

A G R E E M E N T

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

and

WESTLAKE EDUCATION ASSOCIATION

County of Union, New Jersey

July 1, 2023 through June 30, 2028

AGREEMENT
UNION COUNTY EDUCATIONAL SERVICES COMMISSION
and
WESTLAKE EDUCATION ASSOCIATION

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ARTICLE I
RECOGNITION

A. Unit

The Commission hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time certified personnel, certified salaried part-time personnel, Registered Behavior Technicians, School Safety and Security Monitors, and Teacher Assistants whether under contract or on leave, employed or hereafter employed by the Commission, but excluding supervisory, administrative and hourly part time personnel. The Association reserves the right to apply to the Public Employment Relations Commission for a Certification of Public Employee Representative.

B. Definitions

1. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement shall refer to all certified employees represented by the Association in the negotiating unit as above defined.

2. Definition of a Teacher Assistant

Unless otherwise indicated, the term "Teacher Assistant," when used hereinafter in this agreement, shall refer to all employees who are employed by the Commission for the purpose of aiding teachers with instructional/clerical tasks or behavior management, including Community based instruction.

3. Definition of a Registered Behavior Technician (RBT)

Unless otherwise indicated, the term "Registered Behavior Technician," when used hereinafter in this agreement, shall refer to all employees who are employed by the Commission for the purpose of aiding teachers and BCBA's with instructional tasks and behavioral interventions.

C. Employee

The term "employee" in this agreement shall refer to all persons designated in B(1) and B(2) above.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

Provided that the Association shall represent a majority of the members of the bargaining unit as of February 15 of the year in which negotiations are to resume, the parties agree to enter into collective negotiation regarding a successor agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement concerning terms and conditions of teachers', RBTs' and Teacher Assistants' employment. Such negotiations shall begin not later than February 15 of the appropriate year or at such time as established by P.E.R.C. if earlier, concerning all terms and conditions of employment including salary for the following years. Any agreement so negotiated shall be reduced to writing during the process of negotiations and shall be subject to ratification by the Commission and Association in its final form.

B. Modification

The Agreement shall not be modified in whole or in part except by an instrument in writing, ratified and agreed to by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A grievance is a claim by an employee or a group of employees or the Association, based upon the interpretation, application or violation of this Agreement, policies or administrative decision.

All grievances shall commence at Level 1 as set forth below with the following exceptions:

- (a) A grievance arising out of a Commission policy shall be commenced at Level 3.
- (b) A grievance arising out of an administrative decision shall commence at Level 1 if the decision grieved was made by a Building Principal, Program Director or Supervisor of Instruction and shall commence at Level 2 if the grieved decision was made by the Superintendent.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

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

4. Immediate Supervisor

An "immediate supervisor" is the Building Principal where the employee is primarily located or the Supervisor where there is no Principal on-site. The Director of Non-Public School Services shall be considered an immediate supervisor for Nonpublic Services Teachers.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolutions of grievances as defined in Paragraph A-1. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the failure of the Commission to renew a contract of a non-tenured employee.

C. Procedure

1. Informal Resolution

An employee with a complaint shall first discuss it with his/her immediate supervisor directly within the thirty (30) calendar day time limit set forth in Paragraph D of this Article with the objective of resolving the matter informally. The immediate supervisor will render a decision within five (5) school days after presentation of the complaint. If the employee is not satisfied with the resolution of his complaint, he/she shall be deemed to have a grievance.

2. Immediate Supervisor - Level One

The aggrieved person or persons shall submit the grievance in writing to the immediate supervisor within ten (10) school days after conclusion of the informal process. The immediate supervisor must communicate his/her decision in writing within ten (10) school days after receipt of written grievance.

3. Superintendent of the Commission - Level Two

If no decision is rendered within ten (10) school days after presentation of the grievance to the immediate supervisor, or the aggrieved person is not satisfied with the disposition of his grievance at Level One, the Association, within ten (10) school days, may refer it to the Superintendent. The Superintendent, or a hearing officer designated by the Commission, shall meet with the aggrieved person and any other persons involved with the grievance to hear and review the grievance, and within ten (10) school days after said hearing, shall render his/her opinion in writing with respect to the grievance.

4. Union County Educational Services Commission - Level Three

If no decision is rendered within ten (10) school days after the grievance was delivered to the Superintendent, or if the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, the Association, within ten (10) school days of the receipt of the decision, may submit the grievance to the Commission. Within fifteen (15) school days after receipt of the grievance, the Commission or a committee thereof shall review the grievance and hold a hearing on the matter, if requested. The Commission's decision shall be rendered within thirty (30) calendar days after receipt of the grievance in writing. The grievant must continue to function appropriately under the administration while the grievance procedure is in process.

5. Advisory Arbitration - Level Four

In the event that the grievance is not resolved by the review of the Commission as described above and provided the grievance concerns disagreement with respect to interpretation the Union County Educational Services Commission/Westlake Education Association Agreement, policies or administrative decision, as stipulated in the definition of a grievance, then the Association may elect to have the matter referred for advisory arbitration by filing a written request for advisory arbitration with the Secretary of the Commission within ten (10) days of the date of the decision of the Commission, and submit a request for an arbitrator to the Public Employment Relations Commission or the American Arbitration Association. Upon receipt of a panel of arbitrators, the Association and Commission shall agree upon an arbitrator within ten (10) school days. The arbitrator so selected shall confer with the representatives of the Commission and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or alters, adds to or detracts from this agreement. The decision of the arbitrator shall be advisory only and not binding on either party; however, the Commission must notify the Association, within thirty (30) days of the decision, whether it accepts or rejects, in whole or in part, the arbitrator's decision. If the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, all subsequent decisions arising during the same contract year shall be binding upon both parties. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Commission and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified might, however, be extended by mutual agreement. The grievant shall institute a claim within a maximum of thirty (30) calendar days from the date of the occurrence giving rise to the grievance. Failure to institute a grievance within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. Failure to move a grievance to the next step within the time limits provided for herein shall constitute acceptance of the decision submitted or abandonment of the grievance if no decision is submitted.

E. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Commission or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations.

Nothing contained herein shall be construed to deny or restrict to the Commission such legislative, executive and judicial functions that accrue to it as an agent of the state in ensuring compliance with state laws and regulations. The Commission reserves to itself full jurisdiction and authority over matters of policy and retains the right, except as modified by this agreement to: (a) direct employees of the Commission; (b) hire, promote, transfer, assign and retain employees in positions within the jurisdiction of the Commission and to suspend, demote, discharge, or take other disciplinary action against employees; (c) relieve employees from duties because of lack of work or other legitimate reasons; (d) maintain the efficiency of the school operations entrusted to them; (e) determine the method and personnel by which such operations are conducted; and (f) take whatever actions might be necessary to carry out the mission of the Commission in situations of emergency.

B. Criticism of Employees

Any questions or criticism by a supervisor, administrator, or Commission member of any employee and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Likewise, any criticism by an employee of a supervisor or Director shall be made in confidence and not in the presence of students, parents or at other public gatherings.

C. Association Identification

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

D. Whenever any employee is required to appear before any administrator or agent thereof concerning any matter which could adversely affect the continuation of

that employee in his/her office, position or employment or the salary or any increments pertaining thereto, he or she shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. At the time the request for such meeting or interview is made, the employee shall be entitled to a verbal statement of the subject matter to be discussed at the meeting or interview.

- E. No RBT or Teacher Assistant shall be discharged for poor performance unless evaluations of his/her performance have been made within a school year. Discipline of a severity less than discharge shall be for just cause.
- F. Commission required physicals upon employment will be provided by the Commission Physician at no charge to the employee. If the employee elects to use his or her own physician, it shall be at the employee's expense.
- G. No adverse recommendation shall be made by any administrator or supervisor to the Commission, which could affect an employee's employment, salary or increment without a prior interview with the employee and his or her representative concerning such recommendation. The employee shall be provided with a written statement prior to the Commission meeting.
- H. Access to Personnel File
 - 1. The only official personnel files for the Commission shall be those kept in the Office of the Superintendent.
 - 2. Each employee shall have the right to review with Association representation if he or she so desires the contents of his or her personnel file. The employee shall inform the Superintendent's secretary twenty-four (24) hours prior to requesting copies or materials in said file.
 - 3. An employee shall receive a copy of all pertinent material placed in his or her file excluding materials directed to or received from the employee. The employee shall have the right to file a written response which shall be attached to the file copy.
 - 4. The Commission shall not maintain any separate personnel file to which the employee does not have access.
 - 5. Each employee shall have the right to request that material which is false, not related to job performance, or obsolete be removed from the personnel file. In the event there is a disagreement, the matter shall be subject to the Grievance Procedure.
- I. The administration may enter an employee's desk for lesson plans, individual student work folders and Individual Student Improvement Plans only when an employee is absent.

ARTICLE V

WORK YEAR AND HOURS

- A. The work hours and faculty meeting schedules for Commission staff shall be as follows:

1. Full-Time Certified Teachers

Monday-Friday: 8:20 a.m.- 2:40 p.m.
Student Time: 8:30 a.m.- 2:30 p.m.

There will be 90 minutes of additional meeting time per week in the form of one 60-minute meeting per week and one 30 minute per week on either Tuesday or Thursday.

Staff will receive 3 working days' notice if there is a change to the time or date of a meeting.

There will be a maximum of 3 evening meetings per school year, 2 of which can be 2-hours in length and 1 of which can be 3-hours in length. The 3-hour meeting can only be used for parent conferences.

The limitation on meetings does not apply to graduation. Any person required to attend an evening meeting beyond those required of the general faculty (including, but not limited to, the school social worker) shall be compensated at the rate of \$33.00 per hour. The meetings referred to in this paragraph do not include meetings of volunteer groups.

Faculty meetings, conferences or staffing's will not be scheduled on days that employees are requested to return for evening parent meetings, except in cases of emergency.

2. Part-Time Certified Salaried Teachers

Work Hours: 8:20 a.m. - 2:40 p.m. (Assigned Days, Monday-Friday)
Student Time: 8:30 a.m. - 2:30 p.m.

Part-Time Certified Salaried Teachers hired for 3-days per week are required to attend one 60-minute meeting per week on a day that they are working.

Part-Time Certified Salaried Teachers hired for 4-days per week are required to attend one 60-minute meeting per week on a one 30-minute meeting per week on a day that they are working.

All Part-Time Certified Salaried Teachers are required to attend a maximum of two evening meetings per year.

3. Full-Time Teacher Assistants and Safety and Security Monitors

Monday-Friday: 8:20 a.m. - 2:40 p.m.
Student Time: 8:30 a.m. - 2:30 p.m.

There shall be a maximum of 8 meetings outside the school day per school year for full-time Teacher Assistants and School Safety and Security Monitors.

4. Nonpublic Teachers Serving Non-Public Schools

Work Hours: The work hours for Nonpublic Services to Non-Public Schools shall be 6 consecutive hours between 8:00 a.m. to 3:00 p.m. (Schedule to be determined by Supervisor)

There shall be a maximum of 20 meetings outside the school day per school year for Nonpublic Teachers.

5. Full-Time Registered Behavior Technicians

Monday-Friday: 8:20 a.m.-2:40 p.m.
Student Time: 8:30 a.m.- 2:30 p.m.

There will be 60 minutes of additional meeting time per week on either Tuesday or Thursday. Staff will receive three (3) working days' notice if there is a change to the time or date of a meeting.

B. Dismissal Prior to Holidays and Vacations

On days preceding holidays or Commission vacations, the ten-month employees' day shall end at the close of the Commission pupils' days. The dismissal time for Nonpublic Teachers will be governed by the schedule for special education and alternative schools.

C. Preparation Periods

1. Teachers will receive five (5) guaranteed preparation periods per week (one per day), which shall be scheduled during the workday. In the event a teacher is required to forego a preparation period and provide classroom instruction and/or supervision, the teacher will receive additional pay at the rate of:

2023-24: \$39.79 per hour
2024-25: \$41.10 per hour
2025-26: \$42.46 per hour
2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

In Public Schools staff shall notify administration as soon as it is known that there is a potential for a missed prep period due to a prescheduled event and administration may reschedule the prep period whenever possible. Failure to comply with this notification procedure may result in denial of payment for a missed prep period.

In Non-Public Schools teachers will be given 5 prep periods totaling 150 minutes per week. The scheduling of these prep periods will be done collaboratively between the teacher and the supervisor.

2. Teachers accepting the assignment of any tutoring/instruction and teachers employed by the Commission for summer instruction shall be compensated at the rate of:

2023-24: \$39.79 per hour
2024-25: \$41.10 per hour
2025-26: \$42.46 per hour
2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

3. Teacher Assistants who accept a summer work assignment shall be paid at the rate of:

2023-24: \$20.68 per hour
2024-25: \$21.38 per hour
2025-26: \$22.11 per hour
2026-27: \$22.84 per hour
2027-28: \$23.55 per hour

School Safety and Security Monitors who accept a summer work assignment shall be paid at the rate of:

2023-24: \$22.75 per hour
2024-25: \$23.52 per hour
2025-26: \$24.32 per hour
2026-27: \$25.12 per hour
2027-28: \$25.90 per hour

Teachers who accept a summer work assignment shall be paid at the rate of:

2023-24: \$39.79 per hour
2024-25: \$41.10 per hour
2025-26: \$42.46 per hour
2026-27: \$43.81 per hour
2027-28: \$45.12 per hour

Therapist/Nurse who accept a summer work assignment shall be paid at the rate of:

2023-24: \$54.75 per hour
2024-25: \$56.56 per hour
2025-26: \$58.42 per hour
2026-27: \$60.29 per hour
2027-28: \$62.10 per hour

RBT's who accept a summer work assignment shall be paid at the rate of:

2023-24: \$25.85 per hour
2024-25: \$26.73 per hour
2025-26: \$27.64 per hour
2026-27: \$28.55 per hour
2027-28: \$29.44 per hour

- D. The Commission will make every effort to provide qualified substitute teachers except for Nonpublic Services Teachers.
- E. The work year is the period of September 1 - June 30, as defined by the school calendar. Employees' work year will not exceed 185 days of which 180 days will be with pupils present. Nonpublic Service Teachers' work year will be 170 days. The School Safety and Security Monitors shall follow the school calendar.
- F. The school calendar for each year shall be prepared by the Superintendent and submitted to the Association for its comments and suggestions prior to the adoption of the calendar by the Commission.
- G. Each Employee is guaranteed a duty-free lunch period of 30 minutes during which the Employee will have no assigned responsibilities whatsoever. Lunch period for teachers shall not be scheduled prior to one period before the lunch period for pupils or not later than one period after the lunch for pupils.
- H. Faculty meetings, conferences or staffings will not be scheduled on days that employees are requested to return for evening parent meetings, except in cases of emergency.
- I. In the event that an appropriate administrator requests a classroom teacher to undertake responsibilities beyond school hours, above those normally assumed, as covered in Article V above, the teacher may decline unless the supervision of students is involved. If the teacher accepts, or if the supervision of students is involved, the teacher and the administrator will agree on either compensatory time or a payment at the same hourly rate as set forth in C 1.

- J. There shall be a maximum of twenty-six (26) meetings per year outside of the normal school day for classroom teachers, twenty (20) meetings per year outside of the normal school day for Nonpublic Teachers and eight (8) meetings per year outside of the normal school day for Teacher Assistants. For classroom teachers, 23 of the 26 meetings provided for herein shall be used to support the workday changes set forth in Paragraph A of this Article, and when one of those 23 meeting weeks occurs there shall only be an additional 30 minutes added to the workweek. Meetings for Nonpublic Teachers and Teacher Assistants remain unchanged. These meetings shall include, but not be limited to, faculty meetings, committee meetings, in service workshops, evening open houses and evening parent conferences. All meetings shall be limited to one (1) hour in length, except: one (1) in-service day (which shall end not later than 3:30 P.M.), and two (2) evening meetings. There will be a maximum of three (3) evening meetings permitted, two of which can be two (2) hours in length and one of which can be three (3) hours in length. The three-hour evening meeting shall be only for parent conferences. The foregoing meeting limitation does not apply to graduation. Any person required to attend an evening meeting beyond those required of the general faculty (including, but not limited to, the school social worker) shall be compensated in accordance with Paragraph I above. The meetings referred to in this paragraph do not include meetings of volunteer groups, such as the Education Council.
- K. Whenever a Nonpublic Services Teacher's Non-Public School is closed when the Commission's schools are open, the Nonpublic Services Teacher shall report to the central office for assignment.
- L. Teacher Assistants and RBTs performing teaching duties/requested to substitute for an absent teacher will receive an hourly rate of \$12/hour or \$55/day. Teacher Assistants and RBTs performing teaching duties/requested to substitute for an absent teacher for more than five (5) consecutive days will get an additional \$100/day.
- M. At the beginning of each year, all Teacher Assistants shall be given a written job description which specifies the functions, duties and responsibilities of the position.
- N. Any Teacher Assistants required to work beyond regular work hours shall be compensated at the rate of:
- 2023-24: \$20.68 per hour
 - 2024-25: \$21.38 per hour
 - 2025-26: \$22.11 per hour
 - 2026-27: \$22.84 per hour
 - 2027-28: \$23.55 per hour

- O. The School Safety and Security Monitors shall be ten (10) month positions and shall receive all of the benefits accorded the teachers in this agreement with the exception of sabbatical leave.
- P. Teacher Assistants and RBTs shall be entitled to a fifteen (15) minute break per day. The timing of the break shall be with the consent of the teacher and principal.
- Q. Teacher Assistants, RBTs, or certified staff who are asked to drive, and who do drive, during the workday shall receive a \$5500 stipend during the 10 month school year and a \$5.00 per hour stipend during the Extended Summer School Program. The stipend shall be prorated based on the date of the assignment of the duty to drive.
- R. All new staff will be required to attend a maximum of five (5) days of new staff orientation prior to the school year with no additional compensation. Staff hired after September 1 will be required to participate in orientation activities on one (1) full day prior to their start date. All new staff will receive a full day of training for the Observation Tool, either at this training or soon after, in September.
- S. Staff writing curriculum outside of contractual hours during the regular school year shall be paid the rate of:

2023-24: \$36.16 per hour
2024-25: \$37.35 per hour
2025-26: \$38.58 per hour
2026-27: \$39.81 per hour
2027-28: \$41.00 per hour

- T. Credit Retrieval:
 - 1. Certified teaching staff assigned a daily period of study hall or credit retrieval grading are responsible for grading no more than 18 credit retrieval courses completed in their content area over a single school year without additional compensation.
 - 2. Certified teaching staff assigned a daily period of study hall or credit retrieval grading and who voluntarily accept responsibility for credit retrieval grading beyond 18 credit retrieval courses will receive compensation of \$220 per course upon successful completion of credit retrieval course requirements.
 - 3. In the event that a student fails to complete a credit retrieval course during the year, the certified teaching staff assigned grading responsibilities will receive compensation of \$220 upon administrative confirmation that 63% or more of the assignments required by the credit retrieval course were submitted by the student.
 - 4. Credit retrieval procedures and schedules will be distributed at the beginning of

each school year. Additional grading responsibilities may be assigned during the school year to reflect increased enrollment. Compensation for credit retrieval grading requires prior administrative assignment and subsequent approval after confirmation of successful course completion.

- U. Teacher Assistants at Crossroads and Westlake School will receive a \$500 stipend during the 10-month school year due to their responsibility for toileting students.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. A record of the attendance of all employees under contract shall be kept in the Personnel Office during each year (July 1 - June 30).
- B. Each Nonpublic Service Teacher, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her immediate supervisor, stating the reason for the absence and its probable duration. Nonpublic Services Teachers will also notify the principal of the Non-Public School from which they will be absent.

- C. Sick Leave

Sick leave is defined as an employee's absence from his/her post of duty because of his or her disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

1. Twelve (12) days leave in any one school year, except Nonpublic Services Teachers shall receive eleven (11) days.
2. A full year's allowance shall go into effect July first of each school year.
3. When any employee uses in any school year less than the number of sick days permitted in "1" above, days not used shall be cumulative, to be used for sick leave in subsequent years.
4. No salary deduction or charge against sick leave will be made when an employee is quarantined for the sickness of another person. Each employee will have access to his/her attendance summary and paid leave entitlement through the employee portal.
5. When absence for sickness exceeds the annual sick leave allowance and the accumulated sick leave, the Commission may continue to pay such employee each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Commission in each individual case.

6. Employees with absences due to illness which exceed three (3) consecutive days may be required to provide their immediate supervisor with a note from the attending physician concerning the necessity of the absence.
7. Employees whose sick leave is anticipated for the purposes of surgery or medical treatment shall notify the Superintendent of the need for medical leave as soon as surgery or treatment dates have been scheduled by the attending physician.
8. In the case of serious illness requiring a prolonged absence, it will be necessary to present a note from the attending physician, certifying that the employee is physically capable of resuming his duties.
9. In an effort to recognize exceptional attendance, the Commission will provide the following (exclusive of PD and Bereavement days)
 - (a.) A \$200 payment to any teacher, therapist, or Teacher Assistant who demonstrates perfect attendance from September 1-January 31 of the school year. Staff members must be employed by the Commission for all included dates to be eligible for the incentive. Payments will be included in the first paycheck in February.
 - (b.) A \$200 incentive payment to any teacher, therapist or Teacher Assistant who demonstrates perfect attendance for February 1 to June 30 of the school year. Staff members must be employed by the Commission for all the included dates to be eligible for the incentive. Payments will be included in the final paycheck in June.
 - (c.) A \$100 incentive payment to any teacher, therapist or Teacher Assistant who demonstrates perfect attendance from September 1- June 30 of the school year. Staff members must be employed by the Commission for all the included dates to be eligible for the incentive. Payments will be included in the final paycheck in June.

D. Bereavement Leave

1. Any employee shall be allowed up to five (5) days of absence in the case of death of a member of his or her immediate family, or any person domiciled with the employee that occurs during the work year. Immediate family shall be understood to include the following: wife, husband, father, mother, stepparent, child, stepchild, sister, brother, grandmother, grandfather, grandchild, mother-in-law and father-in-law. Any employee shall be allowed up to three (3) days of absence in the case of death of a niece, nephew, aunt, uncle, brother-in-law or sister-in-law that occurs during the work year.
2. Any employee shall be allowed one (1) day of absence to attend the funeral of any relative not specified in subparagraph "1". If one (1) additional day is needed it may be granted at the discretion of the Superintendent upon request and good cause shown. Exercise of discretion under this provision of the contract shall not be subject to the grievance procedure.

E. Paid Time Off

Up to five (5) days of Paid Time Off (PTO) shall be granted annually. All PTO requests must be in the Superintendent's office three (3) days in advance. Five (5) days will be granted in this manner without a specific reason being stated, except where an emergency PTO day (less than three (3) days' notice) is requested, the specific reason for the leave shall be provided in AESOP. No PTO days shall be granted for any day immediately prior to or immediately following a holiday or vacation period, except where approval is granted by the Superintendent prior to the scheduled leave. Requests for PTO days immediately prior to or immediately following a holiday or vacation period must be made in writing to the superintendent through email. Verification will be provided if requested. Up to three (3) unused PTO days will be converted to sick days at the end of the year for use as sick days in subsequent years, and for the provisions of Article XV111.

F. Professional Days

Schools are closed for two (2) days during the New Jersey Education Association ("NJEA") Convention as indicated on the yearly calendar, and these days are known as Professional Days. Employees are invited to attend the NJEA Convention at this time, or to visit other schools if visitation is approved in advance by the Superintendent. Teachers may request additional professional days. A written request shall be submitted two (2) weeks in advance to the Superintendent.

G. Jury Duty

An Employee who is called for jury service shall be excused from work with full pay for the days on which he or she serves, and would have otherwise worked. Reimbursement will be made for a period not to exceed fifteen (15) working days. Notwithstanding the provisions of the first sentence of this paragraph, each Employee shall be required to advise the Court that he/she is a public employee and to request that jury duty be delayed until a time when school is not in session.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

The Commission will approve extended leaves of absence without pay under the following circumstances:

A. Military Leave will be granted in accordance with N.J.S.A. 38:24-4, et seq.

B. Family and Medical Leave

Eligible employees with a qualifying event under the federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA") may elect to use applicable accrued paid time (sick, vacation, personal, and/or comp time) prior to taking FMLA leave. Thereafter, any FMLA or NJFLA leave to which the employee may be entitled will be unpaid. If any event qualifies under both the FMLA and NJFLA, such leave shall run concurrently under both statutes to the maximum extent permissible by law. FMLA and NJFLA leave will also run concurrently with any New Jersey Paid Family Leave benefits for which an employee may be eligible.

C. Child Rearing Leave Without Pay

1. Following FMLA and/or NJFLA leave, the Commission shall, upon an FMLA and/or NJFLA eligible employee's request (which is to be made under normal circumstances within two (2) weeks of the date of birth or adoption of the child), grant child rearing leave for a term that extends from birth of the child, or the date the employee obtains custody of an adopted child, as the case may be, to the end of the school year in which the birth or adoption occurs, or to the end of the school year following the school year in which the birth or adoption occurs, as the employee requests. Such additional leave shall run concurrently with any FMLA and/or NJFLA leave for which the employee may be eligible.
2. In the event the employee wishes to return to the district prior to the end of the school year following the school year in which the child is born or custody is obtained, the employee may request permission to return to the district at the end of the first semester following the school year in which the birth occurs or the custody is obtained. The Commission may permit

the employee to return at that time in its sole discretion, but the Commission shall have no obligation to grant the request except as required by law.

3. Although the employee does not need to make a final decision concerning child rearing leave, under normal circumstances, until two weeks after the birth of the child or custody of the adopted child, the employee shall notify the Commission of the employee's intent to take child rearing leave at least 60 days before the anticipated date of birth or custody.
- D. Other leaves of absence without pay may be granted by the Commission for good reason.
- E. All extensions or renewals of leaves shall be applied for in writing and answered in writing within five (5) days of the Commission meeting following the receipt of the request, except as otherwise provided by law.
- F. One year's leave of absence, without pay, may be granted to a classroom teacher or nonpublic services teacher with five (5) years or more of service with the Commission. Requests with the reasons for such leave must be received by the Superintendent no later than February 1.
1. The decision of the Superintendent shall be given within ten (10) days following the March meeting of the Commission.
 2. Requests which have been approved by the Superintendent must be submitted to the Commission no later than the March meeting. Notification of the Commission's decision shall be given in writing within ten (10) days of the meeting at which the request is discussed. Upon request, the Commission shall furnish the classroom teacher or nonpublic services teacher with a written statement of the reasons for disapproving such leave.
 3. Such leave may be granted for the following reasons:
 - (a) Professional development
 - (b) Family emergency or necessity
 - (c) Educational travel
 - (d) Personal reasons
 4. Request for additional leaves, other than FMLA and/or NJFLA leave and/or as otherwise required by law, shall be considered only after five (5) years' additional service.

5. Such leave, except in the case of professional development, shall not count for either seniority in the district nor advancement on the salary scale.
6. Any classroom teacher or nonpublic services teacher on leave pursuant to this paragraph shall notify the Commission in writing whether or not he or she intends to resume his or her position or resign. Said notice shall be required no later than November 1 for an anticipated February 1 return and April 1 for an anticipated September 1 return, except in case of emergency.

G. Sabbatical Leave

1. The Commission may grant sabbatical leaves to classroom teachers and, at the sole discretion of the Commission should monies become available, nonpublic services teachers subject to the following conditions:
 - (a) The teacher must have completed seven (7) or more years of full-time employment with the Commission.
 - (b) A maximum of one member of the professional classroom teaching staff and one nonpublic services teacher will be granted sabbatical leave per year.
 - (c) Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years as an employee of the Commission.
 - (d) A further requirement for eligibility is the filing of a written agreement with the Superintendent stipulating that the applicant for sabbatical leave will remain in the service of the Commission for a period of two (2) years following the expiration of the sabbatical leave.
2. A sabbatical leave may be granted to a classroom teacher by the Commission and at the sole discretion of the Commission should monies become available, nonpublic services teachers, for full-time formal study, travel, or for other reasons of value to the school system. The application must be filed with the Superintendent in writing, no later than January 1, and the Superintendent shall give written notice to the applicant of the acceptance or rejection of his application, with reasons for same, within sixty (60) days after the due date of filing. The following information shall be presented in the application for consideration by the Superintendent and the Commission:
 - (a) Full-Time Formal Study - A program should be outlined which will indicate how it will aid in improving the educational services of the applicant. A minimum of twenty-four (24) credits shall be

required to be considered as a full-time program unless, by definition of the institution of higher learning, a structured program of less than twenty-four (24) credits shall be deemed to be "full-time".

- (b) Travel - A plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.
- (c) Other Reasons - A plan shall be submitted stating the professional objectives of the opportunities afforded by the leave.

3. Conditions of Leave

- (a) Sabbatical leaves shall be for a full school year and shall be paid by the Commission at 50% of the salary rate which would have been received had the classroom teacher remained on active duty.
- (b) Regular monthly deductions will be made from salary payments including teachers' pension fund and other legally required or employee-authorized deductions.
- (c) Anyone on such leave shall be considered as in the employ of the Commission and the time thus spent shall count as regular service toward retirement, seniority and consideration of salary.
- (d) Classroom teachers on such leave may not associate for monetary compensation on a full-time basis with any person, persons or organizations during the school year unless approved by the Commission.
- (e) If there are qualified applicants, a maximum of one sabbatical leave shall be granted each year for classroom teachers and an additional one for nonpublic services teachers should monies, at the discretion of the Commission, be available.
- (f) During the sabbatical, a teacher must report once each semester to the Superintendent describing in writing the progress he/she has made fulfilling the purpose of the leave. In addition, he/she shall submit official transcripts, when applicable, as soon as they are available.

- H. A leave of absence without pay of up to one (1) year may in the discretion of the Superintendent be granted to any employee for the purpose of caring for a seriously ill parent, spouse, civil union partner, son, daughter, grandparent, father-in-law, mother-in-law or any person domiciled with the employee. Such leave of absence shall run concurrently with any FMLA and/or NJFLA leave for which the employee may be eligible. Additional leave may be granted in the further discretion of the Superintendent. This leave shall not require a minimum service

period with the Commission. This leave may be requested at any time during the school year and if granted, commencement of the leave shall be subject to the efforts of the Commission to obtain a substitute.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. Non-Discrimination

Parties agree to comply with the U.S. Constitution, the New Jersey Constitution and all applicable laws pertaining to discrimination.

B. 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.

C. Compliance between Individual Contract and Master Agreement

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

D. Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the written rules, regulations and/or policies of the Commission in force on said date, shall continue to be so applicable during the term of this agreement.

E. Printing Agreement

Copies of this agreement will be available to the employees within thirty (30) days of ratification by both parties. One copy of the agreement will be placed in the main office of every school/program. All staff will have access to the agreement electronically on the staff section of the website. The Commission assumes the cost of the preparation and distribution of the agreement in the manner set forth in this section.

- F. Nonpublic Teachers may request assistance in carrying supply orders to their cars on orientation day between 10:00 a.m. and 1:00 p.m. from the Commission's central office building.

ARTICLE IX

HEALTH INSURANCE

- A. Medical insurance will be provided for all employees and their dependents, if requested. The Commission shall advise employees of coverage upon employment.

The district shall offer a voluntary health insurance waiver plan which shall conform to applicable law. A waiver of health insurance form is located in Appendix A. This form shall be distributed to all employees by October 1 and returned to the Board Secretary no later than October 27. Employees must show evidence of being covered by insurance other than the District's.

Employees shall receive in writing along with the waiver form that election of the insurance waiver in the period immediately prior to retirement may endanger one's right to receive state paid post-retirement health insurance under the terms of T.P.A.F. and P.E.R.S.

Election shall be made on an annual basis and such waiver shall be only for one (1) year. Election is voluntary and is renewable on subsequent application. Employees not re-electing the waiver shall be automatically reenrolled in the district's health insurance plan without penalty or restriction including but not limited to pre-existing conditions for themselves and eligible dependents. All employees shall have the option of considering the waiver each year of this agreement subject to the terms of this provision.

- B. Payment in Lieu of Insurance Coverage

An employee choosing to waive coverage shall receive twenty-five (25%) percent of the net savings or \$2,500.00 annually, whichever is less. The premium shall be for the medical insurance plan being waived.

Payment shall be in two equal parts on January 31 and June 30 for the preceding 5-month period or part thereof.

Employees who are terminated shall not be eligible to receive any additional waiver payment, prorated to the date of termination.

- C. Restoration of Benefits

During any time of the year in which the employee has elected to waive coverage the employee shall be able to terminate the coverage waiver agreement and re-

enroll in the district's insurance plan under the following conditions which lead to a loss of benefits of alternate health insurance coverage:

1. Loss of spouse's employment
2. Disability or death of spouse
3. Divorce or legal separation
4. Other life altering event

Where applicable, domestic partner or civil union status shall serve in place of spouse.

Re-enrollment shall be immediate without penalties or restrictions including but not limited to pre-existing conditions for the employee and eligible dependents. Enrollment shall be as if the waiver of coverage had not been elected.

Employees must notify the board in writing of their decision to terminate the coverage waiver and reenroll in the district plan no later than thirty (30) days after the event causing such decision.

Payment for the waiver shall be on a pro-rata basis.

D. Section 125 Plan

The Board shall maintain an IRC section 125 plan for the purpose of contributions for dental and health insurance.

- E. Dental insurance shall be provided for all employees and their eligible dependents, which shall be equivalent to the dental insurance plan of Horizon Dental Plan, regardless of the carrier which provides the dental insurance. Classroom and Nonpublic Teachers with dependent dental coverage shall contribute \$150.00 per year for dependent dental coverage. Teacher Assistants and School Safety and Security monitors shall contribute \$100.00 annually. The Board agrees to implement a Section 125 IRC plan for these contributions and employees may choose not to enroll in the family dental coverage. The per person dental annual maximum shall be \$ 2,000.
- F. If any other employee group receives improved health coverage, said coverage shall be granted automatically to all employees covered under this contract under comparable terms that applied to the other employee group.
- G. The Commission shall have the right to change insurance carriers for health and/or dental coverage at any time with sixty (60) days prior notice to the employees so long as the coverage and related services obtained from the new carrier for health coverage shall be equivalent or better than that which is currently provided by the School Employees Health Benefits Plan and dental coverage shall be equivalent or better than currently being provided.

- H. Employees shall continue to contribute at the rates set forth in Tier 4 of Chapter 78,, P.L. 2011, or as required by law, whichever is greater. The contributions will continue until a different formula is negotiated between the parties.

ARTICLE X

EVALUATION PROCEDURE

- A. Observations and evaluations of employees shall be conducted in accordance with ACHIEVE NJ.
- B. Employees shall have the right to file written responses to all observations and evaluation reports. Employees shall have ten (10) school days to file such responses.
- C. No employee shall be required to sign a blank or incomplete form. A signature shall not constitute agreement with the contents of the report, but shall constitute acknowledgment that the employee has seen the report.
- D. Professional Development plan shall be done collaboratively between Administrator and Teacher based upon results of observation and evidence on Annual Summative Rating Reports.
- E. Each Teacher Assistant shall be evaluated annually. The evaluation shall take place no later than two (2) calendar months before the end of the school year.
- F. Each employee shall have a post observation conference with the supervisor within fifteen (15) school days of the observation. A draft copy of the observation will be given to the teacher prior to the post observation conference. Not more than three (3) school days following the post-observation conference, a written copy of the evaluation will be given to the employee for review reflecting the discussion that took place at the post observation meeting. If the employee has questions on what was written in the post-conference report, a meeting will be scheduled to further discuss the observation report before the final report is given to the employee. If there are no questions, the employee will sign the report and return it to the supervisor.

ARTICLE XI

SALARY DEDUCTIONS

- A. The Commission agrees to deduct from employees' salaries money for local, state and national associations, services and programs, as said employees, individually and voluntarily, in writing, authorize the Commission to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Commission and the appropriate association.

- B. The Commission agrees to deduct from employees' salaries premiums for the Prudential Disability policies as said employees, individually and voluntarily, authorize the deductions, and to transmit the monies promptly to the company. Any employees may have such deductions discontinued upon sixty (60) days written notice to the Commission.
- C. The Commission agrees to deduct from employees' salaries money to be deposited into their accounts in the County Educators Federal Credit Union as said teachers, individually and voluntarily, authorize the Commission to deduct and to transmit the monies promptly to the Credit Union. Any employee may have such deductions discontinued upon sixty (60) days written notice to the Commission.
- D. The Commission agrees to deduct from employees' salaries money to be deposited into a Tax Shelter Annuity as said employees, individually and voluntarily, authorize. The Commission is to deduct and transmit the monies promptly and directly to the Tax Shelter Annuity. Any employee may have such deductions discontinued upon sixty (60) days written notice to the Commission. It is understood that the number of annuities to be available under this paragraph, unless a greater number is approved by the Commission, shall be limited to three (3) as selected by the Association and approved by the Commission.
- E. Members of the Westlake Education Association shall participate in a direct deposit plan by completing an appropriate authorization form designating their depository of choice. The direct deposit plan is available only to salaried employees. Such form must be submitted upon employment or by September 1 of any year. Westlake Education Association members must notify the business office of their intention to change their authorized depository fifteen (15) days prior to the next payday.

It is the Employee's responsibility to ensure that their pay is deposited as requested. The Commission shall not be responsible for any charges incurred by any employee, as a result of direct deposit.

Direct deposit shall also be used for the summer payment plan. Direct deposit must involve the Employee's entire pay and may be made to only one account in one bank. The Employee's name must be on said account. Upon termination from the Commission, an Employee's final pay will be made by check to the Employee rather than through direct deposit.

ARTICLE XII

DESIGNATION OF RESPONSIBILITIES

- A. No employee, except school nurses, shall be required to distribute or administer medication in any form. However, an Employee may be requested to administer

an EpiPen®, and if the employee agrees to administer the EpiPen®, the Employee will be instructed by the nurse as to the method of administration. If the Employee refuses to administer EpiPen®, the Employee may not be required to do so.

- B. In the absence of a teacher, and if no certified Teacher Assistant is present pursuant to Article V, Paragraph L, a certificated replacement for the teacher is to be provided by the Commission in any situation where students are present.

ARTICLE XIII

LIAISON COMMITTEE

- A. An employee/administration liaison committee shall be established for each Commission location/program consisting of representatives of the employees for the particular location/program, the building Principal and the Supervisor of Instruction (if one exists for the particular location/program). The committee members shall be selected by the employees in each location/ program. The purpose of the committee is to review and discuss school problems and to make recommendations for the revision or development of school/program practices. The committee shall meet at the call of either the Director or the committee at a mutually agreeable time, which will not interfere with classes or after schoolwork with students. Meetings shall be scheduled as needed and shall be preceded by a written description of the purpose for same, at least one (1) week prior to the scheduled meeting, in order that an agenda can be prepared.
- B. The Association's representatives may meet with the Superintendent periodically during the school year to discuss current school problems and practices and the administration of this agreement.

ARTICLE XIV

CLASSROOM FURNISHINGS

- A. The Commission shall provide each classroom teacher with a desk, a chair, a lockable unit, and, if requested, a file cabinet.
- B. The Nonpublic Services Teachers will be provided with a suitable workstation.
- C. The Commission shall provide each Teacher Assistant with a lockable unit for personal possessions. Each Teacher Assistant shall be responsible for providing his or her own lock.
- D. A committee consisting of three (3) WEA representatives and the Superintendent (or designee) and two other representatives selected by the Superintendent will be established to identify issues with technological equipment, to prioritize the need to address those issues and collaboratively determine the schedule to address

those issues. The parties may mutually agree to modify the number of representatives on this committee.

ARTICLE XV

EMPLOYEE FACILITIES

- A. The Commission agrees to maintain a Faculty Room in all locations where space exists. These rooms shall be reserved for the exclusive use of staff members.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

- A. Classroom teachers and Nonpublic Teachers who successfully complete a course for graduate credit shall be reimbursed by the Commission for tuition expenses at the rate of sixty (60) percent of the Rutgers University per credit rate, provided the course taken has the prior approval of the Superintendent, and is within the teacher's area of specialization, or will provide benefit to the Commission, or if the teacher is in a matriculated program. A review committee for tuition reimbursement shall be formed. WEA representatives will meet with the Superintendent in May and as needed to determine the allocation of funds. This committee shall be formed newly each year at the discretion of the Superintendent and the WEA President. The committee shall be comprised of three (3) designees of the Superintendent and three (3) WEA members. The review committee shall meet at least twice per school year, and shall evaluate the effectiveness and equity of the manner in which funds are allocated and distributed to applicants seeking tuition reimbursement.
- B. Classroom teachers and Nonpublic Teachers in non-matriculating programs will submit courses prior to registration. In matriculated courses, teachers will notify the Superintendent immediately following registration.
- C. No classroom, nonpublic teacher, Teacher Assistant or school safety and security monitor shall receive reimbursement for more than three (3) credits per semester, or a total of six (6) credits for the summer, fall and spring semesters within any one (1) school year. Reimbursement will be provided only for grades of B or better. Should funds be available at the end of the school year, said funds shall be equally distributed among those applicants who were not reimbursed for the full cost of their tuition. Reimbursement for credit hours to classroom, Nonpublic Teachers, Teacher Assistants, school safety and security monitors beyond six (6) credits is based on available funds beyond the six (6) credits with reimbursement not to exceed a twelve (12) credit maximum in one year.

Tuition reimbursement will only be provided for courses that appear on the transcript of a regionally accredited institution of higher education as identified on the New Jersey Department of Education website.

- D. Reimbursement for successful completion of courses shall be made within thirty (30) days following submission of an official transcript.

The Board shall provide the following amounts per year for tuition reimbursement:

Classroom Teachers:

2023-2028 - \$17,000

Nonpublic Teachers:

2023-2028 - \$5,000

RBTs, Teacher Assistants, and School Safety and Security Monitors:

2023-2028 \$7,500

The parties agree that they can discuss the transfer of money from the tuition budget to the workshop budget and vice versa if the need arises during the year.

- E. Classroom teachers may request reimbursement for registration fees and travel expenses for conventions, conferences, workshops, or institutes which have been approved in advance by the Superintendent, and the Board agrees to provide an annual workshop budget as follows:

2023-2028 - \$8,000

- F. Nonpublic Teachers may request reimbursement for registration fees and travel expenses for conventions, conferences, workshops or institutes which have been approved in advance by the Superintendent, and the Board agrees to provide an annual workshop budget as follows:

2023-2028 - \$4,000

With respect to the workshop budgets set forth in paragraphs E and F, the Board shall pay for any approved workshops as follows:

Workshops costing \$100.00 or less - 100% of cost

Workshops costing \$100.00 to \$200.00 - 80% of cost above \$100.00 plus above entitlement.

Workshops costing \$200.00 and above - 60% of cost above \$200.00, plus above entitlement.

Example: Workshop cost =	\$300.00
\$100.00 @ 100% =	\$100.00
\$100.00 @ 80% =	\$ 80.00
\$100.00 @ 60% =	\$ 60.00
Total	\$240.00

G. Mentoring

1. Mentors for the provisional teachers program and mentors for novice special education teachers shall be paid a stipend \$550.00 per year. Mentors for the alternate route program shall be paid a stipend of \$450.00 for the first 20 days of mentoring and \$550.00 for the remainder of the year. If one person performs both parts of the mentoring assignment they shall receive \$1000.00 for the year. Payment by the teacher to the mentor will occur through payroll deduction at the completion of the mentoring period.
 2. All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. The postings shall include qualifications for the position.
 3. No teacher shall serve as a mentor to more than one (1) provisional/alternate route teacher simultaneously unless the mentor and both teachers agree. An additional stipend shall be paid for each mentoring assignment.
- H. Employees who do in-service training for staff shall receive one (1) hour of paid preparation at the \$ 33.00 per hour rate for every four (4) hours of training.
- I. Teacher Assistants who apply for a substitute certificate shall get reimbursed by the district for the cost of the substitute certificate at the prevailing rate, as set by the NJDOE.

ARTICLE XVII

REIMBURSEMENT FOR EMPLOYEES

A. Mileage

Employees who are assigned to more than one instructional site during a workday, and use their personal motor vehicle for transportation to said site, shall receive reimbursement according to State Mandated Travel Guidelines which will be adjusted according to State regulations. Said reimbursement shall be made by the Commission to the employee in conjunction with the monthly list of bills and upon submission of a voucher to the Commission.

B. PERSONAL PROPERTY DAMAGE

The Commission shall reimburse employees for the cost of any clothing or any personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his or her duties within the scope of his or her employment. For the purposes of this paragraph, it is understood that personal property shall not include the employee's car, nor shall it include currency or credit cards removed from an employee's wallet or pocketbooks.

ARTICLE XVIII

UNUSED SICK LEAVE

A. In accordance with provisions set forth in N.J.S.A. 18A:30-3.6, except for instances of cause, the employee will be given a lump sum payment for unused sick days subject to the following limitations:

1. For teachers the sum of \$50.00 per day shall be paid for the first one hundred (100) days accumulated, and \$60.00 per day for the next one hundred-twenty-five (125) days accumulated.
2. For RBTs and Teacher Assistants, the sum of \$35.00 per day shall be paid for the first one hundred (100) days accumulated; \$40.00 per day for the next one hundred-twenty-five (125) days accumulated.
3. No payment shall be made pursuant to subparagraph "1" unless the employee shall have completed a minimum of ten (10) years of service with the Commission.
4. Unrestricted accumulation of unused sick days shall commence July 1, 1981. Accumulation of unused sick days resulting from prior service shall be limited to five (5) unused sick days per year of service.
5. The estate of any employee who dies while in the employ of the Commission shall also be eligible to receive the above compensation.

ARTICLE XIX

SALARY PROVISIONS

A. Salaries

1. Classroom Teacher Salaries
 - a. Salary for classroom teachers shall be increased by 3.3% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
Salary for classroom teachers shall be increased by 3.3% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of

increment.

Salary for classroom teachers shall be increased by 3.3% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.

Salary for classroom teachers shall be increased by 3.2% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.

Salary for classroom teachers shall be increased by 3.0% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.

- b. A \$2,000 pensionable stipend will be added to the Classroom Teacher's MA+30 salary when a Doctorate degree is obtained, for all 5 years of the agreement.
- c. The salaries are set forth on the salary guides attached hereto.

2. Nonpublic Teacher Services

- a. Salary for nonpublic teachers shall be increased by 3.3% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
Salary for nonpublic teachers shall be increased by 3.3% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
Salary for nonpublic teachers shall be increased by 3.3% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
Salary for nonpublic teachers shall be increased by 3.2% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
Salary for nonpublic teachers shall be increased by 3.0% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- b. The salary guides shall provide that a payment will be made of \$1,000.00 per year in addition to the salary for each nonpublic teacher holding a Masters Degree + 30.
- c. A \$2,000 pensionable stipend will be added to Nonpublic Teacher's MA+30 salary when a Doctorate degree is obtained, for all 5 years of the agreement.
- d. The salaries are set forth on the salary guides attached hereto.

3. Teacher Assistant Salaries

- a. Salary for teacher assistant shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment retroactive to 07/01/2023.
Salary for teacher assistant shall be increased by 3.4% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
Salary for teacher assistant shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
Salary for teacher assistant shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
Salary for teacher assistant shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- b. The salaries are set forth on the salary guides attached hereto.

4. School Safety and Security Monitor

- a. Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/2023.
Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2024-2025 over the 2023-2024 cost base, inclusive of increment.
Salary for Safety and Security Monitors shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
Salary for Safety and Security Monitors shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
Salary for Safety and Security Monitors shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- b. The salaries are set forth on the salary guides attached hereto.

5. Registered Behavior Technicians

- a. Registered Behavior Technicians shall be increased by 3.4% for the school year 2023-2024 over the 2022-2023 cost base, inclusive of increment, retroactive to 07/01/23.
Registered Behavior Technicians shall be increased by 3.4% for the school year 2024-2025 over the 2023-2022 cost base, inclusive of increment.
Registered Behavior Technicians shall be increased by 3.4% for the school year 2025-2026 over the 2024-2025 cost base, inclusive of increment.
Registered Behavior Technicians shall be increased by 3.3% for the school year 2026-2027 over the 2025-2026 cost base, inclusive of increment.
Registered Behavior Technicians shall be increased by 3.1% for the school year 2027-2028 over the 2026-2027 cost base, inclusive of increment.
- b. The salaries are set forth on the salary guides attached hereto.

- B. Nonpublic Services Teachers who serve as van drivers shall receive an additional \$2,000.00 for said responsibility.
- C. Certified teaching staff are eligible for salary guide adjustment upon successful completion of graduate course work and/or advanced degrees approved by the Superintendent prior to course enrollment pursuant to the requirements of N.J.S.A. 18A:6-8.5.

In the event that a teaching staff member requests consideration of graduate course work completed prior to employment in the Commission or prior to attainment of an advanced degree, the staff member shall submit written request accompanied by an official transcript to the Superintendent for approval. Consideration for salary guide adjustment will be provided only for graduate courses and/or advanced degrees completed at an accredited institution of higher education and directly related to the employee's current or future job responsibilities.

Salary adjustment for additional graduate degrees and credit shall go into effect on September 1 for graduate degrees and/or credits verified prior to the September Commission meeting and on March 1 for graduate degrees and/or credits verified prior to the March meeting of the Commission.

- D. Each Teacher Assistant shall be placed on the appropriate step and level of the salary guide according to the number of years experience in the District. In the event any employee is employed by the Commission, and assumes duties after February 1 of the school year, that employee shall remain on the same step of the salary guide throughout the entire subsequent school year, and shall receive no

credit for the partial year's service insofar as level of salary shall be concerned.

- E. Employees shall be paid their annual salary in twenty (20) equal installments on the fifteenth and last day of each month. When the fifteenth or last day of each month falls on a day which employees are not required to work, employees shall receive their paychecks on the last previous working day. Twelve-month employees shall be paid as set forth above, but in twenty-four (24) equal installments.
- F. Upon return from an approved leave of absence, an employee shall be placed on the salary guide at the level he/she would have achieved if he/she had not been absent, except in the case of extended leaves granted in excess of ninety-one (91) days or more in any one year in which case there will be no advancement on the salary guide.
- G. Ten-month employees may elect to participate in a summer payment plan designed in accordance with N.J.S.A. 18A:29-3. Employees electing such option will be paid from the summer savings plan in four (4) equal installments on the fifteenth and last days of the months of July and August based on their total contribution of ten (10%) percent of their gross semi-monthly salary from September 1 through June 30. Checks will be mailed to the employee's current address.

Any employee electing to participate in the summer payment plan must submit a summer payment plan agreement to the Commission's business office upon employment or prior to September 1st of the year in which they desire enrollment to be initiated.

Employees desiring to withdraw from the summer payment plan must notify the Commission's Business Office, in writing, prior to August 31st preceding the first payroll period when the first deduction would otherwise be made. Employees may not withdraw from the summer payment plan until the end of any school year.

- H. RBTs, Teacher Assistants and School Safety and Security Monitors who possess a degree shall receive a stipend as part of their annual salary as set forth below. Salary adjustments for additional degrees shall go into effect on September 1st for degrees verified prior to the September Commission meeting, and on March 1st for degrees verified prior to the March meeting of the Commission.
 - 1. Associate Degree - \$350.00;
 - 2. Bachelor Degree - \$750.00;
- I. Teacher Assistants who were hired prior to June 30, 2009 and passed the ParaPro assessment prior to that date will continue to receive an annual stipend of \$300.00.

- J. Employees who are assigned to the following positions will receive the associated stipend-
- a. Media liaison- \$1000 per school year
 - b. Safety Care Coordinator- \$35000
 - c. Nurse Coordinator - \$2000 per school year
 - d. Coordinator of Educational Services for Partial Hospitalization Program \$7000
- K. Any employee assigned to the management and creation of a yearbook in any high school program will receive a \$500 stipend pending administrative approval.

ARTICLE XX

ASSOCIATION RIGHTS AND PRIVILEGES

A. Public Information

The Commission agrees to furnish the Association in response to reasonable requests from time to time all available public information, as well as the names and building assignments of unit members.

B. Release Time for Meeting

Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, he or she shall suffer no loss in pay or benefits.

C. Use of School Buildings

The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Building Principal/Director shall be required. Such permission shall not be withheld unreasonably.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. Permission of the Building Principal/Director shall be required. Such permission shall not be withheld unreasonably.

F. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted to the extent permissible under applicable statute.

G. Association Announcements at Meetings

An Association representative shall have the right to make announcements pertaining to Association business at the conclusion of meetings called by the Commission or its agents. The Association shall give prior notification of its intent to make such announcements to the administrator conducting the meeting.

H. The Superintendent shall approve one (1) day release time each year for the Association President to conduct out of district Association business.

I. All employees, holding appropriate certification, and who have at least 10 years of service, shall be afforded an interview unless specifically given the reasons in writing why an interview is not appropriate.

J. The WEA president will be granted three (3) days to travel to other schools/programs. These days will be mutually agreed upon between the WEA president and the superintendent.

ARTICLE XXI

REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

B. Procedure

1. Notification

Prior to November 1 of each year, the Association will submit to the Commission a list of those employees who have neither become members of the Association for the current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Commission will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount to be deducted to the Association.

2. Payroll Deduction Schedule

The Commission will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

- (a) ten (10) days after receipt of the aforesaid list by Commission.
- (b) thirty (30) days after the employee begins his or her employment in a bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his or her employment with the Commission before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Commission will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Commission in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Commission receives said notice.

ARTICLE XXII

SEVERANCE

- A. In the first year of employment a Teacher Assistant may be discharged without recourse to the Grievance or Arbitration procedure, with or without cause. After the first year of employment, which is considered a probationary period, the Commission will not arbitrarily or capriciously dismiss, reduce in rank or withhold an increment of a Teacher Assistant.
- B. Other factors being relatively equal, such as performance, attendance and management skills in dealing with a particular degree of severity of handicapped students, layoffs shall be by seniority. If seniority is equal, the factors shall be decisive. In cases of reduction in force, non-certified staff with fifteen (15) or more years of seniority, who are in compliance with the Commission benchmark for attendance, shall be subject to layoff by seniority. The new requirement of sixty (60) credits will not be used as a factor in determining layoffs.

ARTICLE XXIII

TRANSFERS

- A. Inter-Building/Program - Voluntary Transfers
 - 1. On or after May 15th of each school year, the Association may request and the Superintendent shall deliver a list of all known vacancies which shall occur during the following year.
 - 2. Teachers who desire a change in position, program, or who desire a transfer to another school building may file a written statement with the Superintendent not later than April 1. Such statement shall include the program, position, and/or school to which the teacher desires to be assigned and shall state the reasons for requesting the transfer as well as their qualifications.
 - 3. As soon as practicable, the Superintendent shall notify the applicants and send notice to the Association of all teachers who have been transferred or reassigned.
- B. Inter-Building/Program - Involuntary Transfers
 - 1. Involuntary transfers may be required because of organizational and/or student needs. Notice of involuntary transfer or reassignment shall be given to the teacher as soon as practicable.
 - 2. In the case of an involuntary transfer, the Superintendent shall meet with the involved teacher and shall inform him/her of the transfer and of

available positions to which he/she may be transferred or reassigned and shall give consideration to his/her choice among them.

3. Prior to any involuntary transfer, which occurs during the school year, the Commission shall seek volunteers. It is understood that the Commission retains the right by statute to select the individual it believes is best suited for any available position.
4. Any teacher who is involuntarily transferred after August 25th shall be provided with two (2) days of release time to move belongings and prepare for the new assignment. Custodial assistance will be provided to any teacher who is involuntarily transferred.
5. Superintendent will notify the members and send notice to the Association of all employees that have been involuntarily reassigned.

C. Intra-Building Reassignments

1. Initial assignment for any school year within a program or school which falls within an individual's area of certification is at the discretion of the Commission.

ARTICLE XXIV

DURATION OF AGREEMENT

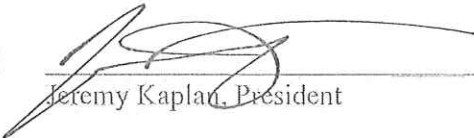
- A. This agreement shall remain in effect five (5) years from July 1, 2023 until June 30, 2028.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries this

2nd day of August, 2023.

WESTLAKE EDUCATION ASSOCIATION

By: _____


Jeremy Kaplan, President

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

By: _____


Lorraine J. Arlonis, President

AA: B

YEAR 1

2023-24 UCESC Westlake - Teachers

Salary Guide

Step	BA	MA	MA+30
1	59,833	63,063	66,293
2	60,333	63,563	66,793
3	61,333	64,563	67,793
4	62,333	65,563	68,793
5-7	63,333	66,563	69,793
8	64,633	67,863	71,093
9	65,883	69,113	72,343
10	67,783	71,013	74,243
11	69,683	72,913	76,143
12	71,583	74,813	78,043
13	74,083	77,313	80,543
14	77,083	80,313	83,543
15	80,083	83,313	86,543
16	83,383	86,613	89,843
17	87,883	91,113	94,343
18	95,883	99,113	102,343

YEAR 2

2024-25 UCESC Westlake - Teachers

Salary Guide Step	BA	MA	MA+30
1	60,548	63,778	67,008
2	61,048	64,278	67,508
3	62,048	65,278	68,508
4	63,048	66,278	69,508
5	64,048	67,278	70,508
6-8	65,298	68,528	71,758
9	66,548	69,778	73,008
10	68,398	71,628	74,858
11	70,248	73,478	76,708
12	72,123	75,353	78,583
13	74,623	77,853	81,083
14	77,623	80,853	84,083
15	80,623	83,853	87,083
16	83,923	87,153	90,383
17	88,423	91,653	94,883
18	96,423	99,653	102,883

YEAR 3

2025-26 UCESC Westlake - Teachers

Salary Guide Step	BA	MIA	MA+30
1	61,260	64,490	67,720
2	61,760	64,990	68,220
3	62,760	65,990	69,220
4	63,760	66,990	70,220
5	64,760	67,990	71,220
6	66,010	69,240	72,470
7-9	67,260	70,490	73,720
10	69,110	72,340	75,570
11	70,960	74,190	77,420
12	72,835	76,065	79,295
13	75,236	78,466	81,696
14	78,236	81,466	84,696
15	81,236	84,466	87,696
16	84,536	87,766	90,996
17	89,036	92,266	95,496
18	97,036	100,266	103,496

Year 4
 2026-27 UCESC Westlake - Teachers

Salary Guide Step	BA	MA	MA+30
1	62,345	65,575	68,805
2	62,845	66,075	69,305
3	63,845	67,075	70,305
4	64,845	68,075	71,305
5	65,845	69,075	72,305
6	67,095	70,325	73,555
7	68,345	71,575	74,805
8-10	70,170	73,400	76,630
11	71,995	75,225	78,455
12	73,820	77,050	80,280
13	76,220	79,450	82,680
14	79,120	82,350	85,580
15	82,080	85,310	88,540
16	85,380	88,610	91,840
17	90,050	93,280	96,510
18	98,050	101,280	104,510

Year 5
2027-28 UCESC Westlake - Teachers

Salary Guide Step	BA	MA	MA+30
1	62,985	66,215	69,445
2	63,985	67,215	70,445
3	64,985	68,215	71,445
4	65,985	69,215	72,445
5	66,985	70,215	73,445
6	67,985	71,215	74,445
7	69,235	72,465	75,695
8	71,060	74,290	77,520
9-11	72,885	76,115	79,345
12	74,710	77,940	81,170
13	77,110	80,340	83,570
14	80,010	83,240	86,470
15	82,970	86,200	89,430
16	86,270	89,500	92,730
17	91,070	94,300	97,530
18	99,070	102,300	105,530

YEAR 1**2023-24 UCESC Westlake - Teacher Assistants****Salary Guide**

Step	TAs
1	20,107
2-9	20,607
10	21,107
11	21,607
12	22,107
13	22,607
14	23,607
15	24,607
15A	25,407
16	26,207
16A	27,007
17	27,807
18	28,607
19	29,407

YEAR 2**2024-25 UCESC Westlake - Teacher Assistants****Salary Guide****Step****TAs**

1-2	20,844
3-10	21,394
11	21,944
12	22,494
13	23,044
14	23,869
15	24,719
15A	25,569
16	26,419
16A	27,269
17	28,119
18	28,969
19	29,819

YEAR 3**2025-26 UCESC Westlake - Teacher Assistants****Salary Guide**

Step	TAs
1-3	21,702
4-11	22,252
12	22,802
13	23,352
14	24,157
15	25,007
15A	25,857
16	26,707
16A	27,557
17	28,432
18	29,332
19	30,232

Year 4
2026-27 UCESC Westlake - Teacher Assistants

Salary Guide Step	TAs
1-4	22,523
5-12	23,073
13	23,623
14	24,428
15	25,278
15A	26,128
16	27,028
16A	27,928
17	28,828
18	29,728
19	30,628

Year 5
2027-28 UCESC Westlake - Teacher Assistants

Salary Guide
Step

TAs

1-5	23,244
6-13	23,794
14	24,594
15	25,494
15A	26,394
16	27,294
16A	28,219
17	29,144
18	30,069
19	30,994

YEAR 1
2023-24 UCESC Westlake - NP Teachers

Salary Guide Step	BA	MA
1-2	54,664	57,894
3	55,414	58,644
4	56,164	59,394
5	56,914	60,144
6	57,664	60,894
7	58,414	61,644
8	59,164	62,394
9	60,139	63,369
10	61,139	64,369
11	62,139	65,369
12	63,139	66,369
13	64,439	67,669
14	65,739	68,969
15	71,739	74,969

YEAR 2
2024-25 UCESC Westlake - NP Teachers

Salary Guide Step	BA	MA
1	55,956	59,186
2-3	56,706	59,936
4	57,456	60,686
5	58,206	61,436
6	58,956	62,186
7	59,956	63,186
8	60,956	64,186
9	62,156	65,386
10	63,356	66,586
11	64,556	67,786
12	65,756	68,986
13	67,056	70,286
14	68,356	71,586
15	72,756	75,986

YEAR 3
2025-26 UCESC Westlake - NP Teachers

Salary Guide Step	BA	MA
1-2	57,908	61,138
3-4	58,658	61,888
5	59,408	62,638
6	60,158	63,388
7	61,358	64,588
8	62,558	65,788
9	63,758	66,988
10	64,958	68,188
11	66,158	69,388
12	67,358	70,588
13	68,658	71,888
14	69,958	73,188
15	73,783	77,013

Year 4
 2026-27 UCESC Westlake - NP Teachers

Salary Guide Step	BA	MA
1	59,314	62,544
2-3	60,064	63,294
4-5	60,814	64,044
6	61,564	64,794
7	62,764	65,994
8	63,964	67,194
9	65,164	68,394
10	66,364	69,594
11	67,564	70,794
12	68,764	71,994
13	70,064	73,294
14	71,364	74,594
15	74,789	78,019

Year 5
 2027-28 UCESC Westlake - NP Teachers

Salary Guide Step	BA	MA
1-2	61,376	64,606
3-4	62,126	65,356
5-6	62,876	66,106
7	64,076	67,306
8	65,276	68,506
9	66,476	69,706
10	67,676	70,906
11	68,876	72,106
12	70,076	73,306
13	71,376	74,606
14	72,676	75,906
15	75,786	79,016

YEAR 1

2023-24 UCESC Westlake - RBT

Salary Guide

Step	RBT
1	26,783
2	27,308
3	27,833
4	28,658
5	29,483
6	30,308
7	31,133
8	31,958
9	32,783
10	33,608
11	34,433
12	35,258

YEAR 2

2024-25 UCESC Westlake - RBT

Salary Guide

Step RBT

1-2	27,826
3	28,351
4	28,876
5	29,701
6	30,526
7	31,351
8	32,176
9	33,001
10	33,826
11	34,651
12	35,476

YEAR 3

2025-26 UCESC Westlake - RBT

Salary Guide

Step RBT

1	28,379
2-3	28,904
4	29,429
5	29,954
6	30,779
7	31,604
8	32,429
9	33,254
10	34,079
11	34,904
12	35,729

Year 4

2026-27 UCESC Westlake - RBT

Salary Guide

Step RBT

1-2	29,461
3-4	29,986
5	30,511
6	31,036
7	31,861
8	32,686
9	33,511
10	34,336
11	35,161
12	35,986

Year 5

2027-28 UCESC Westlake - RBT

Salary Guide

Step RBT

1	29,686
2-3	30,211
4-5	30,736
6	31,261
7	32,086
8	32,911
9	33,736
10	34,561
11	35,386
12	36,211

YEAR 1
2023-24 UCESC Westlake - Security

Salary Guide Step	Security
1	29,685
2	30,407
3	31,129
4	31,851
5	32,573
6	33,295
7	34,347

YEAR 2
2024-25 UCESC Westlake - Security

Salary Guide

Step	Security
1	30,251
2	30,973
3	31,695
4	32,417
5	33,139
6	33,861
7	34,913

YEAR 3
2025-26 UCESC Westlake - Security

Salary Guide	
Step	Security
1	31,277
2	31,999
3	32,721
4	33,443
5	34,165
6	34,887
7	35,939

Year 4
2026-27 UCESC Westlake - Security

Salary Guide	
Step	Security
1	32,307
2	33,029
3	33,751
4	34,473
5	35,195
6	35,917
7	36,969

Year 5
2027-28 UCESC Westlake - Security

Salary Guide	
Step	Security
1	33,236
2	33,958
3	34,680
4	35,402
5	36,124
6	36,846
7	37,898