

2022-2026

Agreement Between

the

Edgewater Board of Education

and the

Edgewater Education Association

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## PREAMBLE

To effectuate the provisions of Section 19 of Article 1 of the Constitution of the State of New Jersey, and Chapter 123, Public Laws of 1974, this Agreement is made and entered into on this 2nd day of February 2023 and made retroactive to July 1, 2022, by and between the Board of Education of the Borough of Edgewater, New Jersey, hereinafter called the "Board" and the Edgewater Education Association, hereinafter called the "EEA", and shall continue in effect through June 30, 2026. All dates to conform with a final Memorandum of Agreement.

## ARTICLE I RECOGNITION

- A. Unit The board recognizes the EEA as the exclusive representative to negotiate terms and conditions of employment for all non-administrative certificated personnel and full and part-time custodians. Employees may use the schools to meet as an Association. The schools will be reserved for said use by indicating the days/times on a calendar maintained with the Superintendent or designee.
- B. Definitions: Unless otherwise indicated, the term "teacher", when used in this Agreement, shall refer to all professional employees represented by the EEA. Unless otherwise indicated, the term "custodian", when used in this Agreement, shall refer to all custodial staff represented by the EEA. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all teachers and custodians represented by the EEA.
- C. Exclusive Rights The rights and privileges of the EEA and its representatives shall be granted only to the EEA as the exclusive representative of the teachers and custodians, and to no other representative organization.

## ARTICLE II SUCCESSOR AGREEMENT

- A. When agreement by the parties has been reached, it shall be reduced into written form and become part of the official minutes of the Board.
- B. The Agreement shall then be signed by the President of the Board and the President of the EEA.
- C. This Agreement shall not be modified in whole or in part by either party except by an instrument in writing duly executed by both parties.

## ARTICLE III GRIEVANCE PROCEDURE

- A. Definition. A grievance shall mean a complaint by a non-administrative certified employee or custodian as set forth in Article 1, Section A, that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement, Board Policy, or Administrative Decisions as it affects terms and conditions of employment. However, the term "grievance" shall not apply to any matter in which (1) a method of review is prescribed by law or State Board rule having the force and effect of law, or (2) the Board is without authority to act or is (3) a complaint of a non-tenured employee which arises by reason of the employee not being re-employed.

Group Grievance. If in the judgment of the EEA, a grievance currently affects a group or class of employees, the EEA may submit such grievance in writing to the chief school administrator directly and the processing of such grievance shall be commenced at Level Two. The EEA may process such a grievance through all levels of the grievance procedure even though the person does not wish to do so.

B. Procedure.

Grievances shall be processed as rapidly as possible; the number of days at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

1. Level One: An employee with a grievance shall first discuss it with the chief school administrator directly or through the EEA's designated representative, with the objective of resolving the matter informally. Level One shall commence within thirty (30) school days of the occurrence.
- 2.. Level Two: If the grievance is not resolved at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the employee may file the grievance in writing with the chief school administrator.
3. Level Three: If a grievance is not resolved at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the chief school administrator, whichever is sooner, submit the grievance in writing to the Board of Education, which will advise the employee with the said grievance of its disposition of the matter in writing within thirty (30) school days of receipt of the said grievance.
4. Level Four: In such cases where the employee presenting the grievance is not satisfied with the written reply of the Board, said employee may request a personal meeting with a Board representative for the purpose of further reviewing the grievance.
5. Level Five:
  - a. If the employee is not satisfied with the disposition of the employee's grievance at Level Four, the employee may, within fifteen (15) school days, request in writing that the EEA submit the employee's grievance to arbitration. The EEA may submit the grievance to arbitration within fifteen (15) days after receipt of a request of the grievant.
  - b. A request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
  - c. The arbitrator so selected shall confer with the representatives of the Board and the EEA and hold hearings promptly and shall issue their decision no later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issue were submitted. The arbitrator shall be limited to ruling only on matters concerning the interpretation and/or application of the specific terms of this Agreement and shall be without power to rule on Board

policy. The decision of the arbitrator shall be submitted to the Board and the EEA and shall be advisory to the parties.

- d. It is agreed, however, that should the Board of Education refuse to acceptor A implement three (3) awards made by the arbitrators pursuant to this contract, all subsequent arbitration during the terms of this contract shall be final and binding on the parties.
- e. The costs for the services of the arbitrators, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the EEA. Any other expenses incurred shall be paid by the party incurring the same.

C. Right of Employees to Representation.

Any grievant may be represented at all stages of the grievance procedure by the employee, or, at the employee's option, by a representative selected or approved by the EEA. When an employee is not represented by the EEA, the EEA shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Miscellaneous.

- 1. Written Decisions All decisions rendered at Levels Two, Three, Four, and Five of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the EEA.
- 2. Forms The form to be used for the filing of a grievance is attached hereto as Schedule D.
- 3. Meetings and Hearings All meetings and hearings under this procedure shall not be conducted in public and shall include only grievant(s), witness (es), and their designated or selected representative, heretofore referred to in this article.

ARTICLE IV  
MUTUAL RIGHTS

Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict to any employee or the Board such rights as may exist under New Jersey laws or other applicable laws and regulations.

ARTICLE V  
HOURS and LOAD

Custodians

A Work Hours

It is the responsibility of the employee to structure and organize his/her working day to ensure that all duties, responsibilities, and job obligations are properly performed and completed in a timely fashion. The Board and/or the Superintendent shall determine the specific work hours for each of the positions governed by this policy.

- 1. The full-time custodian work week shall consist of five (5) workdays, from Monday to

Friday. A full-time custodian workday shall be eight (8) hours per day, inclusive of a 1 (one) hour lunch\break (shifts are as listed below). Any overtime hours (in excess of 40 hours per week) shall require the prior written authorization of the Supervisor, Business Administrator, and Superintendent.

The supervisor may authorize overtime beyond 40 hours per week for which compensatory time is given if the supervisor and the employee agree to the comp time arrangement before the extra work begins (not after the fact). The supervisor will grant the compensatory time within work days subsequent to the overtime work. The time off must be taken during the same pay period that the overtime hours were initially worked (not weeks or months later). The comp time will be awarded at the rate of one and one-half times the overtime hours worked (not hour-for-hour).

Custodial personnel shall work the following hours, with specific start/end times during the school year. In the event of the need of the district, a change of schedule during the summer or holiday breaks may occur. The Supervisor and the employee will work together on the change in schedule.

#### Full-Time Shifts

7 AM - 3 PM  
2 PM - 10 PM  
9 AM - 5 PM  
10 AM - 6 PM

2. The Part-time work week shall consist of five (5) workdays, from Monday to Friday with a total of up to 25 hours per week, inclusive of a half-hour lunch/break each day.

Any Part-time custodian scheduled to work 25 hours or more per week will be considered a full-time custodian and will receive the same benefits as a full-time custodian.

#### Part-Time Shifts

6 PM - 10 PM  
10 AM - 2 PM  
4 PM - 8 PM

#### B. Call in Time

An Employee who has worked the normal eight (8) hours of work during a scheduled workday and has left the school and is required to return for an assignment shall be guaranteed at least three (3) hours of work and shall be paid based on one and one-half (1-1/2) times the equivalent hourly rate for all hours worked.

#### C. Overtime

1. The New Jersey State Wage and Hour Law requires the payment of time and one-half per hour for actual hours worked in excess of 40 hours. Overtime is paid only when approved in writing in advance by the employee's supervisor, and when forty (40) hours have already been worked within one normal work week. Overtime is not paid for working over eight hours in one day. All overtime will be posted and offered to custodians based on seniority. All work performed on Saturdays shall be compensated at one and one-half times the employee's regular hourly rate.

2. All work performed on Sundays and holidays shall be compensated at double times the employee's regular hourly rate. This work will be posted and offered to custodians based on seniority.

### Teachers

- A. Check-in, Check-out Procedure. Teachers shall indicate their presence for duty by writing their name, time of arrival, and time of departure in the appropriate column of the faculty time roster.
- B. Length of Day

### Eleanor Van Gelder School

The regular day for a teacher will be as follows:

Teacher Arrival	7:40 A.M.
Instruction Begins	8:00 A.M.
Lunch	40 minutes duty-free with 2 minutes passing time-one minute before and one minute after.
Homeroom (PM)	2:28 P.M.
Student Dismissal	2:34 P.M.
Teacher Dismissal	2:43 P.M.

\* In the event of a scheduling or school bus time change, starting and ending times may be shifted up to thirty (30) minutes. Notification of such change will be given at least one month prior to implementation. The shifting will not affect the length of the school day.

### The George Washington School

The regular day for a teacher will be as follows:

Teacher Arrival	7:55 A.M.
Instruction Begins	8:15 A.M.
Lunch	40 minutes duty-free with 2 minutes passing time-one minute before and one minute after.
Student Dismissal	2:49 P.M.
Teacher Dismissal	2:58 P.M.

The morning duty rotation schedule shall be mutually developed for equitability by representatives from the Administration and the EEA. Every effort will be made to ensure that no individual has the duty in excess of 36 days per year.

- C. Faculty Meetings Teachers shall be required to remain on Wednesday afternoons after the end of the regular school day, for up to one (1) hour, beginning at student dismissal without additional compensation. There shall be a maximum of three (3) weekly meetings each month. There will be a minimum of twenty (20) hours dedicated to District professional development.
- D. Evening Meetings Teachers shall be required to attend a maximum of five (5) evening meetings. (Back-to-School Night, two Parent Conference nights from 6:00 - 8:00 P.M., and two other evenings of the teacher's choosing.) The building principal, in consultation with the Association shall develop a list of evening events for each building. This list will be provided

to the Association at the beginning of the school year. The building principal shall ensure that adequate coverage is achieved for those events.

- E. Lunch Duty Every teacher shall be guaranteed a duty-free lunch of no less than 40 minutes on regular student days. On shortened days for students and staff, the lunch period should be equal to the student lunch.
- F. Non-Teaching Duties Teachers will not be required to (1) maintain official registers nor (2) correct standardized tests.
- G. Preparation Periods All teachers in grades Preschool-6 inclusive shall be assigned five (5) preparation periods per week. Teachers, who work on a part-time basis, shall be assigned a pro-rata allotment of the above number of preparation periods.
- H. Additional Duties Each certificated staff member is encouraged to participate in all activities but will be responsible for the organization and operation of one of the school community committees as established by the Building Principals in consultation with the Association and approved by the Chief School Administrator.
- I. The school year for unit members shall be 183 days. One of these days shall be dedicated to in-service.
- J. Teachers shall have a half-day session on the Wednesday before Thanksgiving, the day before the December holiday break, and the last day of school.

## ARTICLE VI SALARIES

- A. Salary Schedules The salary of each employee covered by this Agreement is set forth in Schedules A-H (4-year contract) which are attached hereto and made a part hereof.

All employees will receive the following longevity payments on the anniversary date of their first day of work in the district as follows:

Beginning of the 20th year through 20th year:	\$1,000
Beginning of the 21st year through 22nd year:	\$1,100
Beginning of the 23rd year through 29th year:	\$1,200
Beginning of the 30th year forward:	\$1,500

Custodial longevity payments shall be cumulative.

Custodians' full-time salaries are based on 1920 hours.

- B. Notification of Employment

1. Upon employment, the EEA shall be given the degree status, credits accumulated, and years of experience of each new teacher, upon request.
2. In the matter of the additional increment for BA+15, BA+30/MA or BA+30, MA+15, or MA+30, the required number of credits must be attained by September 1 in any year, for the additional increment to be applied from September 1, of that year, and by February 1, in any year for the additional increment to be applied from February 1, for the second half of that year.



3. Each teacher employed on a ten (10) month basis shall have the option to be paid in twenty (20) equal semi-monthly installments or twenty-four (24) equal semi-monthly installments to be paid on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) day of each month.
4. Each teacher may elect to have a portion of the teacher's monthly salary deducted from the teacher's pay towards accounts approved by the Board of Education.
5. When a payday falls on or during a bank holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
6. Each teacher who has completed all end-of-year obligations shall receive his final pay on the teacher's last working day in June.
7. The Board agrees to deduct from the salary of any teacher any of the following deductions authorized by said teacher: (1) Prudential, (2) Tax-sheltered annuity payments, and (3) Visions Federal Credit Union or any authorized third party mutually agreed upon in writing by the Board and the EEA.
8. All employees shall receive their paychecks through Direct Deposit

## ARTICLE VII TRANSFERS, ASSIGNMENTS, and REASSIGNMENTS

- A. Notification of Vacancies The chief school administrator shall post in all school buildings a list of all known vacancies, including Chapter I positions, that occur at any time during the present or following year.
- B. Request for Change in Assignment An employee who desires such a change in grade, subject, or position may file a written statement of such desire with the chief school administrator. Such a statement shall include the grade, subject, or position to which the employee desires to be assigned in order of preference.
- C. Notice Notice of a transfer of reassignment shall be given to employees as soon as possible.

### Teacher Assignments

A tentative schedule of teacher assignments and changes in a room or subject assignments for the following year will be given to each teacher no later than the last day of May.

In the event that a change in such schedule or assignment occurs, the affected teacher shall be notified as soon as possible by the chief school administrator or administrative designee. Upon request of said teacher, such change may be discussed with the chief school administrator or administrative designee.

### Custodial Lay-Offs

1. Lay-offs shall be based on seniority within the job classifications, full-time and part-time. When an employee changes job classifications the employee will continue to accrue seniority in the former classification(s).
2. The last employee hired in a classification will be the first to be laid off. An employee who is to be laid off in one classification may bump an employee with less seniority in the employee's former classification. Recall will be in the inverse order of lay-off with the most recently laid-off employee recalled first. Notice of recall will be made by certified mail with return receipt to the

employee's last known address. The employee will have fourteen days (14) days from the date of receipt of the recall notice to return to work. Employee names will be maintained on the recall roster for one year from the date of lay-off.

## ARTICLE VIII EVALUATION PROCEDURE

The procedures for the supervision of instruction, observation and evaluation of both tenured and non-tenured teachers, including those assigned to, and those not assigned to regular classroom teaching duties shall be as follows:

Each employee will receive an annual written evaluation. The employee's supervisor has the responsibility for seeing that each employee knows the basis upon which the employee is to be evaluated in advance of the evaluation.

All employees shall have the right upon request to review the contents of the employee's personnel file and to make copies of documents contained therein, so long as the employee does so while on the premises.

### A. Observation and Evaluation of Teachers

The procedures for the supervision of instruction, observation and evaluation of tenured and non-tenured teachers assigned to regular classroom teaching duties shall conform with N.J.A.C. 6A:32-4.4 (Evaluation of Tenured Teaching Staff Member) and N.J.A.C. 6A:32-4.5 (Supervision of Instruction: Observation and Evaluation of Non-Tenured Teaching Staff Members) and shall be: consistent with the Teacher Effectiveness and Accountability for the Children of New Jersey Act (TEACH NJ), N.J.S.A 18A:6-117 et al, and N.J.A.C. 6A:10, Educator Effectiveness.

In the event that both the administrator and the teacher agree that there has been an oversight or a mistake of fact in connection with the written Summary Evaluation report, such written Summary Evaluation report shall be rewritten to correct the agreed upon oversight or mistake of fact.

### B. Professional Improvement Plan

1. Following the completion of the annual Summary evaluation, the building principal or designee shall meet with each teacher for the purpose of establishing a mutually acceptable professional improvement plan.
2. The plan should focus on an area of individual professional growth and should be used to provide general guidance for professional development.
3. The improvement plan should help provide a basis in the subsequent year for the evaluation of the teacher and should also outline the assistance to be offered by the supervisor. There should be a clear and logical link between any identified weakness and the remedy recommended. The time frame for completion should be identified and the plan should become operative when signed by both the individual teacher and the building principal or designee.

### E. General Procedures

1. A copy of the district policy and criteria for observation and evaluation shall be found in the teachers' handbook and job description, which shall be distributed to all teachers.
2. Any amendment of evaluation policy and/or procedures shall be distributed to each teacher within ten (10) school days after adoption.
3. Evaluation forms and criteria, as developed by the Board from time to time after consultation with the EEA, shall be used for all observations and evaluations.
4. All teachers shall be required to sign written evaluation forms and Summary Evaluations, but the signing of such forms shall not be deemed to signify that a teacher agrees with the contents.

#### ARTICLE IX VACANCIES

- A. Posting. A notice shall be posted in the school. Employees who desire to apply for such vacancies shall submit their applications in writing to the chief school administrator, or designee, within the time limit specified in the notice, and the chief school administrator, or designee, shall acknowledge promptly in writing the receipt of all such applications.
- B. Criteria for Notice. When posting said positions, the qualifications for the position, its duties, and the rate of compensation shall be set forth.

#### ARTICLE X HOME INSTRUCTION

- A. Posting. All openings for home instruction shall be publicized by the chief school administrator in accordance with the procedure for publishing vacancies set forth in Article IX. Said openings shall be posted as they occur.
- B. Salary. Teachers employed for home teaching shall be compensated at the hourly rate as reimbursed by the state or \$45.00 per hour whichever is greater.

#### ARTICLE XI COMPLAINT PROCEDURE

- A. Procedural Requirement. Any complaints regarding an employee made to any member of the administration which does or may influence evaluation of an employee shall be brought to the attention of the employee involved.
- B. Meeting with the Chief School Administrator, Immediate Supervisor or Administrative Designee. The chief school administrator, immediate supervisor or administrative designee shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
- C. Right to Representation. The teacher shall have the right to be represented by the EEA at any meetings or conferences regarding such complaints.

#### ARTICLE XII SICK, TEMPORARY, PERSONAL and PROFESSIONAL LEAVE

A. Sick Leave Days

Teacher

All full-time teachers who are permanently employed in the Edgewater school system shall be given annually ten (10) accumulated sick days each school year as of the first official school day of said year whether or not they report for duty on that day. Any usage of sick leave may require a medical doctor's certification as to the employee's inability to work due to illness or injury, pursuant to statute.

Full-time teachers shall receive one (1) day per work year for illness in the employee's family, or for other events considered an emergency, as individual circumstances may warrant. Unused family illness days shall accumulate as unused sick days.

Custodian

1. All 12 month, Full-time and Part Time employees shall have twelve (12) days sick leave per year, cumulative without limit, as specified in Title 18A. Employees initially hired after the first month of the work year shall be granted one (1) day of sick leave per month remaining in the work year. All Full-time and Part-time employees and 10-month custodians receive ten (10) sick days per year. All sick leave shall be credited to the employees as of the first day of employment.

2. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.

3. A physician's certificate may be required for any employee for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of an employee.

B. Temporary Leave.

1. For a death in the family of a parent, grandparent, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter/son-in-law, brother/sister-in-law, civil union partner, or any other member of the immediate household, the employee shall be excused without loss of pay or accumulated sick leave for five (5) school days. Bereavement days shall be taken consecutively at the time of death of the family member. Each employee shall be excused without loss of pay or accumulated sick leave for up to two (2) school days for bereavement of a relative other than immediate family as described above.

2. Time necessary to appear in any legal proceedings connected with an employee's employment or with the school system shall be granted with full pay.

C. Sick Leave Pay Out

Sick leave days not used by the individual employee shall upon retirement after ten (10) years of regular appointed service within the Edgewater school system receive a lump sum payment equal to \$35.00 per day for each unused accumulated sick day in the employee's bank after July 1, 1956. The total amount shall not exceed \$5,000. In the event that death shall occur before retirement, the employee's estate shall receive the lump sum payment described herein.

D. Teacher Professional Leave

1. Each teacher may be allowed, at the discretion of the chief school administrator, two (2) days during each academic year, at full pay, for professional visits to other educational institutions or to attend academic meetings sponsored by other educational institutions or organizations.
  - a. Each teacher, in requesting leave under this provision, shall submit using the District's online professional learning management system in advance of the scheduled Board meeting prior to the date of the requested leave.
  - b. The chief school administrator shall act upon the request and return it to the teacher within three (3) school days.
  - c. If the chief school administrator has approved the request, the teacher may then utilize the day(s) requested.
  - d. The chief school administrator or administrative designee may require said teacher to submit a brief summary of any such visit or meeting.

Requests for leave in this section shall be made on the appropriate forms and submitted to the chief school administrator one (1) week in advance, if possible.

#### E. Personal Leave

1. Each employee is allowed two (2) personal days at full pay, to attend to personal problems including but not limited to illness in the family, a domestic problem, a real estate matter, religious holiday, graduation of a member of the immediate family, marriage, house moving, or court appearance. It is expressly understood that these days will not be granted immediately before or immediately after a school holiday and/or school break. In the event a personal day is denied, the Association member may appeal the decision to the Superintendent. However, it is understood that the Superintendent's decision is final. Leave for any of the categories listed herein shall be approved and shall be granted without loss of pay.
2. Teachers may request leave with full pay for other reasons not stipulated herein, but in such instances the administration reserves the right to approve or deny such requests. The teacher may, at Board discretion, be granted up to three (3) additional days at full pay less the cost of a substitute to attend to matters of a personal nature. The chief school administrator reserves the right to request additional information regarding each request.

Requests for leave in this section shall be made on the appropriate forms and submitted to the chief school administrator one (1) week in advance, if possible.

#### F. Maternity-Child Rearing Leave

1. Maternity Leave. The Board shall grant maternity leave upon request subject to the following stipulations and limitations:
  - a. An employee shall notify the chief school administrator of the employee's pregnancy as far in advance of the requested commencement date of the leave as possible.

- b. The leave shall commence on the date approved by the Board, if prior to the period of disability, or on the actual beginning of said disability, and shall terminate with the last day of the disability related to said pregnancy.
- c. A pregnant employee shall, at the employee's option to be exercised in writing prior to the commencement of the employee's maternity leave, be entitled to utilize the employee's accumulated sick leave for the portion of maternity leave commencing with the date the employee's becomes disabled by reason of the employee's pregnancy and terminating upon the date of exhaustion of the employee's accumulated sick leave, or upon the date the employee's is able or would be able to resume the performance of the employee's duties, or upon the date of the termination of the employee's employment which of said mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of the employee's attending physician.
- d. Any pregnant employee who does not elect to take a maternity leave may continue to perform the employee's duties as long as physically able to do so, and will be entitled to return to the employee's duties when the employee's physician certifies that the employee is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and the employee will be entitled to utilize accumulated sick leave during the period of absence.
- e. Medical and dental coverage will be provided, at Board expense, in accordance with the law.

## 2. Child Rearing Leave

The Board shall grant child rearing leave without pay to any tenured teacher upon request, subject to the following stipulations and limitations:

- a. Except for an emergency, the request for said leave shall be made at least sixty (60) days prior to the expected birth of the child or the date necessary to receive custody of an adopted child.
- b. The leave shall commence with the birth of the child, the conclusion of the period of disability or the date the teacher receives custody of an adopted child, whichever is applicable, and shall be granted for up to two (2) years. If a teacher wishes to return to work she may do so in the first, second, or third September or February following the commencement of the leave or such other time as may be deemed reasonable by the Board.

## ARTICLE XIII

### TEACHER PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT

#### A. Tuition Reimbursement

In order to encourage excellence and professional competence the Board shall reimburse any employee for courses which have been approved by the Chief School Administrator, subject to N.J.S.A. 18A:6-8.5 and the following conditions:

1. Reimbursement by the Board to teachers pursuing graduate studies shall be under the following conditions and provisions:
  - a. For graduate courses in the applicant's department or departments of assignment; or in the event applicant is in the special services department or has no assigned department, then for graduate courses in the applicant's assigned area of certification; and, in addition, for graduate courses which are part of an approved matriculated degree program in the applicant's assigned area of certification. Other courses outside the applicant's assigned department or area of certification may be requested and approved for reimbursement at the discretion of and with the final consent of the Superintendent and the Board.
  - b. Such coursework must meet with the prior approval of the Chief School Administrator and must be directly related to the assignment of the teacher or meet the other needs of the district.
  - c. A grade of "B" must be obtained in courses in order to be eligible for tuition reimbursement. Teachers, on a pro-rated basis, will be reimbursed for full tuition cost up to an annual cap of \$20,000 per year, and an individual cap of \$1,500 per year.
  - d. All courses to be taken through an accredited college or university as recognized by the New Jersey State Department of Education:
    - i. By physical attendance at classes and completion of the prescribed work in the course or courses offered by the accredited college or university; or
    - ii. By completion of the prescribed work for the course or courses offered by the accredited college or university over the Internet during an academic term. To be accepted for reimbursement, the institution must offer a graduate degree in the subject area of the proposed Internet course and accept the specific Internet course in meeting requirements for that degree.
2. An official transcript indicating at least a letter grade of "B" and a bursar's receipt must be forwarded to the Chief School Administrator.
3. Courses required in order to obtain an initial teaching license or certification will not be eligible for reimbursement.
4. An employee who is eligible for movement on the guide, shall submit an official transcript evidencing completion of said coursework prior to moving on the salary guide.
5. Any employee who resigns shall repay any tuition reimbursement received in the final school year of employment. This repayment provision shall not apply to retirees, RIFs, non-renewals (resignations in the face of non-renewal are considered nonrenewals) or disability retirees. Tuition repayment from resigned employees shall be added back into the available amount for distribution, if the money is returned in the school year of distribution.

B. In-School Professional Development

1. There will be three one-session students' days after which there will be a three hour workshop for teachers.
2. There will be six (6) one-hour workshops after the regular workday on Wednesdays for teachers.

ARTICLE XIV  
TEACHER INCENTIVE LEAVE PROGRAM

A. Purpose. An incentive leave may, at the recommendation of the chief school administrator, be granted to a teacher for study, including study in another area of specialization, for travel, or for other reasons of value to the Edgewater school system.

B. Conditions

1. Incentive leave may be granted to a maximum of two (2) teachers at any one time, subject to the chief school administrator's ability to find a replacement who meets the qualifications set by the Edgewater Board of Education. The chief school administrator shall make every effort to find a replacement and the chief school administrator's discretion in this matter shall not be exercised in an arbitrary or capricious manner.
2. Requests for incentive leave must be received by the chief school administrator in writing in such form as may be mutually agreed upon by the EEA and the chief school administrator, no later than January 11, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the incentive leave is requested.
3. Only tenured teachers are eligible for incentive leave under this Article.
4. Leave under this Article shall be without pay.
5. Upon return from incentive leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of the teacher's absence.
6. While on incentive leave and upon return, a teacher shall enjoy all other benefits granted other teachers in the Edgewater school system.

ARTICLE XV  
EMPLOYEE INSURANCE PROTECTION

A. Medical Insurance

The Board shall provide health insurance coverage to all eligible Association members and their dependents through the Blue Cross, Blue Shield, Rider J., and Major Medical, administered by the New Jersey School Employees Health Benefit Program available as of July 1, 2016.

Eligible Association members shall contribute the amount established pursuant to law towards premiums. The minimum contribution shall be as set forth by P.L. 2011, Chapter 78.



Association members who provide proof of alternative health insurance coverage may waive coverage with the Board in exchange for a waiver payment. The amount of the waiver payment shall be 25% or \$5,000, whichever is less, of the amount saved by the Board, or a lesser amount if set by law. If an Association member chooses to waive only a portion of the employee's coverage, e.g., waives medical insurance coverage and selects dental coverage, the Association member shall be required to contribute the greater amount set by statute, code or regulation.

- B. Description to Employees. The Board shall provide to each employee a description of the healthcare insurance coverage provided under this article, no later than the beginning of the ensuing school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Dental Insurance: Dental coverage shall be provided through Delta Dental and will be improved not later than July 1, 1987 to provide Program I plan, which provides 70/30 coverage on Remaining Basic Benefits after providing 100 percent Preventative and Diagnostic Benefits. Crowns, inlays, and gold restorations and prosthodontics and orthodontic benefits will be 50/50. (Orthodontic applies to dependent children only.) All individuals whose first day of employment is on or after July 1, 2004, shall contribute the following toward dental insurance:

Family:	\$20 per month
One dependent (spouse or child):	\$ 10 per month
Single:	\$0 per month

- D. The Board agrees to provide a Section 125 Plan.

#### ARTICLE XVI EMPLOYEE-ADMINISTRATIVE LIAISON

- A. Organization.
1. The chief school administrator and the representative designated by the EEA shall meet once a month during the academic year to discuss the problems affecting the school, teacher morale, working conditions, maintenance of classroom control, and discipline, and other issues deemed pertinent to this contract. The representative designated by the EEA shall be named immediately after the EEA's first meeting of the new school year.
  2. The time and date of these meetings shall be mutually agreed upon by the chief school administrator and the representative of the teachers.
- B. If a problem is not resolved in this manner, the EEA shall have the right to appeal directly to the Board, and it shall receive a response from the Board within thirty (30) calendar days from the date the matter was filed with the Board.

#### ARTICLE XVII CUSTODIAL HOLIDAYS

Paid holidays shall be as follows for all full-time and part-time custodians:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Presidents' Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve Day
11. Christmas Day
12. New Year's Eve Day
- Veteran's Day \*Holiday, should the school be closed

If any of the above holidays falls on a Saturday or Sunday, or a day school is in session, a mutually acceptable day to the Chief School Administrator and Association will be substituted.

#### ARTICLE XVIII CUSTODIAL CLOTHING ALLOWANCE

- A. The Board of Education requires that each maintenance and custodial employee wear a uniform when they are at work.

This uniform shall be:

1. Navy blue work pants or blue denim; (5) five pairs of pants with reimbursement of \$50.00 each.
2. Navy blue or gray collared shirt (Navy blue or gray tee shirt or sweatshirt with school logo may be substituted for work shirt.) (10) ten shirts.
3. Safety Shoes (steel-tipped). The Board will provide the employee a \$150.00 reimbursement for the purchase of a pair of safety shoes annually.
4. The Board will provide to the employee, whose work requires the same, a winter jacket, to be retained at the school for use by the employee.

It is the responsibility of the employee to maintain a neat appearance, and maintain the quality of the uniform. The Board will provide a yearly clothing allowance of \$200.00 to maintain the integrity of the uniforms used by the employee.

- C. The selections of uniforms shall be mutually agreed upon between the Board of Education and the Association.
- D. Reimbursement for uniforms and shoes shall be made as receipts are submitted.

#### ARTICLE XIX CUSTODIAL VACATION SCHEDULE

- A. Employees shall be entitled to the following amount of vacation days during the school year (July 1 to June 30):

In years 1-4 of 12-month position:	Ten (10) days
(Employees hired after July 1st have a pro-rated vacation time for their first year of employment)	
In years 5-9 of 12-month position:	Fifteen (15) days
In years 10 and following of 12-month position:	Twenty (20) days

1. Each employee will be permitted to carry over a maximum of five (5) unused vacation days to be used in the following year. With regard to vacation days granted hereunder,

employees shall obtain prior approval from the Superintendent or designee as to the particular period(s) of vacation sought in order that the taking of vacations can be coordinated within the school district. Upon retirement, resignation or death, the employee or estate shall receive a lump sum payment of the per diem rate for unused vacation days, not to exceed sixty (60) days if the employee was hired for the 12-month position before January 1, 1996, not to exceed thirty (30) days if the employee was hired for the 12-month position between January 1, 1996 and January 1, 2006, and not to exceed twenty (20) days if hired after January 1, 2006.

ARTICLE XX  
CUSTODIAL SPECIAL LICENSES

A. Custodial personnel shall receive annual pensionable salary adjustments each pay period for holding the following job-related licenses, subject to the approval of the Superintendent:

	2022-2023	2023-2024	2024-2025
BOILER	\$350	\$350	\$350
BUS DRIVER	\$2000	\$2000	\$2000
Closing Building	\$2000	\$2000	\$2000

B. When an employee is required or permitted to attend a training course, the employee will be granted time off with pay if the course is conducted during the employee's regular work hours. The Board will pay the cost of the training course provided the employee completes the course and/or obtains the desired license.

C. New custodial personnel are required to commence courses to obtain a boiler operator's license within the first year of employment and are required to obtain/maintain the license within the first two years of employment or they may be terminated. The Board will pay all costs associated with earning the required licenses.

ARTICLE XXI  
AGENCY FEE

If a member of the bargaining unit does not become a member of the Association during a membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee shall be required to pay a representation fee in lieu of dues, fees and assessments to the Association for that membership year pursuant to law.

On or about January 1<sup>st</sup> of each year, the Association will provide the Board with a list of all employees who are required to pay the representation fee.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

## MISCELLANEOUS PROVISIONS

This document constitutes the full Agreement between the Board and the EEA and both parties shall carry out the commitments contained herein.

A. Separability.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Emergency Substituting.

No teacher shall be required to give up preparation periods in order to serve as a substitute unless there is an emergency. In the event of an emergency, a teacher so serving shall be paid at the rate of \$ 20.00 per period.

C. Receipt Agreement.

Copies of this Agreement shall be disseminated electronically (e.g. on the website) within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed by the Board.

D. Mileage

Mileage shall be paid for the use of the employee's vehicle for school purposes at the OMB reimbursement rate. Vouchers are to be submitted for such mileage on a monthly basis and shall be approved by the employee's supervisor. The district will fully cover and insure all work related travel of the employee and the employee's vehicle.

E. Notice.

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

If by the Board, to the president of the EEA.

EDGEWATER EDUCATION  
ASSOCIATION

By \_\_\_\_\_  
President:

By \_\_\_\_\_  
Secretary:

EDGEWATER BOARD OF  
EDUCATION

By \_\_\_\_\_  
President:

By \_\_\_\_\_  
Secretary:

SCHEDULE A

Salary Guide: Year 1 Edgewater EA Teachers

July 1, 2022 - June 30, 2023

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1-2	52,660	55,661	58,661	61,661	63,162
3	53,060	56,061	59,061	62,061	63,562
4	53,460	56,461	59,461	62,461	63,962
5	53,960	56,961	59,961	62,961	64,462
6	54,460	57,461	60,461	63,461	64,962
7	55,460	58,461	61,461	64,461	65,962
8	56,760	59,761	62,761	65,761	67,262
9	59,510	62,736	65,511	68,511	70,977
10	62,927	66,153	68,928	71,928	74,394
10A	66,127	69,693	72,128	75,128	78,299
11	66,927	70,493	72,928	75,928	79,099
12	70,927	74,803	77,058	80,333	83,414
13	75,027	78,028	81,028	84,193	86,504
14	80,427	83,428	86,518	90,564	92,569
15	86,827	89,828	93,283	97,434	99,879
16	93,677	96,893	99,873	104,004	107,704

SCHEDULE B

Salary Guide: Year 2 Edgewater EA Teachers

July 1, 2023 - June 30, 2024

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1-3	54,322	57,323	60,323	63,323	64,824
4	54,722	57,723	60,723	63,723	65,224
5	55,222	58,223	61,223	64,223	65,724
6	55,722	58,723	61,723	64,723	66,224
7	56,822	59,823	62,823	65,823	67,324
8	58,122	61,123	64,123	67,123	68,624
9	60,822	64,048	66,823	69,823	72,289
10	63,922	67,148	69,923	72,923	75,389
10A	67,022	70,588	73,023	76,023	79,194
11	68,022	71,588	74,023	77,023	80,194
12	71,877	75,753	78,008	81,283	84,364
13	75,977	78,978	81,978	85,143	87,454
14	81,377	84,378	87,468	91,514	93,519
15	87,777	90,778	94,233	98,384	100,829
16	94,577	97,793	100,773	104,904	108,604

SCHEDULE CSalary Guide: Year 3 Edgewater EA Teachers

July 1, 2024 - June 30, 2025

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1-4	55,447	58,448	61,448	64,448	65,949
5	55,947	58,948	61,948	64,948	66,449
6	56,447	59,448	62,448	65,448	66,949
7	57,477	60,478	63,478	66,478	67,979
8	58,677	61,678	64,678	67,678	69,179
9	61,277	64,503	67,278	70,278	72,744
10	64,177	67,403	70,178	73,178	75,644
10A	67,122	70,688	73,123	76,123	79,294
11	68,922	72,488	74,923	77,923	81,094
12	72,777	76,653	78,908	82,183	85,264
13	76,877	79,878	82,878	86,043	88,354
14	82,277	85,278	88,368	92,414	94,419
15	88,677	91,678	95,133	99,284	101,729
16	95,477	98,693	101,673	105,804	109,504

SCHEDULE DSalary Guide: Year 4 Edgewater EA Teachers

July 1, 2025 - June 30, 2026

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1-5	56,010	59,011	62,011	65,011	66,512
6	56,760	59,761	62,761	65,761	67,262
7	57,610	60,611	63,611	66,611	68,112
8	58,760	61,761	64,761	67,761	69,262
9	61,560	64,786	67,561	70,561	73,027
10	64,560	67,786	70,561	73,561	76,027
10A	67,560	71,126	73,561	76,561	79,732
11	70,060	73,626	76,061	79,061	82,232
12	73,560	77,436	79,691	82,966	86,047
13	77,760	80,761	83,761	86,926	89,237
14	83,160	86,161	89,251	93,297	95,302
15	89,577	92,578	96,033	100,184	102,629
16	96,377	99,593	102,573	106,704	110,404



SCHEDULE E

Salary Guide: Year 1 Edgewater EA Custodians

July 1, 2022 - June 30, 2023

Step	Custodian	Cust/Driver (inclusive of stipend)
1	41,008	43,008
2	42,008	44,008
3	42,961	44,961
4	44,008	46,008
5	45,008	47,008
OG 1	49,083	-
OG 2	53,208	-

\*No employee shall move OG during the life of the contract

\*Full-time Custodians' hourly rates are calculated using the formula of annual salary / 1920 hours.  
(240 days x 8 hours)

\*New Part-Time Custodians shall be paid at the rate of \$15.45 per hour, with annual raises equal to respective settlement percentage.

\*Returning part-time custodians are paid the following hourly rate: \$16.07

## SCHEDULE F

### Salary Guide: Year 2 Edgewater EA Custodians

July 1, 2023 - June 30, 2024

Step	Custodian	Cust/Driver (inclusive of stipend)
1	42,104	44,104
2	43,104	45,104
3	44,057	46,057
4	45,104	47,104
5	46,104	48,104
OG 1	50,179	-
OG 2	54,304	-

\*No employee shall move OG during the life of the contract

\*Full-time Custodians' hourly rates are calculated using the formula of annual salary / 1920 hours.  
(240 days x 8 hours)

\*New Part-Time Custodians shall be paid at the rate of \$15.45 per hour, with annual raises equal to respective settlement percentage.

\*Returning part-time custodians are paid the following hourly rate: \$16.71

**SCHEDULE G**

**Salary Guide: Year 3 Edgewater EA Custodians**

July 1, 2024 - June 30, 2025

Step	Custodian	Cust/Driver (inclusive of stipend)
1	43,528	45,528
2	44,528	46,528
3	45,481	47,481
4	46,528	48,528
5	47,528	49,528
OG 1	51,603	-
OG 2	55,728	-

\*No employee shall move OG during the life of the contract

\*Full-time Custodians' hourly rates are calculated using the formula of annual salary / 1920 hours.  
(240 days x 8 hours)

\*New Part-Time Custodians shall be paid at the rate of \$15.45 per hour, with annual raises equal to respective settlement percentage.

\*Returning part-time custodians are paid the following hourly rate: \$17.30

SCHEDULE H

Salary Guide: Year 4 Edgewater EA Custodians

July 1, 2025 - June 30, 2026

Step	Custodian	Cust/Driver (inclusive of stipend)
1	45,142	47,142
2	46,142	48,142
3	47,095	49,095
4	48,142	50,142
5	49,142	51,142
OG 1	53,217	-
OG 2	57,342	-

\*No employee shall move OG during the life of the contract

\*Full-time Custodians' hourly rates are calculated using the formula of annual salary / 1920 hours.  
(240 days x 8 hours)

\*New Part-Time Custodians shall be paid at the rate of \$15.45 per hour, with annual raises equal to respective settlement percentage.

\*Returning part-time custodians are paid the following hourly rate: \$17.90.

SCHEDULE I

Edgewater Education Association

Negotiation Unit Grievance Form

1. Party filing grievance \_\_\_\_\_
2. Date of grievance submitted to Chief School Administrator \_\_\_\_\_
3. A description or explanation of the action that caused the misinterpretation, misapplication or violation.
4. Specific language and section of the Agreement, Board Policy or Administrative Decision alleged to have been misinterpreted, misapplied or violated.
5. Indicate the desired remedy.

Signature of person filing grievance (same as in #1)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Response of Chief School Administrator:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SCHEDULE J

July 1, 2022 - June 30, 2026

### Additional Stipend Positions

6 <sup>th</sup> Grade Coordinator	\$500
Rainbow Facilitators	\$225
Club Coordinator (Fall/Spring)	\$ 1,000
Club Facilitator	\$50 per hour
Summer Enrichment Coordinator	\$2,500
Music Coordinator	\$2,500
ESL Coordinator	\$500
Teacher in Charge	\$2,500