

AGREEMENT

BETWEEN

THE EAST ORANGE BOARD OF EDUCATION

AND

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO WHITE
COLLAR - CLERICAL AND PROFESSIONAL**

JULY 1, 2003 - JUNE 30, 2006



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THIS AGREEMENT, made as of **July 1, 2003**, by and between the **East Orange Board of Education**, hereinafter referred to as the "**Board**" hereinafter referred to as the "**Employer**", and **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, hereinafter referred to as the "**Union**."

INTRODUCTORY STATEMENT

It is the intention of both the Board and the Union that this Agreement effectuate the policies of Chapter 303, of the Laws of 1968, N.J.S.A. 34:13A-1 et seq. (hereinafter Chapter 303).

ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time and part-time Data Entry Clerks.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

ARTICLE II - CHECK-OFF

1. The Board agrees to deduct Union membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Board and the Union and consistent with applicable law. The amount to be deducted shall be certified to the Board by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union as soon as possible after the end of the month in which said deductions were made.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Board and the Union, and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

ARTICLE III - STEWARDS/UNION REPRESENTATION

1. The Board recognizes the right of the Union to designate a reasonable number of Stewards and alternates each to represent the Union and the employees covered by this Agreement. The Union shall furnish the Board with the names of the Stewards and the alternates and will notify the Board of any changes.

2. The authority of the Stewards or alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of this Agreement. If both parties agree that it is necessary for a Steward to perform any of such duties during his or her working time, the Steward shall be released from work by his or her supervisor as soon as convenient to the Board and only to the extent necessary to make the investigation and for conferring with the Board representative;

(b) The transmission to the Board's representatives of messages and information, which shall originate with and are authorized by the Local Union or its officers;

(c) Otherwise the Steward shall be required to perform his or her duties in the same manner and to the same extent as other employees.

3. Any settlement of a question by the Steward and the supervisor of an employee involved in a dispute shall be reviewable by the Board and the Union at the request of either, and no such settlement shall establish a precedent or conflict in any manner with the provisions of this Agreement.

For Information Only

When an employee is called to an investigatory interview from which she/he can reasonably expect to receive discipline, the employee has a statutory right to have a union representative present if he/she so desires.*

*NLRB v. Weingarten, Inc., 420 U.S. 251 (1975), 88 LRRM 2689 (1975).

ARTICLE IV - GRIEVANCE PROCEDURE

1. **Definition:**

A "grievance" within the meaning of the grievance procedure shall be defined as any difference or dispute between the Board and any employee covered by this Agreement with respect to the interpretation, application, or alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within ten (10) working days from the time when the employee knew or should have known of its occurrence.

2. **Procedure:**

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

(c) Class action grievances shall be instituted at their appropriate step.

STEP ONE

Any employee who has a grievance shall discuss it first with his or her immediate supervisor in an attempt to resolve the matter informally at that level.

STEP TWO

If, as a result of the foregoing discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, it shall be discussed by the employee and appropriate supervisor in an effort to resolve the matter informally at that level.

STEP THREE

If, as a result of the foregoing discussions, the matter is not resolved to the satisfaction of the employee within five (5) working days, he or she shall within said period set forth his or her grievance in writing to the Superintendent or designee specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury of loss or inconvenience;
- (c) the results of previous discussions;
- (d) his or her dissatisfaction with decisions previously rendered.

Should no applicable agreement be reached within an additional five (5) working day period after the receipt of the written grievance by the Superintendent, the Union may request a written decision with reasons, which decision shall be submitted within ten (10) working days.

STEP FOUR

If, as a result of the foregoing, the matter is not resolved to the satisfaction of the employee, within five (5) working days he or she may, within said period, set forth his or her written grievance for review by the Board (or designee), who shall respond thereto within twenty (20) working days. Thereafter, the matter may be referred to arbitration as set forth below, by the Board or the Union only. If the aggrieved is a permanent employee he or she may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Public Employment Relations Act.

STEP FIVE

- (a) In the event that the grievance has not been satisfactorily resolved at Step Four, then arbitration may be brought only by the Union, through its designee within thirty (30) calendar days from the day the Union received the Step Four decision or from the date on which the Step Four decision was due. by mailing a written request for arbitration to the Public Employment Relations Commission and sending a copy to the Board. The written request shall specify the matter submitted to the Board as specified above and the Union's dissatisfaction with the decision previously rendered.
- (b) Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable.
- (c) Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.
- (d) The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or Laws of the State. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall not have authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination. The decision or award of the arbitrator shall be final and binding consistent with applicable law and this Agreement. In no event shall the same question

or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other costs of this proceeding shall be borne by the party incurring the cost.

ARTICLE V - MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

It is recognized and agreed that the Board possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the Board may take whatever actions may be necessary to carry out the mission of the facility or department in situations of emergency.

ARTICLE VI- NON-DISCRIMINATION

1. The Board and the Union both agree that they shall not discriminate against any employee because of race, color, creed, age, religion, nationality, marital status, sex or Union membership.

ARTICLE VII- JOB POSTING

1. A permanent job opening or vacancy in title covered in the bargaining unit shall be posted on the bulletin boards for a period often (10) calendar days.

ARTICLE VIII - SALARY INCREASES

It is agreed that the salary increase shall be inclusive of the following items:

1. Salary increment;
2. Salary increase;
3. .5% offset (per year) for fringe benefit premiums;
4. The parties agree to develop a salary guide and place all Data Entry

Clerks on that guide, in accordance with the figures presented below.

Salary Guide Range: \$32,085 to \$51,369 (13 Steps) (See Appendix A)

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Ayana Davis	\$32,727 (1½)	\$34,036 (2½)	\$35,397 (3½)
Shirlese DeSmith	\$34,703 (3)	\$36,091 (4)	\$37,535 (5)
Awilda Torres	\$33,368 (2)	\$34,703 (3)	\$36,091 (4)
Gayle Paris	\$37,535 (5)	\$40,598 (7)	\$43,911 (9)

5. The parties agree that there shall be no payment of any salary increases when this agreement expires. Upon settlement, all salary increases shall be retroactive to the effective date of the new agreement.

6. The parties agree to grant a double raise to Gayle Paris for each year of the three-year agreement.

ARTICLE IX - TEMPORARY ABSENCES AND LEAVES

A. General Policy

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the Superintendent's Office.

2. When an employee is absent for any reason, the principal or appropriate administrator shall be notified.

3. The following rules pertaining to absences shall apply to all contracted staff members appointed by the Board. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-month employees on a proportional basis.

B. Types of Absences and Leaves

1. Accidents on School Property

Absences of employees who have been injured while on duty will not count against their sick leave.

2. Personal Illness

(a) Absences for personal illness shall be allowed and shall include full pay for fifteen (15) school days in each school year for twelve (12) month employees.

(b) If less than said fifteen (15) school days of allowed sick leave is taken in any school year, the number of days not utilized shall be accumulative without limit, beginning from the date of the employee's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

(c) Absences of sick leave shall always be charged to the first fifteen (15) days allowance for the current school year (see sub-section "a") until they are fully utilized and thereafter to the accumulative credit to the extent that such credit is available.

(d) In all absences under this section totaling four (4) or more consecutive school days, the employee must file a physician's certificate with the administrator of the unit where employed.

(e) The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

(f) The Board reserves the right to have its medical officer verify the private doctor's findings on school time with expenses paid by the Board.

3. **Illnesses in the Family**

(a) Where personal presence is advisable because of the critical illness of; (a) an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister; or (b) any other person living in the employee's immediate family household, absences will be allowed with pay for a total period of seven (7) school days in each school year.

(b) In all absences under this section totaling four (4) or more consecutive school days. the employee must file a physician's certificate with the administrator of the unit where employed.

(c) The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness in the family.

4. **Death in the Immediate Family or Household**

(a) A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of the nearest relative who is a member of the household, in each school year in each such case. The day on which death occurs or the following day and the next four (4) additional days may be allowed. The five (5) days are consecutive calendar days (including Saturday, Sunday, and holidays).

"Immediate Family" includes mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter of the employee. A "nearest relative who is a member of the household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family.

(b) In the case of the death of a more distant relative not specified in subsection "a" above, or of a close friend, absences shall be permitted under the personal leave provisions set forth below.

5. **Quarantine**

(a) Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.

(b) A certificate from the health officer of the community or a school physician shall be filed with the Superintendent of Schools by way of the principal or administrator of the unit where employed for all absences due to a quarantine under this section.

6. Personal Leave

(a) A maximum of three (3) days per year cumulative without limit to a maximum use of six (6) per year, shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities, and including college graduation that cannot be handled outside of regular work hours, or for other personal emergencies. All employees are required to give at least twenty-four (24) hours notice unless impossible to do so.

(b) Two (2) of these days may be used for personal family matters provided a written statement is submitted to his/her principal or administrator by the applicant stating that his/her absence from duty is necessary for the health, and/or welfare of self or family. The day school commences for students and the day preceding and/or the day before and the day after a holiday or vacation period as stipulated in the school calendar may be taken for personal leave only as specified in paragraph "c" below.

(c) The remaining days may be allowed provided the applicant states the specific reason for taking such leave under all categories (personal family matters, family business, legal, religious) and the Superintendent approves such application for leave. The essential nature of the reasons for such absences and evidence that working time is required must be clear and beyond question. Among the reasons not considered valid are attendance at class reunions, weddings not in the immediate family, and other non-essential social functions.

7. Public Obligations

(a) Employees shall be permitted to be absent from school with pay when it is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services. If leave or such public duty, obligation or service is required by subpoena, it shall be filed with the Personnel Department.

(b) If an employee is a part of a suit, absences from school in that connection shall be granted according to the regulations on personal leave, unless the Superintendent, at his/her discretion, shall determine otherwise.

8. College Graduation

(a) Absence for attendance at an employee's own graduation or for conferral of an advanced degree will be allowed with pay for one (1) school day.

(b) Absences for attendance at college graduation exercises of an employee's husband or wife will be allowed with pay for (1) school day.

(c) Absences for attendance at the graduation exercise of an employee's child shall be with pay for one (1) day and should attendance at the graduation require travel in excess of 1,000 miles, two (2) days with pay shall then be allowed.

(d) Educational visitations, conferences, trips, or meetings for which employees expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the Superintendent. Written application for such approval shall be made to the Superintendent in writing on forms prescribed by the Board and be approved by him/her before being submitted to the Board. Requests for reimbursements shall be filed with the Superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

9. Military Reserve Training

(a) Absence for military reserve training shall be allowed with full pay for three (3) weeks provided that such leave is required by military orders and such orders are filed with the school principal.

(b) Employees who have such obligation should arrange this duty during vacation periods if possible.

(c) Leave for military reserve training will be approved by the Superintendent.

10. Professional Purposes

(a) Employees may be excused to attend educational visitations, conferences, trips, or meetings without loss of pay or accumulated sick leave, provided the Superintendent approves such absence in advance. This shall apply to conferences and activities for which no reimbursement of expenses is expected. Written application for approval shall be made to the Superintendent in writing on forms prescribed by the Board.

(b) Educational visitations, conferences, trips, or meetings for which employees expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the Superintendent. Written application for such approval shall be made to the Superintendent in writing on forms prescribed by the Board and be approved by him/her before being submitted to the Board. Requests for reimbursements shall be filed with the Superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

11. **Transfer of Sick Leave**

(a) The Board of Education shall grant one-half credit for any unused accumulation of sick leave days up to a maximum of fifty (50) days that a newly employed employee may have had in another school district in New Jersey at the time said employee commenced employment with this Board of Education.

(b) Each such new employee shall file with this Board within one (1) year of the date of his/her new employment a certificate obtained from his/her prior employer stating such employee's unused accumulation of sick leave days as of the date of such termination.

(c) The accumulation of sick leave days up to a maximum of fifty (50) days from another school district shall be credited upon receipt of the said certificate and may be used immediately or accumulated for additional leave thereafter as may be needed.

(d) This policy shall be applicable to all such employees with accumulated sick leave who were employed by the Board of Education on or after July 1, 1984.

12. **Other Leaves**

(a) Other leaves of absence with pay may be granted by the Board for good reason.

13. **Sick Leave Notification**

(a) Employee's shall be notified of their number of unused accumulated sick days no later than October 30th.

ARTICLE X - EXTENDED LEAVES OF ABSENCE

A. Pregnancy Leaves

The Board shall grant pregnancy leaves with or without pay to any employee upon request if the employee complies with the following requirements and conditions.

1. Pregnant employees shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no event later than the end of the fourth month of pregnancy. The employee shall also notify the Superintendent of the anticipated date of the delivery of the child.

2. Pregnant employees shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy unless she presents a statement from her physician stating that she is physically capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe.

Should the Board question the statement of the employee's physician, it may require the employee to submit to an examination by a physician to be designated by it and in cooperation with the employee's attending physician and the employee shall be required to submit to such an examination. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue to work, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the employee and the Board.

3. A pregnancy leave shall be terminated no later than twenty (20) days following the date of the delivery of the child unless the physician of the employee shall certify that the employee's physical condition or capacity is such that the employee's health would be impaired if the employee were to continue working, in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the

employee, but not beyond one (1) year. Disagreements as to the employee's condition shall be resolved as in the preceding paragraph.

In no event shall an employee be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty.

4. The Board may change the requested dates for commencing or terminating a pregnancy leave if the Board finds that the granting of such a leave for the requested dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated.

5. Employees returning from pregnancy leaves of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

B. Child Rearing Leave

The Board will grant child rearing leaves without pay to any employee upon request if the employee complies with the following requirements and conditions.

1. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.

2. In the case of female employees, the application for child rearing leave will become effective immediately upon the termination of the pregnancy leave.

3. Child rearing leave will be for a period of up to one year immediately following the birth or adoption of the child, but such leave may, at the option of the Board and upon the request of the employee, be extended for one additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first year thereof.

4. Where the adoption of a child is anticipated during the first two (2) months of a school year of new semester and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year or new school semester.

5. A child rearing leave approved by the Board must extend through the end of the school year in which it is taken.

6. Application for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption of the child.

7. An employee returning from a child rearing leave may be assigned to any position decided upon by the Superintendent.

8. A child rearing leave granted to a non-tenure employee will not be extended beyond the end of the contract year in which the leave is obtained.

9. Employees returning from child rearing leaves shall not be entitled to any of the benefits to which employees returning from pregnancy or other type of sick or disability leaves would be entitled, except that an employee shall be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave and said employee shall not lose previously accumulated unused sick leave days.

C. Health

Leaves of absence without pay for a period up to two (2) years duration may be granted to employees for reasons of personal health.

D. Education Leave

A leave of absence without pay may be granted to any employee for a period of one (1) year for the purpose of study.

E. Other Extended Leaves of Absence

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

F. Family Leave Act

The following is for information only and shall not be subject to the grievance procedure.

FAMILY LEAVE ACT

Employees who have worked at least 1000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.

Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.

Employees who take such leave will continue to receive all other benefits to which they would be entitled while not on leave.

Employees who request such leave must submit medical certification of the reason for the leave.

The leave may be taken in blocks of time as required by the condition causing the leave; i.e., consecutively, intermittently or on a reduced work schedule.

Employees who return from such leave are entitled to be placed in the same or an equivalent position.

Employees are required to give 30 days advanced notice of the leave, when such leave is foreseeable.

G. Miscellaneous

Any employee on an extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave to all returning employees.

ARTICLE XI - SCHOOL CALENDAR AND VACATIONS

A. All employees shall follow the appropriate calendar as adopted by the Board.

B. The following schedule shall be used in the determining of vacation for twelve (12) month employees:

0 - 11 months 1 day per month up to ten (10) days.

1 - 4 years 2 weeks vacation.

5 - 10 years 3 weeks vacation.

11 and above 4 weeks vacation.

January 1st shall be used as the date for vacation accrual.

C. **Holidays**

Offices will be closed for the following days when they occur during the school week; Independence Day (1 day), Labor Day (1 day), Thanksgiving (2 days), Christmas and New Year (Christmas recess), Martin Luther King's Birthday (1 day), George Washington's Birthday (1 day), Good Friday (1 day), and Memorial Day (1 day).

ARTICLE XII - EFFECTIVE LAWS

1. The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

ARTICLE XIII - INSURANCE PROTECTION

The Board shall provide the following insurance benefits for all employees covered by this Agreement:

A. Liability Insurance

1. The Board shall carry liability insurance to protect all employees from financial loss arising out of any claims, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person within or without the school building, provided such of his/her duties are within the scope of his/her employment and/or under the direction of the Board of Education.

2. The Board agrees to save harmless as provided by New Jersey Statutes Annotated, 18:5-50.4.

B. Group Insurance

The Board shall provide:

1) The required membership of each employee in the NJ PERS which carries with it. Group Life Insurance equal to one and one-half (1 ½) times the contract salary.

2) Upon retirement this becomes a paid-up policy equal to 3/16 of the final year's salary.

3) Each employee may elect to carry additional Group Life Insurance equal to another two (2) times the contract salary by having a normal monthly premium included with the pension deductions. This coverage is mandatory for the first year of duty in New Jersey.

4) In 1961, the State Pension Board agreed to award an extra 3/16 of salary paid-up insurance on retirement to those who carried the extra Group Life Insurance.

5) The Board shall contribute one hundred per cent (100%) of the full premium for each employee for the individual plan or for the family plan for Blue Cross, Blue Shield, Rider "J", and Major Medical, or equivalent.

6) The Board shall contribute one hundred per cent (100%) of the full premium for each employee for the individual plan or for the family plan for prescription insurance. Effective December 1, 2003, the plan shall be changed as follows:

The parties agree that the co-pay for the prescription insurance plan shall be \$10.00 for a generic drug and \$20.00 for a name brand drug. The co-pay amount shall be determined on the basis of the drug that is dispensed at the time of filling or refilling of the prescription.

7) The parties agree that employees covered by this agreement shall be permitted to purchase dental plan coverage (employee paid) at the Board's premium cost for each year of this agreement.

ARTICLE XIV – LONGEVITY

1. Effective July 1, 1992, a longevity schedule for employees who have completed the years of service indicated shall be as follows:

5 years of completed service	2% of base salary.
10 years of completed service	4% of base salary.
15 years of completed service	6% of base salary.
20 years of completed service	8% of base salary.
25 years of completed service	10% of base salary.

2. The longevity payments herein are to be considered part of remunerating for pension purposes, but not for other purposes; e.g., overtime or holiday pay.

ARTICLE XV - TRAVEL EXPENSES

1. Effective July 1, 1984, the mileage allowance for use of automobile will be increased, to the I.R.S. approved rate as of January 1st of each year for actual mileage traveled.
2. Expenses will be reimbursed for the actual amount of tolls, and/or parking fees they may need to apply when on board business.

ARTICLE XVI - SHIFT PAY DIFFERENTIAL

1. Those employees of the Board who are regularly assigned to the second shift shall receive a 7 1/2% shift differential over and (starting after 4:30p.m.) above the employee's salary for all hours worked on such shift.

ARTICLE XVII - EDUCATION STIPENDS

1. The Board will pay a stipend of \$750.00 for employees who possess or obtain an AA degree or a total stipend of \$1,500.00 for employees who possess or obtain a BA/BS degree, when such degree is granted by a state, regional or nationally accredited college or university.

Salary adjustments for additional training shall be made as of July 1 or September 1 of the year in which the degree is conferred, following the awarding of the degree.

ARTICLE XVIII - TUITION REIMBURSEMENT

1. The Board agrees to provide tuition reimbursement, up to the Rutgers University rate, for courses that are related to the employees' position. Requests for tuition reimbursement must be approved, in advance, by the Superintendent of Schools. The decision of the Superintendence of Schools is final and not arbitrable.

ARTICLE XIX - TERM OF AGREEMENT

1. This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. 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 and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2. The term of this Agreement shall be from July 1, 2003 through June 30, 2006. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

3. This Agreement shall remain in full force and effect on a day to day basis during the collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination by registered or certified mail, R.R.R., in which event the Agreement shall terminate five (5) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Agreement as of the day and year first above written.

APPENDIX A

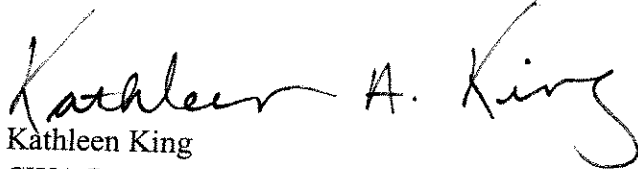
2003 - 2005 Salary Range and Steps

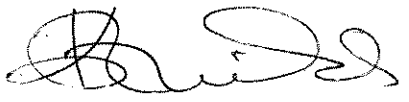
East Orange Board of Education CWA Unit			
1	\$32,085.00		
2	\$33,368.40		
3	\$34,703.14		
4	\$36,091.26		
5	\$37,534.91		
6	\$39,036.31		
7	\$40,597.76		
8	\$42,221.67		
9	\$43,910.54		
10	\$45,666.96		
11	\$47,493.64		
12	\$49,393.38		
13	\$51,369.11		

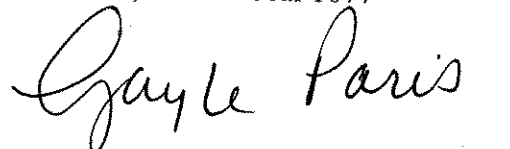
Printing of the Agreement

The parties agree that the Board shall be responsible for printing copies of the complete agreement and incorporating the full and complete understandings therein.


**COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**

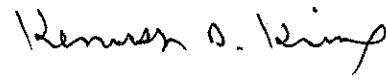

Kathleen King
CWA Representative


Kelly Fields
President, CWA Local 1077


Gayle Paris
Committee Member, CWA Local 1077

**THE EAST ORANGE
BOARD OF EDUCATION**


Mary Ann Cool
President, EOBOE


Dr. Kenneth D. King
Negotiator

January 26, 2004