

AGREEMENT

BETWEEN

THE JACKSON TOWNSHIP BOARD OF EDUCATION

AND

THE JACKSON EDUCATION ASSOCIATION

FOR THE PERIOD JULY 1, 2011 – JUNE 30, 2014

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PREAMBLE

This Agreement is entered into by and between the **Board of Education of Jackson, the Township of Jackson, New Jersey**, hereinafter called the “**Board**”, and the **Jackson 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 negotiation concerning grievances and terms and conditions of employment for all personnel under contract, with the **Jackson Board of Education**, including:

Certified Staff

Teachers (including summer school and evening school)
Guidance Counselors
Nurses
Learning Consultants
Social Workers
Speech Teachers
School Psychologists
Educational Media Specialists (Librarians)
Head Teachers (stipend position)
Athletic Trainer
OT/PT Therapists
Extended Kindergarten Child Care Program

2-Year Certified Support Staff

Educational Interpreter

Non-Certified Staff

School Secretaries
School Media Assistants
Paraprofessionals (including Para monitors)
Paraprofessional Interpreters for the Deaf
Certified Occupation Therapy Assistants (COTAS)
Extended Kindergarten Child Care Program

But Excluding

Superintendent
Assistant Superintendent
Board Secretary
Principals
Vice Principals
Directors (certified)
Coordinators (certified)
Supervisors (certified)
All Secretarial/Clerical Staff employed to work for the Central Office including
Secretaries in Transportation
Grant Employees (not otherwise employed by district)
Lunchroom Assistants
Per Diem Substitutes
All personnel represented by any other labor organizations

B. Definition of Employee

Unless otherwise indicated, the term “Employees” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined. The term teacher “applies” to certificated personnel listed above.

C. References to male employees include female employees and conversely.

D. References to “a husband and wife”, and/or “spouse” shall include civil union partner or domestic partner.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline

The parties agree to enter into collective negotiations over a successor agreement in accordance with **NJSA 34:13A-1 et seq.**, (Chapter 123 Public Laws of 1974) in a good-faith effort to reach agreement on matters concerning the terms and conditions of employment. The parties agree to exchange contract proposals through the Superintendent of Schools in accordance with the negotiation schedule established by PERC. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the **Board and the Association**.

B. Understanding

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

C. Modifications

This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. It is understood and agreed between the parties hereto that a grievance shall be defined as any dispute arising over the interpretation or application of any particular terms of this Agreement entered into between the **Jackson Township Board of Education** and the **Jackson Education Association**.
2. It is understood and agreed between the parties that Steps One (1) through Three (3) may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting an employee.
3. Any employee represented by the **Association** having such a grievance is under

obligation to follow proper procedures in an attempt to satisfy his grievance and in doing so, he shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting his grievance.

4. "Days" when used herein shall mean days when school is in session unless otherwise indicated. Failure by the **Board** or any Representative of the Board to meet the deadlines established in the grievance procedure shall allow the grievance to be automatically moved to the next level. Failure by the **Association** to meet the deadlines established in the grievance procedure shall cause the grievance to be waived.
5. Upon request by the aggrieved, the Supervisor, at Steps One (1) and Two (2) of this procedure, may hold a hearing at which the aggrieved may have an opportunity to orally support the written grievance.

B. Procedure

STEP ONE

Any employee having a grievance must first present his complaint, in writing, to the principal and the **Association** within thirty (30) calendar days of the date of the occurrences of the grievance specifying:

- the nature of the grievance
- the nature and extent of the injury
- loss or inconvenience
- the result of the previous discussions
- the relief sought

The principal shall then communicate his decision to the employee and the **Association**, in writing, within ten (10) days of the receipt of the written grievance.

STEP TWO

If, within five (5) days after receipt of the decision at Step One, the aggrieved person is not satisfied with the disposition of his grievance or if no decision has been rendered within ten (10) days after presenting the written grievance at Step One, the **Association** shall refer it to the Superintendent of Schools, in writing, specifying the individual's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days. The Superintendent of Schools shall communicate his decision, in writing, to the employee, the principal, and the **Association**.

STEP THREE

If the grievance is not resolved to the employee's satisfaction, he, no later than ten (10) days after receipt of the Superintendent's decision, or if no decision has been rendered within eleven (11) days after presenting the grievance to the Superintendent, may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who, within five (5) days, shall attach all related papers and forward the request to the Board of Education. **The Board**, or a committee thereof, shall review the grievance and shall, if requested, hold a hearing with the employee and render a decision, in writing, to the employee, and the **Association**, within thirty (30) calendar days of transmittal of the grievance to the **Board**.

STEP FOUR

a. If the decision of the **Board** does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he shall file a request, in writing, within ten (10) days that the **Association** submit the grievance to Arbitration. If the **Association** determines that the grievance is meritorious, it may file a request for arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) days after receipt of the request from the aggrieved. The rules and procedures of PERC shall be used in selecting the arbitrator, conducting hearings and transmitting awards.

b. The arbitrator shall limit himself to the issues submitted to him as well as the definition of grievance contained herein and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties or any policy of the Board of Education. The decision of the said arbitrator in connection with the said grievance as defined above shall be final and binding upon both parties for the duration of this agreement

c. The arbitrator shall also decide, in rendering a decision, which party has prevailed in the processing of the grievance. The party determined not to have prevailed shall pay two-thirds (2/3) of the arbitrator's full and reasonable expenses. The party determined to have prevailed by the arbitrator shall pay one-third (1/3) of the arbitrator's full and reasonable expenses.

C. Employee Representation

Any employee presenting such a grievance 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**.

D. Group Grievance

- 1.** Grievance affecting a group or class of employees limited to one (1) building will be initiated at the building principal level; those involving more than one (1) building will be initiated at the Superintendent's level by the **Association**.
- 2.** Group grievances will identify the approximate number of grievants and/or will identify the class of individuals (i.e., all second grade teachers, all high school teachers, all teachers assigned to a specified duty, all paraprofessionals, media specialists, secretaries, etc.).

E. Personnel Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

F. Exception to Time Limits

When a grievance is submitted on or after June first, time limits shall constitute weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

ARTICLE IV

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Evaluation of Students

The teacher will be given written notice if any administrator causes a student's assigned grade to be changed. Notice will be sent or given to the teacher within seven (7) days of the grade change.

C. Association Identification

No employee shall be prevented from wearing lapel pins as identification of membership in the **Association** or its affiliates.

D. Just Cause

No employee shall be reprimanded or disciplined without being progressive in nature and just cause. Grievances involving reprimands or discipline shall not be arbitrable, if the dispute replaces or is inconsistent with an alternate statutory appeal procedure applicable to employees under tenure.

E. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent's Office concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining hereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the **Association** present to advise him and represent him during such meeting or interview.

F. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September thirtieth of each school year.

G. The **Board has a right to assign Teaching and Non-Teaching duties. However, proposed new rules or modification of existing rules governing working conditions shall be negotiated pursuant to **NJSA 34:13A-1 et seq.** teaching duties shall be consistent with the individual's area(s) of certifications.**

H. Employees shall not be required to use their personal car for transporting students.

I. Whenever possible, meetings between **Association representatives and administrators will be scheduled in advance and the Party requesting the meeting will give advance written notice including the reason for such meeting.**

J. Jury Duty

Employees keep mileage and reimburse the **Board** for jury pay.

K. Any suspension of an employee pending charges shall be with pay.

L. Reprimands

No employee shall be reprimanded in the presence of a student, member of the public or other member of the district's staff by any administrator without justifiable, substantive reasons.

ARTICLE V

TEACHER WORK YEAR

A. Ten-Month Personnel

The in-school work year for teachers employed on a ten (10) month basis shall be one hundred eighty-four (184) days other than new personnel who may be required to attend one (1) additional day of orientation.

B. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

C. Per Diem Calculation

When a teacher has used all accumulated leaves available, he will be docked one (1) divided by (days agreed to work) for each day of continued absences.

D. Inclement Weather

Employees' attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VI

TEACHING HOURS, TEACHING LOAD, AND PREPARATION TIME

A. Teacher Day

1. Check in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes.

2. Length of the Day

The teachers' in-school workday shall not exceed the following number of continuous hours, except on parent conference days that fall on single session days (days of approximately four (4) hours):

High Schools	Seven and one-quarter hours (7 ¼ hours)
Middle Schools	Seven and one-quarter hours (7 ¼ hours) Or Six and three-quarter hours (6 ¾ hours) if a sixth grade school
Elementary Schools	Six and three-quarter hours (6 ¾ hours)

On Fridays and days preceding school holidays, the teachers' in-school work day shall end at the close of the student day only if all assigned duties have been completed in a satisfactory manner. This attendance exception shall not apply if extenuating circumstances occur on such Fridays or days preceding school holidays which, in the judgment of the building administrator, requires teacher attendance, (i.e., emergencies, etc).

The end of the workday for teachers who teach in more than one (1) school shall be the closing time of the school that began their day.

3. Summer School

The teacher in-school workday shall not exceed four (4) hours and thirty (30) minutes of which four (4) hours will be instructional time.

B. Teaching Load

1. High Schools

The daily maximum teaching load in the high school shall be six (6) teaching periods and shall not exceed 4 hours, 40 minutes of instructional contact per day. Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall be considered a teaching period for the purpose of this Article.

2. Middle Schools

The daily maximum teaching load in the middle school shall be six (6) teaching periods and shall not exceed 4 hours, 48 minutes of instructional contact per day. Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall be considered a teaching period for the purpose of this Article.

3. Elementary Schools

The daily teaching load in the elementary schools shall not exceed five hours, 48 minutes of instructional contact.

4. Continuous Teaching in Secondary Schools

Secondary teachers shall not be required to teach continuously for a full period more than three (3) periods nor more than two (2) double periods where double periods are used, where possible.

5. Continuous Teaching in Elementary Schools

Where possible, elementary teachers shall not be required to teach continuously for more than two hours, 50 minutes.

C. Lunch Periods

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period at least equal to the duration of students' lunch period.

2. Leaving the Building

Employees may leave the building during their scheduled duty-free lunch periods provided each employee indicates his/her departure by placing a check mark in the appropriate column of the faculty "sign-out" roster. Employees shall also place a check in the appropriate column of the "sign-in" roster upon their return from lunch.

3. Elementary Lunch Room Duty

Teachers are entitled to two duty-free periods per day. Any additional unscheduled time may be assigned at the discretion of the Administration. A rotating schedule shall be developed by the Administration to ensure that no one staff member is constantly being utilized.

D. Meeting

1. Faculty and Other

Teachers may be required to arrive before or remain after the normal work day for a total of two (2) hours per month for required meetings; such meetings shall not be held on more than two (2) days per month. Morning and afternoon meetings will not be required on the same day for the same teachers.

2. Professional Development Meetings:

Elementary teachers may be required to arrive before or remain after the normal workday for a total of 40 minutes additional per month for required professional development; such meetings shall not be held on more than 2 days per month not to exceed the total of 40 minutes. Morning and afternoon meetings will not be required on the same day for the same teachers.

3. Prior to/or After Holidays and Weekends

Meetings which take place after the regular student day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day on which teacher attendance is not required at school except in the case of an emergency. Meetings held before school shall not be held on Mondays or any day immediately following a holiday.

4. Notice and Agenda

The notice or agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for this agenda. The agenda can be added to or deleted from prior to the meeting.

5. Teachers may be required to attend up to two (2) evening meetings per year without a shortened work day for school related functions such as back-to-school night, recitals, and parent-teacher meetings. Required evening assignments will be made (in writing or

posted) two (2) weeks in advance. None of these meetings shall require a teacher to be present more than three (3) hours.

6. All child study team members' workday will be of equal duration to the teacher's day in the school to which they are normally assigned. If child study team members are required by administration to attend before or after school meetings, they shall be compensated on an hourly basis as per **Schedule E., Tutorial and Bedside Instruction**. In lieu of payment on an hourly basis, the administrator (in his discretion) may provide compensatory time. There will be no night meetings on Friday or before holidays unless scheduled by the child study team involved in the meeting. Compensatory time will be equal to the meeting time. Mileage will be reimbursed.

E. Preparation Time

1. **High School Teachers** shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties. The aforementioned statement shall apply to full session days only.

Effective September 2003, High School teachers may be assigned one forty-minute duty period per week with a corresponding reduction from current levels of preparation time. Standards for such assignments shall be jointly developed and agreed upon by the parties.

Teachers who volunteer for class coverage during an assigned professional period shall be compensated at the prevailing tutorial rate (per period).

2. **Middle School Teachers** shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties. The aforementioned statement shall apply to full session days only.

Teachers who volunteer for class coverage during an assigned professional period shall be compensated at the prevailing tutorial rate (per period).

3. **Elementary Teachers** shall, in addition to their lunch period, have a daily preparation time at least the length of one regular student period, during which they shall not be assigned to any other duties. If a classroom teacher loses professional released time as the direct result of the inability of the **Board** to provide substitute coverage for the full day absence of an art, music, physical education, librarian, computer teacher or any other teacher specialist said classroom teacher shall be reimbursed at the prevailing per hours (per period) tutorial rate. Any loss of released time because of field trips for elementary teachers does not qualify for reimbursement. Such professional released time shall constitute a period of at least thirty (30) consecutive minutes. Further, it is agreed by the parties that they will attempt to establish a mutually acceptable "pool system" for preparation coverage.

4. During the time provided in **Section E. 1, 2 and 3** above, teachers shall be available for: Conference with child study team members, teacher evaluation conference, and parent conferences.

5. **Emergency Substitution**

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. Any such assignments shall

be restricted to emergency situations only.

F. Class Size

The **Board** agrees to continue its efforts to keep class size at an acceptable number, as determined by the Board, dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers, and the best interest of the District as being administratively feasible. It is agreed that the recommendations of the State Department of Education concerning class size shall be considered.

ARTICLE VII

SALARIES

A. Salary Schedule

The salaries for all employees covered by the Agreement are set forth in **Schedules**, which are attached hereto and made a part hereof.

B. Extra-Curricular Schedules

Stipends for all extra-curricular positions are set forth in **Schedule E**, which is attached hereto and made a part hereof.

C. Coach Schedules

Stipends for all extra-curricular positions are set forth in **Schedule E**, which is attached hereto and made a part hereof.

D. Tutorial and Bedside Instructors

2011-2014	\$ 49 per hour
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E. Summer School

All summer school teachers will be paid at the rate of \$5834 for a six-week session for each year of the contract.

All summer child study teamwork shall be posted and offered to district employees first. The length of time required will be determined by the number of pending cases. Compensation shall be pursuant to the prevailing summer school pay schedule.

F. Saturday School

Saturday school instructors will be paid \$226 per day in 2011-2014.

G. Enrichment Teacher-Before or After School and Basic Skills Teacher-Before or After School

Enrichment and Basic Skills Teachers, for two hours per week will be paid \$4689 per school year for the duration of this Agreement.

H. Notification of Contract and Salary

All certified employees shall be notified of their contract and salary status for the ensuing year

no later than May 15.

I. Method of Payment

1. Ten (10) Month

All employees employed on a ten-month basis shall be paid in equal bi-weekly installments.

2. Exceptions

When a pay falls on or during a school holiday, vacation or weekend, all employees shall receive their paychecks on the last previous working day.

3. Final Pay

All employees shall receive their final pay on their last working day in June.

4. Twelve (12) Month

Employees shall have the option of a continuous 12-month payment schedule exercising the same bi-weekly receipt of payment.

5. Coaching Stipends

Coaching stipends will be paid after the season is completed.

6. Extra-Curricular and Co-Curricular Stipends

All stipends shall be paid as two (2) equal payments, during the months of December and June.

J. Expenses

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the NJ OMB rate.

K. Vouchers

Vouchers for amounts in excess of ten dollars (\$10.00) shall be submitted to the Principal for transmittal to the Board Secretary. Expenses in amounts less than ten dollars (\$10.00) will be accumulated by the individual and submitted, as above, when the accumulated amounts exceed ten dollars (\$10.00) or at the end of the school year, whichever is sooner. Vouchers shall be paid within forty-five (45) calendar days from the date of submission.

L. Guidance Counselors and Child Study Team Rate of Pay

Guidance counselors and members of the Child Study Team will work the same number of days as teachers. Any additional days from September 1st to June 30th will be paid at their per diem rate as determined by their salary. From July 1st until August 31st, the rate of pay will be at the summer school rate.

M. To be eligible for placement in the appropriate column of the salary guide higher than **BA** level, advanced degrees and additional credits must be earned at a duly authorized institution of higher education, as defined in New Jersey education statutes and regulations. Additional credits may so be earned through the district in-house credit program.

ARTICLE VIII

TEACHER ASSIGNMENT

A. Notifications

1. Date for Presently Employed Teachers

All teachers shall be given a tentative written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15, or one (1) week prior to the close of school, whichever is sooner.

2. Revisions

In the event that changes in such schedules, class, and/or subject assignments, building assignments, or room assignments are proposed after June 15th, the teacher affected shall be notified promptly, in writing.

3. Transfers

Teachers notified during the summer months, between the end of the school year to August 31, of an involuntary transfer out of the building in which they worked will be compensated \$100 for the time spent in district packing, unpacking, and preparing their classrooms.

ARTICLE IX

PROMOTIONS AND VACANCIES

A. Definitions

1. Promotional vacancies to be posted shall include positions paying a salary differential and/or positions on the administrative or supervisory levels.

2. Other vacancies to be posted shall include:

- a. Extra-curricular positions for which a stipend is paid, except where the incumbent is to be re-appointed
- b. Resource Room
- c. Compensatory Education
- d. Speech
- e. Reading Specialist
- f. Media Specialist
- g. Chapter One Teacher
- h. Learning Consultant
- i. Child Study Team
- j. Guidance Counselors
- k. Vacancies in all positions which occur during the school year and which are to be

continued during the next subsequent year.

3. Extra and Co-Curricular Positions

Extra and co-curricular positions will be posted district-wide, and all teachers shall be eligible to apply for said positions.

B. Posting Procedure

1. A notice of promotional vacancies as defined in this article shall be posted in each school for a period of not less than seven (7) business days prior to the final date for submission of applications.
2. A copy of such postings shall be forwarded to the Association office at the time of posting, including vacancies which occur when school is not in session.
3. On or before June first (1) of each year, a listing of known vacancies for the following school year shall be posted in each school and a copy forwarded to the Association office.
4. Position postings shall clearly set forth the qualifications, duties and rate of compensation for the position.
5. Candidates shall submit applications, online when possible, including resume if requested, to the Director of Personnel in accordance with specified time limits, which shall be acknowledged in writing.

C. Promotions and Vacancies

Openings in the following positions which occur during the school year will be posted in accordance with the provisions of **Section B. 1** above; Resource room, compensatory education, speech, reading, media, Chapter I, L.C., child study team and guidance counselors. All other vacancies occurring during the school year will be reposted in June for September 1st filling.

ARTICLE X

TEACHER EVALUATION

A. General Criteria

1. Open Evaluation

All formal observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Evaluation by Certified Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

Employees shall have a conference with their evaluator within 10 school days of the classroom visit.

3. Copies of Evaluation

Employees shall be given a copy of any class visit or evaluation report prepared by his evaluator at least one day before any final conference to discuss it. No such report shall

be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the teacher. No employee shall be required to sign a blank or incomplete evaluation form.

B. Personnel Records

1. File

All employees shall have the right, by appointment, to review the contents of their personnel file and to receive copies at Board expense of any documents contained therein. All employees shall be entitled to have a representative of the Association accompany them during such review.

2. Derogatory Material

Employees shall be given copies of all items to be placed in their file. The employee shall acknowledge that he has had the opportunity to see such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be attached to the file copy.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

1. Death in the Family

Employees shall be granted up to five (5) days per occurrence in the event of death of an employee'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, grandchildren and any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an employee's relative outside the employees' immediate family as defined above. Additional days may be granted for special circumstances per Superintendent's approval. The above days may not be split when school is closed for four (4) or more consecutive days. Employees may defer one or more days to attend memorial services.

2. Sick Leave - Summer School

All summer school personnel shall be granted one non-accumulative sick day per six-week session.

3. Emergency Sick Leave

When an emergency arises whereby an employee is required to use sick days beyond his accumulated limit, it is understood and agreed between the parties that the Board, at its sole discretion, may, and if it so desires, provide additional sick days. Other leaves of absence with pay may be granted by the Board for good reason.

4. Personal Leave Days

All full time employees are permitted three (3) days' absence with pay, per year for personal reasons.

Definition

Personal days will be defined as those days an employee will be absent during the school year, in which personal matters cannot be taken care of other than on school time (ie., house closing, drivers license, etc.). All requests for personal days must be submitted to the building principal for approval five (5) days in advance. Five (5) days' prior notification to the building principal will be waived only in emergency situations by the building principal, with the approval of the Superintendent's Office. Reasons for emergency absences must be stated. Reasons must be given when applying for a personal day to be taken on a Monday or Friday; on the day before or after a holiday; and after a person has used up his total accumulated sick days. Personal days may be used for Religious days.

5. Family Illness Days

For absence due to the serious illness of any relative in the employee's immediate family or a relative for whom one is responsible, employees shall be entitled to use their three personal days as family illness days each year. In the case of a serious family illness for an extended period of time, with medical documentation, the superintendent or his designee may allow an additional five (5) banked personal days to care for an immediate family member per year. Immediate family shall be considered to be the employee'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, grandchildren and any other members of the family unit living in the same household.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural Childbirth

Maternity leave for employees shall be granted in accordance with applicable state and federal laws and/or regulations of the Division of Civil Rights.

2. Any employee adopting a child shall, when requested, in writing, be granted leave in accordance with guidelines for natural childbirth.

3. Employees requesting a leave of absence for maternity leave shall submit the appropriate forms with required documentation.

B. Illness in Family

A leave of absence without pay up to one year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the **Board**.

C. Good Cause

Other leaves of absence without pay may be granted by the **Board** for good reason at the discretion of the **Board**.

D. Return from Leave (Benefits)

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

E. Extension and Renewals

All extensions, or renewals, of leaves shall be applied for, in writing when possible prior to **Board** approved return date, and shall be granted or denied in writing. Should there be a change in the return date if returning early notify Director of Personnel when possible prior to **Board** approved date of return.

ARTICLE XIII

SABBATICAL LEAVE

A. Application of Leave

Application of intent for sabbatical leave shall be made through the Principal to the Superintendent of Schools on or before November 1st of any year. Final date for submitting application shall be May first, which application must have been preceded by an application of intent, submitted on or before November 1st. If approved, such leave shall officially begin at the beginning of the school year in accordance with the official school calendar. The Superintendent is to be kept informed of status, monthly.

Application shall include a formal sabbatical leave request, and shall also include a program or itinerary to be followed by the professional during the period of the leave.

As a condition prerequisite to the granting of a leave, the professional shall agree to continue in the service of the Jackson School System for a period of at least two (2) years after the expiration of the sabbatical leave.

If a teacher fails to continue in service after such leave is granted, such teacher shall repay to Jackson Township Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such professional is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board of Education from this obligation.

B. Salary

The salary granted to a teacher on sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, less the regular deductions required by law, the Teacher's Pension Fund, and other deductions authorized by the professional. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Jackson School System.

C. Outside Employment

During the period of sabbatical leave of absence, personnel may not engage in any remunerative employment unless such employment is a continuation of a previously held part-time job or is associated with the college or university program of learning being taken as part of the sabbatical.

D. Status of Tenure and Pension

The period of sabbatical leave shall count toward retirement in accordance with the rules of the Division of Pensions. Tenure rights shall not be impaired and the professional shall advance the usual step on the salary guide.

E. Reinstatement

At the expiration of sabbatical leave, the professional shall be reinstated as a full-time employee in the area for which the professional is properly certified.

F. Final Report

The professional will submit a final written report to the Superintendent of Schools which will be reprinted and distributed to the Board of Education. The report will relate the ideas gained, and subsequent benefits expected therefore, and will be submitted not later than ninety (90) days after the beginning of the school year immediately following the sabbatical leave.

G. Number of Leaves Authorized

Not more than two percent (2%) of the personnel eligible under this policy may be granted sabbatical leave for the same year. In granting such leaves of absence, due consideration shall be given to reasonable and equitable distribution of the applicants among the different schools and departments.

In the event more than two percent (2%) of the eligible personnel of the system shall apply, applications for study, independent research and/or problem observation leaves will be given preferential treatment. At all times, the needs of the school system as a whole shall be paramount.

H. Sabbatical Leaves Are Designed For:

1. Professional Improvement
2. Improved professional competence so as to benefit the general efficiency of the school system.

I. Eligibility

Any teacher, administrator or professional special services personnel, who has completed seven (7) or more years of full-time continuous satisfactory service in the Jackson Township School System may be granted a leave of absence for one (I) year upon the recommendation of the Superintendent of Schools, and with the approval of the Board of Education. Such leave shall be understood to include one or more of the following activities.

1. Study in an accredited institution of learning.
2. Independent research and/or observation of problems connected with the schools or within the professional's area of responsibility.

3. Any other program approved by the Superintendent of Schools and the Board of Education. The **Board** will consider approving a reasonable request for travel if it is educationally oriented and the complete itinerary is presented to be approved by the Superintendent and the Board of Education, such leave not to be granted until after the fifteenth (15th) year of service.

ARTICLE XIV

FRINGE BENEFITS

- A.
 1. The **Board** shall provide 100 % of the coverage plans, up to and including full family coverage, for NJ Blue Cross/Blue Shield/Rider J/Prevailing Fee Plan (UCR) and Major Medical Insurance, and shall be subject to change only at the discretion of Blue Cross/Blue Shield. Yearly and lifetime maximum benefits shall be \$ 100,000 yearly and unlimited lifetime.
 2. When both a husband and wife from the same household are employed by the **Board**, the **Board** will self-insure one (1) spouse and provide for coordinated family plan benefits up to an annual cost that does not exceed the annual family plan premium cost.
 3. The dependent coverage to age 23 rider shall be included in the insurance program.
 4. The BC/BS mandatory second opinion program for elective surgery shall be effective July 1, 1990.
- B. The **Board** will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for New Jersey Dental Service Plan, Inc. When both a husband and wife from the same household are employed by the **Board**, the **Board** will self-insure that spouse and/or dependents of an enrollee in the Dental Plan by paying to any claimant spouse and/or dependent the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for full family coverage of dental insurance. The basic portion of the dental insurance program shall be an 80%-20% plan. The maximum benefit for orthodontics shall be \$ 1000 per year. Effective July 2005, the employee will pay a \$25.00/\$75.00 deductible which is not applicable to preventive and diagnostic procedures(\$25.00 single/\$75.00 family).
- C. Employees may elect to enroll in an HMO Program. Effective 2007-2008, the co-payment for a doctor visit shall be \$15. Employer contribution to equal health benefit premium per employee. Further, parties will agree to limit the district in participating in only two (2) HMO Programs.(HEALTHWAYS and MEDIGROUP).

Employees shall have the voluntary option to select the Horizon PPO Program. The co-payment per doctor visit shall be \$20.00 in the 2005-2006 and 2006-2007 year of the contract. In the 2007-2008 year of the contract, the co-payment for a doctor visit shall be \$25.00. Co-payment for a doctor visit shall remain at \$25.00 for the life of this contract.

As of September 1, 2009, new hires will be offered the option in the health insurance program of full-family PPO coverage or full-family HMO coverage.
- D. The **Board** will pay the premium cost for prescription insurance up to and including full family coverage for one (1) family member per household. Effective March 2006, all payments for prescriptions shall be established at the rate of \$20.00 co-pay for contraceptives and name brand drugs, \$ 10.00 co-pay for generic drugs. The same rates apply for prescriptions obtained through

the plan's mail order service. Effective July 2007, co-payments for prescriptions shall *be* established as \$22.00 for brand name drugs, \$ 12.00 for generic drugs, and the same for prescriptions obtained through the mail order service plan.

- E.**
1. The Board will provide employee-only medical insurance coverage to all paraprofessionals hired on or after July 1, 2012 who are regularly employed for at least 30 hours per week. Such paraprofessionals shall have the option to purchase at their expense dependent, spouse or family coverage at the District premium rate. Paraprofessionals hired prior to July 1, 2012 shall remain eligible for full-family coverage at District expense, subject to the contribution requirements of P.L. 2011 c. 78.
 2. Paraprofessionals who were receiving medical insurance coverage at the time of separation from employment due to a reduction in force and who are re-hired from the recall list prior to January 1, 2014 will also be provided up to full-family coverage where applicable at District expense, subject to the contribution requirement of P.L. 2011 c. 78.
 3. Any such paraprofessionals recalled on or after January 1, 2014 shall receive employee-only coverage in the same manner as paraprofessionals hired on or after July 1, 2012. Any paraprofessional receiving full family medical insurance coverage who is laid off during the term of this Agreement shall be entitled to receive full family medical insurance coverage upon recall by the Board to employment pursuant to recall list seniority.

- F.** An employee may elect to waive any and all of his insurance coverage. If such a waiver is exercised, the employee shall receive a cash payment agreed upon by the parties which is equal to thirty-four (34%) percent of the savings (of the 2004-2005 premiums) which accrue to the **Board** as a result of the waiver. This amount will remain the same for the life of the contract. This provision will remain inactive pending clarification of language as to open re-entrance of said employee to the benefits in A. **1., 2., 3., and 4** above at no penalty to the employee.

The **Board** will file the necessary IRS-125 Waiver.

Payment shall be made to the employee annually in the second paycheck each June.

- G.** "The parties agree that the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (PL99-272) shall be enforced as required,"

For the period of this contract, the **Board** specifically agrees that persons who retire from the Jackson School District and who are eligible to receive pension payments from either the N.J.T.P.A.F. or the N.J.P.E.R.S. shall be entitled to retain medical insurance coverage at the appropriate group rates, plus the allowable administrative fee, provided that:

1. The appropriate monthly fee is received in the Board Office on or before the twentieth (20th) day of the month proceeding the month of coverage (i.e., June 20th for July coverage).
2. Requested program coverage is the same as the coverage being provided at the time of retirement.
3. Monthly payments are received in check form made payable to the Jackson Township Board of Education.
4. All other legal and/or administrative requirements are satisfied as may be necessary for the implementation of this program.

- H.** Employees who retire from the School District and qualify for a pension from either the New

Jersey Teachers Pension and Annuity Fund or the New Jersey Public Employee Retirement System shall be entitled to convert unused accumulated sick leave days, and effective January 1, 1988, unused personal leave days accumulated from September 1, 1987, and each year thereafter to severance pay in accordance with the following rules:

1. The **Board** must receive written notice of the employees' intent to retire at least sixty (60) days prior to the retirement date, except in cases of emergency.
2. Days accumulated shall be compensated upon retirement at the rate of \$90 per day for Teachers and \$65 per day for Support Staff. Total payment shall be capped in accordance with the provisions of sub-paragraph 3 of this section.
3. Any employee who is eligible to receive more than \$15,000 in severance pay as of June 30, 2012, shall continue to be eligible for the full amount of such severance upon retirement. All other employees shall be subject to the \$15,000 limit; provided, however, that in the event legislation is adopted which mandates a lesser cap, the provisions of such legislation shall immediately govern the terms of such severance.
4. If the employee notifies the **Board** 6 months prior to date of retirement, payout of unused accumulated days will be in either an immediate total sum or the option of paid out over 2 years.
5. If the employee notifies the **Board** after the 6 months prior to date of retirement, payout of unused accumulated days will be paid out over 2 years.
6. Timelines may be suspended in the case special circumstances pending Superintendent approval.
7. Accumulated personal leave days may only be used for conversion to severance pay.
8. Above retirement benefits shall also be applicable to employees' beneficiaries in the event that an employee has been employed in the district for a minimum of fifteen (15) years prior to said employee's death.

I. Employee Assistance Program

The **Board** may provide a comprehensive Employee Assistance Program for all staff. The provisions of the EAP program will be worked out by the Assistant Superintendent.

ARTICLE XV

REPRESENTATION FEE

- A.** The **Association** shall, on or before September 30, deliver to the **Board** a written statement containing the following:
1. A statement that the **Association** has determined the amount of representation fee in accordance with the formulated requirements of **NJSA 34:13A-5.4**.
 2. A statement that the **Association** has established a "demand and return system" in accordance with requirements of **NJSA 34:13A-5.4**.
 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent

(85%) of the regular membership dues, fees and assessments.

4. A list of all employees who have failed to arrange to become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the **Board** will commence deductions from salaries of such non-members as defined in **Subsection A. 4** above, in accordance with **Section C** below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. 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. The deductions will begin with the first paycheck:

1. in November, or
2. thirty (30) days after the employee begins his/her employment in a bargaining unit position or was on lay-off, 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. The mechanics for deduction of representation fees and the transmission of such fees due to the **Association**, as nearly as possible, shall be the same as those used for the deduction of regular membership to the **Association**.

D. 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 or ended 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.

E. The **Association** hereby agrees to indemnify, defend, and save harmless the **Board** from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement. In addition, the Board shall be required to make available any and all public records necessary for such defense.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The **Board** agrees to deduct from the salaries of its employees dues from the Jackson Education Association, the Ocean County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the **Board** to deduct.

Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (**NJSA 52:14-15.9e**) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such

person as may from time to time be designated by the Jackson Education Association by the fifteenth of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. 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.

B. Direct Salary Deduction Plans

All employees covered by this Agreement shall have the option of having any percentage deducted from each payroll to be administered by any New Jersey bank.

C. Tax-sheltered Annuities and/or Savings Bonds

Arrangements can be made by all employees through the **Board** office to obtain tax-sheltered annuities and/or government saving bonds.

D. Save Harmless

The **Association** agrees to indemnify, defend and save the **Board** harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the **Board** in reliance upon payroll deductions authorized in accordance with the above provisions and transmitted by the **Board** to the appropriate agency.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Non-Discrimination

The **Board** and the **Association** agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or 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 or sexual orientation.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the **Board**, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or 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.

D. Compliance between individual Contract and Master Agreement

Any individual contracts between the **Board** and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contact contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by **Association**, to **Board** at **Board** office
2. If by **Board**, to **Association** at home address of current Association President.

F. Professional Development

Effective July 1, 1999, a joint committee shall be established. Serving on the committee shall be teachers appointed by the Association President and administrators appointed by the Superintendent. The committee shall meet and monitor development of the State mandate on continuing education. Upon any impact on terms and conditions of the contract from the State continuing education mandates, the committee shall refer the issue(s) to the parties for expeditious negotiations.

The Local Professional Development Committee members shall be given release time during the school day to complete duties assigned to them by statute and/or regulation. If meetings are scheduled outside of the regular workday, the committee members shall be compensated at the negotiated tutorial rate.

G. Continuing Education Unit Language

1. Ten (10) workshop hours will be required for each earned one (1) Continuing Education credit.
2. For every ten (10) Continuing Education Unit Credits earned through workshop development programs the employee will receive \$250 added to their base pay each year.
3. For certified staff for every ten (10) Continuing Education Unit Credits earned, the employee will receive an additional \$250 increment added to their base pay not to exceed \$1000.
4. Staff members who participate in workshops offered outside the Jackson School District and paid for by the district may be required to present a summary presentation as part of the ongoing professional development program offered in district.
5. The monies provided for Continuing Education Unit Credits will not include the pursuit of a degree or graduate or post graduate degree or certificate for which the district provides tuition reimbursement and advancement on the salary guide.
6. For non-certified staff for every ten (10) Continuing Education Unit credits earned, two hundred and fifty dollars (\$250) will be paid to the staff member. This money will be added to the staff member's salary each year and will not exceed \$500.
7. These monies will be provided once annually on September 1 based on the earned units

by June 30 of the previous year. If the deadline is missed the monies will be applied the following year with no retroactive monies to be included. It is the employee's responsibility to make this request with supporting documentation to the Department of Human Resources prior to July 1 of the previous year.

H. Tuition Reimbursement

The **Board** shall establish a fund to reimburse teachers for the tuition costs of graduate credits subject to the following conditions:

1. Eligibility for tuition reimbursement shall be in accordance with the provisions of *N.J.S.A. 18A:6-8.5*, including but not limited to the requirement that the credits shall be part of a degree program related to the teacher's current or future job responsibilities.
2. The degree program and specific courses must be submitted to the Superintendent of Schools or his designee for approval prior to the beginning of the course and reimbursement shall be subject to such approval.
3. The teacher must successfully complete the course with a grade of B or better in order to be eligible for reimbursement.
4. Reimbursement shall be contingent upon the teacher continuing to work for the school district for at least one (1) year following reimbursement for up to twelve (12) credits; for at least two (2) years following reimbursement for up to twenty-four (24) credits; and for three (3) years following reimbursement for the completion of a degree program. Any teacher who voluntarily resigns employment from the **Jackson School District** prior to that time shall be required to refund to the school district monies paid for tuition reimbursement.
5. The **Board** shall provide \$59,227 per school year during the term of this Agreement for tuition reimbursement pursuant to this program. The parties shall jointly develop and approve standards and procedures governing the distribution of these funds.
6. In addition to the tuition reimbursement program described above, the **Board** shall establish a fund to reimburse teaching staff members for all tuition and costs for courses taken at the request of the school district administration to meet the school district's needs. The **Board** shall provide \$59,227 per school year during the term of this Agreement to fund this program. All courses and degree programs pursuant to this program shall be subject to the advance approval of the Superintendent of Schools or his designee. Reimbursement shall be contingent upon the teacher continuing to work for the school district for at least one (1) year following reimbursement for up to twelve (12) credits; for at least two (2) years following reimbursement for up to twenty-four (24) credits; and for three (3) years following reimbursement for the completion of a degree program. Any teacher who voluntarily resigns employment from the **Jackson School District** prior to that time shall be required to refund to the school district monies paid for tuition reimbursement. Those who voluntarily leave employment with the school district prior to these time limits shall be required to refund the reimbursements received.

I. Mentoring

This program is designed pursuant to the requirements of the State of New Jersey.

1. The Role of the Mentor is defined in the Board approved District Mentoring Plan.
2. Qualifications of Mentors are outlined in the District Mentoring Plan.
3. Selection of Mentoring Teachers shall occur in the following manner:
 - a. All applicants for the position of Mentor shall apply in writing each year. Applications shall be submitted to the district's Director of Human Resources who shall forward the applications to the district Mentoring Committee.
 - b. The Mentoring Committee shall make recommendations to the Building Principals on both mentor candidates and pairings. Each Building Principal shall make recommendations on mentor candidates and pairings to the Superintendent of Schools, who shall, in turn, make his/her recommendations to the Board of Education.
 - c. In choosing candidates for mentor positions, preference should be given to candidates who did not serve as mentors in the previous school year, provided that the exercise for this preference does not result in the exclusion of a more highly qualified candidate.
 - d. No teacher shall be assigned to serve as a mentor to more than one provisional, alternate route or student teacher at the same time, if possible.

J. Release Time for Association President

Effective September 1, 2009, the **Board** shall provide full-time release to the Association President on condition that the salary of the Association President shall be borne equally (50% each) between the Board of Education and the NJEA. If the NJEA at any time ceases to fund their portion of salary obligation, the release time without loss of compensation shall be at the rate of five ½ days per week. A half-day shall not exceed three (3) periods or two (2) double periods per day.

K. Movement on the Salary Guide

When a member of the professional staff acquires a Masters Degree or a Doctorate conferred by a college or university whose courses are acceptable to the New Jersey Board of Education, or acquires thirty (30) credits beyond the Bachelors Degree or thirty (30) credits beyond the Masters Degree, the member shall be placed on the proper column of the salary guide. The Superintendent of Schools will recommend this adjustment to the **Board of Education** when the employee presents final proof of such degree. Movement to the new column shall take place 60 days after **Board** approval with retroactivity to date of submission of appropriate paperwork. Informal transcript is acceptable to begin timeline for placement.

ARTICLE XVIII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, on the _____ day of October, 2013.

**JACKSON EDUCATION
ASSOCIATION**

**JACKSON TOWNSHIP
BOARD OF EDUCATION**

President

President

Secretary

Secretary

SCHEDULE A

TEACHER SALARY GUIDE

Phase I: September 1, 2011 – January 31, 2013

STEP	B.A.	B.A.+30	MA.	M.A.+30	Doc
1	49,332	50,632	51,932	53,732	55,732
2	49,532	50,832	52,132	53,932	55,932
3	49,973	51,273	52,573	54,373	56,373
4	51,112	52,412	53,712	55,512	57,512
5	52,393	53,693	54,993	56,793	58,793
6	52,993	54,293	55,593	57,393	59,393
7	53,639	54,939	56,239	58,039	60,039
8	54,432	55,732	57,032	58,832	60,832
9	55,981	57,281	58,581	60,381	62,381
10	57,850	59,150	60,450	62,250	64,250
11	63,208	64,508	65,808	67,608	69,608
12	66,875	68,175	69,475	71,275	73,275
13	69,875	71,175	72,475	74,275	76,275
14	74,579	75,879	77,179	78,979	80,979
15	79,282	80,582	81,882	83,682	85,682

- All eligible staff on-guide shall advance one step in each phase of the contract.
- Once you reach the top step of the guide, you will remain on that step through the life of the contract.
- If you are currently on the last step of the guide, you will remain on that step through the life of the contract.
- Off-guide salaries increase by \$1,380.

SCHEDULE B
TEACHER SALARY GUIDE
Phase II: February 1, 2013- June 30, 2014

STEP	B.A.	B.A.+30	M.A.	M.A.+30	Doc
1	50,132	51,432	52,732	54,532	56,532
2	50,332	51,632	52,932	54,732	56,732
3	50,532	51,832	53,132	54,932	56,932
4	51,112	52,412	53,712	55,512	57,512
5	52,393	53,693	54,993	56,793	58,793
6	53,393	54,693	55,993	57,793	59,793
7	53,993	55,293	56,593	58,393	60,393
8	54,639	55,939	57,239	59,039	61,039
9	55,981	57,281	58,581	60,381	62,381
10	57,850	59,150	60,450	62,250	64,250
11	63,208	64,508	65,808	67,608	69,608
12	66,875	68,175	69,475	71,275	73,275
13	69,875	71,175	72,475	74,275	76,275
14	75,179	76,479	77,779	79,579	81,579
15	80,482	81,782	83,082	84,882	86,882

- All eligible staff on-guide shall advance one step in each phase of the contract.
- Once you reach the top step of the guide, you will remain on that step through the life of the contract.
- If you are currently on the last step of the guide, you will remain on that step through the life of the contract.
- Off-guide salaries increase by \$1,200.

SCHEDULE C
LONGEVITY - TEACHERS

- A.** Teachers, after completing the indicated years of active employment in the school district, shall receive the following longevity payments above their step on the salary guide:

17 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500

Longevity payments shall be based on consecutive years of service. Resignations effective on July 1st, 1987, and thereafter, shall be considered a break in service. Time spent on approved leaves of absence shall be credited in accordance with **Board Policy 4152** for purposes of this Article.

- B.** Longevity payment shall be made a part of the teacher's regular monthly pay.

SCHEDULE D
SALARIED NON-TEACHING ASSIGNMENTS
(CERTIFIED ONLY)

Location	Extra Curricular	Position Level
High School	Academic Decathlon Advisor	A
High School	Academic Team Advisor	A
High School	Art Club Advisor	A
High School	Art Club National Honor Society Advisor	A
High School	Band, Jazz Ensemble Director	B
High School	Band, Spirit Pep Assistant Director	C
High School	Band, Spirit Pep Director	D
High School	Chess Club Advisor	A
High School	Choral Accompanist Concert	B
High School	Choral Accompanist Musical	A
High School	Chorus Advisor	B
High School	Color Guard Advisor	B
High School	Coordinator Medical Services	D
High School	Color Guard Instructor	B
High School	Costumer	B
High School	District Printing Coordinator	B
High School	Drama Club Advisor	B
High School	Drill Team Advisor	B
High School	FBLA Advisor	B
High School	Freshman Class Advisor	B
High School	Graphics Club Advisor	B
High School	HOSA Advisor	B
High School	Interact Club Advisor	A
High School	Journal Advisor (Jaguar & Lion)	B
High School	Junior Class Advisor	B
High School	Key Club Advisor	A
High School	Literacy Magazine Advisor	B
High School	Locker Coordinator	A
High School	Marching Band Assistant Director	C
High School	Marching Band Director	D
High School	Math League Advisor	A
High School	National Honor Society Advisor	A
High School	Pep Club Advisor	A
High School	Percussion Advisor	A
High School	Percussion Ensemble Director	B
High School	Pom Pom Advisor	A
High School	Radio Club Advisor	A
High School	School Supplies Advisor	B
High School	School Musical Assistant Director	A
High School	School Musical Assistant Production Manager	B
High School	School Musical Conductor	B

High School	School Musical Director	D
High School	School Musical Production Manager	C
High School	School Musical Tech	A
High School	School Musical Vocal Director	B
High School	Science League Advisor	A
High School	Senior Class Advisor	B
High School	Set Builder	B
High School	Set Designer	B
High School	Show Designer	B
High School	Sophomore Class Advisor	B
High School	Spectrum Club Advisor	A
High School	Student Council Advisor	C
High School	Student Human Relation Advisor	A
High School	Technology Club Advisor	A
High School	Tri-M Club Advisor	A
High School	Winter Indoor Color Guard Assistant Director	B
High School	Winter Indoor Color Guard Director	B
High School	Woodwind Choir Director	B
High School	World Language Club Advisor	A
High School	Yearbook Advisor	C
High School	Yearbook Assistant Advisor	A

Middle School	Bookstore Advisor	A
Middle School	Builder's Club Advisor	A
Middle School	Color Guard Director	C
Middle School	Drama Club Advisor	B
Middle School	FBLA Advisor	B
Middle School	Locker Coordinator	A
Middle School	Marching Band Assistant Director	B
Middle School	Marching Band Spirit Director	C
Middle School	Math League Advisor	A
Middle School	National Junior Honor Society Advisor	A
Middle School	Newspaper Advisor	A
Middle School	School Supplies Advisor	A
Middle School	Student Activities Advisor	B
Middle School	Student Council Advisor	A
Middle School	Yearbook Advisor	A

Elementary School	Lunchroom Duty	B
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EXTRA-CURRICULAR SALARY GUIDE
2011-2014

STEP	A	B	C	D
1	\$2,627	\$3,124	\$4,238	\$5,519
2	\$2,653	\$3,155	\$4,281	\$5,575
3	\$2,680	\$3,186	\$4,323	\$5,630
4	\$2,707	\$3,218	\$4,366	\$5,687
5	\$2,835	\$3,390	\$4,532	\$5,898

Additional Stipend

Senior Class Advisor	\$507
Junior Class Advisor	\$292
Elementary Safety Patrol Advisor	\$989
Adventure Bound Advisor	\$6,328
Adventure Bound Assistant Coordinator	\$5,125

COACHES SALARY GUIDE

HIGH SCHOOL

Football/Basketball/Wrestling

2011-2014

	Head Coach	Assistant Coach
1	7,234	5,106
2	7,307	5,158
3	7,379	5,209
4	7,453	5,262
5	7,765	5,495
6	8,055	5,802

COACHES SALARY GUIDE

HIGH SCHOOL

Soccer/Swimming/Spring Track/Baseball/Softball/Lacrosse/Field Hockey/Ice Hockey/Cross Country/Volleyball/Gymnastics

2011-2014

	Head Coach	Assistant Coach
1	5,963	3,662
2	6,023	3,699
3	6,083	3,736
4	6,144	3,783
5	6,376	3,890
6	6,607	4,197

COACHES SALARY GUIDE

HIGH SCHOOL

Tennis/Winter Track/Cheerleading/Golf/Bowling

2011-2014

	Head Coach	Assistant Coach
1	3,890	3,529
2	3,928	3,564
3	3,968	3,599
4	4,007	3,636
5	4,123	3,751
6	4,357	4,020

Weight Lifting

2011-2014

1	6,214
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Weekend Vacation Trainer

2011-2014

1	4,468
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COACHES SALARY GUIDE

MIDDLE SCHOOL

Basketball/Wrestling

2011-2014

	Head Coach	Assistant Coach
1	4,510	4,375
2	4,555	4,419
3	4,601	4,463
4	4,647	4,508
5	4,740	
6	5,057	

COACHES SALARY GUIDE

MIDDLE SCHOOL

Track/Cross Country Field Hockey/Soccer/Cheerleading/Baseball/Football/Softball

2011-2014

	Head Coach	Assistant Coach
1	3,520	3,370
2	3,555	3,403
3	3,591	3,437
4	3,627	3,472
5	3,862	3,708
6	4,199	

Equipment Manager

2011-2014

1	4,351
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SCHEDULE E

NON-CERTIFIED PERSONNEL

SPECIAL WORKING CONDITIONS

- A. Summer hours for secretarial and clerical personnel will be six (6) hours per day, starting the first Monday after the close of school up to, but excluding, the last full week prior to the opening of school, which shall include a one-half (1/2) hour lunch.

Summer hours may also include a four (4) day flexible schedule of seven and one-half (7 1/2) hours per day which shall include a one-half (1/2) hour lunch as developed between the parties and subject to approval of the building principal.

The school year work day for secretaries shall be eight (8) hours per day including lunch. The secretaries' work day will end one-half (1/2) hour after the teacher's work day on the last day of school prior to Thanksgiving recess, Christmas recess and Spring Break recess, pending an emergency.

- B. School Secretary and Position of Media Assistant - High School Levels 12-month contract - July 1st to June 30th (follow teacher's calendar during student year and legal holidays off during balance of year).

1. Two weeks vacation
2. Three weeks vacation after five years
3. Four weeks vacation after twelve years

No vacation shall be permitted during the calendar week (M-F) before the opening day of school, the calendar week (M-F) containing the opening day of school or the calendar week (M-F) containing the last day of school, unless the supervisor has determined that one or more of these weeks is/are not critical week(s) for the functioning of that Supervisor's department/school.

Employees will be able to carry over five (5) vacation days at the per diem rate when they were earned, pending **Board** approval.

- C. **Secretary Vacation Buy Back**

The **Board** agrees to buy back a maximum of ten (10) vacation days annually, at the member's request, at the member's current rate of pay. JEA members may elect to sell back vacation time during the first pay date in July *and/or* during the first pay date in January, but cannot exceed a total of ten (10) days per year. The JEA member must inform the Personnel department of their intent to sell vacation days in writing, a minimum of two weeks prior to the appropriate pay date.

- D. Lunch periods will be the same as the teachers with a minimum of thirty (30) minutes.

- E. **Overtime Pay**

Secretaries will be compensated at one and one-half (1 1/2) times their hourly rate for all work in excess of forty (40) hours per week. Paid sick days, personal days, or holidays will be included in the forty (40) hours. All overtime must have prior approval of the Superintendent's Office. It

shall not be the secretary's responsibility to obtain approval for overtime from the Superintendent's office.

- F. Secretaries called into work on the days when the schools are closed due to inclement weather shall receive their regular pay for the day plus one and one-half (1 1/2) times their hourly rate for all hours worked.
- G. Secretaries, media specialists and paraprofessionals shall benefit from free attendance at the Jackson Community School Continuing Education courses on a stand-by basis, once and if, the course sought is fully funded for the instructor's fee by standard enrollment of other students. A fee for instructional materials in such courses may be charged to any such employee exercising these limited free-attendance rights.
- H. Secretaries will have a central call-in service for absentees.

I. Media Assistant and Paraprofessional Interpreter for the Deaf Work Year

The work year for Media Assistants and Paraprofessional Interpreters for the Deaf employed for ten (10) months shall be the same as that of a teacher.

J. Longevity

- 1. After completing ten (10) years of service in Jackson - an increment of \$ 1,000; after fifteen (15) years of service, \$1,250; after twenty (20) years of service, \$1,500.
- 2. Longevity payments will be made a part of the secretary's regular monthly pay.
- 3. The above longevity schedule will apply to Secretaries, Media Assistants and Paraprofessionals.

K. Paraprofessionals

- 1. It is agreed by the JEA and the Board of Education that the work year for paraprofessionals, during the life of this Agreement, shall be 182 days to include the first day in September for staff only, and one in-Service day. The yearly salary for Paraprofessionals shall be calculated at 182 times 6.75 hours, plus two (2) additional hours for Back-To-School Night.
- 2. The length of the workday for each Paraprofessional will be determined by the **Board**. In the event a Paraprofessional workday is shortened due to inclement weather after the Paraprofessional has reported for duty, the Paraprofessional will be guaranteed a minimum of two (2) hours' work.
- 3. Paraprofessionals shall be notified of re-employment as soon as possible after student placement has been accomplished. In any case, every effort will be made to notify Paraprofessionals no later than July 15 annually.
- 4. **Layoff of a Paraprofessional**
 - a. Commencing with employees hired, as of September 1st 1993, Paraprofessionals shall achieve layoff seniority rights only after three consecutive years of employment within a four-year period. Employees hired prior to September 1st, 1993 shall retain seniority rights from their original date of hiring.
 - b. As of September 1st, 1993, there shall be no categorical division of seniority rights by job title for Paraprofessionals, except for the title of Paraprofessional

Interpreter for the Deaf.

- c. Seniority shall terminate when an employee resigns or is discharged. Seniority shall not accrue during unpaid leaves of absence in excess of twenty (20) workdays or when the employee is laid off.
 - d. In the event of a layoff during the school year, the individual(s) in the position being eliminated will be laid off without considering seniority.
 - e. The **Board** will maintain a recall list for paraprofessionals whose employment is eliminated as a result of a reduction in force. For any layoffs occurring after July 1, 2012, the list will be in effect for a period of two years from the date of the layoff and shall expire at the conclusion of the two year period. Paraprofessionals with seniority who are on layoff will be offered the next available position provided the opening occurs within two years of the date of layoff. At the end of the two year period the list will expire and paraprofessionals on the list shall have no further recall rights. While on the recall list, a paraprofessional with seniority who is on layoff shall be permitted to bump a less senior employee on September 1st immediately following layoff.
5. The **Board** shall reimburse Paraprofessionals employed prior to July 1, 2002 for the cost of obtaining education credits necessary to meet certification requirements. Only those Paraprofessionals assigned to positions for which certification requirements have been established are eligible for reimbursement under this program.
 6. The **Board** agrees that it will not privatize paraprofessional unit positions during the term of this Agreement.

L. Seniority Rights for Secretaries

1. Secretaries shall achieve layoff seniority rights only after three (3) consecutive years of employment.
2. Seniority shall terminate when an employee resigns or is discharged.

M. Paraprofessional Interpreters for the Deaf Preparation Time

Paraprofessional Interpreters for the Deaf shall have one (1) forty minute preparation period per day.

- N.** Support staff shall receive an additional pay differential each school year for their education. Support staff holding 60 credits and/or an Associate's Degree shall receive \$500 added to their base pay, annually.

O. Continuing Education Unit Language

1. Ten (10) workshop hours will be required for each earned one (1) Continuing Education credit.
2. Staff members who participate in workshops offered outside the Jackson School District and paid for by the district may be required to present a summary presentation as part of the ongoing professional development program offered in district.
3. For non-certified staff for every ten (10) Continuing Education Unit credits earned, two hundred and fifty dollars (\$250) will be paid to the staff member. This money will be

added to the staff member's salary each year and will not exceed \$500.

4. These monies will be provided once annually on September 1st based on the earned units by June 30th of the previous year. If the deadline is missed the monies will be applied the following year with no retroactive monies to be included. It is the employee's responsibility to make this request with supporting documentation to the Department of Human Resources prior to July 1st of the previous year.

P. Para monitors

The **Board** must provide uniforms and uniforms must be made available on site. The Board agrees to purchase for each employee for each year of the contract the following:

- a. 4 shirts
- b. One (1) windbreaker, fleece, or pullover with Jackson logo
- c. 2 pants

These uniforms are to be worn during working hours.

SCHEDULE E

NON-CERTIFIED SALARY GUIDES

SECRETARY SALARY GUIDE

PHASE I: JULY 1, 2011 – DECEMBER 31, 2012

Step	Salary
1-2	32,575
3	32,775
4	32,975
5	33,175
6	33,375
7	33,575
8	34,896
9	36,428
10	38,206
11	40,440
12	41,916
13	43,999
14	44,989
15	46,098
16	51,656
17	57,213

PHASE II: JANUARY 1, 2013 – JUNE 30, 2014

Step	Salary
1-2	33,770
3	33,970
4	34,170
5	34,370
6	34,570
7	34,770
8	36,091
9	37,623
10	39,401
11	41,635
12	43,111
13	45,194
14	46,184
15	47,293
16	52,851
17	58,408

- Once you reach the top step of the guide, you will remain on that step through the life of the contract.
- If you are currently on the last step of the guide you will remain on that step through the life of the contract.

High School Principal Secretary - shall be paid an additional annual salary amount according to the following experience schedule (in position):

YEARS	2011-2014
1-4 Years	\$2,111
5-10 Years	\$3,880
Over 10 Years	\$6,359

PARAPROFESSIONAL SALARY GUIDE

Phase I: September 1, 2011 – January 31, 2013

Step	Salary
1	25,530
2	25,730
3	25,930
4	26,130
5	26,313
6	26,504
7	26,725
8	26,973
9	27,207

PARAPROFESSIONAL SALARY GUIDE

Phase II: February 1, 2013 – June 30, 2014

Step	Salary
1	26,323
2	26,523
3	26,723
4	26,923
5	27,106
6	27,297
7	27,518
8	27,766
9	28,000

- All eligible staff on-guide shall advance one step in each phase of the contract.
- One you reach the top step of the guide, you will remain on that step through the life of the contract
- If you are currently on the last step of the guide you will remain on that step through the life of the contract
- Off-guide salaries increase by \$668 in Phase I and by \$793 in Phase II

MEDIA ASSISTANT SALARY GUIDE

STEP	Phase I: September 1, 2011-January 31, 2013	Phase II: February 1, 2013 – June 30, 2014
1	31,327	32,298
2	31,533	32,511
3	31,739	32,723
4	31,946	32,936

- Once you reach the top step of the guide, you will remain on that step through the life of the contract.
- If you are currently on the last step of the guide you will remain on that step through the life of the contract.
- Off-guide salaries increase by \$1,151 in Phase I and by \$1,187 in Phase II.

PART-TIME NURSE'S AIDE

AIDE:	September 1, 2011-January 31, 2013	February 1, 2013 – June 30, 2014
1.	\$20.90/hour	\$21.62/hour
2.		\$21.37/hour

SCHEDULE F

2-YEAR CERTIFIED SUPPORT STAFF: EDUCATIONAL INTERPRETER ENDORSEMENT SPECIAL WORKING CONDITIONS

A. Educational Interpreter Work Day & Year

1. The work year for Interpreters employed for ten (10) months shall be the same as that of a teacher.
2. Interpreters shall have one (1) forty minute preparation period per day.
3. Interpreters shall be notified of re-employment as soon as possible after student placement has been accomplished. In any case, every effort will be made to notify interpreters no later than July 15 annually.
4. Lunch periods will be the same as the teachers with a minimum of thirty (30) minutes.
5. Interpreters will have a central call-in service for absentees.

B. Overtime Pay

Interpreters will submit vouchers to supervisor for overtime pay for work outside contractual day, to include afterschool and summer events. Rate of pay shall be an hourly rate based on salary. All overtime must have prior approval of the Superintendent's Office. It shall not be the interpreter's responsibility to obtain approval for overtime from the Superintendent's office, but the supervisor's responsibility.

C. Longevity

1. After completing ten (10) years of service in Jackson - an increment of \$ 1,000; after fifteen (15) years of service, \$1,250; after twenty (20) years of service, \$1,500.
2. Longevity payments will be made a part of the Interpreter's regular monthly pay.
3. The above longevity schedule will apply to Interpreters.

D. Educational Advancement

1. Interpreters shall benefit from free attendance at the Jackson Community School Continuing Education courses on a stand-by basis, once and if, the course sought is fully funded for the instructor's fee by standard enrollment of other students. A fee for instructional materials in such courses may be charged to any such employee exercising these limited free-attendance rights.
2. The Board shall reimburse Interpreters employed prior to July 1, 2002 for the cost of obtaining education credits necessary to meet certification requirements. Only those interpreters assigned to positions for which certification requirements have been established are eligible for reimbursement under this program.

3. Support staff shall receive an additional pay differential each school year for their education. Support staff holding 60 credits and/or an Associate's Degree shall receive \$500 added to their base pay, annually.

E. Layoff of an Interpreter

1. Interpreters shall achieve layoff seniority rights only after three (3) consecutive years of employment.

2. As of September 1st, 1993, there shall be no categorical division of seniority rights by job title for Paraprofessionals, except for the title of Educational Interpreters.

3. Seniority shall terminate when an employee resigns or is discharged. Seniority shall not accrue during unpaid leaves of absence in excess of twenty (20) workdays or when the employee is laid off.

4. In the event of a layoff during the school year, the individual(s) in the position being eliminated will be laid off without considering seniority.

5. The Board will maintain a recall list for Educational Interpreters whose employment is eliminated as a result of a reduction in force. For any layoffs occurring after July 1, 2012, the list will be in effect for a period of two years from the date of the layoff and shall expire at the conclusion of the two year period. Educational Interpreters with seniority who are on layoff will be offered the next available position provided the opening occurs within two years of the date of layoff. At the end of the two year period the list will expire and Educational Interpreters on the list shall have no further recall rights. While on the recall list, an Educational Interpreter with seniority who is on layoff shall be permitted to bump a less senior employee on September 1st immediately following layoff.

F. Continuing Education Unit Language

1. Ten (10) workshop hours will be required for each earned one (1) Continuing Education credit.

2. Staff members who participate in workshops offered outside the Jackson School District and paid for by the district may be required to present a summary presentation as part of the ongoing professional development program offered in district.

3. For 2 year-certified staff for every ten (10) Continuing Education Unit credits earned, two hundred and fifty dollars (\$250) will be paid to the staff member. This money will be added to the staff member's salary each year and will not exceed \$500.

4. These monies will be provided once annually on September 1st based on the earned units by June 30th of the previous year. If the deadline is missed the monies will be applied the following year with no retroactive monies to be included. It is the employee's responsibility to make this request with supporting documentation to the Department of Human Resources prior to July 1st of the previous year.

SCHEDULE F
2-YEAR CERTIFIED EDUCATIONAL INTERPRETER SALARY GUIDE

PHASE I: SEPTEMBER 1, 2011 – JANUARY 31, 2013

Step	A	B
1	33,678	36,571
2	33,884	36,777
3	34,090	36,983
4	34,296	37,189
5	34,666	37,559
6	35,062	37,955
7	35,445	38,337
8	35,827	38,719
9	36,464	39,357
10	36,955	39,848
11	37,466	40,357
12	37,976	40,868
13	38,742	41,634

PHASE II: FEBRUARY 1, 2013 – JUNE 30, 2014

Step	A	B
1	34,722	37,704
2	34,934	37,917
3	35,147	38,129
4	35,359	38,342
5	35,741	38,724
6	36,149	39,132
7	36,544	39,525
8	36,938	39,920
9	37,595	40,577
10	38,101	41,083
11	38,627	41,609
12	39,153	42,135
13	39,943	42,924

- All eligible staff on-guide shall advance one step in each phase of the contract.
- Once you reach the top step of the guide, you will remain on that step through the life of the contract.
- If you are currently on the last step of the guide you will remain on that step through the life of the contract.
- Off-guide salaries increase by \$668 in Phase I and by \$793 in Phase II