# **AGREEMENT**

for

# **NON-CERTIFICATED EMPLOYEES**

between

BOARD OF EDUCATION EDISON TOWNSHIP NEW JERSEY

and

EDISON TOWNSHIP EDUCATION ASSOCIATION

July 01, 2017 - June 30, 2020

#### **PREAMBLE**

This Agreement signed this \_\_\_\_\_th day of April, 2018, 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

#### 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, teacher aides, administrative secretaries, school secretaries, clerical aides, security officers, registered nurses, licensed practical nurses, and excluding all other employees.

#### A. 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.
- Administrative Secretaries are all secretarial and clerical personnel in the Central Office, Adult Education, Enrollment Center, Maintenance and Transportation, with the exception of any Class III secretary and clerical aides.

# 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 teachers' 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, scatter grams, 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.
- 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 Employees who are party to this Agreement acknowledge their obligation to review and familiarize themselves with all Board of Education policies.
- 2. All Board of Education policies are posted on the district website <a href="http://www.edison.k12.nj.us/Page/514">http://www.edison.k12.nj.us/Page/514</a>.
- 3. Board of Education Policies and Regulations and any revisions will be sent to the Association Office.
- 4. The Staff shall be notified of all new and / or revised policies and regulations in a timely manner via school e-mail.

#### ARTICLE IV

#### **GRIEVANCE PROCEDURE**

#### A. Definition

A grievance is a claim by an employee (or a group of employee's similarly situated, or the Association) that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting employee's terms and conditions of employment.

#### B. Purpose

- 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. Pre-Grievance Intervention
  - a. An employee, who has a concern/problem/issue that is based on contractual language, or Board policy or procedures, or an administrative decision, should

first arrange an appointment with the principal or immediate supervisor involved, to discuss the matter. The aggrieved employee may choose to have the Association's designated representative discuss the grievance in question. The discussion should commence no later than ten (10) school calendar days after the concern/problem/issue became known.

- 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 evaluation, and/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 pre-grievance conference is meant to be informal in nature. The concern/problem/ issue should be clearly presented, and possible solutions or suggestions to address the concern may be offered by the aggrieved employee. Every effort should be made to consider all possible 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.

#### 2. Level I:

If the concern/problem/issue is not resolved satisfactorily through the Pre-Grievance Intervention, then the aggrieved employee may move to the Level I grievance procedure. The procedure will be as follows:

- a. A formal written grievance shall be filed with the principal or immediate supervisor by the aggrieved employee or the Association representative. The grievance must be filed within twenty (20) calendar days after the concern/problem occurs. A grievance may not be filed by the ETEA later than six (6) months after the occurrence of the concern/problem regardless of when the employee became aware of the concern/problem.
- b. A Level I grievance must, at the least, specify the following information: (1) the date of the event or action being grieved; (2) the date the grievance is filed; (3) the specific provisions of the contract or specific board policies allegedly violated, and/or administrative decision(s) affecting the terms and conditions of employment; (4) the manner in which same have been violated; and, (5) the remedy sought. The grievant must attach, to the Level I grievance, documentation supporting the grievance.
- c. A conference will be held between the principal/supervisor, the aggrieved employee, and the Association representative in an effort to address the aggrieved employee's concerns.
- d. The response of the principal/supervisor will be communicated in writing to the aggrieved employee, the Association representative, and the Association Office within ten (10) school days after the conference has been held.

#### 3. Level II:

If the response of the principal/supervisor is not acceptable to the aggrieved employee and/or the Association, within twenty (20) school days after the level I decision is

rendered, the Grievance Committee may refer the grievance to the Superintendent of Schools. The Superintendent, or his/her designee, will confer with the President and/or Grievance Chairperson of the Association, and if deemed necessary by the Superintendent, the aggrieved employee. A decision, in writing, shall be delivered within ten (10) school days to the aggrieved employee and the Association office.

#### 4. Level III:

- a. If the Grievance Committee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Grievance Committee and/or an official designee(s) of the Association may refer the grievance to the Board of Education within ten (10) school days. The Board may, in its discretion, conduct a hearing within thirty (30) school days of the Board's receipt of the grievance. The Board shall render its decision, in writing, within thirty (30) 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 Association office and the Superintendent of Schools.
- b. If requested by the Association, an opportunity to present any, or all, Level III grievances for up to twenty (20) minutes per grievance shall be availed the Association President, and/or the Association Grievance Chairperson.
- c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.

#### 5. Level IV: Arbitration

If the Association is not satisfied with the decision of the Board, the Association may appeal the decision to binding arbitration. Notice of a demand for binding arbitration shall be filed with the Public Employment Relations Commission within thirty (30) calendar days of the last appropriate date for a decision to be rendered by the Board with a copy of such notice to be sent to the Board.

- (a) The parties will arrange to have arbitration meetings at mutually agreed upon sites in Edison Township.
- (b) The arbitrator shall be without power or authority to make awards contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.
- (c) The award of the arbitration shall be binding. To the extent permitted by law, only the Board and the Association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's ruling.
- (d) The arbitrator's fee shall be shared equally by the Board and the Association.
- (e) The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator.
- (f) The Association agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the arbitrator.

- 6. Communications
  - Within ten (10) school days after the final resolution, whether at Level III or IV, the final resolution shall be communicated in writing to all appropriate administrative/supervisory personnel.
- 7. 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.

# D. Rights of Employees to Representation

- 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.
- No reprisals of any kind shall be taken by the Board, or by any member of the administration, against any party in interest, any Association Representative, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

- 1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of employees in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level II. The Grievance 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 I, II, and III shall be communicated in writing, on forms previously adopted (see 5. below), and any denial shall specify the reasons/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the Association, Attn: Grievance 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 Board, shall be made available for appearance at any arbitration, grievance or P.E.R.C. 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 <u>N.J.S.A.</u> 34:13A-1 et. <u>Seq.</u>, 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 <u>N.J.S.A.</u> 34:13A-1 et. <u>Seq.</u>, 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

- 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 pursuant to N.J.S.A. 34:13a-29, et seq. 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 all available information that is a matter of public record.

# B. Release 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 or hearings arising from the grievance procedure, conferences or meetings, he/she will suffer no loss in pay, and shall receive release time. 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 with staff during the staff's free time on school property at all reasonable times with notification to the principal and/or Superintendent by signing in at the main office of the respective school or board of education building, provided that doing so shall not interfere with or interrupt normal school operations.

#### D. Use of School Buildings

Upon approval of the Superintendent and/or principal, the Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

#### 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 incidental 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 upon request.

#### G. Mail Facilities and Mailboxes

The Association shall have the right to use the inter-school mail facilities, school mailboxes and district e-mail as it deems necessary. The district courier will pick up and deliver mail once per day to the Association office.

# 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.

# J. Release Time for Association Representatives

- 1. There will be a duty-free schedule (except homeroom) for all Association officers and all duly elected Association head representatives as follows: two (2) at each high school, one (1) at each middle school, and one (1) at each elementary school.
- 2. At the middle school, the Head Building Association Representative will have a duty-free schedule. However, when the duty is a team meeting, the Association Representative will be permitted to be excused a minimum of two (2) meetings per week for Association-related business. If necessary and with administrative approval, additional time may be granted; in addition, the middle school Association Representative will be exempt from a homeroom or bus supervision assignment.
- 3. At the elementary level, the Head Building Association Representative will not be assigned bus supervision or duty assignment.
- 4. If a non-certificated employee holds the position of Head Building Representative the employee shall receive an additional 15 minute break (daily) to conduct association business.
- 5. A total of thirty (30) days per three-year contract without loss of pay shall be granted to the Association for use by any of its officers or authorized representatives to attend conventions, conferences, institutes, hearings, meetings, or other events that pertain to Association business. No one representative shall be permitted to use more than four (4) Association days per contract year. Prior notification of these days shall be made to the Superintendent by the Association President.

#### ARTICLE VII

# **EMPLOYMENT**

# A. Common Unit Language

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, Teacher Aides, Paraprofessionals, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

- a. 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.
- b. Effective July 1, 2012, tenure for all new employees hired on or after July 1, 2012 shall be acquired after employment in the district for five (5) consecutive calendar years, or as governed by law.
- 2. Probationary Period—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Secretaries, Teacher Aides, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.
  - a. 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 Addes, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.
  - a. Seniority shall be defined as service to the school district as a member of the bargaining unit.
  - b. Seniority shall not be accumulated during the period of layoff. Upon recall, employees shall have their accumulated seniority restored to the date of layoff.
  - c. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
  - d. 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. Secretaries hold bumping rights only within the classification in which they are currently or have previously been employed. Example: A class IIIb secretary with seven years of seniority does not have bumping rights over a class III secretary with 3 years seniority unless the IIIb secretary had been previously employed as a class III secretary.

# 4. Step Increment Credit

- a. 10-month employees—Attendance Investigators, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretary II, Secretary III, Secretary III-B, Registered Nurses, and Licensed Practical Nurses: Personnel cited above who are on the payroll for 50% of their work days plus one day shall receive a full-step increment on the salary guide. Staff members who work 50% or less of their work days shall receive no step increment on the salary guide.
- b. 12-month employees—Administrative Secretaries, Secretary I, Clerical Aides and Security Officers: Personnel cited above who are on the payroll for 50% of their work days plus one day shall receive a full-step increment on the salary guide. Staff members who work 50% or less of their work days shall receive no step increment on the salary guide.
- 5. Resignation Notice—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, 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, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.
  - a. 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. The Board will pay the full cost of tuition for any state-required certification/recertification programs for security guards.

## B. Specific Unit Language

This 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 while the attendance investigator or security officer was acting in the discharge of his/her duties within the scope of his/her employment with approval of the Principal and Superintendent. Reimbursements for clothing or uniforms made under these circumstances shall be in addition to, and not covered by, the annual clothing allowance cited in subparagraph c. below.
  - b. Reimbursement for Mileage: Security officers shall receive the maximum mileage rate per mile permitted under NJ Statute.
  - c. Clothing Allowance: Security Officers are required to wear a uniform while on duty, which consist of a yellow shirt with the embroidered lettering 'Edison Board of Education Security' on the left front, black pants, black shoes and have their District ID and badge. In addition, they are to wear cold weather gear and protective safety gear as necessary. Badges will be worn on the outside of all cold weather jackets.
    - The Security Officers will receive their \$725 clothing allowance in the form of a separate pay check, in which only mandated federal and state taxes will be deducted.
    - ii. The Security Officers will be responsible for purchasing their uniforms individually and will be disciplined in accordance with the collective bargaining agreement, if and when they are not in uniform.
  - d. Reimbursement for mileage: Attendance Investigators are not eligible for mileage reimbursements.
  - 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 seven hundred fifty dollars (\$2,750.00) 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. Auto Insurance Differential The Board shall provide a \$200.00 annual payment to each attendance investigator to offset the estimated increase in their vehicle insurance premiums due to the business use of their vehicle.
- 2. Library Aides and Library Assistants
  - 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 except in emergency situations.

b. Employment Criteria: Members assigned to the school libraries shall be designated as library assistants if the member has sixty (60) college credits or more and has successfully completed a Library Assistant Training program at an accredited institution. Members assigned to the school libraries who have not met these requirements shall be designated as library aides.

# 3. Paraprofessionals/Teacher Aides

- a. <u>Notification of Employment</u>: The Board agrees to notify employees prior to the close of the school year as to their employment status and anticipated location for the succeeding school year.
  - i. Building location and specific assignment shall be confirmed no later than one week prior to the start of the school year.
  - ii. Building location and specific assignment shall be subject to change due to district needs.
- b. Employment Criteria: Paraprofessionals shall have acquired 60 college credits or an AA. Teacher aides are required to have a minimum of a high school diploma.

# c. Assignment:

- Assignment of a paraprofessional/teacher aide to a specific school shall be confirmed no later than one (1) week prior to the start of the school year.
- ii. Assignment of a teacher aide will be determined by district needs.
- iii. 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.
- d. <u>Seniority</u>: In making seniority determinations, the following procedures shall be used:
  - i. Paraprofessionals and teacher aides shall be granted seniority which shall include all continuous (or RIF) time served as a paraprofessional or teacher aide in the Edison schools.
  - ii. In making paraprofessional and teacher aide assignments for each school year, the member's total seniority will be considered.

- e. <u>Facilities:</u> Paraprofessionals and Teacher Aides will be provided with adequate storage space or a file cabinet, and a full-sized chair in their classrooms.
- f. <u>Traveling Paraprofessionals</u>: Paraprofessionals and Teacher Aides who are assigned to more than one (1) school shall be given a minimum of forty (40) minutes or the equivalent of one (1) instructional period for inter-school travel time, except within the James Madison Complex.
- g. <u>Mileage Allowance</u>: When paraprofessionals/teacher 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 NJ statute.

#### 4. Secretary Employment

# a. Secretarial Classifications:

**Administrative Secretary** - Secretarial and clerical aides in the Central Office, Adult Education, Enrollment Center, Maintenance and Transportation, with the exception of personnel classified as Exempt, and any Class III secretary.

**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:

- i. 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.
- ii. 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. <u>Stipends</u>: In each year of this agreement, the following additional pensionable compensation shall be given to the positions indicated below:

- i. High school head secretaries \$1,000
- ii. Middle school head secretaries \$1,000
- iii. Elementary school head secretaries \$1,000
- iv. Administrative Secretary Health Benefits \$5,000.00

# 5. Registered Nurses/Licensed Practical Nurses

- a. Certification: Registered nurse certification from the State of New Jersey is required.
- b. The Board will pay the full cost for the renewal of active RN/LPN licensure for any Registered Nurses / Licensed Practical Nurses who have been employed by the Board for at least one (1) entire school year. Any Registered Nurse / Licensed Practical Nurse who has his / her licensure renewed at the Board's cost must stay in his / her position of employment with the Board for at least one (1) entire school year thereafter or be responsible for refunding the Board for all costs associated with the renewal of their RN/LPN licensure. Any employee who is terminated or non-renewed will not be responsible to refund the Board for their licensure.

# C. Salary Guides

<u>Half-Step Increments</u>: Each salary guide includes half-steps which are calculated midpoint between two full steps as applicable to those hired prior to July 1, 2012.

ADMINISTRATIVE SECRETARIES			
STEP	2017-18	2018-19	2019-20
1	\$45,396	\$45,396	\$45,396
1.5	\$45,589	\$45,589	\$45,589
2	\$45,783	\$45,783	\$45,783
2.5	\$45,976	\$45,976	\$45,976
3	\$46,168	\$46,168	\$46,168
3.5	\$46,320	\$46,320	\$46,320
4	\$46,472	\$46,472	\$46,472
4.5	\$47,071	\$47,071	\$47,071
5	\$47,670	\$47,670	\$47,670
5.5	\$48,564	\$48,564	\$48,564
6	\$49,458	\$49,458	\$49,458
6.5	\$51,004	\$51,004	\$51,004

7	\$52,550	\$52,550	\$52,550
7.5	\$53,143	\$53,143	\$53,143
8	\$53,736	\$53,736	\$53,736
8.5	\$54,205	\$54,205	\$54,205
9	\$54,673	\$54,673	\$54,673
9.5	\$55,220	\$55,220	\$55,220
10	\$55,766	\$55,766	\$55,766
10.5	\$56,178	\$56,178	\$56,178
11	\$56,589	\$56,589	\$56,589
11.5	\$56,933	\$56,933	\$56,933
12	\$57,277	\$57,277	\$57,277
12.5	\$57,479	\$57,479	\$57,479
13	\$57,681	\$57,681	\$57,681
13.5	\$57,803	\$57,803	\$57,803
14	\$57,926	\$57,926	\$57,926
14.5	\$58,119	\$58,119	\$58,119
15	\$58,311	\$58,311	\$58,311
15.5	\$58,361	\$58,361	\$58,361
16	\$58,410	\$58,410	\$58,410
16.5	\$58,460	\$58,460	\$58,460
17	\$58,509	\$58,509	\$58,509
17.5	\$58,630	\$58,630	\$58,630
18	\$58,750	\$58,750	\$58,750
18.5	\$58,945	\$58,945	\$58,945
19	\$59,141	\$59,141	\$59,141
19.5	\$59,336	\$59,336	\$59,336
20	\$59,531	\$59,531	\$59,531
20.5	\$59,654	\$59,654	\$59,654
21	\$59,776	\$59,776	\$59,776
21.5	\$59,898	\$59,898	\$59,898
22	\$60,019	\$60,019	\$60,019

22.5	\$60,142	\$60,142	\$60,142
23	\$60,265	\$60,265	\$60,265
23.5	\$60,312	\$60,312	\$60,312
24	\$60,359	\$60,359	\$60,359
24.5	\$61,037	\$61,037	\$61,037
25	\$62,333	\$62,956	\$63,901

	CLERI	CAL AIDES	
STEP	2017-18	2018-19	2019-20
1	\$28,315	\$28,315	\$28,315
1.5	\$28,468	\$28,468	\$28,468
2	\$28,621	\$28,621	\$28,621
2.5	\$29,473	\$29,473	\$29,473
3	\$30,325	\$30,325	\$30,325
3.5	\$32,127	\$32,127	\$32,127
4	\$33,929	\$33,929	\$33,929
4.5	\$34,402	\$34,402	\$34,402
5	\$34,876	\$34,876	\$34,876
5.5	\$35,940	\$35,940	\$35,940
6	\$37,003	\$37,003	\$37,003
6.5	\$37,373	\$37,373	\$37,373
7	\$37,744	\$37,744	\$37,744
7.5	\$38,121	\$38,121	\$38,121
8	\$38,499	\$38,499	\$38,499
8.5	\$38,884	\$38,884	\$38,884
9	\$39,269	\$39,269	\$39,269
9.5	\$39,876	\$39,876	\$39,876
10	\$40,483	\$40,483	\$40,483
10.5	\$41,342	\$41,342	\$41,342
11	\$42,201	\$42,201	\$42,201
11.5	\$42,777	\$42,777	\$42,777

40	<b>#40.050</b>	<b>#40.050</b>	<b>*</b> 40.050
12	\$43,353	\$43,353	\$43,353
12.5	\$43,786	\$43,786	\$43,786
13	\$44,220	\$44,220	\$44,220
13.5	\$44,662	\$44,662	\$44,662
14	\$45,104	\$45,104	\$45,104
14.5	\$45,551	\$45,551	\$45,551
15	\$45,999	\$45,999	\$45,999
15.5	\$46,453	\$46,453	\$46,453
16	\$46,907	\$46,907	\$46,907
16.5	\$48,090	\$48,090	\$48,090
17	\$49,272	\$49,272	\$49,272
17.5	\$49,764	\$49,764	\$49,764
18	\$50,257	\$50,257	\$50,257
18.5	\$50,760	\$50,760	\$50,760
19	\$51,262	\$51,262	\$51,262
19.5	\$53,357	\$53,357	\$53,357
20	\$55,451	\$55,451	\$55,451

	CLASSIS	SECRETARIES	
STEP	2017-18	2018-19	2019-20
1	\$40,703	\$40,703	\$40,703
2	\$41,156	\$41,156	\$41,156
3	\$42,614	\$42,614	\$42,614
4	\$44,747	\$44,747	\$44,747
5	\$48,017	\$48,017	\$48,017
6	\$51,059	\$51,059	\$51,059
7	\$53,110	\$53,110	\$53,110
8	\$54,172	\$54,172	\$54,172
9	\$54,294	\$54,294	\$54,294
10	\$54,511	\$54,511	\$54,511
11	\$54,730	\$54,730	\$54,730

12	\$54,947	\$54,947	\$54,947
13	\$55,718	\$55,718	\$55,718
14	\$55,939	\$55,939	\$55,939
15	\$56,161	\$56,161	\$56,161
16	\$56,382	\$56,382	\$56,382
17	\$56,605	\$56,605	\$56,605
18	\$56,825	\$56,825	\$56,825
19	\$57,044	\$57,044	\$57,044
20	\$57,309	\$57,309	\$57,309
21	\$57,485	\$57,485	\$57,485
22	\$57,704	\$57,704	\$57,704
23	\$57,925	\$57,925	\$57,925
24	\$58,145	\$58,145	\$58,145
25	\$59,829	\$60,428	\$61,334

CLASS II SECRETARIES			
STEP	2017-18	2018-19	2019-20
1	\$37,081	\$37,081	\$37,081
2	\$37,458	\$37,458	\$37,458
3	\$38,968	\$38,968	\$38,968
4	\$41,343	\$41,343	\$41,343
5	\$47,869	\$47,869	\$47,869
6	\$48,344	\$48,344	\$48,344
7	\$49,557	\$49,557	\$49,557
8	\$50,296	\$50,296	\$50,296
9	\$51,021	\$51,021	\$51,021
10	\$51,244	\$51,244	\$51,244
11	\$51,772	\$51,772	\$51,772
12	\$51,942	\$51,942	\$51,942
13	\$52,166	\$52,166	\$52,166
14	\$52,387	\$52,387	\$52,387
15	\$52,499	\$52,499	\$52,499
16	\$52,830	\$52,830	\$52,830

17	\$53,052	\$53,052	\$53,052
18	\$53,306	\$53,306	\$53,306
19	\$53,494	\$53,494	\$53,494
20	\$53,714	\$53,714	\$53,714
21	\$53,938	\$53,938	\$53,938
22	\$54,160	\$54,160	\$54,160
23	\$54,381	\$54,381	\$54,381
24	\$54,602	\$54,602	\$54,602
25	\$55,763	\$56,321	\$57,166

CLASS III SECRETARIES			
STEP	2017-18	2018-19	2019-20
1	\$36,034	\$36,034	\$36,034
1.5	\$36,297	\$36,297	\$36,297
2	\$36,561	\$36,561	\$36,561
2.5	\$37,148	\$37,148	\$37,148
3	\$37,735	\$37,735	\$37,735
3.5	\$38,869	\$38,869	\$38,869
4	\$40,003	\$40,003	\$40,003
4.5	\$42,350	\$42,350	\$42,350
5	\$44,697	\$44,697	\$44,697
5.5	\$45,669	\$45,669	\$45,669
6	\$46,641	\$46,641	\$46,641
6.5	\$47,623	\$47,623	\$47,623
7	\$48,604	\$48,604	\$48,604
7.5	\$49,090	\$49,090	\$49,090
8	\$49,576	\$49,576	\$49,576
8.5	\$49,936	\$49,936	\$49,936
9	\$50,295	\$50,295	\$50,295
9.5	\$50,406	\$50,406	\$50,406
10	\$50,517	\$50,517	\$50,517
10.5	\$50,627	\$50,627	\$50,627

11	\$50,738	\$50,738	\$50,738
11.5	\$50,913	\$50,913	\$50,913
12	\$51,087	\$51,087	\$51,087
12.5	\$51,198	\$51,198	\$51,198
13	\$51,309	\$51,309	\$51,309
13.5	\$51,421	\$51,421	\$51,421
14	\$51,532	\$51,532	\$51,532
14.5	\$51,643	\$51,643	\$51,643
15	\$51,754	\$51,754	\$51,754
15.5	\$51,865	\$51,865	\$51,865
16	\$51,976	\$51,976	\$51,976
16.5	\$52,087	\$52,087	\$52,087
17	\$52,198	\$52,198	\$52,198
17.5	\$52,309	\$52,309	\$52,309
18	\$52,420	\$52,420	\$52,420
18.5	\$52,531	\$52,531	\$52,531
19	\$52,643	\$52,643	\$52,643
19.5	\$52,754	\$52,754	\$52,754
20	\$52,865	\$52,865	\$52,865
20.5	\$52,975	\$52,975	\$52,975
21	\$53,086	\$53,086	\$53,086
21.5	\$53,197	\$53,197	\$53,197
22	\$53,308	\$53,308	\$53,308
22.5	\$53,419	\$53,419	\$53,419
23	\$53,530	\$53,530	\$53,530
23.5	\$53,642	\$53,642	\$53,642
24	\$53,753	\$53,753	\$53,753
24.5	\$54,265	\$54,265	\$54,265
25	\$55,325	\$55,878	\$56,716

CLASS III-B SECRETARIES			
STEP	2017-18	2018-19	2019-20
1	\$32,806	\$32,806	\$32,806
1.5	\$32,969	\$32,969	\$32,969
2	\$33,131	\$33,131	\$33,131
2.5	\$33,730	\$33,730	\$33,730
3	\$34,329	\$34,329	\$34,329
3.5	\$35,346	\$35,346	\$35,346
4	\$36,363	\$36,363	\$36,363
4.5	\$37,916	\$37,916	\$37,916
5	\$39,469	\$39,469	\$39,469
5.5	\$40,399	\$40,399	\$40,399
6	\$41,329	\$41,329	\$41,329
6.5	\$42,267	\$42,267	\$42,267
7	\$43,206	\$43,206	\$43,206
7.5	\$44,153	\$44,153	\$44,153
8	\$45,101	\$45,101	\$45,101
8.5	\$45,437	\$45,437	\$45,437
9	\$45,773	\$45,773	\$45,773
9.5	\$45,883	\$45,883	\$45,883
10	\$45,993	\$45,993	\$45,993
10.5	\$46,104	\$46,104	\$46,104
11	\$46,214	\$46,214	\$46,214
11.5	\$46,324	\$46,324	\$46,324
12	\$46,434	\$46,434	\$46,434
12.5	\$46,544	\$46,544	\$46,544
13	\$46,654	\$46,654	\$46,654
13.5	\$46,765	\$46,765	\$46,765
14	\$46,875	\$46,875	\$46,875
14.5	\$47,044	\$47,044	\$47,044
15	\$47,212	\$47,212	\$47,212

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15.5	\$47,323	\$47,323	\$47,323
16	\$47,434	\$47,434	\$47,434
16.5	\$47,545	\$47,545	\$47,545
17	\$47,656	\$47,656	\$47,656
17.5	\$47,767	\$47,767	\$47,767
18	\$47,877	\$47,877	\$47,877
18.5	\$47,987	\$47,987	\$47,987
19	\$48,097	\$48,097	\$48,097
19.5	\$48,267	\$48,267	\$48,267
20	\$48,438	\$48,438	\$48,438
20.5	\$48,549	\$48,549	\$48,549
21	\$48,660	\$48,660	\$48,660
21.5	\$48,771	\$48,771	\$48,771
22	\$48,883	\$48,883	\$48,883
22.5	\$48,993	\$48,993	\$48,993
23	\$49,104	\$49,104	\$49,104
23.5	\$49,214	\$49,214	\$49,214
24	\$49,324	\$49,324	\$49,324
24.5	\$49,768	\$49,768	\$49,768
25	\$50,211	\$50,211	\$50,211

ATTENDANCE INVESTIGATORS				
STEP	2017-18	2018-19	2019-20	
1	\$39,678	\$39,678	\$39,678	
2	\$40,260	\$40,260	\$40,260	
3	\$41,522	\$41,522	\$41,522	
4	\$43,286	\$43,286	\$43,286	
5	\$46,464	\$46,464	\$46,464	
6	\$48,484	\$48,484	\$48,484	
7	\$50,524	\$50,524	\$50,524	
8	\$52,585	\$52,585	\$52,585	

	1		
9	\$53,613	\$53,613	\$53,613
10	\$54,034	\$54,034	\$54,034
11	\$54,254	\$54,254	\$54,254
12	\$55,020	\$55,020	\$55,020
13	\$55,242	\$55,242	\$55,242
14	\$55,463	\$55,463	\$55,463
15	\$55,685	\$55,685	\$55,685
16	\$55,907	\$55,907	\$55,907
17	\$56,127	\$56,127	\$56,127
18	\$56,350	\$56,350	\$56,350
19	\$56,571	\$56,571	\$56,571
20	\$56,792	\$56,792	\$56,792
21	\$57,297	\$57,297	\$57,297
22	\$57,236	\$57,236	\$57,236
23	\$57,458	\$57,458	\$57,458
24	\$57,680	\$57,680	\$57,680
25	\$58,565	\$58,565	\$58,565

LIBRARY AIDES				
STEP	2017-18	2018-19	2019-20	
1	\$18,872	\$18,872	\$18,872	
2	\$19,176	\$19,176	\$19,176	
3	\$19,932	\$19,932	\$19,932	
4	\$21,248	\$21,248	\$21,248	
5	\$22,906	\$22,906	\$22,906	
6	\$24,170	\$24,170	\$24,170	
7	\$25,137	\$25,137	\$25,137	
8	\$26,020	\$26,020	\$26,020	
9	\$26,397	\$26,397	\$26,397	
10	\$26,650	\$26,650	\$26,650	
11	\$26,822	\$26,822	\$26,822	

12	\$27,045	\$27,045	\$27,045
13	\$27,268	\$27,268	\$27,268
14	\$27,492	\$27,492	\$27,492
15	\$27,714	\$27,714	\$27,714
16	\$27,939	\$27,939	\$27,939
17	\$28,162	\$28,162	\$28,162
18	\$28,387	\$28,387	\$28,387
19	\$28,555	\$28,555	\$28,555
20	\$28,724	\$28,724	\$28,724
21	\$28,894	\$28,894	\$28,894
22	\$29,063	\$29,063	\$29,063
23	\$29,234	\$29,234	\$29,234
24	\$29,400	\$29,400	\$29,400
25	\$30,396	\$30,846	\$31,296

LIBRARY ASSISTANTS			
STEP	2017-18	2018-19	2019-20
1	\$26,655	\$26,655	\$26,655
2	\$27,191	\$27,191	\$27,191
3	\$27,876	\$27,876	\$27,876
4	\$29,552	\$29,552	\$29,552
5	\$34,510	\$34,510	\$34,510
6	\$36,236	\$36,236	\$36,236
7	\$37,685	\$37,685	\$37,685
8	\$38,816	\$38,816	\$38,816
9	\$39,004	\$39,004	\$39,004
10	\$39,190	\$39,190	\$39,190
11	\$39,380	\$39,380	\$39,380
12	\$39,568	\$39,568	\$39,568
13	\$39,755	\$39,755	\$39,755
14	\$39,944	\$39,944	\$39,944

15	\$40,131	\$40,131	\$40,131
16	\$40,319	\$40,319	\$40,319
17	\$40,509	\$40,509	\$40,509
18	\$40,697	\$40,697	\$40,697
19	\$40,885	\$40,885	\$40,885
20	\$41,072	\$41,072	\$41,072
21	\$41,259	\$41,259	\$41,259
22	\$41,447	\$41,447	\$41,447
23	\$41,634	\$41,634	\$41,634
24	\$41,823	\$41,823	\$41,823
25	\$42,012	\$42,012	\$42,012

REGISTERED NURSES			
STEP	2017-18	2018-19	2019-20
1	\$37,081	\$37,081	\$37,081
2	\$37,273	\$37,273	\$37,273
3	\$38,582	\$38,582	\$38,582
4	\$40,933	\$40,933	\$40,933
5	\$47,395	\$47,395	\$47,395
6	\$48,585	\$48,585	\$48,585
7	\$49,433	\$49,433	\$49,433
8	\$50,448	\$50,448	\$50,448
9	\$51,023	\$51,023	\$51,023
10	\$51,499	\$51,499	\$51,499
11	\$51,772	\$51,772	\$51,772
12	\$51,685	\$51,685	\$51,685
13	\$51,908	\$51,908	\$51,908
14	\$52,127	\$52,127	\$52,127
15	\$52,347	\$52,347	\$52,347
16	\$52,567	\$52,567	\$52,567
17	\$52,920	\$52,920	\$52,920

18	\$53,042	\$53,042	\$53,042
19	\$53,228	\$53,228	\$53,228
20	\$53,448	\$53,448	\$53,448
21	\$53,671	\$53,671	\$53,671
22	\$53,757	\$53,757	\$53,757
23	\$54,381	\$54,381	\$54,381
24	\$54,587	\$54,587	\$54,587
25	\$55,140	\$55,140	\$55,140

LICENSED PRACTICAL NURSES			
STEP	2017-18	2018-19	2019-20
1	\$26,523	\$26,523	\$26,523
2	\$27,080	\$27,080	\$27,080
3	\$29,063	\$29,063	\$29,063
4	\$30,606	\$30,606	\$30,606
5	\$31,453	\$31,453	\$31,453
6	\$32,134	\$32,134	\$32,134
7	\$32,777	\$32,777	\$32,777
8	\$33,432	\$33,432	\$33,432
9	\$35,237	\$35,237	\$35,237
10	\$35,943	\$35,943	\$35,943
11	\$36,661	\$36,661	\$36,661
12	\$37,406	\$37,406	\$37,406
13	\$38,154	\$38,154	\$38,154
14	\$40,097	\$40,097	\$40,097
15	\$43,953	\$44,503	\$45,053

PARAPROFESSIONALS			
STEP	2017-18	2018-19	2019-20
1	\$18,005	\$18,005	\$18,005

1			
1.5	\$18,117	\$18,117	\$18,117
2	\$18,230	\$18,230	\$18,230
2.5	\$18,568	\$18,568	\$18,568
3	\$18,907	\$18,907	\$18,907
3.5	\$19,951	\$19,951	\$19,951
4	\$20,995	\$20,995	\$20,995
4.5	\$21,547	\$21,547	\$21,547
5	\$22,099	\$22,099	\$22,099
5.5	\$22,599	\$22,599	\$22,599
6	\$23,098	\$23,098	\$23,098
6.5	\$23,630	\$23,630	\$23,630
7	\$24,161	\$24,161	\$24,161
7.5	\$24,707	\$24,707	\$24,707
8	\$25,253	\$25,253	\$25,253
8.5	\$25,567	\$25,567	\$25,567
9	\$25,882	\$25,882	\$25,882
9.5	\$26,174	\$26,174	\$26,174
10	\$26,467	\$26,467	\$26,467
10.5	\$26,833	\$26,833	\$26,833
11	\$27,199	\$27,199	\$27,199
11.5	\$28,122	\$28,122	\$28,122
12	\$29,045	\$29,045	\$29,045
12.5	\$29,338	\$29,338	\$29,338
13	\$29,630	\$29,630	\$29,630
13.5	\$29,900	\$29,900	\$29,900

14	\$30,171	\$30,171	\$30,171
14.5	\$30,317	\$30,317	\$30,317
15	\$30,464	\$30,464	\$30,464
15.5	\$30,765	\$30,765	\$30,765
16	\$31,066	\$31,066	\$31,066
16.5	\$31,380	\$31,380	\$31,380
17	\$31,695	\$31,695	\$31,695
17.5	\$32,247	\$32,247	\$32,247
18	\$32,799	\$32,799	\$32,799
18.5	\$33,291	\$33,291	\$33,291
19	\$33,782	\$33,782	\$33,782
19.5	\$35,701	\$35,701	\$35,701
20+	\$38,219	\$38,819	\$39,469

Degree Differential Bachelor's Degree

7/1/17 – 6/30/20 \$1,000 Each Year of the Contract

	TEACHERS AIDES		
STEP	2017-18	2018-19	2019-20
1	\$17,536	\$17,536	\$17,536
1.5	\$17,698	\$17,698	\$17,698
2	\$17,860	\$17,860	\$17,860
2.5	\$18,023	\$18,023	\$18,023
3	\$18,185	\$18,185	\$18,185
3.5	\$18,347	\$18,347	\$18,347
4	\$18,510	\$18,510	\$18,510
4.5	\$18,672	\$18,672	\$18,672
5	\$18,834	\$18,834	\$18,834
5.5	\$18,997	\$18,997	\$18,997

6	\$19,159	\$19,159	\$19,159
6.5	\$19,322	\$19,322	\$19,322
7	\$19,484	\$19,484	\$19,484
7.5	\$19,646	\$19,646	\$19,646
8	\$19,809	\$19,809	\$19,809
8.5	\$19,971	\$19,971	\$19,971
9	\$20,133	\$20,133	\$20,133
9.5	\$20,296	\$20,296	\$20,296
10	\$20,858	\$21,258	\$21,658

	SECURITY A - PRE 07/01/1996			
STEP	2017-18	2018-19	2019-20	
1	\$41,312	\$41,312	\$41,312	
2	\$42,895	\$42,895	\$42,895	
3	\$44,395	\$44,395	\$44,395	
4	\$45,752	\$45,752	\$45,752	
5	\$47,118	\$47,118	\$47,118	
6	\$62,382	\$63,005	\$63,636	

Longevity			
	2017-18	2018-19	2019-20
6yrs	\$1,401	\$1,401	\$1,401
10yrs	\$2,027	\$2,027	\$2,027
15 yrs	\$2,527	\$2,527	\$2,527
20yrs	\$3,090	\$3,090	\$3,090
25yrs	\$3,654	\$3,654	\$3,654

	SECURITY B	– POST 07/01/19	96
STEP	2017-18	2018-19	2019-20

T .			
1	\$36,638	\$36,638	\$36,638
2	\$39,218	\$39,218	\$39,218
3	\$41,798	\$41,798	\$41,798
4	\$44,376	\$44,376	\$44,376
	,		
5	\$46,954	\$46,954	\$46,954
6	\$50,500	\$51,005	\$51,515

Longevity			
	2017-18	2018-19	2019-20
6yrs	\$1,401	\$1,401	\$1,401
10yrs	\$2,027	\$2,027	\$2,027
15 yrs	\$2,527	\$2,527	\$2,527
20yrs	\$3,090	\$3,090	\$3,090
25yrs	\$3,654	\$3,654	\$3,654

# D. Salary Provisions

- 1. Personnel shall be paid in equal semi-monthly installments
- Staff members may individually elect to have some portion of their monthly salary deducted from their pay for a Credit Union savings. Said deductions shall be deposited in an account mutually acceptable to the Board and the Association. Said procedure shall conform to statutory requirements.
- 3. Personnel shall be paid on the last work day before the fifteenth (15th) of each month and the last working day before the end of the month.
- 4. When a payday falls on or during a school holiday, vacation or weekend, personnel shall receive their paychecks on the last working day prior to the holiday.
- 5. The Board shall provide a voluntary direct deposit banking program.

# ARTICLE VIII EMPLOYEE WORK YEAR

# A. Attendance Investigators and Security Officers

- Work Year for Attendance Investigators
   The work year for Attendance Investigators shall begin fifteen (15) working days prior to the start of the students' school year and shall end five (5) working days after the end of the students' school year, or ½ of the working days between graduation and June 30<sup>th</sup>, whichever is less.
- Work Year for Security Officers The work year shall be from July 1 to June 30.
- 3. Vacation for Security Officers:
  - a. Vacation allowance for time served as a security officer as of July 1 shall be:

Years of Service in the Position	Vacation
(6 months, less than or equal to 1 year)	5 Days
(more than one year, less than or equal to 5 years)	10 Days
(more than 5 years, less than or equal to 10 years)	15 Days
More than 10 years	1 additional day per year up to a maximum of 25 days

Any security officer hired after 7/1/2000 will receive a maximum of twenty (20) vacation days.

- 4. 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.
- 5. Holidays for Security Officers
  - a. The following days shall be paid holidays for security officers provided the schools are closed on that day:

Independence Day	Christmas Day
Labor Day	New Year's Eve
Rosh Hashanah (2 Days)	New Years Day
Yom Kippur	Martin Luther King's Birthday
Diwali	Lunar New Year
NJEA Convention (2 Days)	Presidents Day
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Memorial Day
Christmas Eve	

b. 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.

- c. 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.
- d. 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.
- e. If required to work on Diwali or Lunar New Year, Security Officers will be provided an alternate day off when school is not in session.

# B. Library Aides/Library Assistants

#### 1. Work Year

The work year for library aides and library assistants in the Edison School System shall be the same as that for teachers, in effect the work year is the same as the school calendar with the addition of up to two (2) days before school opens, one (1) of which shall be used as an in-service day, and an additional one (1) full in-service day or the equivalent if scheduled in the school calendar for students. On conference days, library aides/assistants shall be permitted to leave 15 minutes after student dismissal.

# 2. Holidays

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. Library aides/assistants shall have the same Holidays as the teachers.

# C. Paraprofessionals/Teacher Aides

The work year for paraprofessionals and teacher 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 up to two (2) days before school opens, one (1) of which shall be used as an in-service day (paraprofessionals), and an additional one (1) full in-service day or the equivalent for Paraprofessionals if scheduled in the school calendar for students. If required, teacher 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 teacher aides shall be permitted to leave fifteen (15) minutes after student dismissal.

# D. Secretaries/Clerical Aides

- 1. Work Year
  - a. The work year for all secretaries categorized as Administrative or Class I secretaries and clerical aides 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.
- e. On Wednesday before Thanksgiving and/or the day before Winter Break, school secretaries will be permitted to leave 30 minutes after school dismissal, as long as school is on a single-session day.

# 2. Holidays

- a. The days which shall be considered holidays for school secretaries 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. Any secretary required to work on a holiday shall be compensated in accordance with the Article IX, Section D.3.
- 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 and clerical aides, the following days shall be paid holidays provided the schools are closed on that day:

Independence Day	Christmas Eve
Labor Day	Christmas Day
Rosh Hashanah (2 Days)	New Year's Eve
Yom Kippur	New Years Day
Diwali	Martin Luther King's Birthday
Election Day	Lunar New Year
NJEA Convention (2 Days)	Presidents Day
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Memorial Day

- e. 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. On the Wednesday before Thanksgiving and the day before Winter Recess, the Education Center will close no later than 3:00 p.m. as long as school is on a single-session day.
- f. 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, Diwali, Lunar New Year, and Yom Kippur are excluded from this selection.

- g. At the discretion of the Superintendent, during the winter and spring school closings, all administrative secretaries and clerical aides 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. If the Superintendent determines that the Education Center will be closed during Winter Break or Spring Break, all administrative secretaries and clerical staff will receive notification at least one (1) month prior to closing.
- h. A secretary or clerical aide 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.

#### Vacations

- a. When a 10 month or 10.5 month employee transfers to an Administrative, Class I or Clerical Aide position, vacation time allowance shall accrue during time served in the 12-month position. No credit as a 10 or 10.5 month member shall be given.
- b. Vacation allowance for each Administrative and Class I Secretary and clerical aide as of July 1 shall be:

Years of Service in the Position	Vacation
(6 months, less than or equal to 1 year)	5 Days
(more than one year, less than or equal to 5 years)	10 Days
(more than 5 years, less than or equal to 10 years)	15 Days
More than 10 years	1 additional day per year up to a maximum of 25 days

Any Administrative or Class I secretary or clerical aide hired after 7/1/2000 will receive a maximum of twenty (20) vacation days.

- c. Except for unusual circumstances, each Class I secretary shall receive and take his/her vacation at the time approved by his/her supervisor or administrator. An Administrative Secretary or clerical aide 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 vacation entitlement of five (5) days may be saved for utilization in the following contract year, by addition to that year's vacation.
- d. No vacation shall be taken the last full week prior to the opening of school.

e. Vacation requests in a department of more than one (1) employee will be determined on a seniority basis.

# 4. Secretary Summer Work

Elementary Class II secretaries shall work up to 7 days as determined by administration. If the Class II secretary within the school does not accept the job, it will be offered to the Class IIIb in the same building; if they decline it, it will be posted by May 15<sup>th</sup>. Summer hours, if applicable, will be in effect.

- a. All work days must be scheduled for no later than the first week of August and will be mutually agreed upon by the secretary and the building principal. These days shall be determined by June 1 prior to the summer work.
- b. The work day will be the regular work day as stated in Article IX, Section D. of the Collective Bargaining Agreement. Daily start and end times shall be mutually agreed upon by the secretary and the building principal. Any shortened work day shall be considered a full work day.
- c. Compensation for days worked will be at the per diem rate of the contracted annual salary and current step on the Class II Secretary Salary Guide as listed in Article VII, Section C. of the Collective Bargaining Agreement.
- d. Secretaries shall be paid for Summer Work days on the last working day before August 15.
- e. All other terms and conditions of the Collective Bargaining Agreement shall be in effect during the Summer Work Days

#### E. Registered Nurses/Licensed Practical Nurses

#### 1. Work Year

- 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 school calendar with the addition of up to two (2) days before school opens, one (1) of which shall be used as an in-service day, and an additional one (1) full in-service day or the equivalent if scheduled in the school calendar. On single-session days, registered nurses and licensed practical nurses shall be permitted to leave fifteen (15) minutes after student dismissal.
- b. Registered nurses and licensed practical nurses who work during the summer will be paid an hourly rate of twenty-five dollars (\$25.00) per hour with a minimum of four (4) hours per day.

#### c. Holidays

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.

#### ARTICLE IX

#### **EMPLOYEE WORK DAY**

# A. Attendance Investigators/Security Officers

- 1. Work Day for Attendance Investigators
  - a. The normal work day shall consist of seven and one-half  $(7\frac{1}{2})$  assigned hours with a flexible starting and ending time.
  - b. Attendance Investigators required to work more than thirty-five (35) hours per week, but no more than forty (40) hours per week, shall be paid at straight time or compensatory time at the discretion of the Superintendent. Attendance Investigators 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 hourly rate, based upon the length of their work year and hours per day. All overtime must be pre-approved by the Superintendent or designee.

# 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 (8½) 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 7:00 am to 3:30 pm including the one-half (1/2) hour meal break. The time of the meal break will be determined by the Superintendent or designee.
- d. When schools are closed due to inclement weather, security officers will not be required to report for work and will suffer no loss of pay. On delayed openings for inclement weather 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. For any delayed opening other than inclement weather, security officers shall report to work at their regular start time.
- e. 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.
  - i. 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.
- ii. 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.
- iii. Any Security officer required to work the flex shift shall receive a stipend of \$500.00 per sports season (Fall, Winter, Spring Sports seasons) in which the security officer works the flex shift.
- f. Throughout the entire school year, Board of Education authorized school related activities with the exception of Board meetings, requiring the use of township police will also be staffed with a security officer, or officers.
- g. A security officer required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times her/his regular rate of pay. If required to work on a Holiday or a Sunday, a security officer will be paid two (2) times her/his regular rate of pay.
- h. Overtime opportunities shall be rotated among qualified employees. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue. Assignments will be equally divided based upon seniority order.
- i. The immediate supervisor/principal must authorize any overtime. A list will be maintained of all hours of overtime authorized.

#### B. Library Aides/Library Assistants

- 1. The regular work day for all library aides and library assistants shall consist of seven (7) hours which includes a duty-free lunch period. The lunch period shall be of the same duration as a teacher lunch period in their assigned building and shall be scheduled at a time designated as a teacher lunch period.
- 2. 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 (1½) 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.
- 3. Lunch Duty: Library Aides/Library Assistants are not to be used as lunch aides or to perform the duties of lunch aides. In an emergency, where no lunch aide is permanently assigned and no substitute lunch aide is assigned, they will be compensated at an additional \$25.00 per day.
- 4. If attendance at a faculty meeting becomes mandatory, Library Aides and Library Assistants must be notified 48 hours in advance of the meeting. The agenda for said meeting shall be provided to the library aides and library assistants at least 24 hours in advance.

#### C. Paraprofessionals/Teacher Aides

- 1. The regular work day for full-time paraprofessionals and teacher aides shall consist of seven (7) hours which includes a duty-free lunch period. The lunch period shall be of the same duration as a teacher lunch period and shall be scheduled at a time designated as a teacher lunch period. Paraprofessionals and teacher aides in the middle schools and high schools only shall also be entitled to an additional fifteen (15) minute break.
- 2. Paraprofessionals assigned to the MD, LLD and Autistic Classes shall be entitled to a fifteen (15) minute break. For those in middle schools and high schools, this shall be in addition to their existing fifteen (15) minute break as included in Article IX, Paragraph C, Item 1.
- 3. Where administratively possible, paraprofessionals assigned to individual teachers may be scheduled to share the same lunch period and preparation period.
- 4. The work week for part-time paraprofessionals and teacher aides shall be determined proportionally.
- 5. On the last school day of each school year, paraprofessionals and teacher 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.

## 6. 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-five dollars (\$25.00) 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 twelve dollars and fifty cents (\$12.50) 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-five dollars (\$25.00). If assigned coverage of a .5 schedule, or a single Kindergarten schedule, the rate of reimbursement shall be twelve dollars and fifty cents (\$12.50) for each thirty (30) minutes of class coverage.
- 7. 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.
- 8. 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. The only exception to this rate of pay will be for a paraprofessionals or teacher aides who are performing ABA services after school in consultation with the District's ABA Coordinator. The rate of pay for these individuals shall be \$35 per hour.

- 9. <u>Lunch Duty</u>: Paraprofessionals and Teacher Aides are not to be used as lunch aides or to perform the duties of lunch aides. In an emergency, where no lunch aide is permanently assigned and no substitute lunch aide is assigned, they will be compensated at the Paraprofessional class coverage rate of pay. Paraprofessionals and Teacher Aides may volunteer for lunch coverage on a temporary basis and will be compensated at the rate of \$15 per lunch period. Paraprofessionals and Teacher Aides assigned to preschool students can be assigned a lunch duty to release the classroom teacher.
- 10. <u>Bus Duty</u>: Paraprofessionals and teacher aides assigned to individual students will not have a bus assignment which conflicts with their ability to assist their student with transportation needs. Paraprofessionals and Teacher Aides of preschool students can be assigned a bus duty.
- 11. Every effort will be made to assign paraprofessionals to instructional support settings only.
- 12. If attendance at a faculty meeting becomes mandatory, paraprofessionals and teacher aides must be notified 48 hours in advance of the meeting. The agenda for said meeting shall be provided to the paraprofessionals and teacher aides at least 24 hours in advance.
- 13. In schools where collaborative teams exist, paraprofessionals may be released to attend team meetings, if deemed necessary, and consideration will be given to include the paraprofessional in the team meeting. These periods shall not be scheduled during the paraprofessional's lunch period, break period in the middle or high schools, or before morning homeroom or after student dismissal.
- 14. Paraprofessionals in the MD, LLD and Autistic programs will receive an annual \$250 stipend.
- 15. Extended School Year Paraprofessionals

The rate of pay for paraprofessionals who work during the extended school year summer program shall be TWENTY DOLLARS (\$20.00) per hour for the 2017/18 and 2018/19 school years, and twenty-five dollars (\$25) per hour for the 2019/20 school year.

16. Extended School Year - Teacher Aides:

The rate of pay for teacher aides who work during the extended school year program shall be TWELVE DOLLARS SEVENTY-FIVE CENTS (\$12.75) per hour.

17. Paraprofessionals whose assignment includes providing Braille services shall receive an annual stipend of \$500.

- 18. Paraprofessionals and Teacher Aides participating in the district-sponsored Literacy Academy before and/or after school shall be compensated at the rate of twenty-five (\$25) dollars per 45 minute session.
- 19. Translators shall be paid forty (\$40) per hour.

#### D. Secretaries/Clerical Aides

- 1. The regular work day for all secretaries and clerical aides shall be seven (7) hours exclusive of one (1) hour lunch time.
- 2. Secretaries and clerical aides required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time or compensatory time. Any secretary or clerical aide required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times her/his regular rate of pay.
- 3. Any secretary or clerical aide required to work on a holiday shall be compensated time and one half (1½) compensatory time or one and one half (1½) times her/his regular rate of pay.

#### 4. Compensatory Time Usage

- a. The immediate supervisor must authorize any compensatory time or overtime. A list will be posted, maintained, and updated weekly in a common employee area of all hours of compensatory time that employees accrue due to excess hours worked. To ensure equity in overtime scheduling, compensatory time/days will be implemented on a rotating basis for employees involved in a common work assignment/project.
- b. 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. Compensatory time/days must be used by the close of the school year (June 30), unless earned after May 31st, which time/days must then be used by August 15th, with approval of the immediate supervisor or they will be compensated according to 4. c. below. A new list will be started on July 1 of each school year.
- c. 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.
- 5. Inclement Weather Days During the school year, when schools are closed due to inclement weather, all secretaries and clerical aides shall not be required to report for work. If the allotted number of inclement weather days built into the school calendar is exceeded and a make-up day is scheduled, all secretaries and clerical aides shall work on this day. If this make-up day is a contracted paid holiday they shall work on this day and no additional day will be granted in place of the holiday. In lieu of working that day they shall be permitted to use a personal day or vacation day. If there are inclement weather days built into the school calendar that are not used and as a result additional days off are awarded to the school calendar, these additional days will be extended to the 12 month employees.

- 6. On delayed opening days for schools for inclement weather, the Superintendent will institute the district's phone notification system to notify all Education Center employees, regardless of classification, of the delayed opening and, unless otherwise directed by the Superintendent, the predetermined fixed start time as indicated by the Superintendent. For any delayed openings other than inclement weather, all Education Center employees will report to work at their regular start time. When the schools are closed early due to inclement weather, the Superintendent or his/her designee will determine the closing time for the Education Center.
- 7. 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. 8:00 a.m. to 4:00 p.m. 7:30 a.m. to 3:30 p.m. 8:30 a.m. to 4:30 p.m.

# E. Registered Nurses/Licensed Practical Nurses

- 1. The work day for full time registered nurses and full time licensed practical nurses will consist of not more than seven (7) hours and fifteen (15) minutes, shall be duty free and shall include a forty-five (45) minute duty-free lunch time and a fifteen (15) minute break to be scheduled during the work day.
- 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, Teacher Aides, Library Assistants, Library Aides

- 1. Any known paraprofessional, teacher aide, library assistant or library 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. Voluntary Transfer
  Paraprofessionals, teacher aides, library assistants, and library aides who desire a
  transfer to another school for the following school year may apply for posted
  positions utilizing the districts online application system.

# 3. Involuntary Transfer

Determination of transfers, both voluntary and involuntary, will be made only after the best interest of the employee and the school system are taken into consideration.

- Employees being recommended for involuntary transfer will receive written notification from the Superintendent by August 1. Employees shall be notified prior to final action by the Board.
- b. Any employee receiving notice of a recommendation for involuntary transfer shall have a meeting with his/her Association representative, appropriate supervisor and principal prior to the transfer upon request.
- c. A list of open positions will be posted when they become available. If positions are posted between March 1 and the start of the new school year, personnel may apply for such positions.
- d. Employees who are involuntarily transferred shall receive written notification of the Board's action. The Association shall be sent a copy of the notice on the same day that it is sent to the employee.
- e. These guidelines may be waived in emergencies or unanticipated staffing needs such as resignations, enrollment changes, etc. however, the transferred staff member shall be entitled to a meeting as specified in Article X, Item A, Paragraph 3b above.

#### B. Secretaries

1. Temporary Assignment

Any secretary assigned to work temporarily in a higher classification shall be compensated an additional twenty-five (\$25) dollars per day 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 any Class III secretary.

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 who desires a lateral transfer may apply for posted positions utilizing the districts online application system.

# 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, notice of new positions or vacancies shall be posted on the District Website and/or District Email System as far in advance as practical, but not less than seven (7) days before the final date when applications must be submitted when school is in session and for not less than ten (10) working days during July & August. Qualified employees who desire to apply for any vacancy shall submit their applications via the online application system and/or as specified in the posting within the limit specified on the posting.

#### B. Criteria for Notice

As set forth in Section A above, qualifications for the position, its duties, and rate of compensation (if available) 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. Consideration shall be given to employees already employed by the board. All applicants that apply via the online application system will receive email confirmation of receipt of their application within five (5) working days of the receipt of the application. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. All appointees shall be listed in the Board of Education minutes.

#### 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

All monitoring or observation of the work performance of any employee shall be conducted openly and with full knowledge of the employee.

Mid-year evaluations are required for non-tenured employees.

Final evaluations for ten (10) month employees will be completed by June 1st. Final evaluations for twelve (12) month employees will be completed by July 1st.

## B. Evaluation of Paraprofessionals and Teacher Aides

- All observations shall be for a duration of a minimum of 20 minutes.
   Paraprofessionals and Teacher Aides shall be notified of their observation at least one (1) day in advance, whenever possible.
- A formal write-up is not required at the time of the observation but will be discussed / incorporated into the Summative Evaluation.
- 3. No formal write-up is required at the time of the observation but written and / or verbal feedback shall be given to the observed paraprofessional or Teacher Aide within five (5) school days of the observation.
- 4. When multiple Paraprofessionals or Teacher Aides are in the same classroom, multiple observations may be done; however, they may not be done simultaneously. For example, Para A may be observed for the first 20 minutes, and Para B for the next 20 minutes.

## C. 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.

#### D. 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.

#### E. 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, Teacher 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 on their payroll stub. 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. 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. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of forty dollars (\$40) per day for the 2017/18 and 2018/19 school years, and fifty dollars (\$50) per day for the 2019/20 school year up to the maximum allowable as per state statute (18A:30-3.5) and, if permitted by state law, payable to his/her estate.
- c. Sick leave payout for a non-voluntary reduction in force may be held for up to two (2) years as determined by the employee. An employee who voluntarily leaves receives no payout.
- 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 and Attendance Investigators 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 on their payroll stub.
- e. 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.
- f. Effective July 1, 2015, a sick bank shall be put into place with the language and rules to be determined by a committee composed of an equal number of Board and Association appointees.
  - i. The purpose of the bank is to enable an active member of the sick bank to draw, as needed, accrued sick leave days previously donated voluntarily by the employees of the Board for the purpose of covering employees with catastrophic or debilitating injuries or illness after they have exhausted all of their accumulated leave.
  - ii. The provisions of the Sick Leave Bank will be governed by **N.J.S.A** 18A:30-10 and **N.J.S.A** 18A:30-11

- iii. Sick Bank language will be placed on the District Website and the ETEA Website
- g. Personnel who will be absent shall notify the District Absentee Service (AESOP) or current service early enough to facilitate the selection of a suitable substitute, if applicable. If notification of an absence occurs after 6:00 a.m. at the high school, 6:30 a.m. at the middle school, or 7:00 a.m. at the elementary school or the Education Center, personnel will contact their assigned building.

#### B. Personal Leave

1. Personnel may be absent from school duties for up to five (5) personal days, per school year, without loss of pay. No reason is needed. Unauthorized personal absences shall be without pay. Any denial of a personal day shall be made in writing setting forth the reason(s) for said denial.

## 2. Personal Days:

- a. Employees shall be entitled to three (3) personal days per school year. Employee's will no longer be entitled to family illness days
- b. Any Accrued and existing family illness days will be converted to personal days, retroactively effective to September 01, 2017, as follows:
  - i. Up to 10 Family illness days shall be converted to personal days (i.e., 1 family illness day becomes 1 personal day);
  - ii. Up to ½ of accrued and existing family illness days in excess of 10 will be converted to personal days (i.e., Employee A has 20 accrued family illness days. The first 10 days are converted to personal days. The remaining 10 days are converted to 5 personal days)
  - iii. Any family illness day not eligible to be converted to personal days shall be converted to sick days (i.e., Employee A has 20 accrued family illness days. The first 10 days are converted to personal days. The remaining 10 days are converted to 5 personal days and 5 sick days).
  - iv. At the discretion of the employee family illness days may be converted to sick days in excess of the formula listed above, however the conversion of family illness days to personal days may not deviate from the formula listed above. Sick days may not be converted back to personal days.
- c. Employees are prohibited from using more than 5 personal days during any school year.
- d. All unused personal days shall carry over from year to year and be accumulative.

- e. At the discretion of the employee, unused Personal Days may be converted to sick days and added to the employees' accumulated sick leave, subject to and consistent with New Jersey State Law and Administrative Code. Once an employee makes the foregoing conversion, such sick days cannot be converted back to personal days.
- C. Bereavement Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses

Any bereavement leave shall be taken within fourteen (14) days of the death of the relative.

- 1. Employees 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, domestic partner, fiancée, child, or sibling. A domestic partner is defined as a person of the same sex with whom a person has entered into a domestic partnership and received a Certificate of Domestic Partnership from the State of New Jersey or a valid certification from another jurisdiction that recognizes same sex domestic partners, civil unions, or similar same sex relationships. Employees may carry one (1) day of a five-day bereavement leave for up to one (1) year.
- 2. Employees may be absent from school without loss of pay for a period not to exceed four (4) days due to the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-law, daughter-in-law, or son-in-law.
- 3. Employees may be absent from school without loss of pay for a period of one (1) day due to the death of a near relative. A near relative shall be defined as an uncle, aunt, niece, nephew, or first cousin.
- 4. In the event of the death of a current or former staff member, or student in the Edison Township School System, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of Employees sufficient time off to attend the funeral.
- 5. Any bereavement leave shall be taken within fourteen (14) days of the death of the relative.
- 6. The superintendent may grant exceptions to these bereavement guidelines.
- D. Leave for Temporary Disability for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, 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.

- 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 Family or medical leave begins. District provided medical, dental, and prescription benefits will terminate upon conclusion of paid sick leave and unpaid Family Leave (if eligible). Thereafter, all affected employees will be eligible to continue benefits under COBRA. No COBRA reimbursements will be made.
- 5. In case of hardship, as determined by the Board, the Board shall grant three (3) additional months of unpaid medical leave with benefits. The Board's determination of hardship shall not be subject to the arbitration provisions of this contract.
- 6. All accumulated sick leave must be used before Family Leave and Unpaid Medical Leave begin, except, at the discretion of the employee, a maximum of 15 days may be retained for future use. The employee will remain responsible for their medical premium contribution (per state guidelines) while receiving a district-provided medical benefit.
- 7. 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.
- 8. 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. Child Care Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses
- 1. The Board of Education shall grant to any tenured 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.
  - a. Members of the non-certificated staff who have received tenure or completed five years of service and have been renewed for another year shall be granted upon

- receipt of a written request, subject to Board approval, a childcare leave to extend to the end of the employee's work year. Childcare leave of less than the remainder of the work year may be granted subject to Board approval. Said written request for "Child Care Leave" shall be made as soon as possible but not less than 60 days prior to commencement.
- b. Employees on child care leave shall be entitled to no benefits while on such leave except as may be required by law. Current law (Family Leave) allows a twelve (12) calendar week extension of medical benefits at no cost to the employee except for any state-mandated contributions. An employee on child 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.
- c. "Child Care Leave" shall be extended if requested for one (1) additional work year if said leave was initially requested to commence during any prior work year. Such request must be filed no later than 60 days prior to the expiration of the initial leave. Child care leave of less than an additional period of one full work year may be granted subject to Board approval.
- d. Any employee with tenure status, or has completed five years of service and has been renewed for another year, who is adopting an infant preschool child shall receive a leave which shall commence upon receiving actual custody of said child or earlier if necessary to fulfill the requirements for adoption. Such leave may extend for the remainder of the work year and if requested, for one (1) additional work year. Where possible, adequate notice shall be given prior to the commencement of the leave.
- e. Employees on leave under this article shall notify the Board in writing no later than April 1 of the last year of their leave of their intent to return or not return to the district.
- Notice for the commencement of child 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 child care leave may be included in the same request with application for disability leave for pregnancy.
- 3. For leaves governed under the Federal/NJ Family Leave Act, the duration of leave and return dates will follow the guidelines pursuant to the law. A total of 10 Vacation Days and/or Personal Days may be utilized in conjunction with the NJ Family Leave Insurance Program. No other Paid Time off may be utilized in conjunction with the Federal/NJ Family Leave Act/Insurance Program.
- F. Leaves of Absence Due to Illness in Family for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, 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.

- 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, Teacher Aides, Secretaries, Clerical Aides, 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, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses
- 1. A leave of absence without pay may be granted by the Board of Education.
- 2. A leave of absence without pay for the purpose of student teaching shall be granted by the Board of Education for any paraprofessional that has worked at the Edison Public Schools for at least five (5) years.

#### I. Deduct Days

- 1. Association members may continue to request use of a deduct day, without penalty, to the Superintendent and/or his/her designee.
- 2. The Superintendent and/or his/her designee shall evaluate each request on a case-by-case basis.
- 3. The Superintendent and/or his/her designee shall grant or deny such requests within their discretion within 5 business days of a request.
- 4. If granted, deduct days cannot be used in furtherance of future disciplinary action/proceedings.
- I. Leave Benefits for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurse

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, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses

Personnel granted leave for the purpose of serving on jury 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.

- 1. If on any day during the period of jury duty the employee is not required to report for such duty, he/she shall report for work on that day.
- 2. In the case of an employee being required to call the court system after 10:00 A.M. during the work day for assignment, said employee will not be required to report to work that day.
- 3. Upon release from jury duty during the work day, the staff member shall immediately contact their principal or immediate administrator to determine whether or not they need to return to work that day.
- K. Observation Absence for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses
- 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, or to visit a new school when a
  transfer occurs.
- 2. 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 observations, meetings, or requirements to attain a teacher certificate.
- 3. Following the observation or meeting, a written report must be submitted to the Superintendent or designee.

#### L. Return from Paid Leaves

Employees on paid leaves (extended sick leaves with pay, or other leaves granted pursuant to this Article) may return to work at any time during the year, provided appropriate documentation has been received.

## ARTICLE XIV HEALTH INSURANCE

#### A. Insurance Benefits

1. Medical Coverage:

- a. The Board shall provide the Horizon Direct Access \$10 co-pay plan or equivalent which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The current co-payment is ten (\$10) dollars, co-payment is fifteen (\$15) for specialist doctors. The benefit package as provided and the network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website: <a href="www.horizonblue.com">www.horizonblue.com</a>. With the following exceptions:
  - i. Emergency Room Co-Pay \$50.00
  - ii. Out of Network Deductibles Single \$125.00, Parent/Child, Member/Spouse and Family \$250.00
  - iii. Mandatory Mail Order Prescription for Specialty Drugs.
- b. 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) Parent/Child, Member/Spouse, and Family. Catastrophic amounts are calculated on a calendar year basis.
- 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.

## 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) single, and one hundred twenty dollars (\$120.00) parent/child, member/spouse, and family. 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.
- c. If the dental plan includes coverage for tooth implants, this coverage will not be considered as a requirement to satisfy the equal-to-or better-than clause, if and when, the district seeks an alternative dental provider.

# 3. Prescription Plan:

- a. The Board shall provide a Single, Parent/Child, Member/Spouse, and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.
- b. The Board shall provide the Benecard Prescription Plan or equivalent. The current co-payment is fifteen (\$15) dollars for brand name and five (\$5) dollars for generic. Mail order co-pays will be thirty (\$30) dollars for brand name and ten (\$10) dollars for generic.

 All association members agree to make all efforts to use "Preferred Pharmacies" i.e. Non-Chain Pharmacies, Local Grocery stores, Costco, Walmart, mail order prescriptions etcetera.

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

- 1. Employees who elect to use Direct 10 will contribute at Tier 4, Chapter 78 rates, or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this Agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's Tier 4 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this Agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required to make contractually mandated health insurance contributions in addition to statutorily required contributions.
- 2. All new hires eligible for health care, and who ultimately enroll in district-offered health insurance upon being hired, must enroll in the Omnia plan and remain in the Omnia plan for a minimum of 1 calendar year. Any new employee who does not enroll in district-offered health care upon being hired shall enroll in the Omnia Plan, for a period of at least 1 year, if and / or when they choose to avail themselves to the district-offered health insurance, up to the time in which they obtain tenure. On the one (1) year anniversary of participation in Omnia, non-tenured employees will be permitted to either remain in Omnia or enroll in another district-offered plan. Thereafter, the employee is eligible to participate in any open-enrollment periods to make changes to their insurance coverage.

Employees who elect to use the Omnia Plan will contribute at Tier 2, Chapter 78 rates, or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's tier 2 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this Agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required to make contractually mandated health insurance contributions in addition to statutorily required contributions.

- 3. Family Coverage: An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage.
- 4. <u>Member/Spouse Coverage:</u> An employee who has a spouse or certified civil union partner who does not have dependent children shall be eligible for member/spouse coverage.

#### 5. Single Coverage:

a. An unmarried employee, divorced person, widow or widower who does not support a family with dependents shall be eligible for single coverage.

- b. Long Term Substitute Teachers shall be eligible for single coverage for the OMNIA health plan, prescription, and dental benefits and may purchase additional coverage (i.e. family, spouse, or child) at the prevailing group rate.
- 6. <u>Parent/Child Coverage:</u> Any single employee with a dependent child or children shall be eligible for parent/child coverage.
- 7. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
- 8. Employees who elect not to participate directly in the medical insurance coverage and prescription plan as outlined in Section A above shall receive two thousand five hundred (\$2,500) dollars 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 medical insurance coverage and prescription plan as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to reenroll in the insurance coverage provided by the Board. An additional two hundred (\$200) dollars will be paid if the employee also does not participate in the dental coverage. Any employee that elects not to participate in the health plans must complete the opt-out form annually and certify that they have alternate health insurance.
- 9. All employees shall notify the Board, 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.
- 10. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.
- 11. The Board will not change insurance plans/carriers without first discussing the proposed change with the Association. Any unilateral change in coverage shall be equal to or better than that currently in effect during the life of the contract.
- 12. 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.
- 13. Voluntary HMOs may be made available by the Board.
- 14. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

# ARTICLE XV STAFF DEVELOPMENT WORKSHOPS

#### Professional Development Institute

Employees may apply toward salary guide credit for district approved Professional Development Institute (PDI) courses, which do not offer college, or university credit. Upon earning nine (9) Professional Development Institute Credits (PDIC's), employees will receive salary guide credit

of three hundred (\$300) dollars. This amount will be included in the total salary for pension purposes.

- 1. The Board will attempt to develop a minimum of two (2) new PDI course offerings per year over the life of this Agreement.
- 2. The Board will prepare a catalog of PDI courses, specifying topics, locations, hours, and PDIC's by course/program. A minimum of ten (10) different programs per year will be offered.
- 3. The PDIC's shall be compensated at three hundred (\$300) dollars for nine (9) credits. All PDI stipends shall be cumulative. Employees shall be entitled to attain six (6) PDIC credits per year. A maximum of twelve (12) PDIC credits may be earned during the life of this contract. PDIC's that were taken and not previously recognized may be retaken for credit and counted toward salary guide credit.
- 4. All such PDI courses will be voluntary as to attendance, and shall be offered after school, evenings, Saturdays or in the summer.
- 5. For ten (10) month and ten and one-half (10½) 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).
- 6. For twelve (12) month employees, salary guide credit will be adjusted two (2) times each year (July and January).

7. PDI credits will be offered on the following basis:

Three (3) One-Hour Sessions	= One (1) PDIC'S
Six (6) One-Hour Sessions	= Two (2) PDIC'S
Nine (9) One-Hour Sessions	= Three (3) PDIC'S

- 8. Employees who present PDI courses (with specific PDI credits) shall be compensated at the rate of fifty (\$50) dollars for each in-service hour taught.
- 9. All PDI stipends (in \$300 increments) earned prior to July 1, 2017 will 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 Edison Township Education Association by the fifteenth (15th) of the month following the monthly period in which the deductions were made. The Association treasurer or designee shall disburse such monies to the appropriate association or associations.

- 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 15<sup>th</sup> of each academic year, the Association may elect to assess all contracted 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. For any changes in the law, the Board will extend to the Association the courtesy of providing input and informational updates, especially when terms and conditions of employment are impacted.

#### 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, age, religion, disability/handicap, national origin, sex, domicile, marital status, political activities, or Association affiliation.

#### E. Printing

Copies of this Agreement shall be printed at the equal expense of the Board and the Association 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 certified mail, fax, e-mail, hand delivery, or campus mail 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.

#### H. No Reprisal

The Association and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the Association, any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any Agreement or any other issue of representation. Any such reprisals or repercussions shall be prohibited and both parties agree to enjoin their members, agents, and employees to be bound by these provisions and use their best efforts to ensure compliance.

#### **ARTICLE XVII**

#### Duration

#### A. Duration Period

This Agreement shall be effective from July 1, 2017 to June 30, 2020. This Agreement shall not be extended orally and it shall expire on the date indicated.

# 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 April, 2018.

ETEA Negotiating Team	EBOE Negotiations Team
Jeffrey Bowden, President	Ralph Errico, Chair
Christine Burke	Frank Heelan, Board President
Gerard Campione	Beth Moroney, Vice President
Susan Campione	Jerry Shi, Board Member
Cynthia Doherty	Resources:
Matthew Hrevnak	Daniel Michaud, Business Admin.
Deborah Stevens	Michael Hom, Ass't Bus. Admin.
	Ari Schneider, ESQ., Board Negotiator