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**NOTE THAT** the following contract language examples are, for the most part, from actual contracts collected from across the state. As a result, before proposing at the bargaining table any of the language included below, it is strongly recommended that local association leaders consult with their NJEA UniServ Field Rep. Find your field representative at [njea.org/regional-offices](http://njea.org/regional-offices).

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Educational Support Professionals (ESPs)
Collective Bargaining Considerations for Local Associations

Who we are:
- Clerical Services
- Custodial and Maintenance Services
- Food Services
- Health and Student Services
- Paraeducators
- Security Services
- Skilled Trade Services
- Technical Services
- Transportation Services

NJEA has a proud, historical record of achievement in promoting, protecting and organizing the careers and interests of educational support professionals (ESPs). NJEA continuously strives to safeguard and advance the professional interests, training, job security and pension and health benefits of our ESPs. From the local to the national level, NJEA has led the way for ESPs in organizing over 50,000 ESP members, negotiating contract improvements and achieving legislation in all areas of terms and conditions of employment.

Learn more at njea.org/esp.

The nine (9) job groups listed at left include more than 300 categories of PreK-higher education ESP positions!

Through NJEA, we:
- Win better pay, benefits and working conditions.
- Gain professional development and leadership training.
- Have access to life, health and disability insurance programs.
- Get credit, loan, savings, investment and discount services.
- Have tough and effective representation in job-related disputes.
- Speak out for our concerns in the state Legislature and in Congress.
- Are represented at NJEA meetings.
- Get association news through NJEA publications and njea.org.

NJEA’s ESP programs ...
- Organize, represent and support us.
- Let the local community know what we do for public education.
- Foster our access to and use of technology through training, grants and educational materials.
- Help us fight privatization of our work.
- Develop research-based information to help ESP leaders better represent us.
- Over the past two decades, NJEA’s ESP membership has grown steadily. In 1979 we numbered just 13,000. We now number over 50,000.
What is NJEA?

We are proud to count you as a member of the nation’s premier education association. In challenging times such as these, NJEA members must remain united to promote a quality system of public education for all students and protect our profession.

The New Jersey Education Association (NJEA) is an organization of over 200,000 members whose mission is to advance and protect the rights, benefits and interests of members and promote a quality system of public education for all students. Members range from PreK-12 to postsecondary categories. They include the broad spectrum of teaching staff members, including school librarians, school nurses, school counselors and other certified staff; college faculty; and ESPs, including secretaries, paraprofessionals, bus drivers, clerks, food service workers, maintenance and custodial personnel and other public school employees.

NJEA is a democratic organization in which members vote and have a voice in determining the organization’s priorities in an ever-changing environment. For over 150 years, NJEA members have driven the state education reform agenda in order to keep New Jersey’s public schools among the best in the nation.

As the state's largest and most experienced representative of educational employees, NJEA successfully advocates for better working conditions and benefits for all of its members. NJEA not only provides its members with the power to be heard locally and at the state and federal levels of government but also gives its members unequaled legal protection and representation.

Along with our parent organization, the National Education Association (NEA), NJEA offers members an impressive array of services and benefits.

NJEA is proud to represent you.

Not a union member (yet!)? Join the union at njea.org/join.

Any public school employee can be a union member at least the county, state and national levels.
Learn more at njea.org.
Bargaining Areas for ESP
Selective Proposals For Consideration

**SALARY**

**All School Employees**

- Seek teacher salary settlements in excess of the “going-rate” of settlements with a greater percentage increase for ESP units.
- Keep both teacher and ESP salary guides strong and short.
- Aim for higher entry-level salaries for teachers and competitive beginning salaries for ESP staff. Current rates of increases and starting salaries may be obtained by calling your UniServ regional office or by reviewing the most recent NJEA Trend Setter.

*From NJEA’s Collective Bargaining Manual* (available on njea.org under “Documents”):

**Columns**

Educational columns should be established on all ESP career categories. Employees should be able to move to them through district in-services, professional development trainings, conferences, workshops, assessments, college credit hour courses and CEU credits. The columns should be equal dollar values and the same for all job categories.

One college credit hour usually equals 15 clock hours. These credits are often described as continuing education units (CEUs).

**Example:** Non-Degree (ND)

- ND + 15 = +$600
- ND + 30 = +$1,200
- ND + 45 = +$1,800
- ND + 60 = +$2,400
- ND + 75 = +$3,000
- ND + 90 = +$3,600
- ND + 105 = +$4,200
- BA degree = +$6,000

**Settlement Percentage**

Since ESP salaries are normally lower than certified salaries, a higher settlement percentage may be necessary in order to provide adequate raises. As with all salary issues, thorough preparation will help you determine this in advance of reaching a settlement.

**Stipends**

Position differentials are normally a better approach than creating a separate guide for specific positions. An example would be creating a stipend or differential of $1,000 for a head custodian instead of producing a separate guide for head custodians. However, in order to guarantee that a differential for a license is pensionable, care should be taken to include the amount on the salary guide whenever possible.

**Different Work Years**

It is common for employees with different work years to be paid on a ratio basis compared to other employees with the same classification. An example would be 10-month secretaries who are paid 10/12ths (or 83.33%) of the 12-month secretary guide. No universal method can be applied because other provisions may affect the ratio that is used. For instance, 83.33% may not be used in a district because of differing numbers of vacation days or some other provision that was used to set the ratio in the past (see “Columns” at left).

**Bubbles**

Increment costs can be much higher on ESP guides than on certified guides because of the perception of bubbles, or large increments. A $2,000 increment may not be out of place on a teacher guide, but the same $2,000 increment could easily be over a 10% increase on a para-educator guide. Again, thorough preparation will help in identifying these types of problems early on.
JUST CAUSE

All School Employees

- No employee shall be reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit, have their employment contract or status not renewed or not continued without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29.

- Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee (or member thereof) concerning any matter that could be disciplinary in nature, said employee shall be given an amount of time prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a representative(s) of the Association advise and represent him/her during such meeting or interview.

- Any suspension of any employee pending charges shall be with pay.

- No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

WORK YEAR / WORK DAYS

All School Employees

- The work year for ten (10) month employees shall include [negotiated number] days for orientation and in-service training as well as the opening and closing of school. Note: List each category of school employee covered in the recognition article.

- The work year for all eleven (11) month employees listed below shall include [negotiated number] days for orientation and in-service training as well as the opening and closing of school. The maximum number of work days in the work year shall be as follows [negotiated number]. Note: List each category of school employee covered in the recognition article.

- The work year for all twelve (12) month employees listed below shall include [negotiated number] days for orientation and in-service training as well as the opening and closing of school. The maximum number of work days in the work year shall be as follows [negotiated number]. Note: List each category of school employee covered in the recognition article.

SENIORITY AND JOB SECURITY

All School Employees

- For negotiated job categories

- Seniority shall be defined as service in the school district as a member of the bargaining unit.

- A seniority list shall be provided to the Association by Nov. 1 or at the time of a contemplated reduction in force (RIF).

- Any reduction of positions shall be accomplished in the following manner:

The holiday schedule for all eleven (11) or twelve (12) month employees shall be according to the school calendar and shall include but not be limited to the following:

WORK WEEK / WORK HOURS / WORK LOAD

All School Employees

- Any employee required to attend night meetings/parent conferences/back-to-school nights or other evening activities will be released at [negotiated time]. Employees shall be compensated at [negotiated number] of pay for such activities.

- All employees shall receive an alternate day off or premium rate, at the employee's option, if a holiday falls on a Saturday or Sunday.

- Employees who work on Saturdays, Sundays, or holidays shall be paid at [negotiated amount].

- In the event of an unscheduled student dismissal, employees shall be allowed to leave [negotiated time] after such dismissal. Any employee required to remain in the district to deal with the emergency shall be paid [negotiated rate] for the hours worked.

- In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather, or other reason, employees will not be required to report more than [negotiated number] minutes before pupils. If certain employees are needed to cope with the situation that caused the delay, said employees will be paid at [negotiated amount] for that period of time when all employees are not required to be present.
Employees shall exercise their total employment seniority to replace a less senior employee in the same job category. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.

In the event that a vacancy occurs, a laid-off [list job categories] shall be entitled to recall thereto in the order of their job category seniority.

Notice of recall to work shall be addressed to the employee’s last known address appearing on the records of the school district, by certified mail, return receipt requested. Within [negotiated number] days from receipt of such notice of recall, the employee shall notify the Board of Education (BOE), in writing, whether or not they desire to return to the work involved in the recall. If they fail to reply, or if they indicate that they do not desire to return to such work, they shall forfeit all of their seniority and all rights to recall.

Each person on the recall list shall be permitted to reject one job offering within their job, shift, hours and days category of work and still remain on the recall list. If, after two jobs have been offered and rejected, or if said employee fails to respond, said employee shall forfeit all rights to the recall list.

### EMPLOYEE EVALUATION

**All School Employees**

Each employee shall be observed [negotiated number] times during each work year. Each observation shall consist of a [negotiated number]-minute observation of the employee at their worksite.

Within [negotiated number] days of each observation, the employee shall receive a written report and within [negotiated number] days shall have a conference with the author of the report. Each observation cycle shall be completed before another cycle begins.

Annually, each employee shall receive a written evaluation [negotiated number] days prior to a meeting with their supervisor to review the content of the evaluation.

Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.

**Note:** Specific contract language regarding tenured, nontenured, certificated and non-certificated staff may be necessary to include in your collective bargaining agreement. Contact your NJEA UniServ Field Rep for assistance.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address systems, cameras, audio systems and similar surveillance devices shall be strictly prohibited.

An employee shall be given a copy of any visit, observation, or evaluation report prepared by their evaluator(s) [negotiated amount of time] before any conference. No such report shall be submitted to

### SUBCONTRACTING AND OUTSOURCING

**All School Employees**

In the event of the privatization of any employee category, the Board shall implement and abide by the following procedure:

- The Board agrees that [negotiated number] days prior to any formal Board action to consider subcontracting, it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith.
- The Board shall provide to the Association job specifications for each position intended to be privatized at least [negotiated amount of time] prior to any public notification.
- Any procedural dispute shall be subject to the grievance procedure of this Agreement. Any violation of this procedure shall require the Board to pay each affected employee double the amount of severance benefits otherwise provided.
- The Board shall provide severance benefits as follows:

- The Board shall pay all affected unit members full pay for all leave days credited to the employee’s account.
- The Board shall grant to all employees not able to vest their pensions, an amount of money equal to the total contributions made on behalf of that employee, up to the date of separation.
- The Board shall provide that all employees who lose their positions as a result of privatization shall be paid one year’s annual salary at separation and shall be retained in their proper places on the district seniority recall list.
- The Board shall provide a retooling benefit of [negotiated dollar amount] for each year of employment to each employee leaving their position.
the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

Evaluation reports shall be presented to each employee in accordance with the following procedures:
- Such reports shall be addressed to the employee.
- Such reports shall be written in narrative form and shall include:
  - Strengths of the employee as evidenced during the period since the previous report.
  - Specific suggestions as to measures that the employee might take to improve their performance in each of the areas wherein weaknesses have been indicated.

**PROFESSIONAL CAREER DEVELOPMENT**

**All School Employees**

The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, assessments or other such sessions that an employee elects to take and/or is requested by the administration to take. When the experiences listed above, or other forms of professional development are required for continued employment, all expenses shall be paid by the Board in advance. Said employee shall also be compensated for all time spent in actual attendance at such sessions beyond their regular workday and year at their regular rate of pay or overtime, whichever is greater.
Did you know?

By statute, secretaries earn tenure after three consecutive years and one day of employment.

What is tenure?

In 1909, New Jersey became the first state to pass tenure legislation when it granted fair-dismissal rights to educators. Tenure is vital to the protection of public education. It provides you with due process procedures that protect you from arbitrary discipline or political interference.

Districts usually employ both 10- and 12-month secretaries.

Secretaries can negotiate salary enhancements based on their conferred educational degrees and experience background.

Secretaries can work a schedule in accordance with the adopted board of education school calendar.

Secretaries can negotiate daily breaks in addition to a lunch break.

SALARY LANGUAGE EXAMPLES

Overtime pay shall be provided at one and one-half (1 1/2) times the employee’s hourly rate of pay [daily pay divided by seven (7)] for each hour over 40 per week. Secretaries who work on Memorial Day, Labor Day, or Independence Day shall receive two (2) hours pay for each hour worked.

Secretaries shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate for all authorized time worked in excess of forty (40) hours per work week. For the purpose of calculating overtime, paid sick days and paid holidays shall count as regular workdays.

Double time shall be paid on Sunday or when a secretary is called into work on any of the holidays listed in this contract.

Twelve-month secretaries completing the time requirements of their contract shall be eligible for one of the following bonuses per year:


b. More than zero days up to and including one day: $180.

c. More than one day up to and including two days: $120.

Ten month secretaries completing the time requirements of their contract shall be eligible for one of the following bonuses per year:


b. More than zero days up to and including one day: $150.

c. More than one day up to and including two days: $100.

Secretaries who hold an associate degree will receive their step/guide salary plus $750 and above after the date of their degree.

Secretaries who hold a bachelor’s degree will receive their step/guide salary plus $1,500 and above after the date of their degree.

An $800 stipend is to be paid to the secretary(ies) in which summer school is being held. An $800 stipend shall also be paid to the designated child study team secretary(ies), with responsibility to prepare for the summer school assignment.

Secretaries who move from a 10.5-month position to a 12-month position shall be placed horizontally on the guide that was established for the 12-month secretaries, e.g., Step 8, 10.5 months = Step 8, 12 months.

A secretary or clerical staff member already holding a “principal” title and having been assigned permanent, additional clerical job responsibilities, may remain in the “principal” title and receive up to $3,500, in addition to their base salary. It is acknowledged by the Association and the Board that additional work volume is not necessarily additional responsibility.

Any secretary who reached and remained at the final step of the vertical column on the salary guide for one year and who would not, therefore, receive a scheduled increment, shall receive in each contract year thereafter a career service increment of $150.
WORKING CONDITIONS LANGUAGE

In cases of a delayed opening due to inclement weather, the secretaries' arrival time shall be adjusted pursuant to the time of the delayed opening (for example, if there is a two-hour delayed opening, secretaries' arrival time shall be two hours later than normal). In cases of a delayed opening due to any other reason, the secretaries' arrival time shall be their normal arrival time.

During the pupil school year, the principal has the option to release secretaries/clerks up to thirty (30) minutes prior to the normal closing time on Fridays and on any full school day prior to a school vacation closing.

Expenses incurred by the employees that are subject to reimbursement by the Board shall be paid upon prior approval by the immediate supervisor and school business administrator/board secretary.

When Association employees are called upon to use their privately owned vehicles, they will be reimbursed for their mileage at the rate established in the current Board policy upon submitting a proper voucher.

The evaluation of secretaries will be conducted by the employee's immediate supervisor or the principal, as specified by the superintendent. Evaluation criteria for each position will derive from the job description for the position and relate directly to each of the tasks described. As such, the same evaluation tool should be applied to staff members who share similar job responsibilities.

WORK DAY / WORK YEAR

Secretaries may leave at the same time as the students on the day before Thanksgiving, the day before winter recess and the day before the spring recess.

Ten (10) month secretaries and twelve (12) month secretaries will report to work at 8 a.m. and remain until 4 p.m. The secretary workday is seven (7) hours. Secretaries will receive a one (1) hour duty free lunch break each day.

Summer Hours: Secretaries will work a four (4) day work week in the summer, the start and end times of which shall be at the discretion of the superintendent.

Full-time secretaries’ regular work hours shall be reduced by one hour from July 1 through the Friday before Labor Day.

Summer hours for 10.5-month secretaries will be calculated according to the staff and student populations of each school and will be determined prior to each summer. Notice of these hours as approved by the superintendent and Board will be provided to the 10.5-month secretarial staff on or before June 1.

Every secretary shall be entitled to no less than twenty-two (22) paid school holidays per year including Independence Day, Labor Day and Juneteenth. Should the school calendar reflect more than twenty-two (22) holidays during the school year, the secretaries shall receive the additional days.

Secretaries may work Mondays through Thursdays or Tuesdays through Fridays from 7:30 a.m. to 3:30 p.m., inclusive of an hour lunch, during all summer weeks following the Independence Day holiday week but ending two weeks prior to the opening of the new school year. Work schedules during these weeks shall be designated to ensure a balance of secretaries working on Mondays or Fridays.

Secretaries and support staff who are representatives designated by the Association shall be granted release time, upon request, not to exceed two (2) hours in any given week, to perform the functions as Association representative in the fulfillment of this Agreement. The Association shall advise the director of Human Resources of the Board in writing with regard to the name of the representative so designated.

Twelve-month employees will work a four-day summer work week, ten hours per day, inclusive of a thirty (30) minute duty free lunch. The summer work week is defined as the start of the first week after graduation to two weeks before school resumes.

In the event of an unscheduled or unprecedented school closing declared by the Board or the superintendent (e.g., epidemic, day of national mourning, disaster), all secretarial personnel shall be excused from duty. Secretarial employees will not be required to report when school is closed for inclement weather. Secretaries shall not suffer any loss in pay on these occasions.

Notwithstanding paragraph b, all secretaries will be permitted to take at least five (5) vacation days at any one time during the school year, as long as the vacation is not during a peak period. Additional days beyond five (5) during the school year shall be at the discretion of the superintendent or their designee.

A flexible work schedule makes provisions for being available to parents and students for education-related purposes outside the instructional day when required or requested to do so under reasonable terms. Secretaries shall submit timesheets to be paid overtime when this occurs.
SICK DAYS, PERSONAL DAYS, TIME

All secretaries who are employed by the Board shall be allowed three (3) days of absence with full pay at the discretion of the superintendent in any school year for serious illness or injury of a member of the immediate family or if the employee is authorized as a power of attorney (POA) on behalf of a grantor.

Secretaries shall receive one (1) Flex Day per school year. A Flex Day is a day that can be used for a religious holiday, a sick family member, or other emergency situation not otherwise covered in the contract. A Flex Day will not be granted before or after a holiday, or the first or last week of school.

Secretaries shall return to work for Back to School Night or Parent Teacher Conferences in exchange for a four-hours of paid release time on the Wednesday prior to Thanksgiving.

Secretaries shall be paid $55.00 per day for each unused vacation day and/or allowed to carry up to five days into the next year at the discretion of the employee.

The Board shall pay for each unused sick day, at the time of retirement, as approved by the N.J. State Division of Pensions. Additional compensation to each employee will be computed as follows:

A secretary retiring during the term of this Agreement shall be paid for unused sick days at the following rate:

1-100 days..........................$72/day
101 days and beyond ..........$86/day

All such payments made shall be in the form of deferred compensation to 457/403b plan(s).

The estate of a secretary who dies while in the employ of the Board shall be paid these benefits.

Extended leaves of absence for illness may be granted without salary by the Board of Education for a period of one (1) year to secretaries having tenure. The employee shall submit a statement from a physician certifying the need for such leave.

OTHER

The Board shall allow secretaries who have been previously employed in public school systems immediately preceding employment with the Board to transfer up to twenty (20) days of accumulated sick leave. The secretary shall present a certified statement from the Secretary of the Board of the previous employer to the Board’s secretary no later than three (3) months following employment by the Board. At its discretion, the Board may extend this provision to periods in excess of twenty (20) days.

Tuition reimbursement will be considered for courses or workshops that help develop secretarial or bookkeeping skills with prior approval of the superintendent or their designee. Reimbursement for such courses or workshops will not exceed three hundred-fifty dollars ($350) per secretary per contract year.

A secretary taking and completing college credit courses will be granted a tuition subsidy of $1,000 during the term of this agreement.

An increment of $700 shall be granted to any secretary, upon completion of a two (2) year secretarial program or its equivalent, at a recognized secretarial or business training school or college. Proof of completion of the program on a successful basis must be submitted prior to consideration by the administration on the granting of the increment.

In-house professional development shall be provided for secretaries on in-service days. If in-house professional development cannot be provided, an annual allowance, not to exceed $250, shall be provided by the Board. Professional development requests shall be approved by the direct supervisor.

Secretaries applying for a transfer within their own job title or classification shall not be required to take a test to determine their eligibility for the position.

A secretary who completes 25 clock-hours of approved professional growth activities (college courses, district in-service courses or workshops) shall be entitled to $500 added to their base pay.

Whenever an employee is transferred to a higher job category, service after the transfer is credited toward seniority in all categories in which the employee previously served. Thus, an employee's seniority in any job category begins to accrue on the day that service in that category begins and continues to accrue during all subsequent service. For example: an employee works as a secretarial clerk for five (5) years and then is transferred to a secretary and works for another five (5) years in that position. The employee would have ten (10) year's seniority as a secretarial clerk and five (5) years seniority as a secretary.

An employee who is rehired after a reduction in force shall not suffer the loss of accumulated seniority and additional seniority shall accrue from the date of resumption of service.

A seniority list, by classification, shall be given to the Association president no later than Sept. 30 of each year.
Prior to the submission of an annual evaluation, the administrator or supervisor writing the evaluation shall hold a conference with each secretary. Where both secretary and evaluator agree that there has been an oversight or a mistake in fact in connection with any evaluation, said evaluation shall be rewritten to reflect the facts before submission. If the secretary objects to or disagrees with statements in their evaluation, they shall be allowed five (5) school days to append a written reply to the evaluation. The evaluation shall not be forwarded without this reply. If the secretary does not reply within the allotted time, the evaluation shall be forwarded to the principal/superintendent on the sixth school day.

Secretaries shall submit requests through their building principal for approval to attend workshops, conferences, or courses that relate to their work assignment and that may or may not be scheduled during their work time. If the superintendent approves, the Board shall pay the registration fees associated with such attendance. Approval must be obtained prior to registration. For each year of this contract, funds for this purpose will be limited to $8,500, not to exceed reimbursement for six (6) credits at the County College rate. The $8,500 for this purpose shall be in addition to the funds available for teacher’s tuition reimbursement. The procedures referenced in the 2011-2012 and 2012-2013 memorandum of agreement incorporated into the 2011-13 collective bargaining agreement pages 85-86 shall be maintained.
Custodians and Maintenance Personnel

Did you know?

Tenure is negotiable.

What is tenure?

In 1909, New Jersey became the first state to pass tenure legislation when it granted fair-dismissal rights to educators. Tenure is vital to the protection of public education. It provides our members with due process procedures that protect them from arbitrary discipline or political interference.

Additional stipends or payments can be negotiated for various licenses held by custodial, maintenance, or other licensed employees.

In addition to a duty-free lunch, breaks can be written into the contract.

There are local associations that have painters in their contracts’ recognition clauses.

SALARY LANGUAGE EXAMPLES

Any custodian covered by this Agreement called upon to work non-continuously outside their regular shift in special or emergency situations not connected with their regular duties shall be paid a minimum of two (2) hours pay notwithstanding the length of time required to perform the assigned duty or task if it takes less than two (2) hours.

Custodians assigned to substituting or to split duties for a period exceeding two (2) consecutive work days shall be compensated at a rate of one (1) additional hour of pay at time and one-half beginning on the third work day of said assignment.

Custodians who are called in on a Sunday for purposes of snow removal shall be compensated at double-time.

All holders of a Black Seal license shall be paid an annual stipend of $975. Half the stipend shall be paid on Dec. 15 and half the stipend shall be paid on June 15.

If a night custodian takes the place of a day shift head custodian, after ten (10) consecutive working days, the replacement custodian’s salary will be increased by 10% for further replacement time until the head custodian returns to work.

Longevity:

$500 after ten years of continuous service.

$2,000 after twenty years of continuous service.

$2,500 after twenty-five years of continuous service.

Custodial employees with ten (10) or more years of service shall receive a yearly payment of five hundred-fifty dollars ($550).

Employees will be paid the amount of $175 for each week (7-day period) that they are “on call” effective upon ratification of the Memorandum of Agreement dated Sept. 23, 2021.

The position of grounds group leader shall receive an annual stipend of $2,000.

The position of certified electrician shall receive an annual stipend of $1,000.

Boiler, insecticide, pesticide (designated as 3A, 3B, 7A) and refrigeration licenses shall be as follows:

Effective July 1, 1999, increase to $150/year for employees who now have the license or for those employees who are now waiting to take the test and who pass it. Any other employee who hereinafter received a boiler license will not receive the $150 unless that employee is regularly assigned to a school with a 100HP boiler. The Board will also pay for renewals.

WORKING CONDITIONS LANGUAGE

The Board shall provide hearing protection equipment for custodians in each building. The Board shall provide hearing protection equipment in the central duplicating room for use by employees and other individuals if they are in the central duplicating room.

The Board shall purchase footwear for all custodians up to a cost of $150.
All custodians shall be furnished with wash-and-wear uniforms for summer and winter, including jackets and gloves. Custodians are required to wear furnished apparel daily as weather and conditions permit. The Board shall pay for such uniforms/apparel and necessary replacements.

Reimbursement for one pair of maintenance/custodian, custodian/cleaner safety work shoes shall be in the amount of one hundred twenty-five dollars ($125) a year upon submission of receipt.

Maintenance/custodian and custodian/cleaner employees shall be provided with three (3) sweatshirts, five (5) polo shirts and five (5) T-shirts paid annually by the Board of Education. The T-shirts shall be worn only when school is not in session. Such clothing shall be mutually agreed upon by the parties.

The Board of Education will contribute up to $60 annually for purchase of a three-season jacket and $130 every three years for a working coat, either winter or spring. The jacket is to be selected by the school administration with Association members’ input.

All overtime assignments that are offered to the department shall be assigned a reference code and number. (Example: C 2, Custodial Assignment #2.) The codes shall be as follows: M=Maintenance, G=Grounds, C=Custodial. The purpose of this language is to be able to distinguish the order that the events are assigned, since the events are not always assigned in the same order that the events take place. This does not apply to emergency or open assignments.

When situations arise in which the employees who work the 6 a.m.-3 p.m. shift are unable to report to work, the necessary coverage and overtime assignments shall be made by equitably offering one (1) hour overtime to employees assigned to the day shift positions at the location affected. This overtime will not be subject to or affect the overtime procedure outlined in Letter C numbers 1 through 10 in this article. If all eligible employees at the affected location are unable to cover the assignment, it shall become an emergency overtime assignment.

The Board agrees to allow vehicle mechanics to utilize laundry facilities for their uniforms on-site.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous work conditions or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of a person, or equipment, as determined by the Board or its designee. The term “dangerous condition of work” does not relate to the type of material that is hauled or handled. The Board shall supply protective clothing if employee is required to handle any dangerous material. The Board further agrees to cooperate to the fullest extent possible in all safety campaigns or projects in which the Association may see fit to participate.

The Board shall provide suitable sanitary conditions for employees.

Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one (1) copy to be retained by the employee. The Board shall not ask or require any employee to operate any equipment that has been reported in an unsafe operating condition until the same has been approved as being safe or the mechanical department.

When the occasion arises where an employee gives a written report of forms in use by the Board, on any equipment being in unsafe operating condition and receives no consideration from the Board, he shall take the matter up with the Association.

**State of Emergency:** When a State of Emergency is declared by the Governor, banning travel due to hazardous travel conditions on a regular workday, maintenance and custodial workers will not be required to work but will receive their full compensation for the day.

All custodians, maintenance and building and grounds employees are deemed Essential Employees and may be called in at the discretion of the facility manager during a declared State of Emergency. If a ticket is issued to an Essential Employee for travel during a declared State of Emergency, it will be presented to the superintendent for reimbursement.

### WORK DAY / WORK YEAR

If school is in session on a day that is a regular holiday for custodians, custodial employees shall be entitled to schedule an individual day off, to be mutually scheduled with the supervisor provided ten (10) calendar days are given as advance notification and approval secured in writing and the employee is subject to recall for emergencies.

All custodians will be given the option to work the day shift on the day before Thanksgiving.

There shall be one shift for custodians in the summer. The summer schedule shall commence on any day beginning with the day following the last day of classes in June to the Monday following June 30. The Board shall inform custodians in writing of the commencement date for the summer schedule at least two weeks before that date. The summer schedule shall end on the day before classes resume in September.
If Rosh Hashanah or Yom Kippur are not scheduled school days, this (these) day(s) will be a holiday for custodians.

**NJEA Convention:** during the two-day period, one custodian from each elementary school and two custodians from the upper grade schools shall be permitted to attend the NJEA Convention. The approval for such leave shall be based upon rotating seniority and the attendee(s) must produce proof of attendance in order to be paid for the day granted.

School will be closed for two (2) days for all custodians who are members of the Association to attend the NJEA Convention. (Group C: Custodial and Maintenance Staff.)

Custodians will work a half day on the day before winter break and the last day of school.

a. If December 23rd is a scheduled school day, it shall be a half day.

If Independence Day falls on a weekend, either the proceeding Friday or following Monday shall be granted as a holiday. If Christmas Eve falls on a Saturday, the holiday will be on Friday; if on Sunday, the holiday will be on Monday.

Bus mechanics, custodians/grounds and maintenance personnel shall receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Presidents Day, Good Friday, Memorial Day and Juneteenth.

Bus mechanics, custodians/grounds and maintenance personnel shall also receive the following additional paid holidays when school is closed for students: Veterans Day, Martin Luther King Jr. Day, Rosh Hashanah, Yom Kippur, the first two days and the last two days of Passover and Easter Monday. In the event that school is not closed on any or all of the above “additional holidays,” no compensatory time shall be granted.

When an observed holiday falls during an employee's scheduled vacation, the employee shall receive an additional day off with pay.

All bus mechanics, custodians/grounds and maintenance personnel shall be entitled to vacations with pay according to the schedule set forth below. (Rates of accrual will be effective with completion of full fiscal years, not anniversary dates.)

**Two (2) weeks:** after one year of employment (prorated for employees who have not completed one full year of employment by June 30).

**Three (3) weeks:** after five years of employment. After ten (10) years, one additional day for every additional year of employment until a maximum of four (4) weeks is reached. (i.e., 16 vacation days after 11 years; 17 vacation days after 12 years; 18 vacation days after 13 years; 19 vacation days after 14 years; and 20 vacation days after 15 years.)

Maintenance/custodian and custodians shall be paid $55 per day for each unused vacation day and/or allowed to carry up to five days into the next year at the discretion of the employee.

All members of the custodial unit who are steadily employed by the board shall be allowed four (4) days leave with full pay at the discretion of the superintendent in any school year for serious illness or injury of a member of the immediate family.

One (1) vacation day will be earned for each five (5) calendar weeks worked.

Effective July 1, 1997, there shall be two (2) days of the employee's choice (floating holidays), which are to be assigned by the Administration. A specific day may be a floating holiday for one, some, or all employees. Employees first hired on or/after the date of mutual ratification shall be eligible for only one (1) of these floating holidays during their first three (3) years of employment. Beginning on the July 1 that follows the third anniversary of employment, new employees shall be eligible for the second floating holiday.

**SICK DAYS, PERSONAL DAYS, TIME**

Employees may choose to receive compensatory time in lieu of monetary compensation for each hour of overtime worked at a rate of 1.5 times the number of hours worked as overtime. Use of compensatory time must be approved by the appropriate administrator. Compensatory time cannot be denied without just cause. All compensatory time must be used within the school year in which it was earned.

Full time custodians and secretaries shall be eligible to receive tuition reimbursement for undergraduate courses directly related to the district assignment of the employee at 75% of the tuition up to a maximum annual reimbursement of $750.

Custodian or maintenance workers taking and completing college credit courses will be granted a tuition subsidy of ($1,000) per school year during the term 2020-2025 of the Collective Bargaining Agreement.
The BOE will establish a fund for additional certifications of any current custodian or maintenance worker who is interested. The fund will reimburse the custodian or maintenance worker $150 for training and exam upon successfully completing the course and passing the exam. The fund will max at $1500 per year during the length of the contract. All certification courses and college credits must be pre-approved by the superintendent.

Subsequent to the employee's receipt of the evaluation report, a conference between the employee and their immediate supervisor shall be mutually scheduled for the purpose of discussing the report. If the employee so chooses, he may have a representative of the Association present at the second evaluation meeting.

Any employee who wishes to obtain any of the above licenses must obtain prior approval from the supervisor of Buildings and Grounds. Reimbursement for tuition and fees will occur upon approval, successful completion of the course and submission of receipts.

**Employee Initiated Transfer:** The employee shall submit their request for transfer to the supervisor of Buildings and Grounds in writing when the opening occurs. This request shall include the placement desired, the reasons for the request and a resume.

The supervisor of Buildings and Grounds shall interview night custodial personnel. Day custodial personnel shall be interviewed by the building principal and the supervisor of Building and Grounds.

Decisions are based on qualifications, attendance records, the interview and seniority. If all things are equal, seniority will be the deciding factor.

After consulting with the business administrator, the supervisor of Buildings and Grounds shall notify the employee concerning the decision made. Any subsequent moves are covered under administrative transfers.

When a daytime custodial position becomes available, all currently employed full-time custodial members shall be notified of the vacancy and shall be given an opportunity to be considered for appointment to fill the vacancy before any such vacancy is posted.
Did you know?

1. **Bus drivers can negotiate evaluation timelines and guidelines.** *For example ...*
   A. All evaluations will be completed by May 1.
   B. All monitoring or observation of the work performance of a bus driver shall be conducted openly with the full knowledge of the bus driver.
   C. Any complaints used as part of the evaluation shall be called to the attention of the member in writing within five (5) working days after the complaint was issued. All such complaints must be investigated by the transportation supervisor or a designee.
   D. Personnel file: Any warnings shall be removed after three (3) years.

2. **Bus drivers can negotiate supplies needed to perform duties.** *For example ...*
   A. All bus drivers shall be provided with the following supplies: tissues, paper towels, broom, garbage can, gloves, plastic bags, glass cleaner, antiseptic wipes, antiseptic spray, snow brush and snow scraper.
   B. Bus drivers and bus aides shall be given access to a room at all times they are working or expected to work. This room shall contain a computer, printer, copier, refrigerator, stove, kitchen sink, water cooler, exhaust fan, cabinets, table, chairs, two-way radio and a bathroom shall be accessible.
   C. The Board agrees to reimburse each bus driver the cost to renew their CDL license.
   D. All drivers and relief drivers will receive a $250 annual clothing allowance to be used towards the purchase of boots, rainwear or a heavy-duty jacket and pants provided proof of purchase is given to the appropriate supervisor as designated by the superintendent.

3. **Bus drivers can negotiate parameters of their bus run packages.** *For example ...*
   A. Summer employment packages shall include: the approximate length of the run each day, the first day and the last day of the run assignment, the approximate number of students on the run and the passenger capacity of the bus being used for the run.
   B. “Route package” and extra runs should be defined.

4. **Bus drivers can negotiate terms based on seniority.** *For example ...*
   A. Runs shall be bid by seniority. By August 15 of each year, copies of job packages, including a description of runs and times, shall be posted in the transportation department.
   B. All drivers will be given the opportunity to be trained for air brake endorsement. Seniority will be used to determine the employee who will be trained first.

5. **Bus drivers can negotiate meal and lodging provisions.** *For example ...

   A. The Board shall provide bus drivers with a meal allowance of $25 (upon submission of receipt) when working extended days or five (5) or more consecutive hours at one event.
   B. Drivers shall be reimbursed for meals, lodging and travel as agreed herein for all approved trips within fourteen (14) days after the most recent Board Meeting.
   *Breakfast: $15; Lunch: $25; Dinner: $50.*
   C. Extra runs requiring an overnight stay shall receive a stipend of $400.00 per night plus lodgings arranged through transportation.

6. **Bus drivers can negotiate pre- and post-planning pay in addition to their bus run salary.** *For example ...

   A. Drivers shall receive a maximum of fifteen (15) minutes vehicle preparation time for small buses (1-16 passenger buses) and twenty (20) minutes for large buses (54 passenger buses) as vehicle preparation time/maintenance time, with pay. Those bus drivers maintaining more than one bus shall receive additional prep time/maintenance time of ten (10) minutes.
   B. Each bus driver shall be paid to complete a dry run and attend a safety meeting prior to the opening of school.
   C. All drivers shall be paid for a fifteen (15) minute bus precheck and a fifteen (15) minute bus cleanup period per day.
   D. The day shall include a fifteen (15) minute preparation period for drivers to complete the required vehicle checklist.
7. **Bus drivers can negotiate additional salary provisions.** For example ...

A. Credit shall be given to new bus drivers for prior experience in bus or other equivalent driving. The equivalency of experience will be determined by the Board. Newly hired drivers shall be placed on the salary guide step based on actual years of experience. No one will be hired at a salary higher than an in-district employee with equivalent or greater years of credited experience. Credit shall only be given for the time actually worked as a driver.

B. Employees primarily assigned as bus drivers may receive $300 per year for having a perfect driving record. Perfect driving record shall be understood to mean no accidents and no traffic violations while acting in their capacity as bus drivers.

C. Bus drivers who do not use any sick days in a school year shall receive a $500 bonus at the end of the school year. Bus drivers who do not use all of their personal days in a school year shall have the option of converting the unused personal days into sick days or receive a day’s pay for each of the unused days, with a cap of $500.

D. Drivers of vans and minibuses will receive a $700 stipend for transporting classified or handicapped special education students. This shall include all drivers who are currently receiving the stipend as long as they continue to drive a van or minibus run.

E. Any driver or transportation aide required to have CPR certifications as part of their job will receive an additional yearly stipend of $250, paid in December.

F. Bus drivers will be paid their hourly rate while instructing a new bus driver. This shall be done on a volunteer basis. If no volunteers are available, then this assignment shall be rotated among all permanent bus drivers. Prior to the first day of school, bus drivers required to clean and prepare their assigned buses will be paid at their hourly rate not to exceed seven (7) hours.

G. Cancellations within 48 hours of the trip will result in the driver receiving one hour credit toward their required hours.

H. Emergency evacuation drills shall not be considered a trip and will be compensated by the time actually spent completing the drill, including bus attendants.

I. Bus drivers shall be paid at two (2) times the base hourly rate for all Sunday runs.

8. **Bus drivers can negotiate a process to address issues and concerns.** For example ...

A. The Association shall have the right to meet with the transportation supervisor at times mutually convenient to discuss matters pertaining to transportation. Unresolved issues may move to the business administrator for resolution.

B. A joint council shall be established and shall continue to function. It shall consist of the superintendent or their designee and three (3) bus drivers appointed by the Association. The council shall meet at least two times a year upon the request of the Association, to advise the Administration of such matters as repair, maintenance, discipline and other similar matters or concerns regarding the effective operation of the school district transportation system.
SALARY LANGUAGE EXAMPLES

Security Head: any security person designated by the board as the head of security will receive an annual stipend of $5,724.

All security officers shall receive overtime compensation at one and one-half times their hourly rate after forty (40) hours of work in a work week. Overtime contiguous to a work shift shall be districtwide, on a rotating seniority system. If a security officer accepts/rejects an offered overtime assignment, they will not be eligible for another contiguous overtime assignment until the rotation is completed through the district list. Overtime noncontiguous to a work shift will be offered on a districtwide basis on a rotating seniority system.

If a security officer accepts/rejects an offered overtime assignment, they will not be eligible for another noncontiguous overtime assignment until the rotation is completed through the district list.

Effective July 1, 2012, the Board may opt to hire 12-month security guards in addition to 10-month security guards. The salary guide for 12-month security guards will reflect salaries calculated by adding 20% to the salaries earned by 10-month security guards.

The security officer team leader will be compensated $4,001 for 2020-2021 and 2021-2022 and shall increase to $4,161 for 2022-2023 and the remainder of the Agreement. The assistant security officer team leader will be compensated at $2,000 for 2020-2021 and 2021-2022 and shall increase to $2,080 for the remainder of the Agreement. Compensation will become part of their salary and will be pensionable.

WORK DAY / WORK YEAR

The work day for school security officers shall be from 7:50 a.m. to 3:50 p.m., with one (1) hour for lunch, the time to be as scheduled by the building principal. On Fridays, 12:40 p.m. days and the day before a holiday, school Security officers may be dismissed after all students and staff have left the building.

SICK DAYS, PERSONAL DAYS, TIME

Twelve-month security guards will be eligible for the same vacation, holidays and other contractual benefits as any other 12-month employee covered by the collective bargaining agreement.

Security shall be under a twelve (12) month contract commencing July 1 and ending June 30, subject to their paid holiday entitlements under Article XI.

Security personnel shall be entitled to the following paid holidays provided school is not in session:

1. Veterans Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve (12/24)
5. Christmas Day

security may not leave the building for their scheduled meal break on days of scheduled events (including but not limited to school concerts, plays and athletic events). On days where there are no scheduled events, night security may leave the building during the meal break.

Complete uniforms for security staff will be provided including one (1) pair of waterproof sneakers/shoes, five (5) long-sleeve shirts, five (5) short-sleeve shirts, five (5) pairs of pants, one (1) baseball cap, one (1) winter hat, one (1) sweater, one (1) windbreaker and one (1) winter coat, to be replaced on an as needed basis, subject to supervisor review and approval.

WORKING CONDITIONS

School security officers shall be permitted adequate time to attend to personal hygiene needs during the work day.

The security guard workday will be seven hours and twenty-five minutes, with a 30-minute meal break. Night
6. December 26  
7. New Year’s Eve (12/31)  
8. New Year’s Day  
9. Martin Luther King Jr. Day  
10. Presidents’ Day  
11. Good Friday  
12. Memorial Day  
13. Independence Day  
14. Labor Day  
15. Juneteenth

When school is closed for students on a Friday and the succeeding Monday and one of the listed holidays falls on the Monday, the Administration may elect to have employees work on Monday and celebrate the holiday on Friday. At least two (2) weeks’ notice will be given to the employees and employees within the same building may arrange to switch with each other, with notice thereof given to the appropriate administrator. To the extent school is scheduled on one of the enumerated holidays, employees will get a day for day “floating holiday.”

**OTHER**

School security officers shall annually receive two (2) winter weight uniforms for the fall/winter and two (2) lightweight uniforms for the spring/summer.

All security officers shall receive five pairs of uniforms each year that will include shirts and pants.

Three (3) short-sleeve uniform shirts, three (3) long-sleeve uniform shirts and two (2) uniform pants shall be provided for the security employee each year. One (1) winter uniform jacket and one (1) light uniform jacket and hats shall be provided when replacements are needed.
**Paraeducator**

**SALARY LANGUAGE EXAMPLES**

Any teacher aide who has no absences from Sept. 1 to June 30 shall receive a $500 bonus. The bonus will be split in two parts, $250 each semester for teacher aides who achieve perfect attendance during the semester. The first semester is Sept. 1 to Jan. 31; the second, Feb. 1 through June 30. The only excused absences relative to this policy are: bereavement leave, jury duty and an approved professional day(s).

Paraprofessionals who have a valid substitute certificate and are asked to cover classes in place of an absent teacher for more than one hour shall be paid an additional $50 per day.

Paraprofessionals who are registered behavioral technicians (RBTs) will receive a stipend of $1500 subject to recommendation of the superintendent and appointment of the Board.

Para interpretative services before or after school hours will be paid at $30 per hour.

Any paraprofessional assigned to such position and possessing the registered behavioral technician certificate shall receive an annual stipend of $4,000, prorated for partial-year assignment.

When a paraprofessional is assigned to a student where toileting is required, they shall receive a $2.50 per hour differential in pay. The parties agree that toileting is defined as follows:

1. Assisting a student with toilet training and/or skills.
2. Diapering a student.
3. Assisting a student with the removal of their clothing and positioning that student on the toilet.
4. Assisting a student with the elimination of bathroom related bodily fluids and with cleaning and/or changing clothes relating thereto.
5. Assignment in a self-contained classroom.

District paraprofessionals who work the extended school year (ESY) program shall be paid at their hourly rate or the hourly rate for the first step of the salary guide, whichever is higher and shall receive the $2 per hour special education differential in pay as well as the $2.50 per hour toileting differential.

Paraprofessionals shall receive compensation/release time to complete safe schools online trainings and other District mandated trainings.

Paraprofessionals shall receive one of the following in order to complete the training:

1. Work release time during their normal workday; or
2. Report to work on in-service days; or
3. Stay beyond the students’ day on half days and shall be paid for the full day.

The selection from this list of options must be arranged with administration ahead of time.

**Additional Assignment Stipends**

a. Paraprofessionals at the secondary level work an extended day, up to six hours and forty minutes, including up to thirty (30) additional minutes of student contact time and are compensated an additional 10% of their base salary per Schedule G for the school year of such assignment, pro-rated if the assignment is for less than the full year.

b. Paraprofessionals who are assigned to work bus duty work an extended day of up to six hours and forty minutes at the elementary school and up to seven hours at the middle and high schools, inclusive of lunch and break and are compensated an additional 10% of their base salary per Schedule G for the school year of such assignment, pro-rated if the assignment is for less than the full year.

c. Extended day and bus duty stipends, per B.6.a and B.6.b, above, are not mutually exclusive.

d. Paraprofessionals who are administratively assigned to accompany a student or students to lunch are compensated an additional $18 per day for the additional student contact time.

Aides may individually elect to have 5% or 10% of their monthly salary deducted from their pay. These funds shall be paid to the aide on the final day in June. Said moneys shall be deposited in an interest-bearing account with interest paid to the respective aide.
WORKING CONDITIONS LANGUAGE

Work schedules indicating support staff shifts, workdays and work hours shall be posted in each building in a prominent location. Established work shifts, workdays and work hours shall not be changed except through negotiations between the Board and the Association.

The following job categories: [list jobs] shall work [negotiated number] consecutive hours inclusive of a [negotiated number] minute duty free lunch/dinner period wherein the employee may leave the building. This shall constitute a work shift. Employees shall be scheduled to work on a regular shift and shall be advised of the regular starting and quitting times. Changes to employees’ assigned work shifts shall be by mutual agreement.

The following job categories: [list jobs] shall be provided with a minimum of [negotiated number] minute breaks each day. When an employee’s work day is extended, an additional break of [negotiated amount of time] shall be provided.

The workweek shall be five (5) consecutive days from Monday through Friday and shall not exceed the daily work hours as listed above in [note paragraph], unless otherwise agreed to in this Agreement.

[List job categories] shall be eligible for overtime assignments on a rotating seniority basis. Overtime assignments shall be voluntary.

During the summer, the following job categories: [list jobs] regular work schedule shall be reduced [negotiated number] hour(s). Summer work hours shall commence upon the closing of school in June and continue through to the reopening of school in September.

The following job categories: [list jobs] shall be granted a [negotiated number] minute period prior to the end of their regular work shift for the purpose of cleanup.

Each [list jobs] shall be granted a meal allowance of [negotiated amount] for every four (4) hours worked due to a field trip or emergency call back.

In no case shall any [list job categories] be requested or required to perform the duties normally assigned to a duly certified teacher.

Seniority shall not be accumulated during the period of layoff. Upon recall, [list job categories] shall have their accumulated seniority restored to the date of layoff.

Recalled employees shall have all benefits restored to the level prior to their layoff, including but not limited to vacation eligibility, step on guide, etc.

All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least [negotiated number] days before the closing date for applications. A copy of each such notice shall be sent to the Association.

An employee shall only lose school district seniority if they resign or are discharged for cause, irrespective of whether they are subsequently rehired by the school district.

Recall Rights: If previously subcontracted work reverts to the district, the employees will be recalled by seniority.

Each full-time paraprofessional shall be entitled to a lunch period equal to that of the teacher they are assigned to work with. A paraprofessional who is not assigned to any teacher, or is assigned to more than one teacher, shall have a lunch period of not less than forty (40) minutes.

A paraprofessional shall not transport breakfast and/or lunch to and from the cafeteria to the classroom.

A joint committee made up of three aides, a representative of the Association and four members of the administration shall be established to recommend to the superintendent criteria for paraprofessional evaluation.

WORK DAY / WORK YEAR

Teacher aides have one 15-minute break in the morning and one 15-minute break in the afternoon scheduled by the classroom teacher at the teacher’s discretion. Teacher aides shall not have a preparation period.

Paraprofessionals will receive two (2) written evaluations per school year – the first evaluation being completed no later than Jan. 31 and the second evaluation no later than June 30 of each school year.

SICK DAYS, PERSONAL DAYS, TIME

Five (5) days without loss of pay shall be allowed each year for paraprofessionals contracted to work for twenty (20) hours or more per week as a leave for serious illness in the immediate family, which shall be defined as the employee’s spouse, parent, or dependent child as that term is defined by the state of New Jersey. This leave shall not be deducted from the accumulated personal sick leave record of the employee. When an absence of more than two (2) days at one time is required under this provision, a physician’s certificate may be required.
Up to two (2) days during a school year may be taken within the eight (8) day limit for religious observance. These days may only be used when the tenets of the religion to which the employee adheres require that the employee attend religious services during working hours or refrain from work.

OTHER

The Board shall grant up to two (2) days each school year for each of two (2) paraprofessional representatives of the Association to attend NJEA workshops or normal structured seminar studies conducted by Rutgers University, if the following conditions are met: the request for such leave must be made to the appropriate supervisor and their approval secured in advance. Such approval shall not be unreasonably withheld by the supervisor.

Paraprofessionals are eligible for college-level courses that enhance their positions.
SALARY LANGUAGE EXAMPLES

All overtime must be authorized in writing by the immediate supervisor. Compensation shall be paid at time and one-half for those employees working a forty (40) hour week, rounded to the nearest penny. Any hours worked on a holiday as specified in this Article shall be compensated at two times the employee's hourly rate as calculated above, plus one day's straight pay. Any hours worked on Sunday shall be compensated at two times the employee's hourly rate as calculated above. Easter Sunday shall be considered a holiday for purposes of calculating overtime pay.

Effective July 1 of the school year following the completion of ten (10) consecutive years of employment in the district, a $250 career increment will be paid each school year through and including the fifteenth year of employment.

Effective July 1 of the school year following the completion of fifteen (15) consecutive years of employment in the district, a $500 career increment will be paid each school year through and including the twentieth year of employment.

Effective July 1 of the school year following the completion of twenty (20) consecutive years of employment in the district, a $750 career increment will be paid each school year. This is the total career increment to be paid. Career increments are not cumulative.

A longevity increase of $100 will be added to the network technician's salary in the contract year following the completion of 10, 15 and 20 full years of continuous employment in the school district.

WORKING CONDITIONS

When schools close early due to inclement weather, the computer technicians shall leave when teachers are released in each building.

If school is dismissed early prior to a holiday, computer technicians will leave at 2 p.m. and at 1 p.m. on the day before Thanksgiving, winter break and spring break.

Computer specialists and computer technicians will work the same number of days as those worked by the teaching staff and will be entitled to the same holidays as the teaching staff.

WORK DAY / WORK YEAR

During the summer months, commencing and ending on such dates as shall be determined by the superintendent, technology staff shall work 10 hours per day and Monday through Thursday. In return, such employees will have Fridays off. The specifics, relative to “when” the additional time will be worked as part of the Monday through Thursday work day, will be determined between the unit employee and their immediate supervisor.

Technology specialists and full-time aides shall be permitted to leave one-half (1/2) hour earlier than the end of the regularly scheduled workday on full days before holidays.

The school calendar, as adopted by the Board of Education, shall be applicable to all computer technicians during the pupil school year. During the balance of the year, the computer technicians shall be entitled to Independence Day, Labor Day and Juneteenth as holidays.

All computer technicians shall work a seven and one-quarter (7 1/4) hour day excluding a forty-five (45) minute duty free lunch. Hours worked in excess of the above shall be compensated by either payment at one and one-half (1 1/2) times the regular hourly rate or compensatory time off, as mutually agreed to by the parties.

Computer technicians who are required to work when schools are closed shall be granted payment at one and one-half (1 1/2) times the regular hourly rate or compensatory time off, as mutually agreed to by the parties. Such time off shall be at the discretion of the immediate supervisor.

The work year is defined as the period from July 1 of one calendar year to the subsequent June 30. Up to three vacation days may be carried over beyond the year they would normally be used, with the approval of the supervisor. Twelve-month network technicians will be allowed 12 sick leave days in any work year (July 1 to June 30).
Summer Hours: Network Technicians will have the option to work a four (4) day work week in the summer. The start and end times of which shall be at the discretion of the superintendent of schools.

SICK DAYS, PERSONAL DAYS, TIME

Computer technicians shall receive a total of four (4) personal leave days. Written requests shall be submitted for approval three (3) days in advance of the date requested through the building principal to the superintendent. No more than 10% of the staff shall be permitted to take a personal day on any given day. In the event of requests in excess of that limit, the days shall be granted to those staff members who applied first.

All network technicians shall be allowed three (3) days of absence with full pay at the discretion of the superintendent in any school year for serious illness or injury of a member of the immediate family or if the employee is authorized as a power of attorney (POA) on behalf of a grantor. The POA must be readily furnished if requested by the superintendent.

OTHER

Dell Certification: If the director of Information Technology wants the technician to get this certification, then the first attempt will be allowable on Board of Education time and the district will pay the registration fee for the test. If the technician fails and the director of Information Technology still wants the technician to get certification, the Board will pay a $50 registration fee for the second test; however, the test will be taken during the employee’s time.

Computer technicians shall continue instructional learning related to emerging technologies and emerging educational uses especially as developments impact network enhancement, reconfiguration and innovative use of personal, computer or workstation technologies.

Tuition costs incurred by computer technicians shall be reimbursed by the Board of Education. Prior approval for workshop(s) or class(es) is at the sole discretion of the IT director and the superintendent. Said workshops(s) or classes(es) shall be determined to be necessary to meet a district need.

In-service training shall be provided to all computer technicians for professional development, as deemed necessary by the IT director.

All computer technicians taking courses for professional improvement at the direction of the superintendent of schools shall be reimbursed for tuition. The amount of reimbursement shall be agreed upon in advance, between the person involved and the Board of Education.

All computer technicians shall be eligible for tuition reimbursement for job-related, college-level courses at approved institutions. Reimbursements will be made under the following conditions:

- Approval of the course to be taken must be obtained from the Office of the Superintendent prior to starting in the course.
- Courses taken must be in the development of skills directly related to the job and as agreed upon by the immediate supervisor.

Upon retirement under the New Jersey pension statutes, network technicians will be reimbursed 3.5% of their per diem pay for each accumulated sick day upon retirement in 2020-21 school year capped at $25,000; 35% reimbursement upon retirement in the in 2021-22 school year capped at $20,000; 35% upon retirement in the 2022-23 school year capped at $20,000; 35% reimbursement upon retirement in 2023-24 capped at $25,000; 35% reimbursement upon retirement in 2024-25 capped at $25,000.

Employees must provide notice to the superintendent of intent to retire on or before Jan. 1 of the year in which they intend to retire, or they will not receive the benefit until the second July after they retire. Exceptions will be granted by mutual agreement of the superintendent and the Association president. Per diem pay is defined as 1/200 of an annual salary for 10 months, 1/220 for 11 months and 1/240 for 12-month employees.
**Cafeteria Workers**

**SALARY LANGUAGE EXAMPLES**

Any cafeteria worker shall be paid the overtime rate for all hours worked in excess of eight (8) hours on any day. Any cafeteria worker shall be paid the applicable overtime rate for any hours worked on any days that occur during the school year when school is not in session. This provision specifically excludes regular hours worked as part of any summer school program, and excludes the one (1) or two (2) week period prior to the opening of school.

**CAFETERIA WORKERS SALARY**

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All food service workers who are members of the American School Food Service Association (ASFSA) and who have received certification from ASFSA shall be compensated an annual stipend of $500 for the cost of travel, dues, registration, and credit costs in each year of this contract. Food service workers with a ServSafe certification will receive an annual stipend in the same amount as the ASFSA certification.

Multiple site/satellite assistant food service managers shall receive the individual building differential for each building to which he/she is assigned.

A multiple site manager shall receive an additional multiple site differential of $1,250.

Unit members are eligible for mileage at the standard district rate upon submission of vouchers on a monthly basis pursuant to district policy.

**WORKING CONDITIONS**

Food service workers shall receive a fifteen-minute break during the a.m. hours.

Food services workers shall be paid their regular daily rate if schools are closed after they report to work. Food services workers shall be provided timely notice of school closings in the same manner as provided other employees.

Under normal circumstances, cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls, nor will they be required to lower or raise cafeteria tables or benches.

Each cafeteria personnel shall receive a ten (10) minute break per every 3 hours worked, to be scheduled by the cafeteria supervisor or other individual designated by the Business Administrator.

**WORK DAY / WORK YEAR**

The work year shall commence on the first day in July when schools are opened for students and shall end when schools are closed for students the following June. The cook managers, utility workers and the general cafeteria workers shall be on call, if needed, two (2) weeks prior to the opening of school and all other cafeteria workers shall be on call one (1) week prior to the opening of school. Cafeteria workers in the high school shall be guaranteed a minimum one hundred sixty-seven (167) day work year. Some of these days may be “clean up” days. Paid holidays and paid vacation time are in addition to the minimum work year stated herein above.

Cafeteria workers shall be required to work six (6) consecutive hours, five (5) days per week, inclusive of one-half hour for lunch daily. Hours shall be between 7:30 a.m. and 2:30 p.m. Part-time cafeteria workers will be required to work either 15 or 17.5 hours per week. Full-time cafeteria workers’ work year shall not exceed 184 days.

The regular work year for cafeteria workers shall be defined as every day that students are present for instruction as well as two (2) extra days at the cafeteria manager’s discretion (182 days).

Cafeteria staff will be assigned hours on days when school is open for students plus any additional days requested by the Board. On days an employee works four hours or more, this shall include lunch. Changes to an employee’s working hours shall be subject to mutual agreement whenever possible. Those employees working at least three hours but less than six hours per day will receive one uninterrupted period of fifteen (15) minutes.
Cafeteria employees are entitled to a fifteen (15) minute lunch break each day. The lunch break should be scheduled either before or after student lunches are served. Employees who work twenty (20) hours or more per week are entitled to an additional five (5) minute break in addition to the lunch break. This five (5) minute break may be scheduled with the lunch break with the permission of the assistant food service manager. Employees who work less than three (3) hours per day are entitled to one (1), five (5) minute break, only. All breaks must be taken outside the kitchen and storage area: e.g., teachers’ or students’ dining room. All cafeteria employees are entitled to (1) one adult Type A lunch each workday.

The district shall provide staff required to attend monthly cook manager’s meetings with a minimum of seven (7) days advance notice of meeting. The district shall seek to schedule meetings on half and/or early dismissal school days established by the Superintendent whenever feasible.

Any employee who works in a school with an extended school year shall be paid the catering rate for all work performed beyond the traditional last day of school.

Catering assignments that occur within the work week during regular working hours shall go first to those employees working within the school building where said catering event will occur.

SICK DAYS, PERSONAL DAYS, TIME

Eligible cafeteria workers shall receive sixteen (16) paid holidays to be determined by the official calendar adopted by the Board. The Board shall provide a list of 16 paid holidays, two of these holidays shall be granted for attendance at the NJEA convention.

In the event that a holiday falls on a Saturday and/or Sunday, cafeteria workers shall be given either a preceding and/or subsequent day off with pay or paid for the holiday(s) provided that school is closed for students on these days.

Two additional floating holidays will be granted per year for unit members – the dates to be fixed each year as agreed by the Association and the Board. Twelve-month employees and food services workers will have one additional floating holiday (for a total of three floating holidays) each year.

A minimum of eleven (11) paid holidays shall be listed annually for cafeteria managers and secondary school cooks and a minimum of ten (10) paid holidays shall be listed annually for all other food service employees. However, if a food service employee is required to work any time before the Labor Day Holiday, said food service employee shall receive eleven (11) paid holidays.

OTHER

All cafeteria workers will receive five (5) uniforms and one (1) pair of shoes per year. Authorization will be given to an eligible employee as soon as the Board authorizes the employee’s hire.

Pay upon retirement for cafeteria workers, accumulated sick days shall be $100 up to 150 days for an individual cap of $15,000.

The Board agrees to pay $150 per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the superintendent of schools. Verification of tuition expenses shall be submitted with a voucher for payment.

The Board shall supply four items of clothing and two (2) cobbler aprons for each cafeteria worker per year.

To qualify for health benefits, all cafeteria workers must work a minimum of 30 hours per week.

The Board shall provide each cafeteria employee with five (5) shirts, five (5) pants, and five (5) smocks as well as up to a $75 allowance for shoes annually.

Upon initial hire, the Board of Education will provide all cafeteria personnel with a set of uniforms which will consist of five (5) district-approved shirts and one (1) pair of district-approved work shoes. In each subsequent year of employment, the Board of Education shall provide a maximum clothing reimbursement of $125 for the replacement of uniforms, in addition to a shoe reimbursement not to exceed $80 annually, for the replacement of district-approved work shoes. Employees are required to wear uniforms at work.

The Parties will establish monthly roundtable meetings with representatives of the Association and the District for the purpose of discussing issues of mutual concern. A yearly schedule of meeting dates will be mutually agreed upon prior to the start of the school year. Either party will provide at least 24-hours notice to the other party to change a scheduled meeting.

The district shall maintain a list of Food Service Employees who are interested and available for catering assignments. The list may also include food service managers who would work as a food service employee; The rate shall be $15 per hour. Assignments shall be made on the basis of seniority. Once the most senior employee either declines the assignment or works it, he/she shall go to the bottom of the list. The Association shall be given a copy of the original list before the start of each school year. The Association shall also be provided the names of employees who work or decline work catered assignment within seven (7) calendar days of the assignment.