

## **PREAMBLE**

This Agreement signed this 17th day of June, 2002, by and between the Board of Education of Edison Township, Edison, New Jersey, hereinafter called the "**Board**" and the Edison Township Education Association, hereinafter called the "**Association**".

## **WITNESSETH:**

**WHEREAS**, the Board has an obligation, pursuant to N.J.S.A. 34:13A-1 et. seq., to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **A. Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for full-time, and part-time non-certificated employees, whether under contract, on leave, or employed by the Board, including attendance investigators, library aides, library assistants, paraprofessionals, instructional aides, administrative secretaries, school secretaries, security officers, registered nurses, licensed practical nurses, and excluding all other employees.

#### **B. Definition of Employee**

1. Unless otherwise indicated, the term "**employee**" when used hereinafter in this Agreement, shall refer to all non-certificated employees represented by the Association in the negotiating unit as above defined.
2. When a reference is made to a specific classification of employee (example: security officer) the reference shall apply exclusively to that classification of employee.
3. Administrative Secretaries are all secretarial and clerical personnel in the Central Office, Adult Education, Enrollment Center, Maintenance and Transportation, with the exception of one (1) Class III secretary in Enrollment, one (1) Class III secretary in Transportation, one (1) Class III secretary in Maintenance, and one (1) Class III secretary in Special Services.

## **ARTICLE II**

### **NEGOTIATIONS OF SUCCESSOR AGREEMENT**

#### **A. Legal Authority**

The parties agree to enter into collective negotiations over a successor agreement in accordance with **N.J.S.A. 34:13A-1 et. seq.**, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin in accordance with the rules of the **Public Employment Relations Commission (PERC)**. Any tentative agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and Association negotiating teams, and be submitted for ratification to the Board and the Association membership.

#### **B. Exchange of Information**

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available for inspection by the Association by November 30, salary guides, scattergrams, a health insurance profile, and other pertinent records.

#### **C. Representation**

Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

#### **D. Modification of Agreement**

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration of and/or amending this Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other at least three (3) days prior to the meeting an agenda covering matters it wishes to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

**E. Maintenance of Benefits**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be applicable during the term of this Agreement.

**ARTICLE III**

**BOARD POLICIES**

**A. Implementation**

This article concerns the implementation of policies, not the policies themselves.

**B. Review and Enforcement**

1. All Board of Education policies will be upheld and enforced by all Board employees who are party to this Agreement, as well as by all Administrators/Principals/Supervisors.
2. All Board of Education Policies will be available for review in the office of the Principal and the school library.
3. All Board of Education Policies will be available for review at a site conveniently accessible to Central Office Administrative Secretaries.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim by an employee (or a group of employees similarly situated, or the Association) that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting him or her.

**B. Purpose**

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise affecting the welfare, or terms and conditions of employment, of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### **C. Procedure**

1. Since it is important that a grievance be processed as rapidly as possible, 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 may, however, be extended by mutual written agreement.
2. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year. If this process is not possible, language cited in C.1 is placed in effect.
3. Level I
  - a. The individual, who has a concern/problem that is based on contractual language, BOE policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved to discuss the matter. The grievant may choose to have the Association's designated representative discuss the grievance in question.
  - b. The attendance of an Association Representative should be considered if the problem may involve more people than the individual involved; if the matter is disciplinary in nature; if it involves an observation, or evaluations, or if it involves working conditions for a group of people. In such matters, it is advisable to have an Association Representative in attendance for advice and guidance as to the Association's viewpoint.
  - c. A Level I conference is meant to be informal in nature. The problem/concern should be clearly presented, and solutions or suggestions to address the concern may be offered by the individual. Every effort should be made to consider all reasonable solutions put forth, and to resolve the matter at this level. The Association Representative, however, is charged with representing the views of the Association with regard to any resolution to the matter.
  - d. If the problem/concern is not resolved satisfactorily through an informal discussion, then the grievant should move to Level II procedures, and file a formal written grievance with the principal, or immediate supervisor, through the Association Representative. The Association Representative must fill out an Initial Complaint Form and send that completed form to the ETEA office in order to formally initiate the Level II procedure. The grievance must then be presented, in writing, within thirty (30) calendar days to the Professional Rights and Responsibilities (PR&R) Committee. At the same time, the

disposition of the unresolved grievance at Level I shall be submitted in writing to the Committee.

#### 4. Level II

- a. Upon receipt of the written grievance, a conference will be held between the principal/supervisor, the grievant and the Association Representative in an effort to address the grievant's concerns. The response of the principal/supervisor will be communicated in writing to the grievant and Association Representative within ten (10) calendar days after the conference has been held.
- b. If a resolution to the grievance fails, then the grievant and the Professional Rights and Responsibilities (PR&R) Committee will be presented a copy of the principal/supervisor response within thirty (30) calendar days of the decision.

#### 5. Level III

Within ten (10) school days after receiving the written grievance, the PR&R Committee shall refer it to the Superintendent of Schools. The Superintendent, or her/his designee, will confer with the President and/or Grievance/PR&R Chairperson of the ETEA, and, if deemed necessary, the grievant(s). A decision, in writing, shall be delivered within ten (10) school days to the grievant(s) and the ETEA office.

#### 6. Level IV

- a. If the PR&R committee is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person and/or the PR&R Committee and/or an official designee(s) of the ETEA shall refer the grievance to the Board of Education within ten (10) school days. The Board shall render its decision, in writing and with reasons, within fifteen (15) school days from receipt of the grievance, or if a hearing is held, from the date of the hearing. The Board's decision shall be delivered to the grievant(s), the ETEA office, and the Superintendent of Schools.
- b. If requested by the ETEA, an opportunity to present any, or all, Level IV grievances shall be availed the ETEA President, and/or the ETEA Grievance Chairperson.

#### 7. Level V - Arbitration

- a. If the grievance has not been resolved within thirty (30) calendar days after such written notice to the Board, a request for a list of arbitrators may be made to the American Arbitration Association by the Association. The parties shall then be bound by the rules and procedures of the AAA.

- b. The arbitrator so selected shall confer with the representatives of the Board and PR&R Committee, hold hearings promptly, and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then, from the date of final statements and proofs of issues that are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion 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 which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.
- d. The costs of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of hearings shall be borne equally by the Board and the Association.

#### 8. Communications

Within ten (10) school days after the final resolution, whether at Level III, IV, or V, the final resolution shall be communicated in writing to all appropriate administrative and supervisory personnel.

#### ***D. Rights of Employees to Representation***

1. Any party in interest may be represented at all stages of the grievance procedure by himself or herself or, at his/her option, by a representative elected, or approved, by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, or by any member of the administration, against any party in interest, any building representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

#### ***E. Miscellaneous***

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees in more than one building, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level II. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels II, III, and IV shall be communicated in writing, on forms previously adopted (see Art. IV,E.5), and any denial shall specify the

reason/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the ETEA, Attn: P.R. and R. Committee. The Superintendent shall inform all administrative staff of any decision rendered, and the Association shall inform all Association Representatives.

3. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.
4. Any employee in the Edison Township School System, or any other person under the supervision or control of the Edison Township Board of Education, if required by the Association and the Board, shall be made available for appearance at any arbitration or grievance hearing as requested by the Association or the Board without any loss of pay while attending such hearings.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## **ARTICLE V**

### **EMPLOYEE AND BOARD RIGHTS**

#### **A. Rights and Protection in Representation**

Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly, or indirectly, discourage, or deprive, or coerce any employee in its employment of any rights conferred by N.J.S.A. 34:13A-1 et. seq., or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

#### **B. Just Cause Provision**

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
2. It is expected that all parties will exhibit professional behavior at all times.

3. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location, such as the Administrator's office, or any other location affording privacy of communication.

**C. *Required Meetings or Hearings***

Whenever any employee is required to appear before the Superintendent, Board, or any committee, or member 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/she may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her, and represent him/her during such meeting or interview if he/she so desires.

**D. *Responsibility and Authority of the Board***

Except as otherwise provided in this Agreement and under the provisions of **N.J.S.A. 34:13A-1 et. seq.**, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of this school district to the extent authorized by law.

**ARTICLE VI**

**ASSOCIATION RIGHTS AND PRIVILEGES**

**A. *Information***

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that is a matter of public record.

**B. *Released Time for Meetings***

When any representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance, proceedings, conferences or meetings, he/she will suffer no loss in pay. The parties may mutually agree to meet at other times.

**C. *School Visitations by Association Representatives***

Representatives of the Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times with the approval of the principal and/or Superintendent, provided that this shall not interfere with or interrupt normal school operations.

***D. Use of School Buildings***

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal.

***E. Use of School Equipment***

The Association shall have the right to use school facilities and equipment at such 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.

***F. Bulletin Boards***

The Association shall have in each school building exclusive use of a bulletin board in each lounge and employee's dining room. The Association will also be assigned adequate space, if available, on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

***G. Mail Facilities and Mailboxes***

The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.

***H. Leave for Association President***

The President shall be granted leave(s) of absence during his/her term of office as president. The rate of pay for the presidential leave(s) shall be mutually established for each contract year and shall be based on a twelve (12) month work year. Upon returning to full-time employment, full credit for each year of the leave of absence will be granted for seniority and salary guide placement purposes. All other benefits granted to full-time employees shall be granted to the Association President during such leave(s) of absence.

***I. Exclusive Rights***

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

***ARTICLE VII***

***EMPLOYMENT***

**A.** The following language is common to more than one (1) unit in the Non-Certificated contract. Units will be identified where appropriate.

1. Tenure -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Registered Nurses, and Licensed Practical Nurses.

Effective September 1, 1999 tenure shall be acquired after employment in the district for: (a) three (3) consecutive calendar years; or (b) three (3) consecutive academic years together with employment at the beginning of the next succeeding academic year; or (c) the equivalent of more than three (3) academic years within a period of any four (4) consecutive academic years. Employees currently serving in these positions as of September 1, 1999, who have completed one (1) of the above requirements, shall be deemed to have tenure. Current employees with less than the required district service shall acquire tenure after having reached the above threshold, with accrued time served in the district counted toward that acquisition. Employees hired after September 1, 1999 shall begin computing seniority toward tenure acquisition from their first day of employment.

2. Probationary Period -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Registered Nurses, and Licensed Practical Nurses.

The above named personnel shall be hired on a ninety (90) calendar day probationary period. During the probationary period, such employee may be discharged or suspended for any reason, with or without cause, and such discharge or suspension shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period such employee shall have access to the grievance procedure.

3. Seniority -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.

For purposes of layoff and recall, all tenured personnel cited above shall be credited with seniority equal to the amount of time employed in their current job classifications. An employee may not "bump" any employee in any other classification unless the employee has worked in that classification. When an employee has worked in more than one classification, the employee's seniority shall continue to accrue in all former classifications. **Example:** Employee A is hired as a security officer and works in this classification for four years. Employee A then becomes a secretary and remains in this position for five years. Employee A now has five years seniority as a secretary and nine years seniority as a security officer. **Note:** Instructional Aides may accrue seniority, but not tenure.

4. Employment Credit

- a. 10-month employees - Attendance Investigators, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretary II, Secretary III, Secretary III-B, Registered Nurses, and Licensed Practical Nurses:

Personnel cited above who are employed for a full work day by September 30th shall receive a full increment step in the salary guide. Personnel employed for a full work day for five (5) or more months, but not more than nine (9) months, shall receive one-half (1/2) step increment in the salary guide. Personnel employed for a full work day for less than five (5) months shall receive no increment in the salary guide.

b. 12-month employees - Security Officers, Secretary I, and Administrative Secretaries: Personnel employed for a full work day by August 31st shall receive a full increment step in the salary guide. Personnel employed for a full work day for six (6) or more months, but not more than ten (10) months, shall receive one-half (1/2) step increment in the salary guide. Personnel employed for a full work day for less than six (6) months shall receive no increment in the salary guide.

5. Resignation Notice -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.

Any non-certificated employee who is resigning is expected to give thirty (30) days' notice but may give a minimum of fifteen (15) days' notice.

6. Tuition Reimbursement -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.

The Board will pay the full cost of tuition incurred in connection with any course, workshop, training sessions or other job-related sessions an employee is required or permitted to attend by the administration. Courses eligible for consideration shall include those offered at institutions of higher education, and/or the Edison Adult School, provided such courses involve skills or knowledge related to job requirements. When an employee is required to attend a training session outside working hours, compensation for actual time in attendance shall be paid at regular straight-time rate of pay.

7. Direct Deposit -- Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.

The Board shall provide a voluntary direct deposit banking program.

**B.** The following language applies only to the unit cited.

1. Attendance Investigators and Security Officers.

a. Reimbursement for Loss of Personal Property: The Board shall reimburse attendance investigators and security officers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an attendance investigator or security officer while the

attendance investigator or security officer was acting in the discharge of his/her duties within the scope of his/her employment.

- b. Reimbursement for Mileage: Security officers shall receive the maximum mileage rate per mile permitted under the Internal Revenue Service Rules for Business Use of Automobiles.
- c. Clothing Allowance: Security Officers shall receive an annual clothing voucher of five hundred and fifty dollars (\$550.00) for 2002-2003, six hundred dollars (\$600.00) for 2003-2004, and six hundred dollars (\$600.00) for 2004-2005. The uniform shall be determined by the Board of Education.
- d. Car Allowance: Attendance Investigators shall receive a car allowance of three hundred seventy-five dollars (\$375.00) per month or three thousand, seven hundred fifty dollars (\$3,750.00) per year. For any period of time not worked during the school year, that exceeds five consecutive work days, a per diem deduction will be made starting from the first day of absence.
- e. Stipend - Head Attendance Investigator: The Head Attendance Investigator shall receive a stipend of eight hundred fifty dollars (\$850.00) per year.
- f. Stipend - Head Security Officer: The stipend for each Head Security Officer shall be two thousand dollars (\$2,000.00) per year.
- g. Night Differential: Security Officers shall receive a night differential of thirty cents (\$.30) per hour for any shift beginning at 3:00 PM or later.
- h. Salary Guides:

**ATTENDANCE INVESTIGATORS**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	25,590	26,102	26,624
1.5	26,167	26,690	27,224
2	26,743	27,278	27,824
2.5	27,417	27,965	28,524
3	28,090	28,652	29,225
3.5	28,934	29,513	30,103
4	29,779	30,375	30,983
4.5	32,278	32,924	33,582
5	34,776	35,472	36,181
10 YRS	35,617	36,329	37,056
15 YRS	36,460	37,189	37,933
20 YRS	37,301	38,047	38,808

**SECURITY OFFICERS**  
**Hired Prior to 7/1/96**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	28,922	29,500	30,090
1.5	29,470	30,059	30,660
2	30,018	30,618	31,230
2.5	30,538	31,149	31,772
3	31,058	31,679	32,313
3.5	31,528	32,159	32,802
4	31,997	32,637	33,290
4.5	32,471	33,120	33,782
5	32,943	33,602	34,274
5.5	33,446	34,115	34,797
6	47,465	48,414	49,382

**LONGEVITY**

6 YRS	481	491	501
10 YRS	1,083	1,105	1,127
15 YRS	1,564	1,595	1,627
20 YRS	2,105	2,147	2,190
25 YRS	2,647	2,700	2,754

**Hired After to 7/1/96**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	28,355	28,922	29,500
1.5	29,354	29,941	30,540
2	30,351	30,958	31,577
2.5	31,350	31,977	32,617
3	32,347	32,994	33,654
3.5	33,345	34,012	34,692
4	34,342	35,029	35,730
4.5	35,341	36,048	36,769
5	36,339	37,066	37,807
5.5	37,338	38,085	38,847
6	38,338	39,105	39,887

**LONGEVITY**

6 YRS	481	491	501
10 YRS	1,083	1,105	1,127
15 YRS	1,564	1,595	1,627
20 YRS	2,105	2,147	2,190
25 YRS	2,647	2,700	2,754

2. Library Aides and Library Assistants.

a. Employment Criteria: Members assigned to the school libraries shall be designated as library assistants if the member has sixty (60) credits in library-related courses approved by the Superintendent and as library aides if the member has less than sixty (60) credits in library-related courses approved by the Superintendent.

b. Salary Guides:

**LIBRARY AIDES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	17,794	18,150	18,513
1.5	18,371	18,738	19,113
2	18,949	19,328	19,715
2.5	19,567	19,958	20,357
3	20,185	20,589	21,001
3.5	20,960	21,379	21,807
4	21,734	22,169	22,612
4.5	22,582	23,034	23,495
5	23,429	23,898	24,376
10 YRS	24,430	24,919	25,417
15 YRS	25,431	25,940	26,459
20 YRS	26,189	26,713	27,247

**LIBRARY ASSISTANTS**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	25,590	26,102	26,624
1.5	26,167	26,690	27,224
2	26,743	27,278	27,824
2.5	27,417	27,965	28,524
3	28,090	28,652	29,225
3.5	28,934	29,513	30,103
4	29,779	30,375	30,983
4.5	32,278	32,924	33,582
5	34,776	35,472	36,181
10 YRS	35,617	36,329	37,056
15 YRS	36,460	37,189	37,933
20 YRS	37,301	38,047	38,808

### 3. Paraprofessionals/Instructional Aides.

- a. Notification of Employment: The Board agrees to notify employees prior to the close of the school year as to their employment status for the succeeding school year.
- b. Assignment:
  - 1) Assignment of a paraprofessional/instructional aide to a specific school shall be confirmed no later than one (1) week prior to the start of the school year.
  - 2) Assignment of an instructional aide will be determined by district needs.
  - 3) To avoid the necessity of multiple transfers of the same paraprofessional, it shall be the general practice that, where feasible, a paraprofessional, who is returning to the district, shall be reassigned on the opening day of school to the same school to which he/she was assigned as of the closing day of the previous year, and for the same amount of time. As soon as paraprofessional needs for the new school year are firm, (usually five (5) days after school opening), paraprofessionals will be reassigned, in seniority order, to available positions. Preference of paraprofessionals who wish to remain in their previous assignment, even though the time may be reduced, will be honored, if at all feasible.
- c. Certification: Any paraprofessional employed prior to July 1, 1978, shall not be required to fulfill any additional certification requirements unless mandated by the State.
- d. Seniority: In making seniority determinations, the following procedures shall be used:
  - 1) Paraprofessionals and Instructional Aides shall be granted seniority in two (2) categories:
    - (a) Regular,
    - (b) Special Education.
  - 2) Regular seniority shall include all continuous (or RIF) time served as a paraprofessional or instructional aide in the Edison schools.
  - 3) The initial special education seniority list shall include all those paraprofessionals and instructional aides presently assigned to special education classes. These employees shall be placed on the list according to their total years of service in the Edison schools.
  - 4) In assigning paraprofessionals for each school year, regular assignments shall be based on the "regular" list and special education assignments shall be based on the "special education" list.

- 5) In making paraprofessional assignments for each school year, the member's total seniority on both lists will be considered. Unless the paraprofessional requests otherwise, he/she will be given the assignment from either list which will provide him/her with the higher percentage of employment.
  - 6) If a paraprofessional who does not have "special education" seniority requests a special education assignment, such request will be granted, provided the member's total seniority would entitle him/her to such assignment. In accepting this assignment, the member will be required to serve a probationary period of 120 calendar days. If at any time during this probationary period the building principal, in consultation with the special education supervisor, determines that the member's services are not satisfactory, he/she shall be removed from the position and shall be required to wait for further employment until a regular position is available.
- e. Mileage Allowance: When paraprofessionals/instructional aides are required to travel from one work station to another in the course of their work day, they shall be reimbursed for mileage at the maximum mileage rate per mile permitted under the Internal Revenue Service Rules for Business Use of Automobiles.

f. Salary Guide:

**PARAPROFESSIONALS**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	17,905	18,375	18,853
2	19,037	19,507	19,985
3	20,249	20,719	21,197
4	21,768	22,238	23,716
5	23,430	23,900	24,378
6	24,899	25,378	25,866
7	25,397	25,886	26,383
8	25,905	26,404	26,911
9	26,423	26,932	27,449
10	26,951	27,471	27,998
11	28,490	29,020	29,558
12	29,060	29,600	30,149
13	29,641	30,192	30,752
14	30,234	30,796	31,367
15	30,839	31,412	31,994
16	32,456	33,040	33,634
17	33,105	33,701	34,307
18	33,767	34,375	34,993
19	34,442	35,063	35,693
20	35,131	35,764	36,407

21+ Prior year salary multiplied by negotiated percentage.

**Degree Differential**

	<b><u>7/1/02 – 6/30/05</u></b>
Bachelor's Degree	1,000 each year of the contract

**INSTRUCTIONAL AIDES**  
**(Hourly Rate)**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	10.00	10.15	10.30
2	10.25	10.40	10.55
3	10.50	10.65	10.80
4	10.75	10.90	11.00
5	11.00	11.15	11.30
6	11.25	11.40	11.55
7	11.50	11.65	11.80
8	11.75	11.90	12.05
9	12.00	12.15	12.30
10	12.25	12.40	12.55

#### 4. Secretary Employment.

##### a. Secretarial Classifications:

**Administrative Secretary** Secretarial and clerical personnel in the Central Office, Adult Education, Enrollment Center, Maintenance and Transportation, with the exception of Personnel classified as Exempt, and one (1) Class III secretary in Enrollment, one (1) Class III secretary in Transportation, one (1) Class III secretary in Maintenance, and one (1) Class III secretary in Special Services.

**Class I** Secretary to principal (secondary school)

**Class II** Secretary to principal (elementary school)

**Class III** All other secretaries who are not employed for a one hundred eighty one (181) day work year.

**Class III-B** All other secretaries who are employed for a one hundred eighty one (181) day work year including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993. In addition, this section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this agreement.

##### b. Seniority:

(1) When a member transfers from administrative secretarial classification to school secretarial classification, the seniority will be credited toward the new position. For purposes of layoff and recall, all employees shall be credited with seniority equal to the amount of time employed in the Edison Township School District.

(2) Class III-B secretaries shall be a separate seniority classification for purposes of layoff and recall. This category is comprised of all secretaries who are employed for a one hundred eighty one (181) day work year, including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993.

c. Salary Guides:

**ADMINISTRATIVE SECRETARIES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	35,469	36,178	36,902
1.5	35,786	36,502	37,232
2	36,102	36,824	37,560
2.5	36,417	37,145	37,888
3	36,732	37,467	38,216
3.5	37,192	37,936	38,695
4	37,651	38,404	39,172
4.5	38,330	39,097	39,879
5	39,007	39,787	40,583
5.5	39,739	40,534	41,345
6	40,471	41,280	42,106
6.5	41,736	42,571	43,422
7	43,001	43,861	44,738
10 YRS	43,927	44,806	45,702
15 YRS	44,852	45,749	46,664
20 YRS	45,780	46,696	47,630

**STIPENDS**

	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
Secretary to Asst. Superintendent Pupil-Special Services	755	755	755
Health Benefits Coordinator	1,327	1,327	1,327

**CLASS I SECRETARIES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	31,823	32,459	33,108
1.5	32,596	33,248	33,913
2	33,368	34,035	34,716
2.5	34,032	34,713	35,407
3	34,696	35,390	36,098
3.5	35,656	36,369	37,096
4	36,615	37,347	38,094
4.5	39,156	39,939	40,738
5	41,696	42,530	43,381
10 YRS	42,537	43,388	44,256
15 YRS	43,381	44,249	45,134
20 YRS	44,222	45,106	46,008

**CLASS II SECRETARIES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	28,833	29,410	29,998
1.5	29,570	30,161	30,764
2	30,306	30,912	31,530
2.5	30,939	31,558	32,189
3	31,571	32,202	32,846
3.5	32,534	33,185	33,849
4	33,496	34,166	34,849
4.5	36,140	36,863	37,600
5	38,782	39,558	40,349
10 YRS	39,627	40,420	41,228
15 YRS	40,469	41,278	42,104
20 YRS	41,310	42,136	42,979

**CLASS III SECRETARIES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	28,128	28,691	29,265
1.5	28,762	29,337	29,924
2	29,396	29,984	30,584
2.5	30,137	30,740	31,355
3	30,877	31,495	32,125
3.5	31,806	32,442	33,091
4	32,734	33,389	34,057
4.5	35,481	36,191	36,915
5	38,227	38,992	39,772
10 YRS	39,074	39,855	40,652
15 YRS	39,920	40,718	41,532
20 YRS	40,765	41,580	42,412

**CLASS III-B SECRETARIES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	25,590	26,102	26,624
1.5	26,167	26,690	27,224
2	26,743	27,278	27,824
2.5	27,417	27,965	28,524
3	28,090	28,652	29,225
3.5	28,934	29,513	30,103
4	29,779	30,375	30,983
4.5	32,278	32,924	33,582
5	34,776	35,472	36,181
10 YRS	35,617	36,329	37,056
15 YRS	36,460	37,189	37,933
20 YRS	37,301	38,047	38,808

In addition to these salary guides, the following positions will receive additional pensionable compensation:

7/1/02 - 6/30/05

High school head secretaries	\$880.00
Middle school head secretaries	\$475.00
Elementary school head secretaries	\$425.00

5. Registered Nurses/Licensed Practical Nurses.

- a. Certification: Registered nurse certification from the State of New Jersey is required.
- b. Resignation Notice: A registered nurse or a Licensed Practical Nurse who is resigning is expected to give sixty (60) days' notice.
- c. Salary Guide.

**REGISTERED NURSES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	28,833	29,410	29,998
1.5	29,570	30,161	30,764
2	30,306	30,912	31,530
2.5	30,939	31,558	32,189
3	31,571	32,202	32,846
3.5	32,534	33,185	33,849
4	33,496	34,166	34,849
4.5	36,140	36,863	37,600
5	38,782	39,558	40,349
10 YRS	39,627	40,420	41,228
15 YRS	40,469	41,278	42,104
20 YRS	41,310	42,136	42,979

**LICENSED PRACTICAL NURSES**

<b><u>STEP</u></b>	<b><u>7/1/02- 6/30/03</u></b>	<b><u>7/1/03- 6/30/04</u></b>	<b><u>7/1/04 6/30/05</u></b>
1	20,249	20,719	21,197
2	21,768	22,238	22,716
3	23,430	23,900	24,378
4	24,899	25,378	25,866
5	25,397	25,886	26,383
6	25,905	26,404	26,911
7	26,423	26,932	27,449
8	26,951	27,471	27,998
9	28,490	29,020	29,558
10	29,060	29,600	30,149
11	29,641	30,192	30,752
12	30,234	30,796	31,376
13	30,839	31,412	31,994
14	32,456	33,040	33,634
15	33,105	33,701	34,307

16+ Prior year salary multiplied by negotiated percentage.

**DEGREE DIFFERENTIAL**

	<b><u>7/1/02-6/30/05</u></b>
BA	1,000 each year of contract

**ARTICLE VIII**

**EMPLOYEE WORK YEAR**

**A. Attendance Investigators and Security Officers.**

1. Work Year for Attendance Investigators:

The work year shall be the one hundred and ninety (190) days of the approved school calendar. Attendance Investigators must be at work ten (10) days before the opening of school.

2. Work Year for Security Officers:

The work year shall be from July 1 to June 30.

3. Vacation for Security Officers:

Vacation allowance for each security officer as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
6 months - 1 year	1 week
1 - 5 years	2 weeks
6 - 10 years	3 weeks
For every year past 10 years	1 day per year up to a maximum of 25 days

Any security officer hired after 7/1/00 will receive a maximum of twenty (20) vacation days.

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of building seniority. All security officers are required to take their vacations when school is closed. All security officers must work the full week prior to the opening of school.

4. Holidays for Security Officers:

The following days shall be paid holidays for security officers provided the schools are closed on that day:

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Yom Kippur	Washington's or Lincoln's Birthday
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Easter Monday
Christmas Eve	Memorial Day
Christmas Day	NJEA Convention (2 days)
New Year's Eve	Rosh Hashanah (2 days)

Security officers shall receive three (3) days of the four (4) days allowed during NJEA convention and Rosh Hashanah as holidays and shall be scheduled to ensure coverage during each of the four (4) days. Preference to days off will be based upon seniority.

In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar.

If any of the legal holidays fall on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday, providing schools are closed, or on the next suitable day.

***B. Library Aides/ Library Assistants.***

1. Work Year for Library Aides/ Library Assistants:

The work year for Library Aides and Library Assistants in the Edison School System shall be one hundred eighty (180) days. Library Aides and Library Assistants may work beyond one hundred eighty (180) days within the school year provided the extension is approved by the Superintendent of Schools or his/her designee. Any employee required to work beyond one hundred eighty (180) days shall be compensated at the rate of one and one-half (1-1/2) times the daily rate.

2. Holidays for Library Aides/ Library Assistants:

The days which shall be considered holidays for Library Aides and Library Assistants shall be the school closing days as designated in the school calendar for the school term. Upon mutual consent a Library Aide or Library Assistant may work a holiday and be given equivalent compensatory time in lieu of overtime pay.

***C. Paraprofessionals/Instructional Aides.***

The work year for paraprofessionals and instructional aides in the Edison school system shall be the same as that for teachers, in effect, the work year is the same as the calendar year for students with the addition of one (1) day before school opens. In addition, paraprofessionals will attend two (2) full in-service days during the school year. If required, instructional aides shall attend one (1) full in-service day during the school year and will be paid their normal hourly rate of pay. On conference days, paraprofessionals and instructional aides shall be permitted to leave fifteen (15) minutes after student dismissal.

#### **D. Secretaries.**

##### 1. Work Year for Secretaries:

- a. The work year for all secretaries categorized as Administrative or Class I secretaries shall be from July 1 to June 30.
- b. The work year for all Class II and Class III secretaries shall begin ten (10) working days prior to the start of the students' school year and shall end on June 30th.
- c. The work year for Class III-B secretaries shall be one hundred eighty one (181) days. This section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this Agreement.
- d. Any secretary who works additional days beyond their contracted work year in their current position will be paid at their contracted daily rate of pay. Any other assignment will be paid at the substitute rate.

##### 2. Holidays for Secretaries:

- a. The days which shall be considered holidays for secretarial personnel shall be the school-closing days as designated in the school calendar for the school term. July 4th and Labor Day shall also be a holiday if this day is part of the secretary's work year.
- b. Straight compensatory time or one and one-half times the secretary's normal rate of pay shall be provided for school secretaries who are required to work on holidays.
- c. Any employee required to work on a holiday shall be notified to that effect no later than three (3) days before the holiday.
- d. For Administrative Secretaries, the following days shall be paid holidays provided the schools are closed on that day.

Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day  
New Year's Eve  
New Year's Day

Election Day  
Veteran's Day  
NJEA Convention (2 days)  
Thanksgiving Day  
Thanksgiving Friday  
Yom Kippur  
Christmas Eve  
Christmas Day  
Rosh Hashanah (2 days)

- (1) In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar. When the schools are open on any of the days listed above, the day will be paid at straight time. For employees who are required to work on the alternate day, that day shall be treated as a holiday within the meaning of Article VIII. Section D, Paragraph 2, b & c. of this contract.
- (2) If any of the legal holidays fall on a Saturday or Sunday, it shall be celebrated and compensated accordingly on that day preceding or the day following such holiday, providing schools are closed, or on the next suitable day. Rosh Hashanah and Yom Kippur are excluded from this selection.
- (3) During the Winter and Spring school closings, all administrative secretaries shall be required to report to work on two (2) days during the Winter Break and two (2) days during the Spring Break. The two (2) work days per employee shall be scheduled in such a way that the offices are staffed on all business days during each break.
- (4) A secretary may either substitute vacation days, earned compensatory time, or alternate days saved {Reference: Article VIII, D, 2, (1) & (2)} for the two (2) scheduled work days during the Winter Break and/or Spring Break.

3. Vacations for Secretaries:

- a. Vacation allowance for each Administrative and Class I Secretary as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
6 months - 1 year	1 week
1 - 5 years	2 weeks
6 - 10 years	3 weeks
For every year past 10 years	1 day per year up to a maximum of 25 days

Any Administrative and Class I secretary hired after 7/1/00 will receive a maximum of twenty (20) vacation days.

- b. Except for unusual circumstances, each Class I secretary shall receive and take her/his vacation at the time approved by her/his supervisor or administrator. An Administrative Secretary shall be allowed to take her/his vacation at any time during the contract year provided that the work load permits and there is approval by her/his immediate superior or administrator. A maximum of one (1) week vacation entitlement may be saved for utilization in the following contract year, by addition to that year's vacation.
- c. No vacation shall be taken the last full week prior to the opening of school.

**E. Registered Nurses/Licensed Practical Nurses.**

1. Work Year for Registered Nurses and Licensed Practical Nurses:

- a. The work year for Registered Nurses and Licensed Practical Nurses in the Edison school system shall be the same as that for teachers, in effect, the work year is the same as the calendar year for students with the addition of one (1) day before school opens and two (2) full in-service days during the school year. On single-session days, Registered Nurses and Licensed Practical Nurses shall be permitted to leave fifteen (15) minutes after student dismissal.
- b. If required to work during the summer, the Registered Nurse and the Licensed Practical Nurse will be paid a daily rate of 1/200<sup>th</sup> of their salary or an hourly rate of 1/7 of their daily rate.

2. Holidays for Registered Nurses/Licensed Practical Nurses:

The days which shall be considered holidays for Registered Nurses and Licensed Practical Nurses shall be the school closing days as designated in the school calendar for the school term. Upon mutual consent, a Registered Nurse or a Licensed Practical Nurse may work a holiday and be given equivalent compensatory time in lieu of overtime pay.

**ARTICLE IX**

**EMPLOYEE WORK DAY**

**A. Attendance Investigators and Security Officers.**

1. Work Day for Attendance Investigators:

The normal work day shall consist of a maximum of seven and one-half (7 1/2) assigned hours with a flexible starting and ending time.

2. Work Day for Security Officers:

- a. Security Officers are entitled to two (2) fifteen (15) minute breaks during each work shift.
- b. The work day shall consist of eight and one-half (8 1/2) hours including a one-half (1/2) hour meal break. On days when school is in session, the work day shall begin between 7:00 am and 8:00 am, or at 10:00 am, as determined for each security officer by the building principal or designee. The work day for the Adult School and/or Alternate School shall begin at 2:00 pm. The starting time for each security officer on school days and Adult School or Alternate School nights shall be fixed for the school year.

- c. On days when school is not in session the work day for all security officers shall be from 3:00 pm to 11:30 pm including the one-half (1/2) hour meal break. The time of the meal break will be determined by the Supervisor of Facilities.
- d. On snow days the security officers will report for duty at 3:00 pm to 11:30 pm. On delayed opening days all security officers assigned to start work between 7:00 am and 8:00 am will report for duty at the same delayed opening time which will be 9:00 am to 3:30 pm.
- e. Under extreme emergency weather conditions, if deemed appropriate by the Superintendent, security officers may not be required to report for work without loss of pay.
- f. One (1) security officer per building will be assigned to the 10:00 am to 6:30 pm shift. In addition, if needed, one (1) security officer will be assigned to the 2:00 pm to 10:30 pm shift.
  - (1) Assignment to both the 10:00 am shift and the 2:00 pm shift shall be on a voluntary basis, if no volunteers are found for the 10:00 am shift assignment, the 10:00 am shift assignment shall be given to the security officer with the least seniority in the building.
  - (2) The weekly scheduling of the 10:00 am to 6:30 pm shift and the 2:00 pm to 10:30 pm shift security officer will be determined by the Principal in consultation with the security chief.
- g. Throughout the entire school year, BOE authorized school related activities with the exception of BOE meetings, requiring the use of township police will also be staffed with a security officer, or officers.
- h. A security officer required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1 1/2) times her/his regular rate of pay. If required to work on the seventh day of the individual's work week or on a holiday, a security officer will be paid two (2) times her/his regular rate of pay.
- i. The immediate supervisor must authorize any overtime.

**B. Library Aides/Library Assistants.**

1. Work Day for Library Aides/Library Assistants:

The regular work week for all Library Aides and Library Assistants shall be thirty-five (35) hours per week, seven (7) hours per day exclusive of a lunch period.

2. Overtime for Library Aides and Library Assistants:

Any Library Aide or Library Assistant required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Hours between thirty-five (35) and forty (40) within the work week shall be paid at straight time or compensatory time.

**C. Paraprofessionals/Instructional Aides.**

1. The regular work week for full-time Paraprofessionals and Instructional Aides shall be thirty-five (35) hours per week, seven (7) hours per day, including a thirty (30) minute lunch period and a fifteen (15) minute break. The break will be scheduled by the Principal. The lunch period shall be scheduled at a time designated as a pupil lunch period.
2. Where administratively possible, paraprofessionals assigned to individual teachers may be scheduled to share the same lunch period and preparation period.
3. The work week for part-time paraprofessionals and instructional aides shall be determined proportionally.
4. On the last school day of each school year, paraprofessionals and instructional aides shall be required to work hours which are proportionate, in terms of their daily work hours, to the number of hours teachers are required to work.
5. Class Coverage:

Except in emergencies, supervisory personnel shall make every effort to assign members of the unit only to duties appropriate to their position and consistent with their general job description. If assigned to provide class coverage, the time involved will not be considered as part of his/her normal work day.

- a. At the high schools and middle schools, any paraprofessional assigned to provide class coverage in any emergency situation shall be reimbursed at the rate of twenty dollars (\$20.00) per period. A coverage must be at least thirty (30) minutes in duration.
- b. At the elementary schools, any paraprofessional assigned to provide class coverage in any emergency situation shall be reimbursed at the rate of ten dollars (\$10.00) for each thirty (30) minutes of class coverage for classes of blocks of sixty (60) to one hundred and twenty (120) minutes in duration. For classes in excess of thirty (30) minutes, but less than sixty (60) minutes in duration, the rate of reimbursement is twenty dollars (\$20.00). If assigned coverage of a .5 schedule, or a single Kindergarten schedule, the rate of reimbursement shall be ten dollars (\$10.00) for each thirty (30) minutes of class coverage.

- c. At the high schools, middle schools, and elementary schools, any paraprofessional assigned as a full-day substitute will be paid seventy-five percent (75%) of the current daily rate for substitutes. This amount is in addition to his/her normal rate of pay as a paraprofessional.
6. Compensation for any work performed in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week will be paid at straight time of twenty dollars (\$20.00) per hour. Fractions of the hourly rate may be cumulative until an hour is achieved.
7. Paraprofessionals and instructional aides are not to be used as substitute lunch aides.
8. If attendance at a faculty meeting becomes mandatory, Paraprofessionals and instructional aides must be notified one (1) day in advance of the meeting.

**D. Secretaries.**

1. The regular work day for all secretaries shall be seven (7) hours exclusive of one (1) hour lunch time.
2. Any secretary required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times her/his regular rate of pay. Any Administrative Secretary required to work on a holiday shall be compensated time and one half (1 1/2) compensatory time or one and one half (1 1/2) times her/his regular rate of pay.
3. Secretaries required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time or compensatory time.
4. The immediate supervisor must authorize any compensatory time or overtime. A list will be maintained of all hours of compensatory time that employees accrue due to excess hours worked. Prior to use of earned compensatory time, the immediate supervisor's approval is necessary. The employee must schedule any/all dates with her/his supervisor in advance. To ensure equity in overtime scheduling, compensatory time/days will be implemented on a rotating basis for secretaries involved in a common work assignment/project. Compensatory time/days must be used by the close of the school year (June 30th) and shall NOT be carried over to the next work-year. A new list will be started on July 1st of each school year.
5. If an agreed upon schedule for use of earned compensatory time is not established, the employee will be paid the current hourly wage for each hour of unused overtime, and/or for each additional hour in excess of earned compensatory time scheduled.
6. Administrative Secretaries may be required to report for work on days when the schools are closed due to inclement weather. Notice of the requirement to report or not report for work and the starting time on the inclement weather days will be

made by telephone through the snow chain. The decision will be made by the Superintendent or his/her designee.

7. When the delayed opening schedule is in effect, Administrative Secretaries are expected to report as soon as they can safely do so. When the schools are closed early due to inclement weather, the Superintendent or his/her designee will determine the closing time for the central office.
8. The regular work day for all school secretaries shall be seven (7) hours exclusive of one (1) hour for lunch time. Schools may require secretaries to work staggered hours to accommodate student/staff needs. The following are suggested starting and ending times.

7:00 a.m.	to	3:00 p.m.
7:30 a.m.	to	3:30 p.m.
8:00 a.m.	to	4:00 p.m.
8:30 a.m.	to	4:30 p.m.

9. When a delayed opening is in effect, and if the delayed opening is one and one-half hours (1½) hours in length, school secretaries will report to work one and one-half hours (1½) after their normal starting time. On days of delayed opening, school secretaries will end their work day at their normal ending time.

#### ***E. Registered Nurses/Licensed Practical Nurses – Work Day***

1. The regular work week for full time Registered Nurses and full time Licensed Practical Nurses shall be thirty-five (35) hours per week, seven (7) hours per day, including a thirty (30) minute lunch period.
2. The specific arrival and departure time for all Registered Nurses and Licensed Practical Nurses shall be designated by the school principal.
3. Any Registered Nurse or Licensed Practical Nurse required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay.
4. Registered Nurses and Licensed Practical Nurses required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time or compensatory time.

### ***ARTICLE X***

#### ***ASSIGNMENTS AND TRANSFERS***

##### ***A. Paraprofessionals/Instructional Aides.***

1. Any known paraprofessional or instructional aide vacancy for the following school year shall be posted no later than April 30. Members of the unit who wish to apply for said vacancy must do so within fifteen (15) working days.

2. Paraprofessionals and instructional aides who desire to transfer to another school shall file a written statement of such desire with the Superintendent not later than March 1.
3. Determination of transfers, both voluntary and involuntary, will be made only after the best interest of the paraprofessional or instructional aide and the school system are taken into consideration.
  - a. Employees being recommended for involuntary transfer will receive written notification from the Superintendent by August 1st. Employees shall each be notified prior to final action by the Board.
  - b. Any employee receiving notice of a recommendation for involuntary transfer shall be entitled to a meeting with his/her appropriate supervisor prior to the start of the year.
  - c. Employees who are involuntarily transferred shall receive written notification of the Board's action.
  - d. These guidelines may be waived in emergencies or unanticipated staffing needs such as resignations, enrollment changes, etc.

**B. Secretaries.**

1. Temporary Assignment:

Any secretary assigned to work temporarily in a higher classification shall be paid at the higher rate beginning on the sixth consecutive working day of the assignment, retroactive to the first day of the assignment.

**Administrative Secretary** Secretarial and clerical personnel in the Central Office, Adult School, Enrollment Center, Maintenance and Transportation, with the exception of one (1) Class III Secretary in Enrollment and one (1) Class III Secretary in Transportation.

**Class I** Secretary to principal (secondary school)

**Class II** Secretary to principal (elementary school)

**Class III** All other secretaries who are not employed for one hundred eight one (181) day work year.

**Class III-B** All other secretaries who are employed for a one hundred eighty one (181) day work year including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993. In addition, this section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this agreement.

2. Transfers:

Any individual interested in a lateral transfer should make her/his interest known by submitting a letter to the office of the Superintendent indicating same.

**ARTICLE XI**

**PROMOTIONS AND VACANCIES**

**A. Positions and Procedures**

Promotional positions are defined as positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility. Vacancies shall be defined as all open and newly created positions. All vacancies, including those programs funded by the Federal Government, shall be adequately publicized in accordance with the following procedure:

1. To the extent possible, when school is in session, notice of new positions or vacancies shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Qualified employees who desire to apply for any vacancy shall submit their applications in writing to the Superintendent's office within the limit specified in the notice, and acknowledgment shall be given to all such applicants.
2. Employees who desire to apply for any vacancy which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they wish to apply and an address where they can be reached during the summer. The Superintendent's office shall notify such employees of any vacancy as far in advance as is practicable, ordinarily at least fifteen (15) days before the final date that the application must be submitted, and in no event fewer than ten (10) days before such date. A list of any vacancies to be filled during the summer period will be posted at the administration office and in each school and a copy of said notice shall be made available to the Association.

**B. Criteria for Notice**

In both situations set forth in Section A above, qualifications for the position, its duties and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.

### **C. Application Procedures**

All qualified employees shall be given adequate opportunity to make application, and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling any vacancy, preference shall be given to qualified employees already employed by the Board, if it is in the best interest of the school district. Announcements of appointments shall be made by posting a list in the central administrative office and in each school building and a list made available to the Association.

### **D. Appointment Procedures**

Subject to, and consistent with the language of this Agreement, the final determinations as to the filling of any vacancy shall remain in the discretion of the Board.

## **ARTICLE XII**

### **EMPLOYEE EVALUATION**

#### **A. Evaluation Guideline**

1. All monitoring or observation of the work performance of any employee shall be conducted openly and with full knowledge of the employee.
2. Final evaluations for ten (10) month employees will be completed by June 1<sup>st</sup>. Final evaluations for twelve (12) month employees will be completed by July 1<sup>st</sup>.

#### **B. Copies of Evaluation**

Any employee shall be given a copy of any observation or evaluation report prepared by the evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the knowledge of the employee. The employee shall sign and return his/her completed evaluation. A signature shall not imply agreement with the contents of the evaluation.

#### **C. Rebuttal**

The employee shall also have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

#### **D. Complaints**

Any complaints regarding an employee to any administrator by any parent, student, or other person which are used in any manner in evaluating an employee will be promptly investigated and called to the attention of the employee. He/she shall be given an opportunity to respond and/or rebut any such complaint.

### **ARTICLE XIII**

#### **LEAVES OF ABSENCE**

The following language is common to more than one (1) unit in the non-certificated contract.

#### **A. Sick Leave.**

1. Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses:
  - a. Ten (10) month personnel shall be allowed ten (10) days and twelve (12) month employees shall be allowed twelve (12) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Employees shall be given a written accounting of accumulated sick leave upon written request. Sick leave is defined as absence from duty because of personal illness or quarantine for communicable disease. Upon request, the employee shall present a physician's certificate of illness to the Superintendent or his/her designee.
  - b. Unused Personal (P) Days shall be converted to Family Illness (FI) Days and may be accumulated year to year. At the discretion of the employee, unused Family Illness Days may be converted to A Days and then added to the employee's accumulated sick leave.
  - c. Members who retire from the PERS or pass away after having completed ten (10) years of service in Edison, will receive payment for sick days accumulated in Edison. Members leaving the district for any other reason after having completed fifteen (15) years of service in Edison, will receive payment for sick days accumulated in Edison. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of twenty-five dollars (\$25.00) per day and, if applicable, payable to his/her estate.
  - d. Administrative and Class I secretaries shall be allowed twelve (12) days of sick leave in any school year without loss of pay. Class II and Class III secretaries shall be allowed eleven (11) days of sick leave in any school year without loss of pay. Class III-B secretaries shall be allowed ten (10) days of

sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Secretaries will be given a written accounting of accumulated sick leave days not later than October 31 of each school year.

- e. In addition, each member will also have available thirty (30) days' leave per year without loss of pay for personal illness. These days are non-accumulative, governed by the provisions of N.J.S.A. 18A:30-6, and shall only be available to members whose absence is caused by one of the following:

- (1) childbirth
- (2) hospitalization or other confinement to a medical facility
- (3) a serious injury or illness which is supported by medical verification

Requests which meet the criteria in subsections (1) and (2), as identified above, shall not be denied as long as the childbirth or hospitalization occurs during the same continuous period of absence for which the request is made. Decision of the Superintendent of Edison schools on requests pursuant to subsection (3), as identified above, shall be made based upon consistent and fair criteria and shall not be subject to appeal.

- f. Use of sick days granted in subparagraph e shall be applied as follows:

If an employee has been continuously employed in the school system for at least six (6) years and has accumulated sixty (60) days leave without pay deduction for personal illness, and such employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

- (1) The ten (10) accumulative sick leave days allowed for the current school year shall be used;
- (2) The sixty (60) sick leave days which had been previously accumulated shall be used; and
- (3) The thirty (30) non-accumulative sick leave days, if allowed for the current school year, shall be used. At such time, the employee is no longer entitled to additional sick leave days without pay deduction. When the employee has used all of his/her sick leave days, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A:30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.
- (4) Language cited in A, 1, e and f may be adjusted so as to apply to members who have accumulated sick leave in excess of sixty (60) days, and whose absence as indicated in Section A, 1, exhausts the number of days accumulated.

## ***B. Personal Leave.***

1. Attendance Investigators, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Registered Nurses, and Licensed Practical Nurses:

Employees may be absent from their school duties for two (2) days each year without loss of pay. No reason need be given.

2. Security Officers and Secretaries:

- a. Security Officers may be absent from their school duties for three (3) personal days' leave each year.

- b. Secretaries may be absent from their duties for two (2) personal (P) days each year without loss of pay. No reason need be given. Secretaries classified as Class II and Class III may be absent for two and one half (2½) personal days. In addition to the days specified above, Secretaries classified as Administrative or Class I may be absent for a third personal (P) day under the following conditions:

- (1) Class I secretaries assigned to secondary schools must take this day at a time agreeable to the school principal, and with the understanding that a substitute will not be required. Administrative Secretaries must take this day at a time agreeable to the immediate supervisor, and with the understanding that a substitute will not be required.

- (2) The third day will not be converted to sick leave and, if not used, will not be cumulative.

## ***C. Bereavement Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

1. Death in the Immediate Family:

- a. Personnel may be absent from school without loss of pay for a period not to exceed five (5) days due to the death of a parent, spouse, child or sibling.

- b. Personnel may be absent from school for a period not to exceed four (4) days due to the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, daughter-in-law, or son-in-law.

2. Death of a Near Relative:

Personnel may be absent from school without loss of pay for a period of one (1) day because of the death of a near relative or other relative living in the household. A near relative shall be defined as an uncle, aunt, niece, nephew, first cousin, or sibling-in-law. **(N.J.S.A. 18A:30-7)**

***D. Leave for Temporary Disability for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

1. The Board shall grant an unpaid leave of absence of up to one (1) year to any employee who is temporarily unable to perform his/her duties because of disability resulting from illness, injury, pregnancy or similar condition. Additional leave may be granted at the discretion of the Board. In no case may such leave extend beyond the expiration date of a non-tenured employee's contract.
2. All requests for leave under this paragraph shall be accompanied by a statement from the employee's physician confirming the existence of the disabling condition and indicating the probable duration of the period of disability. For pregnancy, unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed six (6) calendar weeks.
3. Where an employee can anticipate the need for disability leave in connection with a specific future event, such as surgery or childbirth, he/she shall notify the Superintendent as soon as the employee is aware of the pending condition, and shall submit to the Superintendent or designee a statement from a physician of his/her continuing fitness to perform his/her assigned duties. If at any time after filing a statement, the employee gives evidence of inability to perform assigned duties, he/she may be required by the Superintendent or designee to submit further physician's certification of fitness at intervals of not less than one (1) month. Where a specific date for commencement of disability leave cannot be determined, the employee may request leave in advance of the anticipated date so that a qualified replacement can be selected.
4. For the purposes of this Article, "Temporary Disability" will mean from the date that unpaid medical leave begins. Medical, dental and prescription coverage will continue for one (1) year after the temporary disability begins. Thereafter, to remain on the group insurance, the employee must reimburse the Board for all applicable premiums. If the employee returns after two (2) years on Temporary Disability, the BOE will reimburse the employee for COBRA costs incurred during the second year of Temporary Disability. The amount of reimbursement will be prorated upon the amount of time worked the third year. If the member does not return after two (2) years of temporary disability, the employee may remain on the group health insurance plan provided he/she reimburses the Board of Education for applicable premiums until termination or return to work but shall receive no other benefits except as provided in Section I of this Article.
5. At the option of the employee, any or all of the employee's accumulated sick leave may be used in connection with the disability in which case unpaid disability leave shall not commence until after such sick leave has been applied.
6. An employee returning from disability leave shall file with the Superintendent or designee a certificate from his/her physician certifying his/her fitness to resume assigned duties.

7. Should the situation requiring disability leave change, e.g., if surgery is postponed, or a pregnancy results in miscarriage or stillbirth, the Superintendent may authorize early termination of the leave.

***E. Infant Care Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

1. The Board of Education shall grant to any employee, male or female, an unpaid leave of absence to provide necessary care for his/her infant child, natural or adopted, who is no more than six (6) months of age at the time such leave is requested. The length of an infant care leave may not exceed one (1) year unless a one-year leave would expire during the last three months of the school year, in which case the leave shall be extended until June 30 of that school year, or the employee requests a one-year extension in writing of the leave prior to April 1 of the school year, in which the initial infant care leave is taken. Once a one-year extension of an infant care leave is granted, the employee must notify the Superintendent not later than April 1 of the school year during which the extended leave occurs of his/her intention to return to active employment. Failure to submit the required notice of intention to return to active employment will automatically place the employee on a third year of unpaid leave. Employees on infant care leave shall be entitled to no benefits while on such leave except as may be required by law. Current laws allow a twelve (12) week extension of medical benefits at no cost to the employee. An employee on infant care leave who wishes to continue health insurance coverage beyond the twelve (12) week extension may purchase any or all available coverage by paying to the Board the group premium rates which the Board is charged.
2. Notice for the commencement of infant care leave shall not be less than sixty (60) days, shall be forwarded to the employee's immediate superior and shall include the commencement and termination dates for said leave. Application for anticipated infant care leave may be included in the same request with application for disability leave for pregnancy.
3. Employees on infant care leave shall be eligible for substituting.

***F. Leaves of Absence Due to Illness in Family for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

1. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for an employee's spouse, child (natural or adopted), parent/guardian, mother-in-law, father-in-law who may be incapacitated for reason of illness. To the extent possible the request must be provided to the Superintendent at least thirty (30) days in advance of the leave. The employee must notify the Superintendent no later than sixty (60) days prior to the employee's intended return to work.

2. An employee on family illness leave may continue health care coverage by purchasing this through the Board at the going premium rates that are charged to the Board. Only those benefits REQUIRED by law will be continued at Board expense. Additional leave may be granted at the discretion of the Board.

***G. Military Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

The Board shall, as required by law, allow the time necessary for persons called into temporary active duty with any unit of the U.S. Reserves, etc., provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government (38:23-1).

***H. Other Leaves of Absence for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

A leave of absence without pay may be granted by the Board of Education.

***I. Leave Benefits for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

All benefits to which an employee was entitled at the time his/her leave of absence commences including unused accumulated sick leave, will be restored to him/her upon his/her return and the employee shall be assigned to the same position held at the time of commencement of the leave, if available, or, if not, to a substantially equivalent position.

***J. Jury Duty for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

Personnel granted leave for the purpose of serving on jury duty will not be required to return to the Board any monies received from the County or State for such duties. Personnel shall be paid all regular salary during the term of such duty. If on any day during the period of jury duty the employee is not required to report for such duty, she/he shall report for work on that day.

***K. Observation Absence for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Instructional Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses.***

1. Personnel, with prior approval of the Superintendent or designee shall be permitted a maximum of two (2) days absence from school duties without loss of pay for the purpose of visiting and observing teaching methods in another school, or to attend meetings or conferences of an educational or professional nature.

2. Following the observation or meeting, a written report must be submitted to the Superintendent or designee.

## **ARTICLE XIV**

### **INSURANCE PROTECTION**

#### **A. Insurance Coverage.**

1. The Board shall provide a preferred provider organization (PPO) health benefits program, which includes hospitalization, medical-surgical, lab and diagnostic and major medical-type insurance. For in-network benefits, the co-payments will be Fifteen Dollars (\$15.00) per office visit/Twenty-Five Dollars (\$25.00) per emergency room visit. For supplemental in-network benefits and for out-of-network benefits, the deductibles shall be Two Hundred Dollars (\$200.00) single/Four Hundred Dollars (\$400.00) family. The Board of Education will not change insurance plans/carriers without first discussing the proposed change with the Association.
  - a. The catastrophic out-of-pocket amount for out-of-network and supplemental coverage will be twenty percent (20%) of Four Thousand Dollars (\$4,000.00) single/Eight Thousand Dollars (\$8,000.00) family. Catastrophic amounts are calculated on a calendar year basis.
  - b. Deductible and/or co-insurance amounts met or partially met under the predecessor plan in 1999 will contribute towards the first year out-of-pocket amount.
  - c. Mental health and substance abuse benefits will not contribute toward satisfying the catastrophic limit. For services that contribute towards the out-of-pocket amount, once the catastrophic limit is met, benefits will increase to one hundred percent (100%) of the reasonable and customary amount.
  - d. Whenever any change in insurance benefits occurs for any other association representing employees in the Edison Township School District, the Board and Association may agree to reopen negotiations.
2. Dental Coverage:
  - a. The Board shall provide dental insurance equal to the dental insurance carrier's Usual and Customary Rate Program, which shall include single and family coverage. The maximum benefit per calendar year, excluding Class IV dental services, shall be Two Thousand Dollars (\$2,000.00). The deductible shall be thirty-five Dollars (\$35.00) per single plan and Ninety Dollars (\$90.00) per family plan. All deductibles are on all dental services except Class I diagnostic and preventive services.

- b. The Board will offer a voluntary dental plan HMO with no deductible and no maximum, but subject to applicable co-insurance amounts.
3. Prescription Plan:
  - a. The Board shall provide single and family prescription plan with a Seven Dollars (\$7.00) generic {including mail order} co-pay and a Fourteen Dollars (\$14.00) brand name {including mail order} co-pay.
  - b. The Board shall provide Single and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.

***B. Policy on Insurance Coverage: Rules and Regulations.***

1. Family Coverage: An employee who has dependents shall be eligible for full family coverage.
2. Single Coverage: Any unmarried employee, divorced person, separated person, widow or widower who does not support a family with dependents shall be eligible for single coverage.
3. Retirees: Retirees shall be eligible to participate in all health benefits programs at group rates.
4. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
5. Employees who elect not to participate directly in the insurance coverage as outlined in Section A above shall receive two thousand dollars (\$2,000.00) annually at the end of each contract year of non-participation. The Board shall reimburse the premium cost for continued enrollment in the alternate insurance plan for any employee who elects not to participate in the insurance coverage as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to re-enroll in the insurance coverage provided by the Board.
6. All employees shall notify the Board of Education, without delay, when eligibility changes or ceases. Employees shall be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.
7. The Board of Education shall provide the Association with a Master Copy of the Health Service Provider's program.
8. Voluntary HMO's may be made available by the Board of Education.

## **ARTICLE XV**

### **STAFF DEVELOPMENT WORKSHOPS**

#### **A. In-Service Programs and Continuing Educational Units (Voluntary)**

Staff Members may apply toward salary schedule credit for District approved Staff Development Workshop courses which do not offer college or university credit. Upon earning nine (9) Staff Development Workshop Credits, employees will receive Salary Guide Credit of Three Hundred Dollars (\$300.00). This amount will be included in the total salary for pension purposes.

1. The Board will prepare a catalog of in-service programs, specifying topics, locations, hours, and continuing educational units (CEUs) by course/program. A minimum of ten (10) different programs per year will be offered.
2. All such in-service programs will be voluntary as to attendance, and shall be offered after school, evenings, Saturdays or in the Summer.
3. Employees may apply for Salary Guide Credit for any in-service programs that total in the aggregate nine continuing educational units. The CEU's will be compensated at Three Hundred Dollars (\$300.00) for nine (9) credits. All CEUs shall be cumulative. A maximum of twenty-seven (27) CEU credits may be earned during the life of this contract.
4. For ten (10) month and ten and one-half (10-1/2) month employees, Salary Guide Credit will be adjusted twice (2 times) per year, at the same intervals used for tuition reimbursement (e.g. September, February).
5. For twelve (12) month employees, Salary Guide credit will be adjusted two (2) times each year (July and January).
6. Continuing educational units will be offered on the following basis:
  - a) Three (3) one-hour sessions = one (1) CEU
  - b) Six (6) one-hour sessions = two (2) CEU's
  - c) Nine (9) one-hour sessions = three (3) CEU's
7. Employees who present in-service programs (with specific continuing educational units) shall be compensated at the same rates as in Article XV, Section C, Paragraph 3a of the Professional Employees' contract.
8. CEU's earned during the 1999-2002 contract shall be applied to the current contract.

## **ARTICLE XVI**

### **DEDUCTION FROM SALARY**

#### **A. Dues**

1. The Board agrees to deduct from the salaries of employees dues for the Edison Township Education Association, the Middlesex County Education Association, New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with existing laws and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Edison Township Education Association by the fifteenth (15th) of the month following the monthly period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorization for dues or other deductions may be received after August 1, under rules established by the State Department of Education.
4. An employee who wishes to withdraw from Association membership or to terminate deductions for other Associations' services and programs must notify the payroll department prior to December 1 or May 31. Withdrawal will be effective thirty (30) days after proper notification is filed.

#### **B. Representation Fee**

1. Prior to December 31 of each academic year, the Association may elect to assess all employees covered by this Agreement, who are not members of the Association, a representation fee for services rendered by the Association at the maximum level permitted by law. Such fee will be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

#### **A. Board Policy**

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.

#### **B. Separability**

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

#### **C. Compliance**

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

#### **D. Non-Discrimination**

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or Association affiliation.

#### **E. Printing**

Copies of this Agreement shall be printed at the equal expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.

#### **F. Notification**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail, fax, e-mail, or hand delivery as follows:

1. If by Association, to the Board and/or the Superintendent, at the offices of the Board Secretary.

2. If by Board, to the Association President and/or the First Vice President at the Association office.

**G. Strikes, Sanctions, Lockouts**

During the term of this Agreement, the Association will refrain from striking or job action of an illegal nature. The Board shall refrain from locking out employees.

**ARTICLE XVIII**

**DURATION**

**A. Duration Period**

1. This Agreement shall be effective from July 1, 2002 to June 30, 2005.
2. Year three of this Agreement will be re-opened for discussions regarding improvement of any, or all, contractual item(s) of a dollar amount. Insurance benefits and co-pays will not be included in this discussion.

**B. Sidebar Agreements**

This contract has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this contract is null and void.

**C. Witness**

**IN WITNESS WHEREOF**, the parties hereto have caused these agreements to be signed by their duly authorized officers and their seals to be hereto affixed, this \_\_\_\_\_ day of \_\_\_\_\_ 2002.

**ATTEST:**

**FOR THE ASSOCIATION:**

**FOR THE BOARD:**

\_\_\_\_\_  
**John B. Gundry, President**

\_\_\_\_\_  
**Andrew Petruzzi, President**

\_\_\_\_\_  
**Kim Duhamel, Secretary**

\_\_\_\_\_  
**Daniel P. Michaud, Secretary**

\_\_\_\_\_  
**Date ratified by the  
Edison Township Education  
Association**

\_\_\_\_\_  
**Date ratified by the  
Edison Township Board of  
Education**

**BOARD'S NEGOTIATING TEAM**

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**David Dickinson, Chief Negotiator**

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**Mark Anderko**

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**Robert Barry**

**Date:** \_\_\_\_\_