

AGREEMENT

between

EDISON TOWNSHIP

TRANSPORTATION ASSOCIATION

and

EDISON TOWNSHIP

BOARD OF EDUCATION

JULY 1, 2017 – JUNE 30, 2020

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1 **PREAMBLE**

2 This Agreement signed this 18th day of October, 2018, by and between the Edison Township
3 Board of Education (hereinafter referred to as the "Board") and the Edison Township
4 Transportation Association (hereinafter referred to as the "Association").
5

6 **WITNESSETH:**

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

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

12 In consideration of the following mutual covenant, it is hereby agreed as follows:
13

14 **ARTICLE I**

15 **RECOGNITION**

16 **A. Unit**

17 The Board hereby recognizes the Association as the exclusive and sole representative for
18 collective negotiations concerning the terms and conditions of employment for all regularly
19 employed, non-supervisory bus drivers and bus aides whether under contract, on leave, or
20 employed by the Board and excluding all other employees.

21 **B. Definition of Employee**

- 22 1. Unless otherwise indicated, the term "employee" when used hereinafter in this
23 Agreement, shall refer to all bus drivers and bus aides represented by the Association in
24 the negotiating unit as above defined.
- 25 2. When a reference is made to a specific classification of employee (e.g., bus driver) the
26 reference shall apply exclusively to that classification of employee.

1 **ARTICLE II**

2 **NEGOTIATIONS OF SUCCESSOR AGREEMENT**

3 **A. Legal Authority**

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

11 **B. Exchange of Information**

12 During negotiations, the Board and the Association shall present relevant data, exchange points
13 of view, and make proposals and counter-proposals. The Board shall make available for
14 inspection by the Association, upon request, salary guides, scatter grams, a health insurance
15 profile (to the extent its relevant), and other pertinent records requested by the Association.

16 **C. Representation**

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

21 **D. Modification of Agreement**

- 22 1. Representatives of the Board's and the Association's negotiation's committees shall
23 meet upon the request of either Party for the purpose of reviewing the administration of
24 and/or amending this Agreement, and to resolve problems that may arise. These
25 meetings are not intended to bypass the grievance procedure.

- 1 2. Each Party shall submit to the other at least three (3) days prior to the meeting, an
2 agenda covering matters it wishes to discuss.
- 3 3. All meetings between the Parties shall be regularly scheduled, whenever possible, to
4 take place when the employees involved are free from assigned responsibilities unless
5 otherwise agreed.
- 6 4. Should a mutually acceptable amendment to this Agreement be negotiated by the
7 Parties, it shall be reduced to writing, be signed by the representatives of the Board and
8 the Association, and be submitted for ratification to the Board and to the Association.

9 **E. Maintenance of Benefits**

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

13

14 **ARTICLE III**

15 **BOARD POLICIES**

16 All Board of Education Employees who are party to this Agreement acknowledge their obligation
17 to review and familiarize themselves with all Board of Education policies.

18 All Board of Education Employees who are party to this Agreement acknowledge and accept
19 their obligation to adhere to and abide by all Board of Education policies.

20 All Board of Education policies and revisions are posted on the district website

21 <http://www.edison.k12.nj.us/Page/514>.

22 A computer/laptop will be available for use by Employees, between the hours of 8:00 am and
23 4:00 pm, in the Transportation Office, to access and review all Board of Education policies and
24 revisions. Any secretary present in the Transportation office will facilitate, upon request of the
25 Employee, access to a laptop/computer, as well as a room in the Board offices for the employee
26 to read Policies and Procedures.

1 **ARTICLE IV**

2 **GRIEVANCE PROCEDURE**

3 **A. Definition**

4 A grievance is a claim by a Bus Driver / Bus Aide (or a group of drivers/aides similarly situated
5 or the Association) that he/she has suffered harm by the interpretation, application, or violation
6 of policies, agreements, or administrative decisions affecting drivers'/aides' terms and
7 conditions of employment.

8 **B. Purpose**

- 9 1. The purpose of this procedure is to secure, at the lowest possible level, equitable
10 solutions to the problems which may, from time to time, arise affecting the welfare, or
11 terms and conditions of employment, of drivers/aides. Both parties agree that these
12 proceedings will be kept as informal and confidential, as may be appropriate, at any level
13 of the procedure.
- 14 2. Nothing herein contained shall be construed as limiting the right of any driver/aide having
15 a grievance to discuss the matter informally with any appropriate member of the
16 administration and having the grievance adjusted without intervention of the Association,
17 provided the adjustment is not inconsistent with the terms of this Agreement, and that
18 the Association has been given the opportunity to be present at such adjustment and to
19 state its views.

20 **C. Procedure**

21 1. Pre-Grievance Intervention

- 22 a. A driver/aide who has a concern/problem/issue that is based on contractual
23 language, or Board policy or procedures, or an administrative decision, should first
24 arrange an appointment with the immediate supervisor involved, to discuss the
25 matter. The aggrieved employee may choose to have the Association's designated
26 representative discuss the grievance in question. The discussion should commence

1 no later than ten (10) school calendar days after the concern/problem/issue became
2 known.

3 b. The attendance of an Association Representative should be considered if the
4 problem may involve more people than the individual involved; if the matter is
5 disciplinary in nature; if it involves an observation or evaluation; and/or if it involves
6 working conditions for a group of people. In such matters, it is advisable to have an
7 Association Representative in attendance for advice and guidance as to the
8 Association's viewpoint.

9 c. A pre-grievance conference is meant to be informal in nature. The
10 concern/problem/issue should be clearly presented, and possible solutions or
11 suggestions to address the concern may be offered by the aggrieved employee.
12 Every effort should be made to consider all possible solutions put forth, and to
13 resolve the matter at this level. The Association Representative however, is
14 charged with representing the views of the Association with regard to any resolution
15 to the matter.

16 2. Level I

17 If the concern/problem/issue is not resolved satisfactorily through the Pre-Grievance
18 Intervention, then the aggrieved employee may move to the Level I grievance procedure.

19 The procedure will be as follows:

20 a. A formal written grievance shall be filed with the immediate supervisor by the
21 aggrieved employee or the Association representative. The grievance must be
22 filed within twenty (20) calendar days after concern/problem occurs. A grievance may
23 not be filed by the ETTA later than six (6) months after the occurrence of the
24 concern/problem regardless of when the employee became aware of the
25 concern/problem.

26 b. A Level I grievance must, at the least, specify the following information: (1) the date of

1 the event or action being grieved; (2) the date the grievance is filed; (3) the specific
2 provisions of the contract or specific board policies allegedly violated, and/or
3 administrative decision(s) affecting the terms and conditions of employment; (4) the
4 manner in which same have been violated; and, (5) the remedy sought. The grievant
5 must attach, to the Level I grievance, all documentation supporting the grievance.

- 6 c. A conference will be held between the supervisor, the aggrieved employee, and the
7 Association representative in an effort to address the aggrieved employee's concerns.
- 8 d. The response of the supervisor will be communicated in writing to the aggrieved
9 employee, the Association representative, and the Association Office within ten (10)
10 school days after the conference has been held.

11 3. Level II

12 If the response of the supervisor is not acceptable to the aggrieved employee and/or the
13 Association, within twenty (20) school days after the Level I decision is rendered, the
14 Grievance Committee may refer the grievance to the Superintendent of Schools. The
15 Superintendent, or his/her designee, will confer with the President and/or Grievance
16 Chairperson of the Association and if deemed necessary by the Superintendent, the
17 aggrieved employee. A decision, in writing, shall be delivered within ten (10) school days,
18 to the aggrieved employee and the Association Office.

19 4. Level III

- 20 a. If the Grievance Committee is not satisfied with the disposition of the grievance at
21 Level II, or if no decision has been rendered within ten (10) school days after the
22 grievance was delivered to the Superintendent, the Grievance Committee and/or
23 official designee(s) of the Association may refer the grievance to the Board of
24 Education, within ten (10) school days. The Board may, in its discretion, conduct a
25 hearing within thirty (30) school days of the Board's receipt of the grievance.
26 The Board shall render its decision, in writing, within thirty (30) school days from

1 receipt of the grievance, or if a hearing is held from the date of the hearing. The
2 Board's decision shall be delivered to the Association Office and the Superintendent of
3 Schools.

4 b. If requested by the Association, an opportunity to present any, or all, Level III
5 grievances for up to twenty (20) minutes per grievance shall be availed the Association
6 President, and/or the Association Grievance Chairperson.

7 c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.

8 5. Level IV – Arbitration

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

14 (a) The parties will arrange to have arbitration meetings at mutually agreed upon sites
15 in Edison Township.

16 (b) The arbitrator shall be without power or authority to make awards contrary to or
17 inconsistent with the terms of the Agreement or of applicable law, rules or
18 regulations having the force and effect of law.

19 (c) The award of the arbitration shall be binding. To the extent permitted by law, only
20 the Board and the Association shall be given copies of the arbitrator's report of
21 findings and award. This shall be accomplished within thirty (30) calendar days of
22 the completion of the arbitration ruling.

23 (d) The arbitrator's fee shall be shared equally by the Board and the Association.

24 (e) The Board agrees that it will apply to all substantially similar situations the decision
25 of the arbitrator.

26 The Association agrees that it will not bring or continue any grievance which is substantially

1 similar to a grievance denied by the arbitrator.

2 **6. Communications**

3 Within ten (10) school days after the final resolution, whether at level III or IV the final
4 resolution shall be communicated in writing to all appropriate administrative/supervisory
5 personnel.

6 7. Since it is important that a grievance be processed as rapidly as possible, the number of
7 days indicated at each level should be considered as a maximum and every effort should
8 be made to expedite the process. The time limits specified may, however, be extended by
9 mutual written agreement.

10 **D. Rights of Drivers/Aides to Representation**

11 1. Any party in interest may be represented at all stages of the grievance procedure by
12 himself or herself or, at his/her option, by a representative elected, or approved, by the
13 Association. When a driver/aide is not represented by the Association, the Association
14 shall have the right to be present and to state its view at all stages of the grievance
15 procedure.

16 2. No reprisal of any kind shall be taken by the Board, or by any member of the
17 administration, against any party in interest, any Association Representative, any member
18 of the Grievance Committee, or any other participant in the grievance procedure by reason
19 of such participation.

20 **E. Miscellaneous**

21 1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of
22 drivers/aides in more than one lot, the Grievance Committee may submit such grievances
23 in writing to the Superintendent directly, and the processing of such grievances shall
24 commence at Level II. The Grievance Committee may process such a grievance through
25 all levels of the grievance procedure even though the aggrieved person does not wish to
26 do so.

- 1 2. Decision rendered at Levels I, II, and III shall be communicated in writing, on forms
2 previously adopted (see 5. below), and any denial shall specify the reason/basis for denial.
3 Copies will be sent to the parties in interest, including all grievants, and to the Association,
4 Attn: Grievance Committee. The Superintendent shall inform all administrative staff of any
5 decision rendered, and the Association shall inform all Association Representatives.
- 6 3. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure
7 shall not be conducted in public and shall include only such parties in interest and the
8 designated or selected representatives heretofore referred to in this Article.
- 9 4. Any driver/aide in the Edison Township School system, or any other person under the
10 supervision or control of the Edison Township Board of Education, if required by the
11 Association and Board shall be made available for appearance at any arbitration,
12 grievance, or P.E.R.C. hearing as requested by the Association or the Board without any
13 loss of pay while attending such hearings.
- 14 5. Forms for filing grievances, serving notices, taking appeals, making reports and
15 recommendations, and other necessary documents shall be prepared jointly by the
16 Superintendent and the Association and given appropriate distribution so as to facilitate
17 the operation of the grievance procedure.

18
19 **ARTICLE V**

20 **EMPLOYEE AND BOARD RIGHTS**

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

22 Pursuant to **N.J.S.A. 34:13A-1 et. seq.**, the Board hereby agrees that every employee of the
23 Board shall have the right to freely organize, join and support the Association and its affiliates
24 for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it
25 shall not directly, or indirectly, discourage, or deprive, or coerce any employee in its
26 employment of any rights conferred by **N.J.S.A. 34:13A-1 et. seq.**, or other laws of New Jersey

1 or the Constitution of New Jersey and the United States; that it shall not discriminate against
2 any employee with respect to hours, wages or any terms or conditions of employment by reason
3 of his/her participation in any activities of the Association and its affiliates, collective negotiations
4 with the Board, or his/her institution of any grievance, complaint or proceeding under this
5 Agreement, or otherwise with respect to any terms or conditions of employment.

6 **B. Just Cause Provision**

7 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or
8 deprived of any professional advantage, without just cause pursuant to **N.J.S.A. 34:13a-**
9 **29, et. seq.** Any such action asserted by the Board, or any agent or representative
10 thereof, shall be subject to the grievance procedure. Non-renewals, prior to the
11 completion of five (5) years and one (1) day of continuous employment with the district
12 shall not be subject to the grievance procedures.

13 2. It is expected that all parties will exhibit professional behavior at all times.

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

17 **C. Required Meetings or Hearings**

18 Whenever any employee is required to appear before the Superintendent, Board, or any
19 committee, or member thereof, concerning any matter which could adversely affect the
20 continuation of that employee in his/her office, position or employment, or the salary or any
21 increments pertaining thereto, he/she may request a written notice of the reasons for such
22 meeting or interview and shall be entitled to have a representative of the Association present to
23 advise him/her, and represent him/her during such meeting or interview if he/she so desires.

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

25 Except as otherwise provided in this Agreement and under the provisions of **N.J.S.A. 34:13A-1**
26 **et. seq.**, the Association recognizes that the Board has the responsibility and authority to

1 manage and direct, on behalf of the public, all the operations and activities of this school district
2 to the extent authorized by law.

3

4

ARTICLE VI

5

ASSOCIATION RIGHTS AND PRIVILEGES

6 **A. Information**

7 The Board agrees to furnish to the Association in response to reasonable requests all available
8 information that is a matter of public record and permitted to be disclosed by a board of
9 education pursuant to state and federal law, as well as, by any applicable administrative
10 agency.

11 **B. Release Time for Meetings**

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

16 **C. Worksite Visitations by Association Representatives**

17 Representatives of the Association, the Middlesex County Education Association, the New
18 Jersey Education Association, and the National Education Association, shall be permitted to
19 transact official Association business on school property at all reasonable times with the
20 approval of the Business Administrator or Superintendent, provided that doing so shall not
21 interfere with or interrupt normal school operations.

22 **D. Mail Facilities and Mailboxes**

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

25 **E. Exclusive Rights**

26 The rights and privileges of the Association and its representatives as set forth in this

1 Agreement shall be granted only to the Association as the exclusive representative of the
2 employees and to no other organizations.

3 **F. Release Time for Association Representatives**

4 A total of three (3) days per year without loss of pay shall be granted to the Association for use
5 by any one of its officers or an authorized representative to attend events that pertain to
6 Association business. Prior approval of these days shall be made by the Transportation
7 Specialist and/or the requestor's immediate supervisor at least five (5) days before the leave
8 due to the necessity of finding a replacement driver.

9

10 **ARTICLE VII**

11 **EMPLOYMENT**

12 **A. Probationary Period**

13 1. All employees shall be hired on a five (5) month probationary period. During the
14 probationary period, such employee may be disciplined, discharged or suspended for
15 any reason, with or without cause, and such discipline, discharge or suspension shall
16 not be subject to the grievance and arbitration provisions of this Agreement. Upon
17 completion of the probationary period such employee shall have access to the grievance
18 procedures.

19 2. Notification of dismissal for a probationary employee shall include, upon the request of
20 the employee, a written statement of reasons for non-re-employment. Within five (5)
21 work days of receipt of the notification of dismissal, the employee may request in writing
22 a meeting to discuss the termination with the Superintendent of schools. The
23 Superintendent shall schedule a meeting within five (5) work days of receipt of the
24 employees written request. The Superintendent must notify the employee in writing of
25 his final determination within three (3) work days of the meeting.

26

1 **B. Seniority**

2 1. Seniority shall be defined as the length of continuous service with the school district in
3 the employee's position as of their date of hire.

4 2. Seniority shall not be accumulated during the period of layoff. Upon recall, employees
5 shall have their accumulated seniority restored to the date of layoff.

6 3. An employee shall only lose school district seniority if he/she resigns or is discharged for
7 cause, irrespective of whether he/she is subsequently rehired by the school district.

8 4. For purposes of layoff and recall, all permanent personnel shall be credited with seniority
9 equal to the amount of time employed in their current job classifications. An employee
10 may not "bump" any employee in any other classification unless the employee has
11 worked in that classification. When an employee has worked in more than one
12 classification (bus driver or bus aide), the employee's seniority in each position shall
13 accrue for time served in each respective position (bus driver or bus aide). **Example:**
14 Employee A is hired as a bus aide and works in this classification for four years.
15 Employee A then becomes a bus driver and remains in this position for five years.
16 Employee A now has five years seniority as a bus driver and four years seniority as a
17 bus aide.

18 5. Seniority shall be the standard used to determine the following:

19 a. bid preference for To & From runs;

20 b. bid preference for extra runs, including but not limited to: extra runs, athletic trips,
21 field trips,

22 c. reduction in force (last hired, first fired)

23 d. recall

24 The most recent employee hired is lowest in seniority and the most senior employee is the
25 highest in seniority.

26

1 6. The seniority list shall be posted on the driver's bulletin board and a copy shall be given
2 to the Association president.

3 **C. Due Process Termination**

4 All employees who have completed five (5) years and one (1) day of employment in the
5 district shall be considered "permanent" and shall not be non-renewed/terminated without
6 just cause.

7 1. Employees that were hired on or prior to June 30, 2017 began to earn time towards this
8 due process provision commencing July 1, 2017.

9 2. Employees hired on or after July 1, 2017 have earned time towards this due process
10 protection commensurate with their first day of work. That is, any and all time worked is
11 counted towards their five (5) year and one (1) day period.

12 3. All non-renewals/terminations of employees who have completed their five (5) year and
13 one (1) day period shall be subject to the final and binding arbitration provision of this
14 collective negotiations agreement. Upon official notification by the Board of Education of
15 an employees' non-renewal/termination the parties shall select an arbitrator consistent
16 with the provisions set forth in the grievance procedure within this collective negotiations
17 agreement.

18 **D. Salary Provisions and Salary Guides**

19 1. The salaries of all bus drivers and bus aides are set forth in Schedule A that are attached
20 hereto and made apart hereof.

21 2. Personnel shall be paid in twenty (20) equal semi-monthly installments.

22 3. Staff members may individually elect to have some portion of their monthly salary
23 deducted from their pay for a Credit Union savings. Said deductions shall be deposited in
24 an account mutually acceptable to the Board and the Association. Said procedure shall
25 conform to statutory requirements.

26

- 1 4. Personnel shall be paid on the last work day before the fifteenth (15th) of each month and
2 the last working day before the end of the month.
- 3 5. When a payday falls on or during a school holiday, vacation or weekend, personnel shall
4 receive their paychecks on the last working day prior to the holiday.
- 5 6. Employees shall receive their final checks on the last working day in June.
- 6 7. The Board shall provide a voluntary direct deposit banking program.
- 7 8. Step Increment Credit - All employees who are on the payroll for 50% of their work days
8 plus one day shall receive a step increment on the salary guide. Staff members who work
9 50% or less of their work days shall receive no step increment on the salary guide. This
10 provision shall have no impact on the Board's legal right to withhold an increment for
11 evaluative or disciplinary reasons.

12 **E. Resignation Notice**

13 All employees who resign are required to give thirty (30) days' notice.

14 **F. CDL, Fingerprinting, and Physical, Reimbursements**

- 15 1. The Board will reimburse bus drivers for the fees related to the renewal of fingerprinting.
- 16 2. The Board shall cover the cost of the state-mandated physical for Bus Drivers when
17 drivers see the Board appointed physician.

18 **G. Clothing**

- 19 1. The Board shall provide each employee with the following:
 - 20 a. Five (5) embroidered shirts annually;
 - 21 b. One (1) embroidered jacket every third year;
 - 22 c. One (1) sweatshirt/hoodie annually;

23 **H. Shuttle Bus**

24 One shuttle bus at each lot shall be made available for use by bus drivers and bus aides who
25 are required to travel from one lot to another during the course of their work day. Drivers and
26 Aides will be permitted to use one bus assigned by the Director of Transportation for one run

1 following the morning run and one run following the mid-day run. These runs shall be
2 coordinated by the Drivers/Aides with the approval of the Director of Transportation.

3 **I. Facilities**

4 The Board shall provide access to bathroom facilities for bus drivers and bus aides in both the
5 north lot and the south lot. All bus drivers and bus aides shall have access to the teachers room
6 in Herbert Hoover Middle School (south lot) or James Madison Primary School (north lot).

7 **J. Employment Notice**

8 1. Drivers and aides shall be notified of their contract and salary status for the ensuing
9 school year no later than May 15 of the preceding year.

10 2. Summer employment is voluntary. The drivers and aides who volunteer shall be offered
11 summer employment that is available in seniority order. Summer employment packages
12 shall specify the parameters of work.

13 3. Summer work is a minimum of four (4) hours per day for both drivers and aides.

14 **K. Miscellaneous**

15 1. The Director of Transportation shall be permitted to "Cross-Train" any driver. Cross-
16 Training is defined as a process wherein regular drivers are assigned alternate routes to
17 educate them on the direction, stops and people associated with these routes. Cross-
18 training shall not exceed three (3) consecutive days during which a driver is present at
19 work.

20 2. In the event of the need to have an aide on a bus, any Driver who does not have an
21 assigned route can be assigned to serve as an aide for any run(s). This shall have no
22 impact on the Driver's salary.

23

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1 **ARTICLE VIII**

2 **EMPLOYEE WORK YEAR**

3 **A.** The work year for bus drivers and bus aides shall begin two (2) working days prior to the
4 start of the students' school year and shall end on the last day of the students' school year.

5 One (1) working day prior to the start of the students' school year shall be the day of the annual
6 meeting and the other workday shall be for the dry run. Each driver and bus aide shall be
7 provided with a completed job package and route directions for the dry run.

8 **B.** Each driver is responsible for a pre- and post-check of his/her primary vehicle, which
9 includes gas-up, clean-up and completion of maintenance checklist. All bus drivers shall be
10 provided with the following supplies: tissues, paper towels, broom, garbage can, gloves, plastic
11 bags, glass cleaner, antiseptic wipes, antiseptic spray, snow brush, and snow scraper. All bus
12 drivers shall be provided with a location to dispose of the garbage from their buses.

13 **C.** By August 15th, the Director of Transportation will meet with one designated member of the
14 Association. The Association designee will have the opportunity to provide input and
15 recommendations regarding the creation of route packages. The Director of Transportation will
16 consider the input and recommendations of the Association's designee, but will have final
17 discretion and authority to create the route packages that he deems most appropriate.

18 1. The Term "Route Package" is hereby defined as a package of routes, including an
19 AM and PM run, as well as a mid-day run if prudent and possible (i.e., Job Shuttle, Vo-
20 Tech) and/or any other efficient and effective combination of AM, PM and Mid-Day runs.

21 **D.** A meeting for Drivers to choose their Route Packages shall be conducted on the first (1st)
22 Thursday that occurs after August 20th. The Director of Transportation shall make all Route
23 Packages available to the Drivers for pick up at the transportation office by 3:00 pm the day
24 prior to annual August meeting.

25 1. Each Driver will be given an opportunity to select their desired Route Package, in
26 Seniority Order. Each selection will be made in the presence of the Director of

1 Transportation and all other Drivers. Each Driver will be given no more than five (5)
2 minutes to select their desired Route Package once it is their turn to make such a
3 selection. Failure to make a timely selection shall move the employee to the bottom of
4 the seniority list for purposes of this particular route selection.

5 **2.** All Bus Drivers are expected to attend this meeting. Failure to attend by any Driver
6 results in that Driver forfeiting their right to engage in a seniority based Route Package
7 selection. Their route package will ultimately be assigned by the Director of
8 Transportation after all other Packages are selected at this meeting.

9 **3.** All Route Packages are subject to be altered based on emergent operational needs
10 of the district as the school year begins and progresses.

11 **4.** The Director of Transportation has the sole authority and discretion to assign other
12 runs during the work day, that are not part of any Driver's Route Package. These "other"
13 runs include, but are not limited to, the following: Mid-Day Runs not already assigned;
14 Job Shuttle; Tower; Camp Bernie; and any other Shuttle Run that occurs during the
15 Work Day. This work shall be evenly distributed.

16 **5.** The Director of Transportation shall make all efforts to assign such "other" runs to
17 Drivers that have available time slots in their Route Packages to conduct such runs.
18 However, both parties recognize that Route Packages may have to be temporarily
19 altered as a result of these "other" run assignments, because such assignments may be
20 guided by particular driver's skills and abilities to complete such "other run" assignments.

21 **6.** All Bus Drivers shall complete all Route Packages, as well as assigned "other runs",
22 that are scheduled to be completed during the Work Day. Drivers recognize that this
23 could result in actual driving time of greater than seven (7) hours in any one (1) Work
24 Day. Of course, all Drivers will be entitled to overtime payments consistent with Law and
25 Contract.

1 **E.** Extra Runs are defined as runs outside of the employees' work day and may include, but
2 are not limited to, 4:45PM late runs, athletic trips, extra-curricular trips, shuttle work, weekend
3 work, holiday work. Employees shall, at least three (3) school days prior to the beginning of any
4 month (September through June), submit their preferences for extra runs to the Director of
5 Transportation in writing. These submissions shall include preferences based on the various
6 categories of "Extra Run" work – i.e., athletic trips, extra-curricular trips, shuttle work, weekend
7 work, holiday work, etc. The Director of Transportation shall contact in order of seniority the
8 drivers in each category and let them choose the available work they desire. Employees shall
9 be contacted on a rotating basis – i.e., the most senior employee who chooses an extra run,
10 moves to the bottom of the seniority list for the next available assignment. Should an employee
11 turn down an assignment they will also move to the bottom of the list for the next available
12 assignment.

13 **F. Vehicle Maintenance and Condition**

14 1. All bus drivers shall be responsible for the keeping of paperwork in regard to their
15 primary vehicle. The transportation department shall provide each bus with a clipboard
16 and pre-trip sheets. Bus drivers shall not be required to physically wash the exterior of
17 buses. The Board will make all reasonable efforts to ensure drivers have assistance
18 with snow removal from their assigned buses beyond nominal amounts of snow.

19 **G. Protection of Bus Drivers, Bus Aides, Students and Property**

20 1. Bus drivers and bus aides shall not be required to work during a declared State of
21 Emergency and/or when the district's schools are closed due to unsafe and/or
22 hazardous driving conditions.

23 2. Bus drivers and bus aides shall immediately report cases of assault suffered by them
24 in connection with their employment to the Transportation Coordinator or other
25 immediate superior.

26 a. Such notification shall be immediately forwarded to the Superintendent who

1 shall comply with any reasonable request from the bus driver or bus aide for
2 information in the possession of the Superintendent relating to the incident or the
3 persons involved, and shall act in appropriate ways as liaison between the bus
4 driver, the police and the courts.

5 3. Employees shall be entitled to indemnification pursuant to N.J.S.A. 18A:16-6.
6

7 **ARTICLE IX**

8 **EMPLOYEE WORK DAY**

9 **A. Bus Drivers**

10 1. Work Day

11 a. The normal work day for bus drivers shall consist of seven (7) assigned
12 working hours, not necessarily consecutive. The seven (7) hours shall occur
13 between the time period of 5:30 A.M. and 5:30 P.M.

14 b. Employees who work more than forty (40) hours per week shall be paid at the
15 rate of one and one half (1½) times his/her regular hourly rate. Employees who
16 work on Sunday and/or on a holiday shall be paid at the rate of one and one half
17 (1½) times his/her regular hourly rate.

18 **B. Bus Aides**

19 1. Work Day

20 a. The normal work day for bus aides hired before July 1, 2018 shall consist of a
21 minimum of five (5) assigned hours.

22 b. The normal work day for bus aides hired on or after July 1, 2018 shall consist
23 of a minimum of four (4) assigned hours.
24
25
26

1 **ARTICLE X**

2 **PROMOTIONS AND VACANCIES**

3 **A. Positions and Procedures**

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

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

15 **B. Criteria for Notice**

16 As set forth in Section A above, qualifications for the position, its duties, and rate of
17 compensation (if available) shall be clearly set forth. Any change of qualifications set forth for a
18 particular position shall be similarly posted and made available to the Association.

19 **C. Application Procedures**

20 All qualified employees shall be given adequate opportunity to make application, and no
21 positions shall be filled until all properly submitted applications have been considered.
22 Consideration shall be given to employees already employed by the board. All applicants that
23 apply via the online application system will receive email confirmation of receipt of their
24 application within five (5) working days of the receipt of the application. The Board agrees to
25 give due consideration to the background and attainments of all applicants and other relevant
26 factors. All appointees shall be listed in the Board of Education minutes.

1 **D. Appointment Procedures**

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

4
5 **ARTICLE XI**

6 **EMPLOYEE EVALUATION**

7 **A. Evaluation Guideline**

8 1. Evaluations of Bus Drivers will be issued at least once per year in writing, and must be
9 completed by their immediate supervisors or designees, who are hired by the district in a
10 management capacity. All evaluations will be completed by May 1st. Prior to being evaluated,
11 the Supervisor of Transportation, or a designee, may conduct a ride-a-long. Within five (5) work
12 days following any ride-a-long, the Supervisor of Transportation, or a designee, must provide
13 written feedback to the Driver.

14 2. Evaluations of Bus Aides will be issued at least once per year in writing, and must be
15 completed by their immediate supervisor or designee, who is hired by the district in a
16 management capacity. All evaluations will be completed by May 1st. Prior to being evaluated,
17 the Supervisor of Transportation, or a designee, may conduct a ride-a-long. Within five (5) work
18 days following any ride-a-long, the Supervisor of Transportation, or a designee, must provide
19 written feedback to the Aide.

20 3. Any complaints (verbal or written) regarding a member made to the administration by any
21 supervisor, teacher, parent, student or other persons that may be used as part of the evaluation
22 shall be called to the attention of the member in writing within five (5) working days after the
23 complaint was issued.

24 All such complaints must be investigated by the Transportation Specialist or a designee. The
25 results of such an investigation shall be called to the attention of the member following the
26 completion of the investigation.

1 **B. Copies of Evaluations**

2 1. No evaluation shall be submitted to the administration, placed in the employee's personnel
3 file, or otherwise acted upon without prior conference with the employee. Employees shall be
4 provided with a copy of his/her evaluation at least one (1) school day prior to the conference.
5 Such a conference can only be avoided upon the mutual agreement of the employee and the
6 employee's supervisor.

7 2. The employee shall sign and return his/her completed evaluation. Each employee shall have
8 ten (10) work days from the date he/she receive the evaluation to prepare and attach an
9 addendum to all evaluation reports. A failure to complete a timely addendum will result in the
10 employee waiving his/her right to submit an addendum.

11 3. No employee shall be required to sign a blank or incomplete evaluation form. A signature
12 shall not imply agreement with the contents of the evaluation.

13 **C. Personnel File**

14 1. An employee shall have the right to review the contents of his/her personnel file.

15 2. The Board agrees not to establish any separate personnel file on which evaluations are
16 based which is not available for the bus driver's / bus aide's inspection.

17 3. A member shall have the right to reproduce and retain photocopies of any and all materials
18 in his/her personnel file. The cost of such copies shall be borne by the employee when the
19 number of photocopies exceeds twenty (20) pages.

20 4. The Association shall be provided a copy of a member's personnel file, if requested, for any
21 and all disciplinary proceedings.

22 **D. Reminder Notice**

23 1. Time sheets will be amended to include the following language:

24 Please be reminded to be sure your CDL license, fingerprint information and physical
25 information is up to date.

26

1 **ARTICLE XII**

2 **LEAVES OF ABSENCE**

3 **A. Sick Leave**

4 1. Bus Drivers and Bus Aides:

5 a. All personnel shall be allowed ten (10) days of sick leave in any school year
6 without loss of pay. One day of sick leave for a Bus Aide is equivalent to four (4)
7 hours pay for four (4) hour employees and five (5) hours pay for five (5) hour
8 employees. Sick leave is defined as absence from duty because of personal
9 illness or quarantine for communicable disease. Upon request, the employee
10 shall present a physician's certificate of illness to the Superintendent or his/her
11 designee. Employees shall be reimbursed all out of pocket costs for the
12 procurement of a physician's certificate when requested by the employer.

13 b. All days of sick leave not utilized shall be cumulative. Employees shall be
14 given a written accounting of accumulated sick leave on their payroll stub.

15 c. Members who retire from the PERS or pass away after having completed ten
16 (10) years of service in Edison, will receive payment for sick days accumulated in
17 Edison. Payment for unused accumulated sick leave will be for one hundred
18 percent (100%) of eligible days at the rate of thirty-five (\$35.00) per day up to the
19 maximum allowable as per state statute (18A:30-3.5) and, if permitted by state
20 law, payable to his/her estate.

21 d. Sick leave payout for a non-voluntary reduction in force may be held for up to
22 two (2) years as determined by the employee. An employee who voluntarily
23 leaves receives no payout.

24 e. Personnel who will be absent shall notify the transportation supervisor or
25 designee after 5:00 AM.

26

1 **B. Personal Leave**

2 Employees may be absent from their school duties for one (1) day each year without loss of
3 pay. No reason need be given. Notice must be provided to the Transportation Specialist at
4 least five (5) school days prior to such an absence. No more than two (2) employees can take a
5 personal day on the same day. The Transportation Specialist, however, has full discretion to
6 permit more than two (2) employees to use a personal day on the same day. Unused personal
7 leave shall be accumulated year to year up to a maximum of ten (10) days.

8 **C. Bereavement Leave**

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

10 1. Employees may be absent from work without loss of pay for a period not to exceed five (5)
11 days due to the death of a parent, spouse, domestic partner, fiancée, child or sibling. A
12 domestic partner is defined as a person of the same sex with whom a person has entered into a
13 domestic partnership and received a Certificate of Domestic Partnership from the State of New
14 Jersey or a valid certification from another jurisdiction that recognizes same-sex domestic
15 partners, civil unions, or similar same-sex relationships. Employees may carry one (1) day of a
16 five-day bereavement leave for up to one (1) year.

17 2. Employees may be absent from work without loss of pay for a period not to exceed four (4)
18 days due to the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, sibling-in-
19 law, daughter-in-law, or son-in-law.

20 3. Employees may be absent from work without loss of pay for a period of one (1) day due to
21 the death of a near relative. A near relative shall be defined as an uncle, aunt, niece, nephew,
22 or first cousin.

23 4. The superintendent may grant exceptions to these bereavement guidelines.

24 **D. Leaves of Absence Due to Illness in Family**

25 1. A leave of absence without pay for up to one (1) year may be granted for the purpose of
26 caring for an employee's spouse, child (natural or adopted), parent/guardian, mother-in-law,

1 father-in-law who may be incapacitated for reason of illness. To the extent possible the request
2 must be provided to the Superintendent at least thirty (30) days in advance of the leave. The
3 employee must notify the Superintendent no later than sixty (60) days prior to the employee's
4 intended return to work.

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

9 **E. Military Leave**

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

14 **F. Other Leaves of Absence**

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

16 **G. Leave Benefits**

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

21 **H. Jury Duty**

22 Employees shall be granted leave for the purpose of serving on jury duty and will not be
23 required to return to the Board any monies received from the County or State for such duties.

24 Employees shall be paid all regular salary during the term of such duty.

25 1. If on any day during the period of jury duty the employee is not required to report for
26 such duty, he/she shall report for work on that day.

1 2. In the case of an employee being requested to call the court system after 10:00 am
2 during the workday for their assignment, said employee will not be required to report for
3 work that day.

4 3. Upon release from jury duty during the work day the employee shall immediately
5 contact his/her immediate supervisor to determine whether or not they need to report to
6 work that day.

7 **I. Return from Paid Leaves**

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

11
12 **ARTICLE XIII**

13 **HEALTH INSURANCE**

14 ***For Bus Drivers Only***

15 **A. Medical Coverage**

16 1. Medical Coverage:

17 a. The Board shall provide the Horizon Direct Access \$10 co-pay plan or equivalent
18 which will include the major medical, surgical, hospitalization, etc. benefits as
19 provided by the State of New Jersey. The current co-payment is ten (\$10)
20 dollars, fifteen (\$15) dollars for specialists. The benefit package as provided and
21 the network of participating doctors and hospitals can be accessed at the Horizon
22 Blue Cross Blue Shield website: www.horizonblue.com. With the following
23 exceptions:

24 i. Emergency Room Co-Pay - \$50.00

25 ii. Out of Network Deductibles – Single - \$125.00, Parent/Child,
26 Member/Spouse and Family \$250.00

1 iii. Mandatory Mail Order Prescription for Specialty Drugs.

2 b. The catastrophic out-of-pocket amount for out-of-network and supplemental
3 coverage will be twenty percent (20%) of four thousand dollars (\$4,000.00)
4 single/eight thousand dollars (\$8,000.00) Parent/Child, Member/Spouse, and
5 Family. Catastrophic amounts are calculated on a calendar year basis.

6 c. Mental health and substance abuse benefits will not contribute toward satisfying
7 the catastrophic limit. For services that contribute towards the out-of-pocket
8 amount, once the catastrophic limit is met, benefits will increase to one hundred
9 percent (100%) of the reasonable and customary amount.

10 2. Dental Coverage:

11 a. The Board shall provide dental insurance equal to the dental insurance carrier's
12 Usual and Customary Rate Program, which shall include single and family
13 coverage. The maximum benefit per calendar year, excluding Class IV dental
14 services, shall be two thousand dollars (\$2,000.00). The deductible shall be forty
15 dollars (\$40.00) single, and one hundred twenty dollars (\$120.00) parent/child,
16 member/spouse, and family. All deductibles are on all dental services except
17 Class I diagnostic and preventive services.

18 b. The Board will offer a voluntary dental plan HMO with no deductible and no
19 maximum, but subject to applicable co-insurance amounts.

20 c. If the dental plan includes coverage for tooth implants, this coverage will not be
21 considered as a requirement to satisfy the equal-to-or better-than clause, if and
22 when, the district seeks an alternative dental provider.

23 3. Prescription Plan:

24 a. The Board shall provide a Single, Parent/Child, Member/Spouse, and Family
25 Diabetic Prescription plan with no co-pays for prescriptions, supplies, and
26 equipment.

1 b. The Board shall provide the Benecard Prescription Plan or equivalent. The
2 current co-payment is fifteen (\$15) dollars for brand name and five (\$5) dollars
3 for generic. Mail order co-pays will be thirty (\$30) dollars for brand name and ten
4 (\$10) dollars for generic.

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

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

9 1. Employees who elect to use Direct 10 will contribute at Tier 4, Chapter 78 rates, or 1.5%
10 of the employees' pensionable salary, whichever is greater, for the duration of this Agreement.
11 Employees shall continue to contribute health insurance premiums at Chapter 78's Tier 4 rates,
12 or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this
13 Agreement, unless the law has changed mandating otherwise or the parties negotiate and
14 agree to a different employee contribution rate/amount. At no time will any employee be
15 required to make contractually mandated health insurance contributions in addition to statutorily
16 required contributions.

17 2. a. All new hires eligible for health care, and who ultimately enroll in district-offered
18 health insurance upon being hired, must enroll in the Omnia plan and remain in the Omnia plan
19 for a minimum of 1 calendar year. Any new employee who does not enroll in district-offered
20 health insurance upon being hired shall enroll in the Omnia Plan for a period of at least one (1)
21 calendar year, if and / or when they choose to avail themselves to the district-offered health
22 insurance, up to the time in which they obtain tenure. On the one (1) year anniversary of
23 participation in Omnia, non-tenured employees will be permitted to either remain in Omnia or
24 enroll in another district-offered plan. Thereafter, the employee is eligible to participate in any
25 open-enrollment periods to make changes to their insurance coverage.

26

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

9 3. Family Coverage: An employee who has a spouse or certified civil union partner and
10 dependent children shall be eligible for full family coverage.

11 4. Member/Spouse Coverage: An employee who has a spouse or certified civil union partner
12 who does not have dependent children shall be eligible for member/spouse coverage.

13 5. Single Coverage:

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

16 6. Parent/Child Coverage: Any single employee with a dependent child or children shall be
17 eligible for parent/child coverage.

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

20 8. Employees who elect not to participate directly in the medical insurance coverage and
21 prescription plan as outlined in Section A above shall receive two thousand five hundred
22 (\$2,500) dollars annually at the end of each contract year of non-participation. The Board
23 shall reimburse the premium cost for continued enrollment in the alternate insurance plan
24 for any employee who elects not to participate in the medical insurance coverage and
25 prescription plan as outlined in Section A above should said employee lose insurance
26 coverage through another source until said employee is eligible to re-enroll in the

1 insurance coverage provided by the Board. An additional two hundred (\$200) dollars will
2 be paid if the employee also does not participate in the dental coverage. Any employee
3 that elects not to participate in the health plans must complete the opt-out form annually
4 and certify that they have alternate health insurance.

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

8 10. The Board shall provide the Association with a Master Copy of the Health Service
9 Provider's program.

10 11. The Board will not change insurance plans/carriers without first discussing the proposed
11 change with the Association. Any unilateral change in coverage shall be equal to or
12 better than that currently in effect during the life of the contract.

13 12. Whenever any change in insurance benefits occurs for any other association
14 representing employees in the Edison Township School District, the Board and
15 Association may agree to reopen negotiations.

16 13. Voluntary HMOs may be made available by the Board.

17 14. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

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1 **ARTICLE XIV**

2 **STAFF DEVELOPMENT**

3 **A. School Bus Safety Course (Defensive Driving)**

4 1. Each year all bus drivers shall receive staff development (training). All drivers shall be
5 provided with the New Jersey Safety Council School Bus Safety (defensive driving) course or its
6 equivalent once every five (5) years. These trainings shall occur during the school year, on the
7 first district in-service day when school is not in session.

8 2. Bus drivers will be required to take all Department of Education mandated training.

9
10 **ARTICLE XV**

11 **DEDUCTION FROM SALARY**

12 **A. Dues**

13 1. The Board agrees to deduct from the salaries of employees dues for the Edison
14 Township Transportation Association, the Middlesex County Education Association, New
15 Jersey Education Association (NJEA), and the National Education Association as said
16 employees individually and voluntarily authorize the Board to deduct. Such deductions
17 shall be made in compliance with existing laws and under the rules established by the
18 State Department of Education. Said monies together with records of any corrections
19 shall be transmitted to NJEA by the fifteenth (15th) of the month following the monthly
20 period in which the deductions were made.

21 2. Each of the Associations named above shall certify to the Board, in writing, the
22 current rate of its membership dues. Any association which shall change the rate of its
23 membership dues shall give the Board written notice prior to the effective date of such
24 change.

25 3. Additional authorization for dues or other deductions may be received after August 1,
26 under rules established by the State Department of Education.

1 4. An employee who wishes to withdraw from Association membership or to terminate
2 deductions for other Associations' services and programs must notify the district as per
3 New Jersey Statute.
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6 **ARTICLE XVI**

7 **MISCELLANEOUS PROVISIONS**

8 **A. Board Policy**

9 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall
10 carry out the commitments contained herein and given them full force and effect as Board
11 policy. For any changes in the law, the Board will extend to the Association the courtesy of
12 providing input and informational updates, especially when terms and conditions of employment
13 are impacted.
14

15 **B. Separability**

16 If any provision of this Agreement or any application of the Agreement as it applies to any
17 employee or group of employees is held to be contrary to law, then such provisions or
18 applications shall not be deemed valid or subsisting except to the extent permitted by law, but
19 all other provisions or applications shall continue in full force and effect.
20

21 **C. Compliance**

22 Any individual contract between the Board and an individual employee, heretofore or hereafter
23 executed, shall be subject to and consistent with the terms and conditions of this Agreement. If
24 any individual contract contains any language inconsistent with this Agreement, the Agreement,
25 during its duration, shall be controlling.
26

1 **D. Non-Discrimination**

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

8

9 **E. Printing**

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

13

14 **F. Notification**

15 The Association shall be provided access to a mail box at the Board of Education Offices.
16 Whenever any notice is required to be given by either of the parties to this Agreement to the
17 other, pursuant to the provisions of this Agreement, either party shall do so by certified mail, fax,
18 e-mail, hand delivery, or campus mail as follows:

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

21 2. If by Board, to the Association, at residence of the Association President and at
22 Association mail box at the Board of Education Offices.

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1 **G. Strikes, Sanctions, Lockouts**

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

4

5 **H. No Reprisal**

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

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1 **ARTICLE XVII**

2 **DURATION**

3 **A. Duration Period**

4 1. This Agreement shall be effective from July 1, 2017 to June 30, 2020.

5 2. No increments or other salary increases will be provided to employees between the
6 time period, that this Agreement expires up to the ratification of a successor Agreement.

7 Upon ratification of the next collectively bargained agreement, that succeeds this current
8 agreement, the preceding sentence will expire, unless the parties negotiate that
9 sentence into the successor agreement.

10 **B. Witness**

11 IN WITNESS WHEREOF, the parties hereto have caused these agreements to be signed by
12 their duly authorized officers and their seals to be hereto affixed, this 18th day of October,
13 2018.

14
15 **ATTEST:**

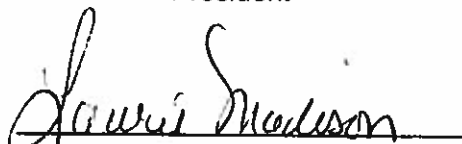
16
17 **FOR THE ASSOCIATION:**

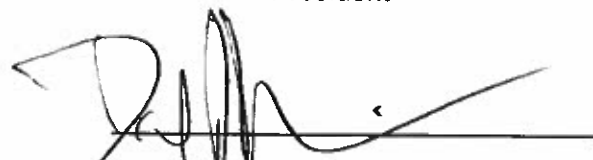
FOR THE BOARD:

18
19 
20 _____
21 President



President

21
22 
23 _____
24 Secretary



Business Administrator/
Board Secretary

1 **SCHEDULE A**

2
3 **Bus Driver Salary Guide (Hourly Rate)**

4		5 Year 1	6 Year 2	7 Year 3
8	Step	9 2017-2018	10 2018-2019	11 2019-2020
12	1	\$17.13	\$18.07	\$18.43
13	2	\$17.45	\$19.07	\$19.45
14	3	\$18.04	\$20.07	\$20.47
15	4	\$18.94	\$21.07	\$21.49
16	5	\$19.91	\$22.07	\$22.51
17	6	\$21.78	\$23.07	\$23.53

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23 * The Board has the discretion to hire a prospective Bus Driver above step 1 on the salary
24 guide should such candidate have the appropriate experience and qualifications. Any new
25 employee shall not be placed ahead of any Edison employee with the same years of
26 experience.

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29 **Placement onto the Salary Guide for existing Bus Drivers**

30	31 Base Year		32 Year 1
33	2016-2017		2017-2018
34	\$16.19	--->	Step 1 \$17.13
35	\$16.35	--->	Step 1 \$17.13
36			
37	\$16.51	--->	Step 2 \$17.45
38	\$16.68	--->	Step 2 \$17.45
39			
40	\$17.01	--->	Step 3 \$18.04
41	\$17.35	--->	Step 3 \$18.04
42			
43	\$17.70	--->	Step 4 \$18.94
44	\$18.46	--->	Step 4 \$18.94
45			
46	\$18.74	--->	Step 5 \$19.91
47	\$19.36	--->	Step 5 \$19.91
48			
49	\$20.61	--->	Step 6 \$22.61
50	\$21.23	--->	Step 6 \$22.61

SCHEDULE A

Bus Aide Salary Guide (Hourly Rate)

	Year 1 2017-2018	Year 2 2018-2019	Year 3 2019-2020
Step			
1	\$14.66	\$15.22	\$15.82
2	\$15.01	\$15.57	\$16.17
3	\$15.36	\$15.92	\$16.52
4	\$15.71	\$16.27	\$16.88
5	\$16.06	\$16.67	\$17.28
6	\$16.55	\$17.14	\$17.75

Placement onto the Salary Guide for existing Bus Aides

Base Year 2016-2017		Year 1 2017-2018
\$12.66	--->	Step 1 \$14.66
\$14.55	--->	Step 6 \$16.55

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