courses/workshops subject to Board Policy and approval by the Board of Education upon the recommendation of the Superintendent.

**SECRETARIES SALARY GUIDE**

July 1, 2012 to June 30, 2015

<u>Level</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	24,520	24,948	25,383
2	25,290	25,731	26,180
3	26,317	26,776	27,243
4	27,343	27,820	28,306
5	28,498	28,995	29,501
6	29,653	30,170	30,697
7	30,936	31,476	32,025
8	32,219	32,781	33,353
9	33,503	34,088	34,682
10	34,785	35,392	36,010

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**TEACHER AIDE SALARY GUIDE**

July 1, 2012 to June 30, 2015

<u>Level</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	15,801	16,077	16,357
2	16,356	16,641	16,932
3	16,913	17,208	17,508
4	17,607	17,914	18,227
5	18,301	18,620	18,945
6	18,995	19,326	19,664
7	19,689	20,033	20,382
8	20,522	20,880	21,244
9	21,355	21,728	22,107
10	22,327	22,717	23,133

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**CUSTODIANS SALARY GUIDE \***

July 1, 2012 to June 30, 2015

<u>Level</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	29,150	29,659	30,176
2	29,760	30,279	30,808
3	30,370	30,090	31,439
4	30,979	31,520	32,070
5	31,711	32,264	32,827
6	32,443	33,009	33,585
7	33,175	33,754	34,343
8	33,906	34,498	35,100
9	34,882	35,491	36,110
10	35,980	36,608	37,247
11	37,322	37,973	38,636
12	38,907	39,586	40,277

\* For those custodians holding a valid Black Seal license, an additional annual payment of \$250.00 will be made to each custodian.

**ARTICLE XVIII - DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2012 and continue in effect until June 30, 2015.

\_\_\_\_\_  
President, Absecon Education Association

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President, Absecon Board of Education

\_\_\_\_\_  
Secretary, Absecon Education Association

\_\_\_\_\_  
Secretary, Absecon Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date