

**Agreement Between**

Medford Education Association

**and**

Medford Township Board of Education

Transportation Department

**2008-2011**

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ARTICLE I  
UNIT RECOGNITION

- A. The Board hereby recognizes the Medford Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for personnel as indicated below under contract, on leave, employed or to be employed by the Board, including:
1. Drivers
  2. Transportation Assistants
  3. Mechanics – (Excluding Head Mechanic)
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Consistent with Chapter 123, Public Law of New Jersey 1974, the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than December 1, 2010, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of concern and interest. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all parties.
- C. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and law representatives to assist in negotiations.
- D. Whenever members of the bargaining unit and Board, or its representatives, are mutually scheduled by the parties hereto to participate during working hours in conferences, grievance proceedings, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a claim by a grievant that a loss or injury has been incurred as a result of the misinterpretation or misapplication of the terms of this Agreement, and shall be subject to binding arbitration. A claim by a grievant that a loss or injury has occurred as a result of the misinterpretation or misapplication of an existing Board rule, policy, practice or administrative decision as these affect terms and conditions of employment shall be subject to advisory arbitration.

B. A grievance to be considered under this procedure must be initiated by the employee or group of employees within forty-five (45) working days from the time the grievant knew or should reasonably have known.

C. An aggrieved person is the person or persons making the claim.

D. The Association shall be advised within two (2) working days that a grievance has been filed with the Superintendent by an individual or group of employees and shall further be provided with the Superintendent's response to the grievance.

E. Any employee who decides either alone or with the assistance of the Association that he has a grievance shall discuss it with his immediate superior or principal in an attempt to resolve the matter informally at that level. All grievances that involve salary, monetary compensation or the Superintendent's administrative decisions may begin at level three of the grievance procedure.

F. LEVEL TWO

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) working days of such discussion, the employee shall set forth his grievance in writing to his principal or other immediate superior, specifying:

- a. The nature of the grievance and date occurred.
- b. The results of the previous discussions.
- c. His dissatisfaction with decisions previously rendered.
- d. Relief sought.

The principal or immediate superior shall communicate his decision, to the aggrieved and his representative, in writing within seven (7) working days of receipt of the written grievance.

G. LEVEL THREE

The employee, no later than seven (7) working days after receipt of the principal's or immediate superior's decision, may appeal the principal's or immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or immediate superior as specified above the employee's dissatisfaction with decisions previously rendered. The aggrieved party or his/her representative may request a meeting at this Level at which he/she may present his/her reasons in support of his/her grievance. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) working days, the Superintendent shall communicate his decision in writing to the employee, the principal or immediate superior, and the Association.

#### H. LEVEL FOUR

If the grievant is dissatisfied with the decision of the Superintendent, he or she, no later than seven (7) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) working days to the Board of Education.

The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty (30) working days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

#### I. LEVEL FIVE - Arbitration

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a violation of this Agreement between the Board of Education and the Association, the employee or Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than fifteen (15) working days after the decision, in writing, to the Board of Education. The request for arbitration can be honored only if the grievant or grievants and the Association representing them waive the right if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

Within ten (10) working days after such written notice of submission to arbitration, the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator.

- a. A joint request shall be made to PERC, to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request PERC to submit a second list.
- c. If the parties are unable to agree, within ten (10) working days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator. The arbitrator shall limit himself/herself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory, except for claims arising from a misinterpretation or misapplication of the terms of this agreement where such recommendation shall be binding on both parties. Only the Board, the employee and his representative, and the Association shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) working days of the completion of the arbitration hearings.

#### J. COST OF ARBITRATION:

Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally. Whenever, by mutual agreement of the parties, any representative of the Association or any employee participates in grievance proceedings during working hours, he shall suffer no loss in pay.

Forms to be used in the filing of grievances shall be prepared by the Superintendent or his designee

after consultation with the Association.

ARTICLE IV  
EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiation. As a duly selected body exercising governmental power under the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of the State 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 membership in the Association.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension may be considered a disciplinary action and may at the option of the employee, be subject to the grievance procedure.

Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior 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 and represent him during such meeting or interview.

- D. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided this shall not interfere with or interrupt normal school operation.
- E. Any Criticism by a supervisor, administrator or board member of a Transportation Department employee's job performance or any question or criticism by a Transportation Department employee of a supervisor or administrator of his/her method of administration or supervision shall be made in confidence and not in the presence of students, parents, other employees, or at public gatherings insofar as such is legally possible.

ARTICLE V  
WORK YEAR AND WORK HOURS

- A. The drivers work year shall be defined as 180 days per school year.
- B. At least one mechanic shall be employed on a twelve (12) month basis and other mechanics to be hired according to need as determined by the Board.
- C. The basic contract for all drivers shall consist of four (4) hours daily, two (2) continuous hours in the A.M. and two (2) continuous hours in the P.M. Drivers shall report for work ten (10) minutes before the scheduled departure time for their first trip and may leave after completion of their routes and other assigned tasks that would occur within the contracted time.

- D. The kindergarten runs and midday runs for van drivers shall be included in a separate contract. An employee shall be paid for the kindergarten or midday run for sick or personal leave provided that such leave is available. In the event a kindergarten or van driver chooses to drive a conflicting field trip, the driver is responsible to obtain a replacement for the kindergarten or midday run on the day of the field trip from the seniority list.
- E. The work day for full time mechanic(s) shall consist of eight hours, Monday through Friday including one thirty (30) minute uninterrupted lunch period. The employee shall not be required to work beyond 5 P.M. as part of their normal work day.

ARTICLE VI  
OVERTIME - ADDITIONAL COMPENSATION

A. Overtime for all full time employees

- 1. Mechanic - Overtime shall be paid at the rate of one and one half times (1½) the employee's regular hourly rate of pay for all time worked in excess of eight (8) hours in any work day. For the purpose of determining the overtime, the following shall count as regular work days: (Holidays, paid sick days, personal days, vacation days and other approved leave.)
- 2. Mechanics who work on Saturday shall be compensated at time and one half. Mechanics who work on Sunday shall be compensated at double time.

B. Other Compensation

- 1. Drivers - Drivers shall be paid at their prorated hourly rate for authorized time spent in the garage while arranging emergency dismissals, time spent over the basic hours due to breakdowns and/or bus inspections. In addition, Drivers shall be compensated for attendance at mandatory meetings, work related court appearances
- 2. Bus washing shall be paid at \$12.00 per vehicle for the 2008-2011 Agreement.
- 3. The Board may require drivers to participate in a defensive driving training program as conducted by New Jersey State Officials. Drivers shall be paid at their prorated hourly rate.
- 4. All drivers shall attend one two (2) hour orientation meeting during the last two weeks of August or an alternate time for drivers who are away at this time, to discuss bus routes, time, stops, etc. Drivers shall advise the School Business Administrator no later than June 30 of their non-availability during this time. Drivers shall be paid at their prorated hourly rate. The Board shall notify the drivers of said meeting date by July 30. The runs shall be available for inspection, one week prior to said meeting.
- 5. Drivers shall attend a one (1) hour meeting scheduled in late September for the purpose of reviewing bus routes, bus problems, class trips, etc. Drivers shall be paid at their prorated hourly rate.
- 6. Driver-Overtime shall be paid at the rate of time and one-half (1 ½) after four and one-half (4.5) hours. On delayed opening/early dismissal days drivers shall be paid one additional hour at the current Step I rate as per the contract to serve as special compensation for schedule adjustment.

7. Un-contracted drivers and transportation assistants who are requested to work and show up for work will be paid a minimum of one half hour (1/2 hour) at their prorated hourly rate.
8. Transportation Department Mechanics will be reimbursed a total of One Hundred and Twenty-Five dollars (\$125) per each year of this agreement over the duration of this contract (2008-2011) for the purchase of work boots and/or winter gloves and rain boots upon submission of receipt for such purchase. In addition, the district will provide a winter insulated jacket as part of its annual uniform purchase.

C. Trips

1. Drivers shall be available for at least three field trips a year if needed. When drivers are assigned to major cities, such as Philadelphia, New York, Trenton, Camden or other locations considered to be difficult driving areas as determined by the Superintendent of Schools and/or his designee, at least two buses or two (2) drivers on one bus (upon driver's request) will be assigned and these drivers shall alternate the driving.
2. Procedures
  - a. Trips are posted on bulletin board 72 hours prior to scheduled date.
  - b. Trips three (3) hours or more, provided they start within normal driving hours, will be offered on a seniority rotation basis known as the "Wheel". All other trips: Interested drivers must sign their name and date and will be chosen by order of district seniority.
  - c. Forty-eight (48) hours before trip the list will be removed and the drivers chosen by order of district seniority.
  - d. The list of drivers is then posted.
  - e. When a trip less than three (3) hours is requested on short notice, the drivers will be asked if they are interested by order of district seniority according to the sign-up list. When a "Wheel" trip is requested on short notice, the drivers will be asked by order of district seniority. When a short notice (48 hours or less) "Wheel Trip" has been assigned, the next trip will return to the district seniority list and be offered accordingly. The driver(s) selected for the wheel trip must count the trip as his/her turn on that round of the wheel.
3. Compensation
  - a. All trips listed under "b" below will be compensated at:
    - \$21.00 per hour – 2008-09
    - \$21.50 per hour – 2009-10
    - \$22.00 per hour – 2010-11Trip rate compensation will be paid for a minimum of one (1) hour and prorated.
  - b. Trips
    1. Field trips/Wheel Trips
    2. Extra runs
    3. Shuttle: within district
    4. After school (i.e. Band, Chorus, Activities, etc.)
    5. Weekends

- D. Kindergarten and midday runs will be compensated at the trip rate for the first hour. Additional time over the hour will be paid at the driver's basic contracted rate.



E. Summer Work

1. Trips

- a. Summer trips for bus drivers will be assigned on a district seniority basis.
- b. Interested drivers must sign their name and date on the posted summer work list.
- c. Trip rate compensation will be paid for a minimum of one (1) hour and prorated for additional time worked over the hour.

2. Routes/Runs

- a. Van drivers will have the right of first refusal for summer runs involving students listed on their contracted ten month runs. In the event the van driver refuses, the route will be assigned in order of district seniority.
- b. Drivers will be paid at their prorated hourly rate for summer routes/runs as per contract.
- c. Interested drivers must sign their name and date on the posted summer work list. Assignments will be given on a district seniority basis.
- d. Interested drivers must commit to drive a summer route for its full duration. Drivers may not take vacation time throughout the duration of the summer route.

3. Summer Helper(s)

- a. Summer help for the bus garage will be assigned on a seniority basis for bus drivers at the posted rate for summer maintenance help.

- F. There shall be a pot of five thousand dollars (\$5,000) per year included in the contract for payment to current employees, excluding new hires, who are required to renew commercial drivers licenses and/or who are required to be fingerprinted and/or have a background check to retain their current employment.

ARTICLE VII  
HOLIDAY SCHEDULE FOR NON-DRIVER PERSONNEL

A. Twelve (12) Month Employees:

1. July 4th
2. Labor Day
3. Columbus Day or Veterans Day or days in lieu of arranged with supervisor
4. Thanksgiving Day and the day after
5. Christmas and another day
6. New Year's Day and another day
7. Good Friday
8. Easter Monday
9. Memorial Day
10. Presidents Day

In the event a twelve (12) month employee is required to work on an above listed holiday the employee shall be paid at a rate of time and one half (1 ½) for the day worked.

B. Ten (10) Month Employees:

1. Columbus Day and Veterans Day or days in lieu of arranged with supervisor
2. Thanksgiving Day and the day after
3. Christmas Day and another day
4. New Year's Day and another day
5. Good Friday
6. Easter Monday
7. Memorial Day

- C. The mechanics may choose to attend the N.J.E.A. Convention days at no loss of pay or time providing that one mechanic is on duty each of the N.J.E.A. Convention days. A certificate of attendance will be furnished upon request.

ARTICLE VIII  
VACATION SCHEDULE

- A. Vacation eligibility for all twelve (12) month employees shall be determined as of July 1 of each year. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

- |    |              |         |
|----|--------------|---------|
| 1. | 1 - 5 years  | 2 weeks |
| 2. | 6 - 9 years  | 3 weeks |
| 3. | Over 9 years | 4 weeks |

ARTICLE IX  
EMPLOYEE FACILITIES AND RESPONSIBILITIES

- A. The Board shall pay the cost of rental uniforms for the mechanic.
- B. Drivers shall be responsible for the general cleanliness of their assigned vehicle. General cleanliness shall include the sweeping of the vehicle daily and the cleaning of the windshield as often as is necessary.
- C. Each bus driver shall before leaving the garage on each morning check their vehicle for safety by use of the safety list required by the State of New Jersey.
- D. Drivers shall provide the following reports when necessary; repairs which are necessary, accidents as required by law, discipline forms and field trip evaluations with a fourth (4th) copy to be retained by driver.

ARTICLE X  
EMPLOYMENT PROCEDURE

- A. Each driver shall receive credit for up to a maximum of five (5) years of previous experience in the Medford Township Public Schools as a bus driver, and up to a maximum of five (5) years experience as a school bus driver. Such time shall only be applicable to the initial placement on the salary guide.
- B. Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 2008-2009 school year. Any 12 month employee employed for six (6) successive months of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year. Any 10 month employee employed for five (5) successive months of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.
- C. Resignations - An employee who is resigning from his/her position shall give the normal two (2) weeks notice. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- D. Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th. Employees shall receive contracts for Kindergarten/Mid-Day/Mid-Day Preschool routes no later than November 15<sup>th</sup> of each school year.
- E. At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract to any duties inconsistent with their general job description. The parties agree that employees shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and Administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.
- F. The Board agrees that it will not hire new drivers at rates that are higher than presently employed drivers with equivalent work experience.

ARTICLE XI  
SENIORITY

- A. School district seniority is defined as service by employees in the school district. Seniority begins with the first contracted workday. An employee shall lose all accumulated school district seniority only if he/she:
1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the district.
  2. If there is a tie; a lottery shall be used at the beginning of each year to determine the order of district seniority for that year. In an initial year where a lottery needs to be held to determine placement on the district seniority list, a review committee consisting of a member from the Central Staff and an MEA Representative appointed by the MEA President will be present to witness the lottery process. Each year thereafter, district seniority for those employees only, will be based upon a rotation basis.
- B. Seniority - Buses - Runs
1. When basic contracted run openings occur present employees shall be considered by order of district seniority through December 31<sup>st</sup> of each school year. Effective January 1<sup>st</sup> of each school year run openings will be assigned by the Transportation Supervisor.
  2. When mid-day/kindergarten run openings occur present employees who are not currently under contract for a mid-day/kindergarten run shall be eligible for said opening(s) by order of district seniority.
  3. In the event a basic contracted run is discontinued during the school year, the affected driver shall be assigned driving responsibilities by the supervisor for the remainder of the school year.
- C. Selection of Runs
1. Drivers shall select their runs at the beginning of each school year. The drivers shall select in the order of their district seniority. The selections of the drivers shall be honored as they have in the past except if the selection is not administratively feasible. If the selection does not meet with approval, the driver may select a second and third choice.
  2. New buses which arrive during the school year shall be assigned according to the needs of the district as determined by the administrators.
  3. Drivers may choose a basic contracted run in order of school district seniority with no obligation to van or bus designation.
- D. Reduction in Force
1. In the event of a work location reduction in force, including reductions caused by discontinuance of facility, the employees shall be laid off in the inverse order of district seniority of the employees in the department involved.

2. A laid off employee shall be entitled to recall, thereto in the order of his/her district seniority. An employee shall remain on the lay off list for ten (10) months. The Board shall not hire from the outside market until all those on the list have received a reply to the recall notice.
3. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the school district, by certified mail return receipt requested. Within seven (7) consecutive days from the receipt of such notice of recall, the employee shall notify the Assistant Superintendent for Finance and Support Services, in writing, whether or not he/she desires to return to such work, involved in the recall.

ARTICLE XII  
SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- B. Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments. Pay dates shall be the 15th and 30th of each month except February which will be the 15th and the last working day of the month.
- C. Each employee represented by this agreement (Drivers, Transportation Assistants, and Mechanics, excluding Head Mechanic) employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments. All deductions shall be paid in twenty (20) equal installments. Pay dates shall be the 15th and 30th of each month except February which will be the 15th and the last working day of the month.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last working day.

ARTICLE XIII  
DISMISSAL PROCEDURE

- A. Any employee who received a notice of non-employment may within ten (10) calendar days thereafter, in writing, request a statement of reasons for such non-employment from the superintendent, which statement shall be given to the employee in writing within ten (10) calendar days after receipt of such request.
- B. Any employee who has received such notice of non-employment and a statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within ten (10) calendar days after receipt by the employee of the statement of reasons. The Board shall meet within thirty (30) days of the receipt of the request. The employee may elect to have a representative with him.
- C. Should the Board fail to give an employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, the Board shall be deemed to have offered to that employee continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the employee.

ARTICLE XIV  
COMPLAINTS

- A. Any complaints regarding an employee which does or may influence evaluation of an employee shall be processed through the immediate supervisor. There shall be a meeting of the employee and the supervisor to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

ARTICLE XV  
LIAISON COMMITTEE

- A. The Association Representative(s) may meet with the Superintendent or designee, at least two (2) times per year to review and discuss items of mutual interest and the administration of the bargaining agreement. The meeting(s) shall be at mutually agreeable times and the Association shall submit suggested agenda topics one (1) week prior to the meeting.

ARTICLE XVI  
SICK LEAVE

A. DOCTOR'S CERTIFICATE

If an employee is absent on sick leave for three (3) consecutive work days or more, or on the day before and after a day(s) school is not in session, a doctor's certificate shall be required.

- B. At the beginning of each work year, all employees shall be entitled to ten (10) days sick leave for ten (10) month employees and twelve (12) days sick leave for twelve (12) month employees, each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. A pay difference between substitute driver and driver's pay when sick leave expires shall be paid to the driver for twenty (20) driving days after the expiration of cumulative sick leave. Employees shall be given written notice accounting of accumulating sick days no later than October 15th of each school year.
- D. 1. Upon retirement from the District, and actual commencement of the payment of a pension by the Division of Pensions unless otherwise notified by the employee in writing by June 1<sup>st</sup>, the Board shall pay the retiring teacher and CST severance pay calculated at 50% of per diem rate per day and all support staff 50% per diem rate per day for the duration of this contract for each day of unused sick leave as of the effective date of retirement. Payment shall be made on August 15 or January 15 following the close of the fiscal year in which they retire. A fund in the amount of \$103,150.00 shall exist for the 2008-09 school year. If the amount to be paid out exceeds the budget, then it shall be prorated among the recipients. In 2009-10, the fund shall be increased to \$121,150.00 and in 2010-11 the fund shall be increased \$139,150.00. In the event that sufficient funds are not available to pay the full amount of the entitlement to a given year's retirees, those retirees shall be entitled to extend their respective entitlement to a maximum of two (2) years beyond the initial year of entitlement. This shall occur by making available to them any funds not used by a subsequent year's retirees. All eligible prior retirees shall be paid on a pro rata basis. This entitlement shall be limited to three (3) years total of entitlement until they have received the full 50% of per diem rate per day for certificated staff and 50% of per diem rate per day for support staff unless the full entitlement is paid out prior to the end of that time.

2. In the event that funds are not expended in either the severance pay account or the tuition reimbursement account each fund will be used to offset shortages in the other up to the maximum agreed amount for the year in the combined accounts. The formulae for distribution shall not be affected.
  3. If an employee leaves the district after 10 years of continuous service or more in the district, he/she shall be paid severance pay for unused sick leave in the same manner as for retirement.
  4. In the event an employee eligible for retirement under PERS or who at 10 or more years of continuous service in the district dies prior to retirement his/her estate shall be paid for unused sick leave as if the person had retired.
- E. Any employee who does not use sick leave, the family illness day, incidental day without pay, and/or workers compensation days during the duration of this contract shall be paid \$250.00 by the Board of Education on August 15<sup>th</sup> of each fiscal year. Employees working less than 29.5 hours per week must work five days per week in order to be eligible for the perfect attendance stipend.
- F. Sick Leave Bank - The Board and MEA recognize that severe situations may arise when an employee has suffered an extremely serious illness or injury. The pain and loss suffered by the employee and the employee's family may be compounded by the exhaustion of available leave benefits. The parties recognized that the Board may, in its discretion, extend sick leave benefits. However, limited revenues to public education may render the extension of such benefits impossible or unlikely. In order to provide added protection to employees that have suffered extremely serious illness or injuries, and in order to assist the Board in meeting the financial pressures inherent in extending sick leave benefits in dire, compelling situations of need, this Sick Leave Bank ("the Bank") has been created. The Bank is not intended to be a substitute for disability insurance; nor is it a form of supplemental sick leave. It is intended to be a remedy of last resort, applicable only in the most dire of circumstances. The parties recognize that the Bank will be administered fairly, impartially, and in accordance with the procedures set forth below. All parties fully recognize that final decisions regarding utilization of days in the Sick Leave Bank must rest in the discretion of the Board. The parties recognize that utilization of the Bank's resources must be carefully scrutinized by the Board in order to insure continued availability of resources for all participants. The Bank shall be operated in accordance with the following understandings, agreements and standards:
1. The Bank was initially created during the contract term July 1, 1992 through June 30, 1995. The parties hereby agree to extend the Bank through the present contract term, subject to the modifications contained in the present agreement.
  2. From September 1, 2008 to September 30, 2008 all employees who have not enrolled in the Sick Leave Bank to date will be given a one time opportunity with amnesty from giving more than one (1) day for joining the Sick Leave Bank. This will be advertised by the MEA and the Personnel Office.
  3. For subsequent years of the agreement an employee may participate in the Bank if she/he has donated a minimum of one (1) earned and accumulated sick day during an enrollment period prior to the employee's request to utilize the Bank. Each year, the enrollment period shall be September 1 to September 30. Each new employee will be notified in writing regarding the Sick Leave Bank benefit by the Personnel Office upon hire. Employee contributions shall be voluntary.
  4. As of October 1, 2008, late entrants to the plan must contribute one (1) day for each year that the person was eligible to participate but did not.

5. The Bank shall be available only to those employees who have:
  - a. exhausted all of their earned and accumulated leave time (example: vacation, sick, personal,) and
  - b. have been absent a minimum of twenty (20) consecutive workdays as a result of the covered medical condition; and
  - c. received a diagnosis from a qualified medical expert that indicates the employee suffers from a medical condition that will have a dire medical impact upon the employee. Examples of dire medical impact may include:
    1. diagnosis of an impending terminal condition, coupled with the employee's inability to work as a result of the terminal condition; (i.e. cancer, AIDS, comatose brain damage) and/or
    2. diagnosis of a life-threatening medical condition coupled with the employee's inability to work as a result of the life-threatening condition; (i.e., heart attack, organ transplants, amputation surgery) and/or
    3. diagnosis of a medical condition that presents a substantial risk of the loss of an essential bodily function, coupled with the inability to work as a result of such medical condition (i.e., vision, amputation, digestion).
6. An employee who is eligible to utilize the Bank must follow the procedures set forth below:
  - a. A written request, accompanied by a physician's opinion setting forth the reasons for qualification must be submitted to the Superintendent;
  - b. The application, once complete, will be reviewed by the Superintendent.
  - c. The Superintendent will review the application and submit a recommendation to the Board of Education that supports either approval or rejection of the claim. The applicant will be given a copy of the Superintendent's recommendation.
  - d. If the recommendation is for rejection, the employee may appeal immediately to the Board of Education for review.
  - e. Any recommendation for approval must be formally adopted by the Board of Education
  - f. All decisions of the Board shall be final. Arbitration shall not be an available remedy.
7. The following matters will not be considered a covered medical condition under any circumstances.
  - a. Elective surgery;
  - b. Conditions for which a remedy exists under Worker's Compensation laws;
  - c. Conditions that will entail twenty (20) days or less lost compensation;
  - d. Conditions involving mental illness or addictive behavior.
8. The Sick Leave Bank shall be administered by a committee which shall be comprised by three (3) members selected by the Board of Education and three (3) members selected by the Medford Education Association. The committee may recommend standards or procedures to the Board of Education and the Medford Education Association for approval that it deems appropriate for the operation of the Sick Leave Bank.



9. An employee's use of the Bank shall be subject to approval of the Board or its designee. This article is subject to the grievance procedure only to the level of the Board of Education.
10. Bank days cannot be extended automatically from one work year to another. Beginning the next year, an employee who is unable to return to work must use his/her accumulated sick leave days before drawing upon the Bank.
11. An employee is eligible to use Bank days equal to the number of accumulated sick days prior to the covered illness, but not to exceed 100 bank days in any one year (July - June) for each covered illness.
12. The number of days included in the Bank shall be limited. The maximum shall be capped at 400 days except to permit eligible employees to join or the Bank to be replenished. The Bank will be replenished by contributions from members (one (1) per member) on September 1 following any year in which the Bank has dropped below 200 days. Members must contribute to stay active in the Bank.
13. Participating in the Bank will not affect the eligibility of a member to receive compensation for unused sick leave on an annual basis.
14. If the Bank goes out of existence whole days will be returned to contributing members if enough are available for all members. All other unused days will revert to the Board. For example if there are 200 members and 250 days when the Bank ceases to exist then each member would be returned one sick day and the Board would keep fifty. If there were only 100 days available the members would not receive any and the Board would keep 100.
15. The parties agree to review the success of the Sick Leave Bank during negotiations for a successor contract. Continuation beyond June 30, 2011 must be mutually agreed upon by the MEA and the Board of Education.
16. By November 1 of each year of this agreement the MEA will be provided with an updated list of Sick Leave Bank donors by the Central Office.

ARTICLE XVII  
TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES:

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay.

B. PERSONAL DAYS:

1. Contracted personnel shall be entitled to four (4) personal business leave days per year. These days are to be requested at least three (3) days in advance, except in cases of emergency. All requests for personal business leave days after the first week of school and before the last week of school and/or the two (2) days before or after a school holiday are to be made to the employee's direct supervisor. Upon application for personal business days in this instance, reasons for the request shall not be required. Taking these days shall not in any way affect the number of designated employee sick leave days.

Up to three (3) unused personal leave days per year shall accumulate as sick days and be added to the employee's accumulated sick leave if they are not used.

2. Employees may submit, without reason, to the superintendent for the utilization of a personal day during the first and last week of school and during the day just prior to a school holiday or the day just after a school holiday. Two (2) or more personal days are not permitted to pyramid with any school holiday and/or during the first and last week of school. No more than fifteen (15) requests for the utilization of a personal day, with pay, during the first and last week of school and in conjunction with any given holiday shall be granted. A second request under this provision will be considered after priority has been given to first time requests.
3. Personal business leave days may be taken in case of emergency at any time subject to the approval of the Superintendent. Disputes over what constitutes an emergency shall be determined by the grievance procedure.
4. For those employees that were previously granted permission to utilize (1) of their four (4) personal days during the first week of school and/or the last week of school and/or the one (1) day before or after a school holiday, and request the utilization of an additional personal day(s) under the provisions stated above, must submit a request to the superintendent stating one of the following reasons listed below involving the employee and members of the immediate family including spouse, parents, children, resident relatives, and significant other(s). All other reasons will be unpaid leave.

The Superintendent shall grant exceptions for personal business leave just before or after a holiday or during the first or last weeks of the school year for the following listed reasons involving the employee and members of the immediate family including: spouse, parents, children, resident relatives, and significant others. All reasons involving other people will be unpaid leave.

- a. the date was set by an agency over which the individual had no control and/or opportunity to set the date,
  - b. an honor or award was being bestowed by an agency,
  - c. graduation ceremonies,
  - d. marriage and/or active participation in a wedding party
  - e. medical needs,
  - f. religious beliefs of employee.
5. No more than ten (10) requests for such personal business days shall be granted with pay on any given holiday unless the Superintendent deems additional days are warranted. Documentation shall be supplied by the employee for use of this clause as stated in section four (4) above.

#### C. BEREAVEMENT

In the case of each death of a member of the immediate family (immediate family as here used means spouse, parents, brothers, sisters, own children, step-children, grandparents, children's parents and grandparents, corresponding in-laws, significant others, and other persons residing in the home of any employee) such employee shall be excused without loss of pay for a period not to exceed five consecutive working days, which shall start no earlier than the day of the death and no later than the day of the funeral/memorial service. All days allowed under this ruling will be in addition to any sick leave. On the death of a staff member, the school may be closed for the session of the funeral on the approval of the Superintendent or his representative.

#### D. PROFESSIONAL DAYS

Professional days and other leaves of absence with or without pay may be granted upon recommendation of the Superintendent and approval of the Board.

## E. FAMILY ILLNESS DAY

All employees shall be entitled to one (1) "Family Illness Day" per contract year. Family Illness Days may be utilized where an employee's personal presence is preferred because of an illness of a parent, a spouse, a child, a significant other or other persons residing in the employee's residence. An informal explanation identifying the family member and the nature of his/her illness will be provided on the Employee Absence Form. Unused Family Illness Days shall not be added to accumulated sick leave.

## ARTICLE XVIII EXTENDED LEAVES OF ABSENCE

### A. TYPES OF LEAVE

There shall be four categories of extended leaves of absence:

1. Emergent Medical Leave
2. Anticipated Medical Leave
3. Emergent Family Leave
4. Maternity and Childrearing Leave

The Board shall honor the dates requested for the periods of actual medical disability. The employee may use accumulated sick leave, if any, for any period of actual medical disability. The periods of actual medical disability shall be certified to in writing by a qualified physician.

### B. DEFINITIONS

1. Emergent Medical Leave

An emergent medical leave arises when the employee suffers a medical disability that was:

- a. Unknown and unforeseen by the employee; and
- b. Requires immediate medical treatment in the form of hospitalization or extended periods of convalescence; and
- c. The disability prevents the employee from performing his normal duties.

Examples of medical conditions that qualify for emergent medical leave are heart attacks; disabling injuries; and cancer related treatment. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for "emergent medical leave".

2. Anticipated Medical Leave of Absence

An anticipated leave of absence occurs when:

- a. The employee is cognizant of the existence of a medical condition that will render the employee unable to perform his/her duties for a period of substantial duration; and
- b. The period of disability is foreseeable and predictable.

Examples of anticipated medical leave of absence are disability associated with pregnancy, laminectomy; orchiectomy; prostatectomy; and elective surgery. These examples are intended to illustrate rather than to provide an exhaustive list of medical conditions that qualify for anticipated medical leave".

### 3. Emergent Family Leave

Emergent family leave arises in the case of a serious illness of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, parent(s), children, siblings, corresponding in-laws, and other persons residing in the home of the employee. At the time of giving notice of the leave, the employee may elect to have the leave extended for the remainder of the year in which it is commenced. The leave is limited to a duration of a maximum of one year, inclusive of Family Medical Leave.

### 4. Maternity and Childrearing Leave

The following shall apply to all employees:

- a. Disability leave associated with pregnancy shall refer to a leave of absence during which an employee is unable for medical reasons to work due to pregnancy. It shall be treated as sick leave and subject to all the requirements of such leave. When an employee either before or after delivery of a child is deemed to be physically able to return to work, the disability leave shall end.

Presumed disability is considered up to four weeks prior to the birth and four weeks after the birth of a child. The determination of whether or not an employee is physically able to return to work will be by the employee's own doctor. The Board may, however, require that she be examined by a doctor of its choice.

- b. Family leave may be taken under the NJ Family Leave Act and/or the Federal Family Leave Act, if the employee has worked the qualifying number of hours. Family leave may not exceed a total of twelve (12) weeks and includes benefits. Family Leave entitlement shall run consecutively with other leaves taken by the employee.
- c. Childrearing leave shall refer to a leave of absence without pay to allow an employee to be with a new child by birth, adoption or marriage. It shall be granted, at the sole discretion of the Board, and only if it is in conformity with the following:
  1. Pregnant employees shall present a certificate from their attending physician regarding the anticipated dates of disability at the time the request for extended leave of absence is made.
  2. Upon expiration of the period of disability, the employee shall either return to work, or begin her Board approve childrearing leave in accordance with the terms of this agreement.
- d. The Board reserves the right to remove any pregnant employee from her position or to insist that the employee accept a leave of absence therefrom if, after her pregnancy is confirmed her performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:

The pregnant employee, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her

duties; or

The pregnant employee's physician and a physician designated by the Board agree that she is not medically able to perform her duties; or

If, after a difference of medical opinion by the employee's physician and the Board's physician, a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached by the Burlington County Medical Society, certifies, that, in their opinion, the employee is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, their fee shall be shared by the Board and the employee involved.

- e. Notice of intention to take a childrearing leave must be made within sixty (60) days prior to the time that leave is requested to begin.
- f. The leave shall commence on the date requested by the employee.
- g. Non-tenured teachers may be granted leave to the end of the then current school year.
- h. At the time of giving the request for childrearing leave, a tenured teacher may elect to have the duration of the leave extended either for the remainder of the year in which it is commenced and/or for the following year as well. For purposes of determining duration of a childrearing leave, any absence of three (3) or more days requires a doctor's certificate in accordance with Article XIV, which is due to pregnancy shall be construed as part of the year of commencement of childrearing leave. In either case the leave will terminate on September 1<sup>st</sup>. Intention to take the following year must be declared in writing to the Superintendent no later than May 1<sup>st</sup>.
- i. No pay, sick leave, insurance benefits or other financial contribution shall be made to a teacher during childrearing leave, except as may be required by the New Jersey Family Leave Act or the Federal Medical and Family Leave Law.
- j. In the event that a employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted and if such request can be fulfilled without substantially interfering with the effective administration of the educational program to which the employee in question was assigned and seeks to be reinstated.
- k. The Board of Education and the Superintendent do not guarantee the assignment of employees the same buildings or same assignment they held prior to the leave of absence.

#### C. PROVISIONS FOR EXTENDED LEAVE

The following pertains to all categories of leave in Article XVI, A, unless otherwise specified:

1. Time for Request - All requests for leaves of absence, other than for emergent medical leave and for emergent family leave, shall be made not less than sixty (60) days in advance of the date on which the leave is to commence. The request for leave of absence shall specify the

- proposed return date.
2. Standard/Educational Programs - Both the Medford Township Board of Education and the MEA recognized that the education of students is the primary function of the Board of Education. Further, both parties recognize that continuity of instruction is a worthy goal. Requests for leaves of absence, except for emergent medical and family reasons, will be reviewed with attainment of education continuity as a paramount objective. Towards this end the parties agree to the following standards and agreements:
    - a. The Board shall honor the dates requested for periods of actual medical disability. The periods of actual medical disability shall be certified by a qualified physician.
    - b. The Board shall endeavor to honor leave dates requested as they relate to Emergent Family Leave. However, the Board shall have the right to modify requested leave dates in order to accord with the objective of education continuity. The Board of Education may grant, reduce or extend the requested leave of absence dates to coincide with commencement and termination of school marking periods and/or parent-teacher conference dates. Federal Medical Leave Act requests shall conform with the law.
    - c. No request for extended leave of absence, other than for emergent medical reasons and emergent family leave, shall be granted if the initial leave date is within twenty-five working days of the commencement of the school year. If an employee requests an extended leave of absence that is to commence within twenty-five working days of the commencement of the school year, the Board of Education shall be authorized to amend the starting date of the leave of absence to the commencement of the school year. In this event, the employee so affected will not be entitled to receive salary or other benefits (i.e. sick leave, personal days, educational benefits and any other applicable prerequisites of employment) for the period between the commencement of the school year and the date the employee has requested as the commencement of the extended leave of absence. This provision is intended to apply to instructional employees only.
    - d. Health insurance benefits will be continued during the period of any medical disability.
  3. Accumulated Sick Leave - Employees may utilize their accumulated sick leave in accordance with applicable State and Federal law.
  4. Medical Certification - The Board shall require, as a condition of an employee's return to service, the production of a certificate from a physician certifying that the employee is medically able to resume employment.
  5. Non-Tenured Employees - With respect to non-tenured employees, no extended leave shall extend beyond the current school year in which leave is to commence.
  6. Tenured Employees - With respect to tenured employees, said leave will be limited to the duration of the current school year, plus, up to one contract/school year immediately thereafter.

#### ARTICLE XIX INSURANCE PROTECTION

- A. The Board will, if the current eligible employee so requests, provide health insurance/major medical coverage for the duration of the contract. In the first year of the contract (2008-09) there will be no change to the existing benefit provisions (other than possible carrier change) provided for in the 2007-08 Agreement between the MEA and the Medford Township Board of Education. Effective July 1, 2009, the base health/medical plan for all Medford Township School employees eligible for benefits will be Direct Access 8 Plan provided for by Horizon Blue Cross an Blue Shield

of New Jersey. Any employee currently enrolled in the Direct Access 9 Plan will be offered a onetime payment incentive of \$900.00 to move their coverage to the base plan (Direct Access 8) during the April/May 2009 open enrollment period. The incentive offered will conclude at the end of the open enrollment period and will not be offered during the duration of the remaining contract. The Board of Education will pay 100% of the premium for the base plan. Effective July 1, 2009, any employee (other than those employees hired prior to July 1, 2008) wanting to continue coverage under the Direct Access 9 Plan, must pay the following differentials:

Single Coverage:	\$175 per year
Parent Child:	\$250 per year
Couple:	\$350 per year
Family:	\$450 per year

New hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.

- B. The Board shall provide a prescription insurance plan for each eligible employee and dependents. The Board shall pay 100% of the premium for single and dependents coverage for current eligible employees. Beginning July 1, 2008, the following co-pays will be in effect:

	<u>Mail Order</u> <u>Generic/Brand</u>	<u>Retail Pharmacy</u> <u>Generic/Brand</u>
2008-2009	\$5.00/10.00	\$10.00/15.00
	<u>Mail Order</u> <u>Generic/Preferred/Non-Preferred</u>	<u>Retail Pharmacy</u> <u>Generic/Preferred/Non-Preferred</u>
2009-2010	\$5.00/10.00/20.00	\$10.00/15.00/20.00
2010-2011	\$10.00/15.00/20.00	\$10.00/15.00/20.00

- C. The Board of Education shall provide a Dental Plan that is based on the usual and customary rate charged for dental work for the contract years 2008-2011. The Board of Education will assume 100% of the premium for current eligible employees and their dependents. Effective July 1, 2004 new hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.

This coverage shall be a non-deductible plan and includes:

- a. Oral Surgery
  - b. Prosthodontics benefits
  - c. Periodontics Benefits
  - d. Orthodontic benefits – up to \$1,500
- D. The Board of Education shall provide an optical insurance plan VSP (Vision Service Plan) for all employees. The Board of Education will assume 100% of the premium for all current eligible employees and their dependents. Effective July 1, 2004 new hires would receive individual coverage only for the first two (2) full years of employment. Their eligibility will increase to two (2) party coverage only for the third full year of employment, and full family coverage in the years thereafter. Eligibility for coverage increases shall be at the first open enrollment period after the employee's anniversary date of service in the district.

This coverage shall be a non-deductible plan and include:

- a. Exam covered in full ..... every 18 months
- b. Prescription Glasses
  - Lenses covered in full ..... every 18 months
  - Single vision, lined bifocal and lined trifocal lenses. Coverage for progressive, tinted or photochromic spectacle lenses is included at no extra cost.
- c. Frames ..... every 18 months
  - Frame of your choice covered up to \$120.00. Plus, 20% off any out-of-pocket costs.
  - OR-
- d. Contacts ..... every 18 months
  - When you choose contacts instead of glasses, your \$105.00 allowance applies to the cost of your lenses and the fitting and evaluation exam. This exam is in addition to your vision exam to ensure proper fit of contacts.

The benefit period is to be every 18 months.

- E. Any contemplated change in the carrier now specified shall be discussed with the Association prior to such change. Such change shall provide equivalent coverage and service. The Association shall receive copies of all existing master plans for insurance carriers.
- F. All twelve (12) month employees will be eligible for full coverage under the base insurance plan effective July 1, 2009.
- G. As of July 1, 2009, if an employee elects not to take health benefits to which he/she is entitled, employee will receive 35% of the premium cost as salary in a separate check the following August.

ARTICLE XX  
DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees dues for the Association. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association. 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.

ARTICLE XXI  
MISCELLANEOUS PROVISIONS

- A. Nondiscrimination - 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 this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.



- C. Proposed new rules or modifications of existing rules governing working terms and conditions shall be negotiated with the majority representative before they are established.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Medford Township Board, on its own behalf and on behalf of the taxpayers of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of new Jersey and of the United States.
- F. This Agreement represents and incorporates the complete and final understanding and settlement by the parties hereto of all bargainable issues which were or could have been subject to negotiations. During the terms of this Agreement, the Board and the Association agree to abide by the provisions of Chapter 123, Public Laws of New Jersey.
- G. Any individual contract between the Board and the individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- H. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees.
- I. Whenever any notice is required to be given by either party to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered mail at the following addresses.

Board:

Medford Township Board Office  
 128 Route 70, Suite 1  
 Medford, New Jersey 08055

Association:

To the School Assignment of the  
 Active President  
 Medford, New Jersey 08055

ARTICLE XXII  
REPRESENTATION FEE EFFECTIVE JULY 1, 1983

A. Representation

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

B. Amount of Fee

1. 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 nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular unified membership dues, shall include Local, County, State and National organization fees, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee 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 to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question. This shall also apply to a member terminating employment or taking a Board approved leave of absence.

4. Mechanics

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

5. Changes

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

6. New Employees

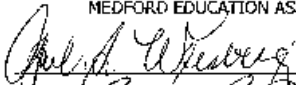
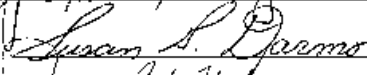
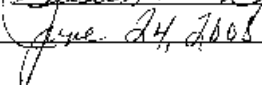
On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

The Medford Township Transportation & Vehicle Maintenance Association shall indemnify and hold the Medford Township Board of Education 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 employer in conformance with this provision.

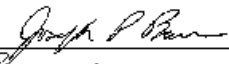
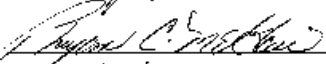
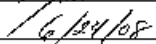
ARTICLE XXIII  
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011.
- B. In Witness Whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon all on the day and year first above written.

MEDFORD EDUCATION ASSOCIATION

By:   
Attest:   
Date: 

MEDFORD TOWNSHIP BOARD OF EDUCATION

By:   
Attest:   
Date: 

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