

AGREEMENT

BETWEEN

**EDISON TOWNSHIP
BOARD OF EDUCATION**

AND

**N.J.E.A.
EDISON TOWNSHIP
CUSTODIANS AND
MAINTENANCE ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2006

PREAMBLE

This agreement is entered into on this day, between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board" and the New Jersey Education Association, the Edison Township Custodians and Maintenance Association, Incorporated, hereinafter called the "Association".

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Edison Township Custodians and Maintenance Association, Incorporated and the NJEA as the sole and exclusive bargaining agent for all custodians, maintenance, grounds and helper employees in all matters specifically provided for herein pertaining to wages, hours, conditions of employment and grievance procedures.
2. The Board recognizes the rights, duties, and responsibilities of the Association toward its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by Constitution and Statutes.
3. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all male and female custodians, maintenance, grounds, helpers and/or any other employee in this bargaining unit.

ARTICLE II

RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

Subject to rights and privileges granted to the Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, including the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
- B. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, promotion, transfer, or, with just cause, to take disciplinary action as may be required.
- C. To determine work schedules, places of work, transfers of employees with due cause, the right to contract or subcontract any work to any person, persons, corporation or association, the right to eliminate any job and/or job classification as designated herein, except as provided in this Agreement.
- D. To require any employee to undergo a medical examination at least once each year as the Board may require, and may require additional individual psychiatric or medical examination of any employee as it deems advisable. A violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.
- E. It is the Board's intent that any custodial, grounds, or helper position vacated by an employee resigning, retiring, and/or transferring shall be filled within thirty (30) working days. Any maintenance position vacated by an employee resigning, retiring, and/or transferring shall be filled within thirty (30) working days, or as soon as possible, at the discretion of the Board, depending upon the availability of qualified personnel.
- F. A job posting shall be posted at each worksite not less than five (5) workdays before the final date when applications must be submitted. A copy of the job posting shall be given to the President of the Association at the time of posting. The qualifications for the position, its duties, hours, and location shall be clearly stated on each posting.
- G. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contest, nor shall this Agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and Statutes.
- H. To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.

ARTICLE III

NEGOTIATION PROCEDURE

On or before the 15th day of January in the school year that the Agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein.

- A. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. By mutual agreement, each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations regarding the collective bargaining agreement, they will suffer no loss in pay.
- C. Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.
- D. A mutually convenient time shall be set within fifteen (15) days exclusive of Board-designated holidays or vacations.

ARTICLE IV

GRIEVANCE PROCEDURE

The Board recognizes the rights of an employee who has a grievance to carry his/her appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution, and in N.J.S.A. 34:13A-1 et. seq. as to presenting and processing a grievance.

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 employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- A. Definition: A "grievance" shall mean a complaint by an employee, group of employees or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or concerning working conditions.
- B. All initial grievances must be filed by the aggrieved party(ies) within ten (10) working days of the alleged occurrence of the complaint. An Individual employee can file a grievance at level one only.
- C. All grievances filed at level I of the grievance procedure must specify the specific violation of the interpretation or application of this contract, including the contract section, the date of the occurrence, the extent of the harm suffered and the relief sought.
- D. The Association, through a recognized representative, may appeal a decision to each next higher authority in turn. The sequence shall be (beginning at the lowest appropriate level):
 - 1. Principal or other immediate supervisor if building-based
 - 2. Supervisor of Facilities
 - 3. Business Administrator
 - 4. Superintendent of Schools or designee
 - 5. Board of Education
 - 6. An arbitrator shall be selected through the New Jersey Public Employment Relations Commission and that arbitrator's decision shall be final and binding upon the parties. The expense of arbitration shall be borne equally by the parties to this Agreement. The arbitrator shall not have the authority to add to, delete from, or modify this Agreement.

Prior to each appeal, the Association shall inform the authority who last rendered a decision of its intention to appeal to the next higher authority.

- E. Upon its decision at each level, that person or party shall render that decision within ten (10) working days, in writing and with reasons. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association and Superintendent or designee. All days referred to in this procedure shall be workdays.
- F. All notices of appeals must be made in writing within ten (10) working days of receipt of the written decision, to the next highest authority; otherwise, the appeal shall be deemed abandoned.
- G. To appeal to the Board, the Association shall, in writing, notify the School Board Secretary within the designated time of its intention to appeal. A majority of the Board members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within ten (10) working days of the hearing, which, together with any pleadings, shall be submitted to the employee and the Association. The employee shall, at all steps be permitted to be joined and represented by the Association.
- H. A grievance may proceed to binding arbitration only under the authority of the E.T.C.M.A.

ARTICLE V

JOB SECURITY AND SENIORITY

- A. Employees hired effective January 1, 1995, or thereafter, are and shall be employed for fixed terms and shall not be eligible for tenure.
- B. District seniority shall be defined as length of continuous service with the Edison Township Board of Education from the last date of hire. Track or departmental seniority, defined as length of time on a permanent basis in a particular track, either as custodian or in the maintenance/grounds departments shall be used only for determining layoffs and recalls. Recalls for custodians who have been laid off but are not on either track, shall be placed on a list and recalled based upon district seniority.
- C. Two seniority lists shall be kept: one, district seniority and two, departmental seniority. The Board of Education shall provide the Association each September with the current seniority list in each category.
- D. In the event of layoffs, an employee may bump another employee with less seniority in either of two ways: 1) an employee in one of the tracks could bump the least senior employee in that track based upon the employee's seniority in the track (e.g., a maintenance or grounds employee with ten (10) years of maintenance or grounds seniority whose position is eliminated could bump the least senior maintenance or grounds employee in this track), or, 2) this same employee, if he is the least senior employee in the maintenance or grounds track, could bump the least senior employee in the custodian position. Custodians, whether day or night, would have bumping rights based on their district seniority.
- E. Any bumping or recall must take into consideration the employee's ability to perform the job.

- F. Any employee whose position is eliminated or filled by another employee whose position has been eliminated and who refuses a position which he has a right to claim under above shall lose all seniority rights under Section B of this Article. A full-time employee may refuse to claim a part-time position and shall maintain seniority rights under this Article.
- G. Whenever the Board acts with respect to promotions, transfers, assignments and layoffs, the Board will consider the employee's skill, ability, work record, periodic evaluations and seniority with the District, but will give preference to the district seniority of an employee, provided the employee has had an acceptable work record with the Board for the preceding two (2) years. This will not be in effect for promotions outside the bargaining unit.
1. Promotional positions are defined as any position with an increase in pay except day to night shift or midnight to any shift.
 2. The Board shall have the right to hire a Floater (VII.J.) to fill the opening created when promotional vacancy (ies) occurs.
- H. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the toss of a coin.
- I. An employee's seniority shall cease and employment status shall terminate for any of the following reasons:
1. Resignation or retirement.
 2. Discharge for just cause or dismissal under the tenure statutes.
 3. Failure of laid-off employees to report for work either: 1) on the date specified in written notice of recall or, within three (3) working days after date of receipt of the registered mail notice of recall, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records. The Association President will be sent a copy of the recall notice.
 4. Failure to report to work for a period of three (3) consecutive scheduled working days without a reasonable excuse for such absence.
 5. Layoff for a period exceeding one (1) year.
- J. All employees shall be afforded a reasonable opportunity to be notified of any job openings or vacancies together with hours of work. Nothing herein shall diminish any rights vested in an employee by tenure and the Statutes of New Jersey.

- K. Whenever an employee successfully bids for a change in position, he/she shall be required to remain in that position for at least six (6) months before bidding for a further change. The only exceptions shall be those bids for a change from night to days for a promotional position, midnights to any shift or if no other employee has bid on the new opening.
- L. Employees who have been reduced in rank or compensation because their job title has been eliminated as a position by the Board of Education shall be placed back in that position if it is reestablished by the Board at any later date.

ARTICLE VI

WORK WEEK and PAYROLL WEEK

- A. Payroll Week shall mean seven (7) eight-hour days from 7:00 a.m. on Monday to 7:00 a.m. on the following Monday. Normal workweek shall mean five (5) eight-hour days from Monday through Friday. Exceptions to normal workweek will be at the high schools, midnight shift, from 10:00 p.m. to 6:30 a.m., which includes Monday through Saturday morning. Exceptions may also be made by the Board to cover contingencies such as snow removal.
- B. The flexible custodial workweek in the high schools and middle schools will be five (5) days including Saturday. Employees on a flexible workweek will work days on Saturday and the afternoon shift on the weekdays.
- C. Assignment to the flexible shift and 10:00 p.m. to 6:30 a.m. midnight shift will be determined utilizing the following selection procedure:
 - 1. First by seeking a qualified volunteer(s) from within the school where the flexible or midnight shift will be utilized;
 - 2. If no qualified volunteers respond in subsection 1., above, the flexible or midnight shift position will be posted district-wide;
 - 3. If there are no qualified volunteers for the position in accordance with subsection 2., above, the Board shall have the right to assign the least senior qualified employee currently working in the building.

Employees on the flexible and midnight shift(s) will be paid the shift differential(s) for all five (5) work days when appropriate.

ARTICLE VII

HOURS OF WORK AND OVERTIME

- A. All employees to whom this Agreement applies will be scheduled to work a forty (40) hour week as defined herein. The workday shall consist of eight (8) hours excluding a one-half hour lunch period, except when school is not in session when the lunch period shall be included within the eight (8) hour day.
- B. Overtime pay shall be one and one-half times base pay. Overtime pay shall apply to hours of authorized work in excess of forty (40) hours actually worked, within a workweek. Sick days on Friday only and deduct days within the work week shall not be deemed hours actually worked. Overtime at double the base pay rate will be paid for authorized time worked on Sundays. Holidays will be paid at double time plus the holiday pay.
- C. For an emergency call-in between midnight and 5:00 a.m., a minimum of two (2) hours' overtime is to be paid at double time. If the call-in occurs between 5:00 a.m. and 6:00 a.m., a minimum of one (1) hour overtime is to be paid at time and a half. For an emergency call-in between 6:00 a.m. and midnight, a minimum of two (2) hours overtime is to be paid at time and one-half.
- D. Overtime shall be authorized in the sole discretion of the Board through the Superintendent or designee.
- E. The Board of Education, through its agents, has the right to determine which shift any employee shall work and to redetermine at any time what hours shall compose any of the shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period, which shall be one-half (1/2) hour.
- F. Shift changes may be made with a minimum of six (6) hours prior notice to the effected employees in emergency situations. When emergency shift changes are made, all hours worked between midnight and 5:00 a.m. will be paid at double time. All hours worked after 5:00 a.m. will be paid at either straight time or time and one half in accordance with the overtime provisions of Article VII, B. The provisions of Article VII, A shall also apply to emergency shift changes.
- G. Employees may be permitted to leave the school building during their lunch period with proper notification to their immediate Supervisor.
- H. All custodians are required to apply for a Black Seal Fireman's/Boiler Operator's License and all custodians who do not currently hold a license shall seek in good faith to obtain such a license. The Board also agrees to pay all yearly renewal of said licenses while employee is employed by the Board. Beginning with the 1985-86 school year, all custodians possessing a Black Seal License will be compensated for same. Any custodian hired after July 1, 1991, must obtain a Black Seal License within eighteen (18) months of the date of hire or their employment will be terminated. Custodians acquiring a Black Seal License after July 1, 1991 will not be compensated for same. Exceptions to this termination provision will be made when either the training course or test is not offered in the Edison area within the required time limit. In the case of exceptions, the employee must take the course and/or test at the next available time.

- I. Floater (custodians without a fixed assignment) custodians may be required to change work shifts on an as needed basis.
- J. All employees must report for emergency snow removal. Employees who do not report for emergency snow removal will not be paid for that day, unless they a) utilize an available vacation day; b) personal day; or c) sick day accompanied by a doctor's note.

ARTICLE VIII

EMPLOYEE REQUIREMENTS

- A. The Board may change the assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider and give preference to the district seniority of an employee provided the employee has the necessary qualifications and will be on notice to the Association and employee.
- B. Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with his/her employment with the Board of Education. In the event an emergency exists, employees are expected to work overtime as assigned by the Supervisor of Facilities. Emergencies shall be defined as any condition that would affect the opening, safety or integrity of the buildings as determined by the Superintendent's Office.

ARTICLE IX

PROBATIONARY PERIODS AND DISCIPLINE

- A. All employees shall be probationary for the first sixty (60) days of initial employment by the Edison Township Board of Education.
- B. A probationary employee may be recommended by the Supervisor of Facilities or Business Administrator to the Superintendent for discipline or dismissal for any justifiable reason. Notification of discipline or dismissal shall include a written statement of reasons for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Such disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- C. Violations of Board policy, rules or regulations shall be just cause for disciplinary action. Tenured or non-tenured employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. In all matters involving the discipline of employees the standards of progressive discipline as recognized by the American Arbitration Association shall be utilized as guidelines for the application of the just cause standard.

However, the standards of progressive discipline as agreed to herein shall not mitigate or supplant the New Jersey Tenure Statutes as currently applied to bargaining unit employees.

- D. If an employee is required to attend a meeting or interview with the Superintendent or a designated representative concerning any matter, which may be disciplinary in nature, said employee shall be given up to two (2) days prior notice, and shall be entitled to have an Association representative present.
- E. Any employee promoted to a new job shall serve a thirty (30) working-day probationary period. If the employee is found to be unsatisfactory, he/she shall be returned to his/her former position with no loss of seniority.
- F. Offers of employment to prospective employees shall be contingent upon satisfactory medical examination by the district Medical Inspector.

ARTICLE X

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 Twenty-Five dollars (\$25) per office visit and Fifty dollars (\$50) per emergency room visit. For supplemental in-network benefits and for out-of-network benefits, the deductibles shall be Three Hundred dollars (\$300) per single and Six Hundred dollars (\$600) per 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 as listed below. Catastrophic amounts are calculated on a calendar year basis:

1 st year	20% of the following: \$3,000 single/\$6,000 family
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b. 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, benefit will increase to 100% of the reasonable and customary amount.

c. 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 Forty dollars (\$40.00) per single plan and One Hundred Twenty dollars (\$120.00) 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

The Board shall provide single and family prescription plan with the following generic/brand name co-pays:

7/1/05 - 6/30/06

\$10/\$20 retail and mail co-pay

There shall be a deductible of Thirty dollars (\$30) per single and One Hundred Twenty dollars (\$120) per family, per year for Prescriptions.

The Board shall provide Single and Family Diabetic Prescription plan with no co-pays for Prescriptions, Supplies, and Equipment.

4. Transplants

The Board shall provide a PPO plan for Transplants at any NJ network Hospital with the capacity of doing so. Under the PPO plan, benefits will also be paid for transplants done at any National Transplant Facility or at any Network Blue Card PPO Facility. (i.e., New York, Delaware, Pennsylvania, etc.)

5. Eligibility

All employees will receive full medical, dental, and prescription coverage for themselves and their dependents, if any, from the first of the month following their date of hire.

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 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. 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.

ARTICLE XI

LEAVES OF ABSENCE

A. SICK LEAVE

1. Each employee shall be entitled to twelve (12) sick days per year. These days shall accumulate if not used.
2. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per N.J.S.A. 18-A:30-1.
3. Upon retirement, under the provisions of PERS or TPAF, members with at least ten (10) years experience in the Edison Township School District will receive payment for sick days earned in the Edison Township School District.
4. Upon leaving the district for any reason other than retirement, members who have completed fifteen (15) years of service in the Edison Township School District will receive payment for sick days accumulated in the Edison Township School District.
5. Payment for unused accumulated sick leave will be for 100% of eligible days at the rate of \$25.00 per day.
6. In the event of an employee's death, the deceased employee, with ten (10) or more years of service, shall receive the rate of \$25.00 per day for their unused accumulated sick days payable within sixty days (60) to the estate of the deceased member.

B. DISABILITY LEAVE

1. The Board shall grant an unpaid leave of absence on the basis of medical certification (statement from the employee's physician confirming the existence of the disabling condition) of up to one (1) year to any tenured employee who has exhausted his/her accumulated sick leave and 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.
2. For the purposes of this Article, "Temporary Disability" will mean one year from the date that unpaid medical leave begins. Medical, dental and prescription coverage will continue for one year after the temporary disability begins. Thereafter, 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.
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 or designee with a statement from a physician of his/her continuing fitness to perform his/her assigned duties. 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.

4. The Board reserves the right to have employees examined by a physician of the Board's choosing at any time prior to granting, during, and upon request to return from a medical leave of absence. In the event that the employee's and the Board's physicians render conflicting opinions, a third opinion will be obtained by a mutually agreed upon physician.
5. The Board shall grant leaves of absence for disability to non-tenured employees under the same terms and conditions as for tenured employees, except that in no case may such leave extend beyond the expiration date of the employee's contract.

C. PERSONAL LEAVE

Each employee may have two (2) personal days' leave each year. Unused personal (P) days will be converted to sick (A) days, and added to the member's accumulated sick leave. Employees may also have a third personal day (E day) with the following stipulation: This day must be taken on a day when schools are not in session, and shall not be accumulative (i.e., cannot be converted to an "A" day). Employees will also have a fourth personal day (E day) with the following stipulation: the day can only be taken on one of the following days, April 10,11,12,13 or June 20 though June 30 provided school is not in session.

D. BEREAVEMENT LEAVE

1. Each employee shall be entitled to five (5) days' leave without the loss of pay for the death of a parent, spouse child, sister or brother.
2. Each employee shall be entitled to four (4) days' leave without the loss of pay for the death of a grandparent, grandchild, mother-in-law or father-in-law.
3. Each employee shall be entitled to a one (1) day leave without the loss of pay for the death of an aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, or spouse's grandparent.
4. In the event of a death of an employee within this Agreement, the Superintendent, or designee shall grant an appropriate number of employees sufficient time off to attend the funeral without the loss of pay.

E. JURY DUTY LEAVE

Employees shall be granted leave for the purpose of serving on County or State jury duty. Employees shall be paid all regular salary during the term of such duty.

All Shifts except midnight shift will serve and be on leave on the day(s) of jury duty. Midnight shift employees will be allowed to report to work the day before jury duty on an earlier shift, 3:00 p.m. – 11:00 p.m., and be on leave the day(s) they serve jury duty. The official notification to serve on jury duty must be provided to the Supervisor of Facilities.

ARTICLE XII

PAID VACATION

A. Vacation Allowance for each employee 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
5 – 10 years	3 weeks
For every year past 10	One day per year up to a maximum of 25 days

- B. 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 district seniority. All employees are required to take at least one (1) week when school is closed. Employees who are entitled to three (3) or more weeks of vacation must take at least one (1) of these weeks during the summer. Any vacation days not taken as specified herein are forfeited. Any other vacation days not taken are also forfeited.
- C. All employees shall be required to work the last full work week in August prior to the opening of the school year.
- D. The vacation schedule for the following school year will be established not later than May 15, provided the employee receives written verification of days allocated. Changes will only be permitted with the approval of the Facilities Manager, Principal, Supervisor of Facilities, and the Superintendent or his/her designee.
- E. An employee leaving the school system shall be paid for vacation time earned but not used. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time.

ARTICLE XIII

HOLIDAYS

- A. The following days shall be paid holidays provided the schools are closed on that day.

Independence Day	New Year's Eve
Labor Day	New Year's Day
Yom Kippur	Martin Luther King's Birthday
Veteran's Day	President's Day
NJEA Convention Day (1)	Good Friday
Thanksgiving Thursday	Memorial Day
Thanksgiving Friday	Rosh Hashanah (1 day)
Christmas Eve	
Christmas Day	

- B. 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. The alternate day will be determined by the Association prior to finalizing the school calendar, and will be on a day that the schools have been scheduled to be closed. The alternate day may be on a Monday or Friday unless there is a scheduling problem. When the schools are open on any of the days listed above, the day will be paid at straight time and the regular overtime provisions of the contract shall apply. For employees who are required to work on the alternate day, that day shall be treated as a holiday within the meaning of Article VII, Section B of this contract.
- C. 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.
- D. Alternate holidays that the Association would like to schedule on Friday or Monday, provided school is closed, will be at the discretion of the Association and Board based on scheduled activity in the schools.

ARTICLE XIV

EMPLOYEE RIGHTS and PRIVILEGES

- A. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location and shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
- B. An employee shall be given, annually, in writing, a copy of his/her evaluation report prepared by his/her supervisor. No such report shall be submitted to the administration, placed in the employee's personnel file, or otherwise acted upon without prior conference with the employee, if requested. No employee shall be required to sign a blank or incomplete evaluation form. Each employee shall have the right to attach an addendum to all written evaluations.
- C. A member shall have the right, upon request, to review personally, the contents of his/her personnel file in the presence of the Supervisor, Principal, or Superintendent. No material derogatory to a member's conduct, service, character, or personality, shall be placed in his/her personnel file unless the member has had an opportunity to review the material. At least once every year a member shall have the right to indicate those documents and/or other materials in the file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy. The member shall also have the right to reproduce and retain photocopies of any and all materials in his/her personnel file. The cost of such copies shall be borne by the member. The official personnel file, which shall be used for disciplinary purposes, shall be kept at the district office.
- D. Whenever an employee is disciplined in writing by the Superintendent or his/her designee, a copy of said notice shall be given to the employee.

ARTICLE XV

ASSOCIATION RIGHTS and PRIVILEGES

- A. Upon the approval of the Superintendent of Schools, or his/her designee, the Association shall have the right to use school buildings for meetings.
- B. The Association shall have the right to use the inter-school mail facilities and school mailboxes.
- C. 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.
- D. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school/facility operations or employee work responsibilities.
- E. The President of the Association will receive copies of all pertinent Board of Education policies. It will be their responsibility to distribute same to all Association members.
- F. The Superintendent may release, without loss of pay, the Association President or his/her designee, and permit him/her to visit any workstation, investigate working conditions, employee complaints and/or problems.

ARTICLE XVI

SAFETY, EQUIPMENT, AND UNIFORMS

A. SAFETY, AND EQUIPMENT

The Board shall provide a telephone at all worksites with ready access to all employees during work hours.

B. UNIFORMS

1. Instead of supplying uniforms, the Board shall provide an annual clothing voucher as follows:

	<u>2005-2006</u>
Custodian	\$600
Maintenance	\$650

2. These items may be purchased: Short/long sleeve shirts, short/long sleeve undershirts, t-shirts, pants, belts, suspenders, steel toe shoes, thermal undergarments, thermal socks, rain gear, insulated coveralls, snow gear, gloves, hats, headgear, jackets, sweatshirts, overshoes, snowshoes, vests, back braces, shoe accessories, shorts (during summertime, at the discretion of the building principal or immediate supervisor). Any clothing not listed, but may be required, may be purchased with the approval of the Supervisor of Facilities.
3. The Superintendent may provide for any special uniform that the vendor cannot supply, not to exceed the annual uniform allowance.
4. All custodians shall wear a gray shirt (long or short sleeve) with embroidered name, black dickie pants and a black belt.
5. All maintenance and grounds persons shall wear a blue shirt (long or short sleeve) with embroidered name, blue dickie pants and a black belt.
6. Employees shall be required to wear steel toe shoes.
7. Any employee who reports for work in a uniform that is not clean, presentable and appropriate will be considered insubordinate and disciplinary action will be taken.
8. Employees shall be required to wear Board issued identification badges whenever the employee is on the payroll. Up to three (3) badges per year will be issued. After three, the employee must buy the badge at a reasonable fee.
9. The purchase of any non-work related articles are the sole responsibility of the employee. Any inappropriate purchase will be subject to reimbursement for cost in full to the Board of Education.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. The Board will reimburse employees for the cost of tuition for any job-related course, workshop, or training session which they may be required to attend. Tuition for any job-related course, workshop or training session which is not required, but approved by the Superintendent or his/her designee, shall be reimbursed at cost not to exceed five hundred dollars (\$500.00) per year. Employees attending any job-related course, workshop or training session approved, but not required will do so during non-working hours or can begin his/her shift at a later time, provided they can complete their work. In the event an employee cannot complete his/her shift, said employee may utilize a vacation or personal day to attend the class.
- B. Employees required by the Superintendent or designee, their building principal or the Supervisor of Facilities, to use their vehicles to travel between work sites and/or on school business shall be compensated at their regular rate of pay for the time involved. Mileage shall be computed at the highest current IRS allowable rate.
- C. Copies of this agreement shall be printed and shall be reproduced at the Board Facility.
- D. Any individual contract or annual salary between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE XVIII

PAYROLL AND DUES PROVISIONS

A. Payment procedure

1. Employees shall be paid in twenty-four (24) equal semi-monthly installments.
2. Paychecks shall be issued on the last working day prior to the fifteenth (15th) of the month and on the last working day prior to the end of the month.
3. When a payday falls on or during a school holiday, school vacation or weekend, employees shall receive their paychecks on the last working day prior to the holiday.
4. The Board shall provide a payroll deduction program for the purchase of United States Savings Bonds.
5. The Board shall provide a voluntary direct-deposit banking program.

B. Representation Fee

1. As to every employee to whom this agreement applies, the Board shall deduct an amount determined annually by the Association per month over the contract year. Said monies shall be remitted to the bona fide employee appointed by the organization. Before any deduction is made, written authorization, consistent with this Article, shall be submitted on behalf of every employee affected, on forms approved by the Board. To assist in the administration of the program, the bona fide employee organization should provide the Secretary of the Board of Education, by July 1 of each year, an alphabetized list of members authorizing payroll deduction, indicating the monthly amount of each member's deduction, based on ten (10) equal monthly deductions.
2. 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, Section 1. above.
3. 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.
4. The amount of the representation shall be designated when the annual dues are designated pursuant to Section 1.

ARTICLE XIX
CUSTODIAN SALARY GUIDE

<u>STEP</u>	<u>2005-2006</u>
1	30,836
1.5	31,398
2	32,005
2.5	32,515
3	33,114
3.5	33,615
4	34,117
4.5	34,618
5	35,123
5.5	35,657
6	39,987
6.5	40,523
7.0	45,142
7.5	50,607

Custodians on step 6 as of 6/30/05 will receive step 7 as of 7/1/05 and receive step 7.5 as of 1/1/06.

ARTICLE XX

MAINTENANCE/GROUNDS SALARY GUIDE

<u>STEP</u>	<u>2005-2006</u>
1	32,121
1.5	32,602
2	33,367
2.5	33,876
3	34,296
3.5	34,785
4	35,274
4.5	35,761
5	36,252
5.5	36,790
6	41,120
6.5	41,660
7.0	45,999
7.5	51,750

Maintenance/Grounds personnel on step 6 as of 6/30/05 will receive step 7 as of 7/1/05 and receive step 7.5 as of 1/1/06.

ARTICLE XXI

MAINTENANCE/GROUNDS HELPERS SALARY GUIDE

<u>STEP</u>	<u>2005-2006</u>
1	26,210
1.5	26,687
2	27,204
2.5	27,637
3	28,147
3.5	28,573
4	28,999
4.5	29,426
5	29,854
5.5	30,309
6	33,988
6.5	34,444
7.0	38,371
7.5	43,016

It is understood that any current ETCMA employee that applies for any of these three positions will receive 85% of their current step salary and not begin at step one of this guide.

ARTICLE XXII

SALARY DIFFERENTIALS

A. LONGEVITY

<u>Years of service</u>	<u>2005-2006</u>
6 Years	285
10 Years	962
15 Years	1,461
20 Years	1,977
25 Years	2,480

The above amounts represent the total longevity payment and are not cumulative. Longevity payments shall be added to the employees base wage on July 1st following completion of the required years of service.

B. BLACK SEAL

\$500.00 per year provided the employee was hired prior to July 1, 1991.

C. SHIFT DIFFERENTIALS

Nightshift is defined as any shift beginning at 3:00 p.m. or later.

1. All middle/high school night/midnight persons in charge (with Black Seal License) shall receive the following hourly differential:

2005-2006 .95

2. All night shift persons shall receive a shift differential per hour as shown below:

2005-2006 .72

3. Day Lead Person substitute, Foreman, and Night Lead Person shall receive compensation at the higher rate beginning on the first working day of the assignment.

4. Shift differentials shall be paid for paid holidays that occur when the employee is on the night shift. Floaters, as defined in Article VII. I., shall be paid the shift differential from September 1st through June 30th.

5. MAINTENANCE AND GROUNDS

	<u>2005-2006</u>
Tool Person & Painter	3,114
Crew Leader (Grounds)	2,219
Crew Leader (Stadium)	2,219
Warehouseman/Inventory Control	2,219
Pesticide Applicator's License	2,219

D. MILITARY SERVICE

Veterans of the United States Armed Forces, honorably discharged, are eligible to receive up to four (4) years' credit on the salary guide over and above the base starting salary. N.J.S.A. 18A: 29-11

E. STEP ADVANCEMENT

Step advancement must be earned through time on active payroll or workman's compensation. Active payroll shall be defined as any time in which an employee is being paid, i.e., on duty, sick time, vacation time, etc.

1. A full step advancement will be credited if any employee is on active payroll for ten (10) months or more. Must have received pay for at least two hundred sixteen (216) days of the fiscal year in order to qualify for a full step increment.
2. A half step advancement will be credited if any employee is on active payroll for six (6) months or more but less than ten (10) months. Must have received pay for at least one hundred thirty (130) days of the fiscal year in order to qualify for a half step increment.
3. Any employee who is on active payroll for less than six (6), less than one hundred thirty (130) days of the fiscal year, shall receive no step increment for the next year.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall become effective the first day of July 2005, and shall remain in effect until midnight of June 30, 2006, or until a successor agreement has been properly negotiated. This agreement has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this agreement is null and void.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed, this _____ day of _____, 2006.

THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE
TOWNSHIP OF EDISON, IN THE
COUNTY OF MIDDLESEX

NJEA - EDISON TOWNSHIP
CUSTODIANS
AND
MAINTENANCE ASSOCIATION, INC.

ATTEST:

ATTEST:

President

President

Secretary

Secretary

DATE: _____

DATE: _____