

CONTRACT

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

ARTICLE I RECOGNITION

1. The Board hereby recognizes the Edison Facilities, Maintenance and Management Association, Incorporated as the sole and exclusive bargaining agent for purposes of collective negotiations concerning the terms and conditions of employment for the following personnel:

Maintenance Facility Manager
Grounds Facility Manager
Schools Facility Manager
Warehouse Manager

Unless otherwise indicated, the term "Manager(s)" when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as defined above.

2. As to every employee to whom this agreement applies, the Board shall deduct an amount determined annually by the Association per month over the contract year. Said monies shall be remitted to the bona fide employee appointed by the organization. Before any deduction is made, written authorization, consistent with this Article, shall be submitted on behalf of every employee affected, on forms approved by the Board. To assist in the administration of the program, the bona fide employee organization should provide the Secretary of the Board of Education, by July 1 of each year, an alphabetized list of members authorizing payroll deduction, indicating the monthly amount of each member's deduction, based on twelve (12) equal monthly deductions.
3. The Board recognizes the rights, duties, and responsibilities of the Association toward its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by Constitution and Statutes.
4. Representation Fee
 - a. 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.
 - b. The amount of the representation shall be designated when the annual dues are designated pursuant to Section 2.

ARTICLE II

RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

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

- A. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.

- B. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, promotion, transfer, or, with just cause, to take disciplinary action as may be required.
- C. To determine work schedules, places of work, transfers of employees with due cause, the right to contract or subcontract any work to any person, persons, corporation or association, the right to eliminate any job and/or job classification as designated herein, except as provided in this Agreement.
- D. It is the Board's intent that any position vacated by an employee resigning or retiring shall be filled within thirty (30) working days based upon the availability of qualified personnel.
- E. To require any employee to undergo a medical examination at least once each year as the Board may require, and may require additional individual psychiatric or medical examination of any employee as it deems advisable. A violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.
- F. To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contest, nor shall this Agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and Statutes.

ARTICLE III

EMPLOYEES RIGHTS AND PRIVILEGES

- A. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location.
- B. An employee shall be given annually, in writing, a copy of his/her evaluation report prepared by his/her supervisor. No such report shall be submitted to the Administration, placed in the employees personnel file, or no employee shall be required to sign a blank or incomplete evaluation form. Each employee shall have the right to attach an addendum to all written evaluations.
- C. Whenever an employee is disciplined in writing by the Superintendent or his/her designee, a copy shall be given to employee.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Upon the approval of the Superintendent of Schools or his/her designee, the Association shall have the right to use the school building for meetings.
- B. The Association shall have the right to use the inter-school mail facilities and the school mailboxes.

- C. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees.
- D. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interrupt normal school/facility operations or employee work responsibilities.
- E. The President of the Association will receive copies of all pertinent Board of Education policies. It will be the responsibility of the Association to distribute same to Association members.
- F. The Superintendent may release, without loss of pay, the Association President or his/her designee, and permit him/her to visit any workstation, investigate working conditions, employee complaints and/or problems.

ARTICLE V

NEGOTIATION PROCEDURE

- A. On or before the 30th day of January in the school year that the agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association negotiating teams, and be submitted for ratification to the Board and the Association.
- B. A mutually convenient time shall be set within 30 days exclusive of Board designated holidays or vacations to discuss a successor agreement. Neither party in any negotiation shall have any control over the selection of the negotiation representative of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, the representatives of the Association and the Board shall not be empowered to enter into a binding agreement without first obtaining the consent of their respective sides.
- C. The Board and the Association acknowledge that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective bargaining (e.g., wages, terms and conditions of employment, and grievance procedure). The Board and the Association have bargained in good faith with respect to these subjects and the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the employer and the Association for the term of this Agreement each agree that the other shall not be required to bargain with respect to any subject not specifically referred to or covered in this Agreement.
- D. This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay, and other conditions of employment, either oral or written, heretofore or now existing between the parties.
- E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and be signed by the Board and the Association.

Representatives

- 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 and/or amendment of the 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 they wish to discuss.
3. All meetings between the parties shall be regularly scheduled whenever possible to take place when the members involved are free from assigned responsibilities unless otherwise agree.

ARTICLE VI

GRIEVANCE PROCEDURE

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

Any member of the Association may file a grievance in accordance with Article VI of the current contract. All grievances filed at Level I of the grievance procedure must specify the specific violation of the interpretation or application of this contract, or working conditions, including the contract section, the date of the occurrence, the extent of the harm suffered and the relief sought.

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

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

- D. All notices of appeals must be made in writing within ten (10) days of receipt of the written decision, including the day of the decision, to the next highest authority; otherwise, the appeal shall be deemed abandoned.
- E. To appeal to the Board, the Association or employee shall, in writing, notify the School Board Secretary within the designated time of its intention to appeal. A majority of the Board members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within ten (10) working days of the hearing, which, together with any pleadings, shall be submitted to the employee and the Association. The employee shall at all steps be permitted to be joined and represented by the Association.
- F. A grievance may proceed to binding arbitration only under the authority of the E.F.M.M.A.

ARTICLE VII

JOB SECURITY AND SENIORITY

- A. Presently employed contracted managers who have tenure will retain their tenure in the new organization. New managers who have acquired tenure within the EPSCMA, will be eligible for tenure after two years in their EFMMA position. Employees hired effective January 1, 1995, or thereafter, are and shall be employed for fixed terms and shall not be eligible for tenure.
- B.
1. District seniority shall be defined as length of continuous service with the Edison Township Board of Education from the last date of hire. Seniority for members of this Association shall be first based upon a permanent recognized position in this contract, and, second, based upon service in the Edison Facilities, Maintenance and Management Association.
 2. Two seniority lists shall be kept: one district seniority, and, two, Association recognized position seniority. The Board of Education shall provide the association each September with the current seniority list in each category.
 3. Whenever an EFMMA vacancy occurs due to retirement, termination, etc., following an interview process, the position will be filled on the basis of the candidate's skill, ability, custodial/maintenance management experience, work record and periodic evaluations. District seniority may be considered if all other factors are equal.
 4. In the event of layoffs, an employee may bump another employee with less seniority in either of two ways: 1) an employee in the Association's recognized position with more seniority could bump one with less; or 2) in the case of a tie seniority would revert to total time in the employ of the Edison Township Board of Education.
 5. Any bumping or recall must take into consideration the employee's ability to perform the job.
 6. Any employee whose position is eliminated or filled by another employee whose position has been eliminated and who refuses a position which he has a right to claim under above shall lose all seniority rights under Section B. of this Article. A full-time employee may refuse to claim a part-time position and shall maintain seniority rights under this Article. An employee whose position has been eliminated and has exhausted bumping rights may return to his former EPSCMA position.
 7. Promotional positions are defined as any position with an increase in pay.
 8. An employee's seniority shall cease and employment status shall terminate for any of the following reasons:
 - a) Resignation or retirement.
 - b) Discharge for just cause
 - c) Dismissal under the tenure statutes.
- C. All employees shall be afforded a reasonable opportunity to be notified of any job openings or vacancies together with hours of work. Nothing herein shall diminish any rights vested in an employee by tenure and the Statutes of New Jersey.

ARTICLE VIII

WORK WEEK , HOURS OF WORK AND OVERTIME

A. Work Week and Payroll Week

1. The Work Week shall mean five (5) eight-hour days from Monday through Friday. Exceptions to the normal work day may be made by the Board when it affects the opening of school.
 2. All employees to whom this Agreement applies will be scheduled to work a forty (40) hour week as defined herein. The workday shall consist of eight (8) hours excluding lunch period, except when school is not in session when the lunch period shall be included within the eight (8) hour day. Starting times shall be upon the employees respective position.
- B. Overtime at time and one-half base pay rate will be paid for authorized time worked over a forty (40) hour week. Overtime at double the base pay rate will be paid for authorized time worked on Sundays, holidays or for emergency call-ins after midnight. Beginning July 1, 2011, overtime for Sundays for regularly scheduled events will be at time and one-half base pay rate.
- C. For an emergency call-in between midnight and 5:00 a.m., a minimum of three (3) hours' overtime is to be paid at time and one half. If the call-in occurs between 5:00 a.m. and 6:00 a.m., a minimum of one (1) hour overtime is to be paid at time and a half. For an emergency call-in between 6:00 a.m. and midnight, a minimum of two (2) hours overtime is to be paid at time and one-half.
- D. Overtime shall be authorized in the sole discretion of the Board through the Superintendent or designee.
- E. Veterans of the United States Armed Forces, honorably discharged, are eligible to receive up to four (4) years' credit on the salary guide over and above the base starting salary.
- F. Managers, or another building custodian designated by them, shall be required to inspect their buildings during the months of September through June on every non-school day immediately preceding a school day, whenever no other activity requiring the presence of a custodian is scheduled. The manager or designee making the inspection shall be paid one (1) hour of overtime at the appropriate rate.
- G. Employees may be permitted to leave the school building during their lunch period with proper notification to their immediate Supervisor/Principal.
- H. All school facilities managers are required to possess a Black Seal Fireman's License. The Board agrees to pay all yearly renewal of said licenses while employee is employed by the Board. Beginning with the 1985-86 school year, all managers possessing a Black Seal License will be compensated for same. Managers acquiring a Black Seal License after July 1, 1991 will not be compensated for same.
- I. All employees shall report and be responsible for emergency snow removal. Employees who do not report for emergency snow removal will not be paid for that day. On approved personal or sick days, employees will receive regular remuneration.

In the event the Governor declares a state of emergency, and the Superintendent requires all Facility Managers to report to work, all hours worked will be paid at the rate of time and a half, unless otherwise specified in the contract.

- J. The facility managers are responsible for required overtime coverages. The event and number of staff members requiring the overtime must be approved by the building principal or immediate supervisor. The facility manager shall have the right of first refusal for overtime in their building

and shall be responsible for supervision and evaluation of custodial staff at the building while the Facility Manager is on overtime and thereafter shall offer the building staff the available overtime on a rotating basis. Any additional overtime needs will be obtained through the office of the Supervisor of Facilities who will maintain a rotating list of eligible employees from the EFMMA and EPSCMA that opt to participate in district wide overtime.

ARTICLE IX

EMPLOYEE REQUIREMENTS

Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with his/her employment with the Board of Education. In the event an emergency exists, employees are expected to work overtime as assigned by the Supervisor of Facilities. Emergencies shall be defined as any condition that would affect the opening, safety or integrity of the buildings as determined by the Superintendent's Office.

ARTICLE X

PROBATIONARY PERIOD AND DISCIPLINE

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

The exception to this progressive discipline may occur if the violation is of a criminal nature in which the Board may take action that is deemed necessary based on the severity of the offense.

However, the standards of progressive discipline as agreed to herein shall not mitigate or supplant the New Jersey Tenure Statutes as currently applied to bargaining unit employees nor shall any member be disciplined without just cause.

- D. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he/she will be so advised and may have an Association representative present during such a meeting.
- E. Offers of employment to prospective employees shall be contingent upon satisfactory medical

examination by the district Medical Inspector.

ARTICLE XI

INSURANCE PROTECTION

A. Insurance Coverage

The Board shall provide the State Health Benefits Direct 10 Plan or equivalent which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The benefit package as provided can be accessed at the state's website: www.state.nj.us/treasury/pensions/shbp.htm. The network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website: www.horizonblue.com/shbp.

The Board of Education will not change insurance plans/carriers without first discussing the proposed change with the Association.

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:

<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
\$40 single / \$120 family	\$40 single / \$120 family	\$40 single / \$120 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. The EFMMA acknowledges that the district's dental benefit carrier includes coverage for porcelain fillings and tooth implants and agree that, since no other dental carrier provides these coverages, these services will not be considered as requirements to satisfy the equal or better than clause, if and when, the district seeks an alternative dental provider.

3. Prescription Plan

The Board shall provide the State Health Benefits Direct 10 Prescription Plan, Benecard, or equivalent. The benefits and network information can be accessed at the websites listed above.

4. Eligibility

All employees will receive full medical, dental and prescription coverage for themselves and their dependents, if any, from the first of the month following their date of hire except when State Direct 10 plan requires a 60 day waiting period.

B. Policy on Insurance Coverage: Rules and Regulations

The annual premiums for health and prescription coverage will be based on four categories: single, husband/wife (legally united by marriage certificate or certified civil union), parent/child (single parent with child(ren)) and family.

1. Family Coverage

An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage.

2. Husband/Wife Coverage

An employee who has a spouse or certified civil union partner who does not have dependent children shall be eligible for husband/wife coverage.

3. Single Coverage

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

4. Parent/Child Coverage-

Any single employee with a dependent child or children shall be eligible for parent/child coverage.

5. Retirees

1. Retirees shall be eligible to participate in all health benefits programs at group rates.

2. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.

3. All employees shall notify the Board of Education, without delay, when eligibility changes or ceases. Employees shall be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.

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.

C. 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 re-enroll 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 coverage.

D. Upon the transition to the State Health Benefits Direct 10 Plan or equivalent, any increase in the annual premium for health or prescription will be allocated as follows: The Board of Education will bear the cost of the first 10% increase on health or prescription premiums annually. Any increase above 10%, up to an additional 10% annually, will be borne by the Association members in the form of a payroll deduction. Any premium increase over 20% will be borne by the Board. The payroll deduction will be calculated as a percent of the annual premium based on the member's coverage classification (i.e., single, husband/wife (legally united by marriage certificate or certified civil union), parent/child (single parent with child(ren)), and family). The deduction will be cumulative annually and will be deducted under the Section 125 pretax IRS regulations

ARTICLE XII

PERSONAL AND SICK LEAVE

- A. Each employee shall be entitled to twelve (12) sick days per year. These days shall accumulate if not used.
- B. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per N.J.S.A. 18-A:30-1.
1. The Board shall grant an unpaid leave of absence on the basis of medical certification (statement from the employee's physician confirming the existence of the disabling condition) of up to one (1) year to any tenured employee who has exhausted his/her accumulated sick leave and who is temporarily unable to perform his-her duties because of disability resulting from illness, injury, pregnancy, or similar condition. Additional leave may be granted at the discretion of the Board.
 2. For the purposes of this Article, "Temporary Disability" will mean one year from the date that unpaid medical leave begins. Medical, dental and prescription coverage will continue for one year after the temporary disability begins. Thereafter, the employee may remain on the group health insurance plan provided he/she reimburses the Board of Education for applicable premiums until termination or return to work.
 3. The Superintendent reserves the right to have employees examined by a physician of the Board's choosing at any time prior to granting, during, and upon request to return from a medical leave of absence. In the event that the employee's and the Board's physicians render conflicting opinions, a third opinion will be obtained by a mutually agreed upon physician.
 4. The Board shall grant leaves of absence for disability to non-tenured employees under the same terms and conditions as for tenured employees, except that in no case may such leave extend beyond the expiration date of the employee's contract.
- C. Each employee may have three (3) personal days' leave each year. Unused personal (P) days will be converted to sick (A) days, and added to the member's accumulated sick leave.
- D. Upon retirement, under the provisions of PERS, members with at least ten (10) years experience in the Edison Township School District will receive payment for sick days earned in the Edison Township School District.
- E. Upon leaving the district for any reason other than retirement, members who have completed fifteen (15) years of service in the Edison Township School District will receive payment for sick days accumulated in the Edison Township School District.
- F. Payment for unused accumulated sick leave will be for 100% of eligible days at the rate of \$32.00 per day. In the event of an employee's death, the deceased employees with ten or more years of service shall receive the benefit rate of \$32.00 per day for their unused accumulated sick days payable to the estate of the deceased member.

Each employee shall be entitled to five (5) days' leave for death of a parent, spouse, child, brother or sister. Employees shall also be entitled to four (4) days' leave for other deaths in the immediate

family (grandparents, grandchildren, mother-in-law, father-in-law). A one (1) day leave will be granted for the death of other relatives (aunt, uncle, niece, nephew, brother-in-law, sister-in-law and spouse's grandparent). In the event of the death of a member, teacher, or student in the Edison Township School District, the Superintendent or designee shall grant to an appropriate number of members sufficient time to attend the funeral.

ARTICLE XIII

VACATION

Vacation Allowance for each employee as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
6 months – 1 year	5 days
1 – 5 years	10 days
5-10 years	15 days
For every year past 10	One day per year up to a maximum of 25 days

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of district seniority. Employees who are entitled to three (3) or more weeks of vacation must take at least one (1) of these weeks during the summer. Any vacation days not taken as specified herein are forfeited. Any other vacation days not taken are also forfeited.

All employees shall be required to work the last full work week in August prior to the opening of the school year.

The vacation schedule for the following school year will be established not later than May 15, provided the employee receives written verification of days allocated. Changes will only be permitted with the approval of the Principal, Supervisor of Facilities, and the Superintendent or his/her designee. Any employee leaving the Edison School District shall be paid for vacation time earned and not used.

ARTICLE XIV

HOLIDAYS

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

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

In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar. The alternate day will be determined by the Association prior to finalizing the school calendar, and will be on a day that the schools have been scheduled to be closed. The alternate day may be on a Monday or Friday unless there is a scheduling problem. When the schools are open on any of the days listed above, the day will be paid at straight time and the regular overtime provisions of the contract shall apply. For employees who are required to work on the alternate day, that day shall be treated as a holiday within the meaning

of Article XIV, Section B of this contract.

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.

Alternate holidays that the Association would like to schedule on Friday or Monday, provided school is closed, will be at the discretion of the Association and Board based on scheduled activity in the schools.

ARTICLE XV

DUES DEDUCTION AND AGENCY SHOP

Dues Deduction

1. Each of the professional associations 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.
2. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
3. The filing of notice of a member's withdrawal shall be prior to December 1 and shall become effective to halt deductions as of January 1 next succeeding the date on which the notice of withdrawal is filed.
4. The Board agrees to deduct from the salaries of its members dues for professional associations or any combination of associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-14, 9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing on the form provided by the personnel office.

B. Agency Shop

1. Purpose of Fee

If any manager does not become a member of the association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said manager will be required to pay a representation fee to the association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as majority representative.

2. Amount of Fee-Notification

Prior to the beginning of each membership year, the association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount.

3. Termination of Employment

If a manager, who is required to pay a representation fee, terminates his or her employment with the

Board before the association has received the full amount of the representation fee, no further payment will be required.

4. Changes

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

5. New Employees

Any new employee within the unit who fails to join the association within 60 days will be added to the agency shop list for deductions.

Any unit member may appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.Conflict with Other Units with Agency Shop

In negotiating with other bargaining units in the district related to agency shop provisions, the Board of Education shall exempt all supervisory employees from any agency shop claims from any unit other than the one in which the supervisory employee is eligible for membership.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. Facility Managers shall evaluate all permanent, full-time or part-time employees employed in their building. All evaluations shall be submitted to the principal by the last workday in June.
- C. The members shall be responsible for providing their uniforms that conform to the district approved uniform criteria listed below for the duration of the current collective bargaining agreement. The member's uniform allowance is provided through their compensation package.
- School Facility Managers - Gray shirt (long or short sleeve) with embroidered name; black Dickie pants (denim or non-denim);
 - Maintenance, Grounds, and Warehouse Managers - Blue shirt (long or short sleeve) with embroidered name; blue Dickie pants (denim or non-denim);
 - Black belt;
 - Steel-toe safety shoes;
 - Neat, clean appearance at all times;
 - Shorts will be allowed when weather dictates and school is not in session.
1. Any employee who reports for work in a uniform that is not clean, presentable and appropriate will be considered insubordinate and disciplinary action will be taken.
- C. Any employees who are requested to use their cars on school business shall be reimbursed at the rate established by the State of NJ.
- D. The Board will reimburse employees for the cost of tuition for any job-related course, workshop, or training session which they may be required to attend. Tuition for any job-related course, workshop or training session which is not required but approved by the Superintendent or his designee shall be reimbursed at cost, not to exceed five hundred dollars (\$500.00) per year.

SALARY DIFFERENTIALS

A.

<u>LONGEVITY</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
6 Years	\$1,301	\$1,301	\$1,301
10 Years	1,927	1,927	1,927
15 Years	2,427	2,427	2,427
20 Years	2,990	2,990	2,990
25 Years	3,554	3,554	3,554

The above amounts represent the total longevity payment and are not cumulative. Longevity payments shall be added to the employee's base wage on each anniversary date of his initial date of hire.

B. BLACK SEAL

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

C. Paychecks shall be issued on the last working day prior to the fifteenth (15th) of the month and the last working day prior to the end of the month.

D.

<u>STIPENDS</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Maintenance Facility Manager	\$8,020	\$8,020	\$8,020
Grounds Facility Manager	8,020	8,020	8,020
Warehouse Facility Manager	4,900	4,900	4,900
Toolperson	3,020	3,020	3,020

E.

<u>SCHOOL FACILITY MANAGER</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Elementary School	\$6,054	\$6,054	\$6,054
Middle School	6,880	6,880	6,880
High School	7,431	7,431	7,431

F.

FACILITY MANAGER SALARY GUIDE

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Base Pay	\$55,457	\$56,766	\$58,101

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall become effective the first day of July 2009 and shall remain in effect until midnight of June 30, 2012, or until a successor agreement has been properly negotiated. This agreement has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this agreement is null and void.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed, this _____ day of _____, **2009**.

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

EDISON FACILITIES,
MAINTENANCE AND MANAGEMENT
ASSOCIATION, INC.

ATTEST:

ATTEST:

David J. Dickinson, President

Jerome Higgins, President

Daniel P. Michaud, Secretary

William Gerity, Secretary

DATE: _____

DATE: _____