

**AGREEMENT**

for

**NON-CERTIFICATED EMPLOYEES**

between

**BOARD OF EDUCATION  
EDISON TOWNSHIP  
NEW JERSEY**

and

**EDISON TOWNSHIP  
EDUCATION ASSOCIATION**

**July 1, 2005 – June 30, 2008**

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**PREAMBLE**

This Agreement signed this 19th day of December, 2005, by and between the Board of Education of Edison Township, Edison, New Jersey, hereinafter called the "**Board**" and the Edison Township Education Association, hereinafter called the "**Association**".

**WITNESSETH:**

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

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

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

**ARTICLE I**

**RECOGNITION**

**A. Unit**

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for full-time, and part-time non-certificated employees, whether under contract, on leave, or employed by the Board, including attendance investigators, library aides, library assistants, paraprofessionals, teacher aides, administrative secretaries, school secretaries, clerical aides, security officers, registered nurses, licensed practical nurses, and excluding all other employees.

**B. Definition of Employee**

1. Unless otherwise indicated, the term "**employee**" when used hereinafter in this Agreement, shall refer to all non-certificated employees represented by the Association in the negotiating unit as above defined.
2. When a reference is made to a specific classification of employee (example: security officer) the reference shall apply exclusively to that classification of employee.
3. Administrative Secretaries are all secretarial and clerical personnel in the Central Office, Adult Education, Enrollment Center, Maintenance and Transportation, with the exception of any Class III secretary and clerical aides.

**ARTICLE II**

**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

**A. Legal Authority**

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin in

accordance with the rules of the **Public Employment Relations Commission (PERC)**. Any tentative agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and Association negotiating teams, and be submitted for ratification to the Board and the Association membership.

**B. Exchange of Information**

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available for inspection by the Association by November 30, salary guides, scattergrams, a health insurance profile, and other pertinent records.

**C. Representation**

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

**D. Modification of Agreement**

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration of and/or amending this Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other at least three (3) days prior to the meeting an agenda covering matters it wishes to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

**E. Maintenance of Benefits**

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

**ARTICLE III**

**BOARD POLICIES**

**A. Implementation**

This article concerns the implementation of policies, not the policies themselves.

**B. Review and Enforcement**

1. All Board of Education policies will be upheld and enforced by all Board employees who are party to this Agreement, as well as by all Administrators/Principals/Supervisors.

2. All Board of Education policies will be available for review in the office of the Principal and the school library.
3. All Board of Education policies will be available for review at a site conveniently accessible to employee in the Education Center.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim by an employee (or a group of employees similarly situated, or the Association) that he/she has suffered harm by the interpretation, application, or violation of policies, agreements, or administrative decisions affecting him or her.

**B. Purpose**

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

**C. Procedure**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
2. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year. If this process is not possible, language cited in C.1 is placed in effect.
3. Level I
  - a. The individual, who has a concern/problem that is based on contractual language, Board policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved to discuss the matter. The grievant may choose to have the Association's designated representative discuss the grievance in question. This discussion should commence no later than fifteen (15) work days after the concern/problem became known.
  - b. The attendance of an Association Representative should be considered if the problem may involve more people than the individual involved; if the matter is disciplinary in nature; if it involves an observation, or evaluations, or if it involves working conditions for a group of people. In such matters, it is advisable to have an Association Representative in attendance for advice and guidance as to the Association's viewpoint.

- c. A Level I conference is meant to be informal in nature. The concern/problem should be clearly presented, and solutions or suggestions to address the concern may be offered by the individual. Every effort should be made to consider all reasonable solutions put forth, and to resolve the matter at this level. The Association Representative, however, is charged with representing the views of the Association with regard to any resolution to the matter.
- d. If the concern/problem is not resolved satisfactorily through an informal discussion, then the grievant should move to Level II procedures, and file a formal written grievance with the principal or immediate supervisor, through the Association Representative. The Association Representative must fill out an Initial Complaint Form and send that completed form to the Association office in order to formally initiate the Level II procedure. The grievance must then be presented, in writing, within thirty (30) calendar days to the Association's Professional Rights and Responsibilities (PR&R) Committee. At the same time, the disposition of the unresolved grievance at Level I shall be submitted in writing to the Committee.

#### 4. Level II

- a. Upon receipt of the written grievance, a conference will be held between the principal/supervisor, the grievant and the Association Representative in an effort to address the grievant's concerns. The response of the principal/supervisor will be communicated in writing to the grievant and Association Representative within ten (10) calendar days after the conference has been held.
- b. If a resolution to the grievance fails, then the grievant and the PR&R Committee will be presented a copy of the principal/supervisor response within thirty (30) calendar days of the decision.

#### 5. Level III

Within ten (10) work days after receiving the written grievance, the PR&R Committee shall refer it to the Superintendent of Schools. The Superintendent, or her/his designee, will confer with the President and/or Grievance/PR&R Chairperson of the Association, and, if deemed necessary, the grievant(s). A decision, in writing, shall be delivered within ten (10) work days to the grievant(s) and the Association office.

#### 6. Level IV

- a. If the PR&R committee is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the aggrieved person and/or the PR&R Committee and/or an official designee(s) of the Association shall refer the grievance to the Board of Education within ten (10) work days. The Board shall render its decision, in writing and with reasons, within fifteen (15) work days from receipt of the grievance, or if a hearing is held, from the date of the hearing. The Board's decision shall be delivered to the grievant(s), the Association office, and the Superintendent of Schools.
- b. If requested by the Association, an opportunity to present any, or all, Level IV grievances shall be availed the Association President, and/or the Association Grievance Chairperson.

#### 7. Level V - Arbitration

- a. If the grievance has not been resolved within thirty (30) calendar days after such written notice to the Board, a request for a list of arbitrators may be made to the American

Arbitration Association (AAA) by the Association. The parties shall then be bound by the rules and procedures of the AAA.

- b. The arbitrator so selected shall confer with the representatives of the Board and PR&R Committee, hold hearings promptly, and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then, from the date of final statements and proofs of issues that are submitted. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. All grievance hearings shall be at a mutually agreed-upon site in Edison Township.
- d. The costs of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of hearings shall be borne equally by the Board and the Association.

#### 8. Communications

Within ten (10) work days after the final resolution, whether at Level III, IV, or V, the final resolution shall be communicated in writing to all appropriate administrative and supervisory personnel.

#### ***D. Rights of Employees to Representation***

1. Any party in interest may be represented at all stages of the grievance procedure by himself or herself or, at his/her option, by a representative elected, or approved, by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, or by any member of the administration, against any party in interest, any building representative, any member of the PR&R Committee, or any other participant in the grievance procedure by reason of such participation.

#### ***E. Miscellaneous***

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees in more than one building, the PR&R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievances shall commence at Level III. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels II, III, and IV shall be communicated in writing, on forms previously adopted (see 5. below), and any denial shall specify the reason/basis for denial. Copies will be sent to the parties in interest, including all grievants, and to the Association, Attn: PR&R Committee. The Superintendent shall inform all administrative staff of any decision rendered, and the Association shall inform all Association Representatives.
3. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this Article.

4. Any employee in the Edison Township School System, or any other person under the supervision or control of the Board, if required by the Association and the Board, shall be made available for appearance at any arbitration or grievance hearing as requested by the Association or the Board without any loss of pay while attending such hearings.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## **ARTICLE V**

### **EMPLOYEE AND BOARD RIGHTS**

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

Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly, or indirectly, discourage, or deprive, or coerce any employee in its employment of any rights conferred by N.J.S.A. 34:13A-1 et. seq., or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

#### **B. Just Cause Provision**

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
2. It is expected that all parties will exhibit professional behavior at all times.
3. If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location, such as the Administrator's office, or any other location affording privacy of communication.

#### **C. Required Meetings or Hearings**

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

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

Except as otherwise provided in this Agreement and under the provisions of N.J.S.A. 34:13A-1 et. seq., the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of this school district to the extent authorized by law.

**ARTICLE VI**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

**A. Information**

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that is a matter of public record.

**B. Released Time for Meetings**

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

**C. School Visitations by Association Representatives**

Representatives of the Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, shall be permitted to transact official Association business on school property at all reasonable times with the approval of the principal and/or Superintendent, provided that this shall not interfere with or interrupt normal school operations.

**D. Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal.

**E. Use of School Equipment**

The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

**F. Bulletin Boards**

The Association shall have in each school building exclusive use of a bulletin board in each lounge and employee's dining room. The Association will also be assigned adequate space, if available, on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

**G. Mail Facilities and Mailboxes**

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

**H. Leave for Association President**

The President shall be granted leave(s) of absence during his/her term of office as president. The rate of pay for the presidential leave(s) shall be mutually established for each contract year and shall be based on a twelve (12) month work year. Upon returning to full-time employment, full credit for each year of the leave of absence will be granted for seniority and salary guide placement purposes. All other benefits granted to full-time employees shall be granted to the Association President during such leave(s) of absence.

## ***I. Exclusive Rights***

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

## ***ARTICLE VII EMPLOYMENT***

### ***A. Common Unit Language***

The following language is common to more than one (1) unit in the Non-Certificated contract. Units will be identified where appropriate.

1. Tenure—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

Effective September 1, 1999 tenure shall be acquired after employment in the district for: (a) three (3) consecutive calendar years; or (b) three (3) consecutive academic years together with employment at the beginning of the next succeeding academic year; or (c) the equivalent of more than three (3) academic years within a period of any four (4) consecutive academic years. Employees currently serving in these positions as of September 1, 1999, who have completed one (1) of the above requirements, shall be deemed to have tenure. Current employees with less than the required district service shall acquire tenure after having reached the above threshold, with accrued time served in the district counted toward that acquisition. Employees hired after September 1, 1999 shall begin computing seniority toward tenure acquisition from their first day of employment.

2. Probationary Period—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

The above named personnel shall be hired on a ninety (90) calendar day probationary period. During the probationary period, such employee may be discharged or suspended for any reason, with or without cause, and such discharge or suspension shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period such employee shall have access to the grievance procedure.

3. Seniority—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

- a. Seniority shall be defined as service to the school district as a member of the bargaining unit.
- b. Seniority shall not be accumulated during the period of layoff. Upon recall, employees shall have their accumulated seniority restored to the date of layoff.
- c. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- d. For purposes of layoff and recall, all tenured personnel cited above shall be credited with seniority equal to the amount of time employed in their current job classifications. An employee may not "bump" any employee in any other classification unless the

employee has worked in that classification. When an employee has worked in more than one classification, the employee's seniority shall continue to accrue in all former classifications. **Example:** Employee A is hired as a security officer and works in this classification for four years. Employee A then becomes a secretary and remains in this position for five years. Employee A now has five years seniority as a secretary and nine years seniority as a security officer. **Note:** Teacher aides may accrue seniority, but not tenure.

#### 4. Step Increment Credit

- a. 10-month employees—Attendance Investigators, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretary II, Secretary III, Secretary III-B, Registered Nurses, and Licensed Practical Nurses: Personnel cited above whose date of appointment for a full work day by September 30 shall receive a full increment step in the salary guide. Personnel whose date of appointment is between October 1 and February 1 inclusive shall receive one-half (1/2) step increment in the salary guide. Personnel whose date of appointment is after February 1 shall receive no increment in the salary guide.
- b. 12-month employees—Administrative Secretaries, Secretary I, Clerical Aides and Security Officers: Personnel employed for a full work day by August 31st shall receive a full increment step in the salary guide. Personnel cited above whose date of appointment for a full work day by August 31 shall receive a full increment step in the salary guide. Personnel whose date of appointment is between September 1 and January 1 inclusive shall receive one-half (1/2) step increment in the salary guide. Personnel whose date of appointment is after January 1 shall receive no increment in the salary guide.
- c. A 10-month employee (as cited in a. above) shall receive a full step increment if the employee, during the course of a school year, accumulates less than thirty (30) calendar days of requested unpaid leave. A 10-month employee shall receive a one-half step increment if the employee, during the course of a school year, accumulates thirty (30) or more calendar days but no more than one-hundred fifty (150) calendar days of requested unpaid leave. A 10-month employee shall receive no step increment if the employee accumulates more than one-hundred fifty (150) calendar days of requested unpaid leave during the course of a school year.
- d. A 12-month employee (as cited in b. above) shall receive a full step increment if the employee, during the course of a school year, accumulates less than sixty (60) calendar days of requested unpaid leave. A 12-month employee shall receive a one-half step increment if the employee, during the course of a school year, accumulates sixty (60) or more calendar days but no more than one-hundred eighty (180) calendar days of requested unpaid leave. A 12-month employee shall receive no step increment if the employee accumulates more than one-hundred eighty (180) calendar days of requested unpaid leave during the course of a school year.

5. Resignation Notice—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

Any non-certificated employee who is resigning is expected to give thirty (30) days' notice but may give a minimum of fifteen (15) days' notice.

6. Tuition Reimbursement—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

The Board will pay the full cost of tuition incurred in connection with any course, workshop, training sessions or other job-related sessions an employee is required or permitted to attend by the administration. Courses eligible for consideration shall include those offered at institutions of higher education, and/or the Edison Adult School, provided such courses involve skills or knowledge related to job requirements. When an employee is required to attend a training session outside working hours, compensation for actual time in attendance shall be paid at regular straight-time rate of pay.

7. Direct Deposit—Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses.

The Board shall provide a voluntary direct deposit banking program.

## **B. Specific Unit Language**

This language applies only to the unit cited.

1. Attendance Investigators and Security Officers

- a. Reimbursement for Loss of Personal Property: The Board shall reimburse attendance investigators and security officers for the reasonable cost of any clothing or other personal property damaged or destroyed while the attendance investigator or security officer was acting in the discharge of his/her duties within the scope of his/her employment with approval of the Principal and Superintendent. Reimbursements for clothing or uniforms made under these circumstances shall be in addition to, and not covered by, the annual clothing allowance cited in subparagraph c. below.
- b. Reimbursement for Mileage: Security officers shall receive the maximum mileage rate per mile permitted under the Internal Revenue Service Rules for Business Use of Automobiles.
- c. Clothing Allowance: Security Officers shall receive an annual clothing voucher of six hundred dollars (\$600.00) for 2005-06, six hundred and fifty dollars (\$650.00) for 2006-07, six hundred and fifty dollars (\$650.00) for 2007-08. The uniform shall be determined by the Board of Education.
- d. Car Allowance: Attendance Investigators shall receive a car allowance of three hundred seventy-five dollars (\$375.00) per month or three thousand, seven hundred fifty dollars (\$3,750.00) per year. For any period of time not worked during the school year, that exceeds five consecutive work days, a per diem deduction will be made starting from the first day of absence.
- e. Stipend—Head Attendance Investigator: The Head Attendance Investigator shall receive a stipend of eight hundred fifty dollars (\$850.00) per year.
- f. Stipend—Head Security Officer: The stipend for each Head Security Officer shall be two thousand two hundred fifty dollars (\$2,250.00) for 2005-06, two thousand five hundred fifty dollars (\$2,250.00) for 2006-07, two thousand seven hundred fifty dollars (\$2,750.00) for 2007-08.
- g. Night Differential: Security Officers shall receive a night differential of thirty cents (\$.30) per hour for any shift beginning at 3:00 PM or later.

## 2. Library Aides and Library Assistants

- a. Employment Criteria: Members assigned to the school libraries shall be designated as library assistants if the member has sixty (60) credits in library-related courses approved by the Superintendent and as library aides if the member has less than sixty (60) credits in library-related courses approved by the Superintendent.

## 3. Paraprofessionals/Teacher Aides

- a. Notification of Employment: The Board agrees to notify employees prior to the close of the school year as to their employment status for the succeeding school year.
- b. Assignment:
  - 1) Assignment of a paraprofessional/teacher aide to a specific school shall be confirmed no later than one (1) week prior to the start of the school year.
  - 2) Assignment of a teacher aide will be determined by district needs.
  - 3) To avoid the necessity of multiple transfers of the same paraprofessional, it shall be the general practice that, where feasible, a paraprofessional, who is returning to the district, shall be reassigned on the opening day of school to the same school to which he/she was assigned as of the closing day of the previous year, and for the same amount of time. As soon as paraprofessional needs for the new school year are firm, (usually five (5) days after school opening), paraprofessionals will be reassigned, in seniority order, to available positions. Preference of paraprofessionals who wish to remain in their previous assignment, even though the time may be reduced, will be honored, if at all feasible.
- c. Certification: Any paraprofessional employed prior to July 1, 1978, shall not be required to fulfill any additional certification requirements unless mandated by the State.
- d. Seniority: In making seniority determinations, the following procedures shall be used:
  - 1) Paraprofessionals and teacher aides shall be granted seniority in two (2) categories: (a) Regular and (b) Special Education.
  - 2) Regular seniority shall include all continuous (or RIF) time served as a paraprofessional or teacher aide in the Edison schools.
  - 3) The initial special education seniority list shall include all those paraprofessionals and teacher aides presently assigned to special education classes. These employees shall be placed on the list according to their total years of service in the Edison schools.
  - 4) In assigning paraprofessionals for each school year, regular assignments shall be based on the "regular" list and special education assignments shall be based on the "special education" list.
  - 5) In making paraprofessional assignments for each school year, the member's total seniority on both lists will be considered. Unless the paraprofessional requests otherwise, he/she will be given the assignment from either list which will provide him/her with the higher percentage of employment.
  - 6) If a paraprofessional who does not have "special education" seniority requests a special education assignment, such request will be granted, provided the member's total seniority would entitle him/her to such assignment. In accepting this

assignment, the member will be required to serve a probationary period of 120 calendar days. If at any time during this probationary period the building principal, in consultation with the special education supervisor, determines that the member's services are not satisfactory, he/she shall be removed from the position and shall be required to wait for further employment until a regular position is available.

- e. Mileage Allowance: When paraprofessionals/teacher aides are required to travel from one work station to another in the course of their work day, they shall be reimbursed for mileage at the maximum mileage rate per mile permitted under the Internal Revenue Service Rules for Business Use of Automobiles.

#### 4. Secretary Employment

##### a. Secretarial Classifications:

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

**Class I** Secretary to principal (secondary school)

**Class II** Secretary to principal (elementary school)

**Class III** All other secretaries who are not employed for a one hundred eighty one (181) day work year.

**Class III-B** All other secretaries who are employed for a one hundred eighty one (181) day work year including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993. In addition, this section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this agreement.

##### b. Seniority:

(1) When a member transfers from administrative secretarial classification to school secretarial classification, the seniority will be credited toward the new position. For purposes of layoff and recall, all employees shall be credited with seniority equal to the amount of time employed in the Edison Township School District.

(2) Class III-B secretaries shall be a separate seniority classification for purposes of layoff and recall. This category is comprised of all secretaries who are employed for a one hundred eighty-one (181) day work year, including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993.

##### c. Stipends: In each year of this agreement, the following additional pensionable compensation shall be given to the positions indicated below:

High school head secretaries	\$ 880.00
Middle school head secretaries	\$ 475.00
Elementary school head secretaries	\$ 475.00

#### 5. Registered Nurses/Licensed Practical Nurses

Certification: Registered nurse certification from the State of New Jersey is required.

### C. Salary Guides

#### **ADMINISTRATIVE SECRETARIES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	37,640	38,769	40,126
1.5	37,976	39,115	40,484
2	38,311	39,460	40,841
2.5	38,646	39,805	41,198
3	38,980	40,149	41,554
3.5	39,468	40,652	42,074
4	39,955	41,154	42,594
4.5	40,675	41,896	43,362
5	41,395	42,637	44,129
5.5	42,172	43,437	44,957
6	42,948	44,236	45,784
6.5	44,291	45,619	47,216
7	45,633	47,002	48,647
10 YRS	46,616	48,014	49,694
15 YRS	47,597	49,025	50,741
20 YRS	48,583	50,040	51,791

#### **CLERICAL AIDES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	23,076	23,768	24,600
2	24,462	25,196	26,078
3	25,945	26,724	27,659
4	29,028	29,899	30,946
5	29,839	30,734	31,810
6	31,660	32,609	33,750
7	32,293	33,262	34,426
8	32,939	33,926	35,114
9	33,598	34,606	35,816
10	34,637	35,676	36,925
11	36,546	37,643	38,960
12	37,270	38,388	39,732
13	38,008	39,148	40,518
14	38,760	39,923	41,320
15	39,528	40,714	42,138
16	41,536	42,781	44,279
17	42,359	43,630	45,157
18	43,199	44,495	46,052
19	44,056	45,377	46,964
20	44,929	46,277	47,897

**CLASS I SECRETARIES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	33,770	34,783	36,000
1.5	34,590	35,628	36,875
2	35,410	36,472	37,749
2.5	36,115	37,199	38,501
3	36,820	37,925	39,252
3.5	37,838	38,974	40,338
4	38,856	40,022	41,423
4.5	41,553	42,799	44,297
5	44,249	45,576	47,171
10 YRS	45,141	46,495	48,122
15 YRS	46,037	47,418	49,078
20 YRS	46,928	48,336	50,028

**CLASS II SECRETARIES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	30,598	31,516	32,619
1.5	31,380	32,321	33,452
2	32,161	33,126	34,285
2.5	32,832	33,817	35,001
3	33,503	34,508	35,716
3.5	34,525	35,560	36,805
4	35,546	36,612	37,893
4.5	38,351	39,502	40,884
5	41,156	42,391	43,875
10 YRS	42,053	43,315	44,831
15 YRS	42,946	44,234	45,782
20 YRS	43,839	45,154	46,734

**CLASS III SECRETARIES & ATTENDANCE INVESTIGATORS**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	29,850	30,746	31,822
1.5	30,523	31,439	32,540
2	31,196	32,132	33,257
2.5	31,982	32,942	34,095
3	32,768	33,751	34,932
3.5	33,753	34,766	35,982
4	34,738	35,780	37,032
4.5	37,653	38,782	40,139
5	40,567	41,784	43,246
10 YRS	41,465	42,709	44,204
15 YRS	42,363	43,634	45,161
20 YRS	43,260	44,558	46,118

**CLASS III-B SECRETARIES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	27,156	27,971	28,950
1.5	27,768	28,601	29,602
2	28,380	29,231	30,254
2.5	29,095	29,968	31,017
3	29,810	30,704	31,779
3.5	30,707	31,628	32,735
4	31,603	32,551	33,690
4.5	34,254	35,282	36,516
5	36,905	38,012	39,342
10 YRS	37,797	38,931	40,294
15 YRS	38,692	39,853	41,248
20 YRS	39,584	40,772	42,199

**LIBRARY AIDES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	18,883	19,449	20,130
1.5	19,496	20,081	20,784
2	20,109	20,712	21,437
2.5	20,765	21,388	22,137
3	21,421	22,064	22,836
3.5	22,243	22,910	23,712
4	23,064	23,756	24,587
4.5	23,964	24,683	25,547
5	24,864	25,610	26,506
10 YRS	25,925	26,703	27,638
15 YRS	26,988	27,798	28,771
20 YRS	27,792	28,626	29,628

**LIBRARY ASSISTANTS**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	27,156	27,971	28,950
1.5	27,768	28,601	29,602
2	28,380	29,231	30,254
2.5	29,095	29,968	31,017
3	29,810	30,704	31,779
3.5	30,707	31,628	32,735
4	31,603	32,551	33,690
4.5	34,254	35,282	36,516
5	36,905	38,012	39,342
10 YRS	37,797	38,931	40,294
15 YRS	38,692	39,853	41,248
20 YRS	39,584	40,772	42,199

**REGISTERED NURSES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	30,598	31,516	32,619
1.5	31,380	32,321	33,452
2	32,161	33,126	34,285
2.5	32,832	33,817	35,001
3	33,503	34,508	35,716
3.5	34,525	35,560	36,805
4	35,546	36,612	37,893
4.5	38,351	39,502	40,884
5	41,156	42,391	43,875
10 YRS	42,053	43,315	44,831
15 YRS	42,946	44,234	45,782
20 YRS	43,839	45,154	46,734

**LICENSED PRACTICAL NURSES**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	21,621	22,270	23,049
2	23,170	23,865	24,700
3	24,866	25,612	26,508
4	26,383	27,174	28,125
5	26,911	27,718	28,688
6	27,449	28,272	29,262
7	27,998	28,838	29,847
8	28,558	29,415	30,445
9	30,149	31,053	32,140
10	30,752	31,675	32,784
11	31,367	32,308	33,439
12	32,004	32,964	34,118
13	32,634	33,613	34,789
14	34,307	35,336	36,573
15	34,993	36,043	37,305

**PARAPROFESSIONALS**

STEP	7/1/05	7/1/06	7/1/07
	6/30/06	6/30/07	6/30/08
1	19,230	19,807	20,500
2	20,385	20,997	21,732
3	21,621	22,270	23,049
4	24,190	24,916	25,788
5	24,866	25,612	26,508
6	26,383	27,174	28,125
7	26,911	27,718	28,688
8	27,449	28,272	29,262
9	27,998	28,838	29,847
10	28,858	29,724	30,764
11	30,449	31,362	32,460
12	31,052	31,984	33,103
13	31,667	32,617	33,759
14	32,294	33,263	34,427
15	32,934	33,922	35,109
16	34,607	35,645	36,893
17	35,293	36,352	37,624
18	35,993	37,073	38,371
19	36,707	37,808	39,131
20	37,435	38,558	39,908

**Degree Differential**

	<b><u>7/1/05 – 6/30/08</u></b>
Bachelor's Degree	1,000 each year of the contract

**TEACHER AIDES (Hourly Rate)**

STEP	7/1/05	7/1/06	7/1/07
	6/30/06	6/30/07	6/30/08
1	10.55	10.95	11.40
2	10.80	11.20	11.65
3	11.05	11.45	11.90
4	11.30	11.70	12.15
5	11.55	11.95	12.40
6	11.80	12.20	12.65
7	12.05	12.45	12.90
8	12.30	12.70	13.15
9	12.55	12.95	13.40
10	12.80	13.20	13.65

**SECURITY OFFICERS (Hired Prior to 7/1/96)**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	30,692	31,398	32,120
1.5	31,274	31,993	32,729
2	31,855	32,588	33,338
2.5	32,407	33,153	33,915
3	32,959	33,717	34,492
3.5	33,458	34,227	35,014
4	33,956	34,737	35,536
4.5	34,458	35,250	36,061
5	34,959	35,763	36,586
5.5	42,665	43,646	44,650
6	50,370	51,529	52,714
LONGEVITY			
6 YRS	501	901	1,301
10 YRS	1,127	1,527	1,927
15 YRS	1,627	2,027	2,427
20 YRS	2,190	2,590	2,990
25 YRS	2,754	3,154	3,554

**SECURITY OFFICERS (Hired After 7/1/96)**

STEP	7/1/05 6/30/06	7/1/06 6/30/07	7/1/07 6/30/08
1	30,090	30,782	31,490
1.5	31,150	31,866	32,599
2	32,209	32,950	33,708
2.5	33,268	34,034	34,817
3	34,327	35,117	35,925
3.5	35,386	36,200	37,033
4	36,445	37,283	38,141
4.5	37,504	38,367	39,249
5	38,563	39,450	40,357
5.5	39,624	40,536	41,468
6	40,685	41,621	42,578
LONGEVITY			
6 YRS	501	901	1,301
10 YRS	1,127	1,527	1,927
15 YRS	1,627	2,027	2,427
20 YRS	2,190	2,590	2,990
25 YRS	2,754	3,154	3,554

**ARTICLE VIII**

**EMPLOYEE WORK YEAR**

**A. Attendance Investigators and Security Officers**

1. Work Year for Attendance Investigators

The work year for Attendance Investigators shall begin fifteen (15) working days prior to the start of the students' school year and shall end five (5) working days after the end of the students' school year.

2. Work Year for Security Officers

The work year shall be from July 1 to June 30.

3. Vacation for Security Officers:

a. Vacation allowance for each security officer as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
6 months - 1 year	1 week
1 - 5 years	2 weeks
6 - 10 years	3 weeks
For every year past 10 years	1 day per year up to a maximum of 25 days

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

b. The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of building seniority. All security officers are required to take their vacations when school is closed. All security officers must work the full week prior to the opening of school.

4. Holidays for Security Officers

a. The following days shall be paid holidays for security officers provided the schools are closed on that day:

Independence Day	New Year's Day
Labor Day	Martin Luther King's Birthday
Yom Kippur	President's Day
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Memorial Day
Christmas Eve	Rosh Hashanah (2 days)
Christmas Day	NJEA Convention (2 days)
New Year's Eve	

b. Security officers shall receive three (3) days of the four (4) days allowed during NJEA convention and Rosh Hashanah as holidays and shall be scheduled to ensure coverage during each of the four (4) days. Preference to days off will be based upon seniority.

c. In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar.

- d. If any of the legal holidays fall on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday, providing schools are closed, or on the next suitable day.

## **B. Library Aides/Library Assistants**

### 1. Work Year

The work year for library aides and library assistants in the Edison School System shall be one hundred eighty (180) days. library aides and library assistants may work beyond one hundred eighty (180) days within the school year provided the extension is approved by the Superintendent of Schools or his/her designee. Any employee required to work beyond one hundred eighty (180) days shall be compensated at the rate of one and one-half (1½) times the daily rate.

### 2. Holidays

The days which shall be considered holidays for library aides and library assistants shall be the school closing days as designated in the school calendar for the school term.

## **C. Paraprofessionals/Teacher Aides**

The work year for paraprofessionals and teacher aides in the Edison school system shall be the same as that for teachers, in effect, the work year is the same as the calendar year for students with the addition of one (1) day before school opens. In addition, paraprofessionals will attend two (2) full in-service days during the school year. If required, teacher aides shall attend one (1) full in-service day during the school year and will be paid their normal hourly rate of pay. On conference days, paraprofessionals and teacher aides shall be permitted to leave fifteen (15) minutes after student dismissal.

## **D. Secretaries/Clerical Aides**

### 1. Work Year

- a. The work year for all secretaries categorized as Administrative or Class I secretaries and clerical aides shall be from July 1 to June 30.
- b. The work year for all Class II and Class III secretaries shall begin ten (10) working days prior to the start of the students' school year and shall end on June 30th.
- c. The work year for Class III-B secretaries shall be one hundred eighty one (181) days. This section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this Agreement.
- d. Any secretary who works additional days beyond their contracted work year in their current position will be paid at their contracted daily rate of pay. Any other assignment will be paid at the substitute rate.

### 2. Holidays

- a. The days which shall be considered holidays for school secretaries shall be the school-closing days as designated in the school calendar for the school term. July 4th and Labor Day shall also be a holiday if this day is part of the secretary's work year.
- b. Any secretary required to work on a holiday shall be compensated in accordance with the Article IX, Section D.3.

- c. Any employee required to work on a holiday shall be notified to that effect no later than three (3) days before the holiday.
- d. For Administrative Secretaries and clerical aides, the following days shall be paid holidays provided the schools are closed on that day.

Independence Day	Christmas Eve
Labor Day	Christmas Day
Rosh Hashanah (2 days)	New Year's Eve
Yom Kippur	New Year's Day
Election Day	Martin Luther King's Birthday
NJEA Convention (2 days)	President's Day
Thanksgiving Day	Good Friday
Thanksgiving Friday	Memorial Day

- (1) In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar. When the schools are open on any of the days listed above, the day will be paid at straight time. For employees who are required to work on the alternate day, that day shall be treated as a holiday within the meaning of Article VIII, Section D, Paragraph 2, b & c. of this contract.
- (2) If any of the legal holidays fall on a Saturday or Sunday, it shall be celebrated and compensated accordingly on that day preceding or the day following such holiday, providing schools are closed, or on the next suitable day. Rosh Hashanah and Yom Kippur are excluded from this selection.
- (3) During the Winter and Spring school closings, all administrative secretaries and clerical aides shall be required to report to work on two (2) days during the Winter Break and two (2) days during the Spring Break. The two (2) work days per employee shall be scheduled in such a way that the offices are staffed on all business days during each break.
- (4) A secretary or clerical aide may either substitute vacation days, earned compensatory time, or alternate days saved {Reference: Article VIII, D, 2, (1) & (2)} for the two (2) scheduled work days during the Winter Break and/or Spring Break.

3. Vacations

- a. Vacation allowance for each Administrative and Class I Secretary and clerical aide as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
6 months - 1 year	1 week
1 - 5 years	2 weeks
6 - 10 years	3 weeks
For every year past 10 years	1 day per year up to a maximum of 25 days

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

- b. Except for unusual circumstances, each Class I secretary shall receive and take her/his vacation at the time approved by her/his supervisor or administrator. An Administrative Secretary or clerical aide shall be allowed to take her/his vacation at any time during the

contract year provided that the work load permits and there is approval by her/his immediate superior or administrator. A maximum of one (1) week vacation entitlement may be saved for utilization in the following contract year, by addition to that year's vacation.

- c. No vacation shall be taken the last full week prior to the opening of school.

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

##### **1. Work Year**

- a. The work year for registered nurses and licensed practical nurses in the Edison school system shall be the same as that for teachers, in effect, the work year is the same as the calendar year for students with the addition of one (1) day before school opens and two (2) full in-service days during the school year. On single-session days, registered nurses and licensed practical nurses shall be permitted to leave fifteen (15) minutes after student dismissal.
- b. If required to work during the summer, registered nurses and licensed practical nurses will be paid an hourly rate of twenty-five dollars (\$25.00) per hour with a minimum of four (4) hours per day.

##### **2. Holidays**

The days which shall be considered holidays for registered nurses and licensed practical nurses shall be the school closing days as designated in the school calendar for the school term.

### **ARTICLE IX**

#### **EMPLOYEE WORK DAY**

#### **A. Attendance Investigators/Security Officers**

##### **1. Work Day for Attendance Investigators**

- a. The normal work day shall consist of seven and one-half (7½) assigned hours with a flexible starting and ending time.
- b. Attendance Investigators required to work more than thirty-five (35) hours per week, but no more than forty (40) hours per week, shall be paid at straight time or compensatory time at the discretion of the Superintendent. Attendance Investigators required to work more than forty (40) hours per week shall be paid at the rate of one and one half (1½) times his/her regular hourly rate, based upon the length of their work year and hours per day. All overtime must be pre-approved by the Superintendent or designee.

##### **2. Work Day for Security Officers**

- a. Security Officers are entitled to two (2) fifteen (15) minute breaks during each work shift.
- b. The work day shall consist of eight and one-half (8½) hours including a one-half (1/2) hour meal break. On days when school is in session, the work day shall begin between 7:00 am and 8:00 am, or at 10:00 am, as determined for each security officer by the building principal or designee. The work day for the Adult School and/or Alternate School shall begin at 2:00 pm. The starting time for each security officer on school days and Adult School or Alternate School nights shall be fixed for the school year.

- c. On days when school is not in session the work day for all security officers shall be from 3:00 pm to 11:30 pm including the one-half (1/2) hour meal break. The time of the meal break will be determined by the Superintendent or designee.
- d. When schools are closed due to inclement weather, security officers will not be required to report for work and will suffer no loss of pay. On delayed opening days all security officers assigned to start work between 7:00 am and 8:00 am will report for duty at the same delayed opening time which will be 9:00 am to 3:30 pm.
- e. One (1) security officer per building will be assigned to the 10:00 am to 6:30 pm shift. In addition, if needed, one (1) security officer will be assigned to the 2:00 pm to 10:30 pm shift.
  - (1) Assignment to both the 10:00 am shift and the 2:00 pm shift shall be on a voluntary basis, if no volunteers are found for the 10:00 am shift assignment, the 10:00 am shift assignment shall be given to the security officer with the least seniority in the building.
  - (2) The weekly scheduling of the 10:00 am to 6:30 pm shift and the 2:00 pm to 10:30 pm shift security officer will be determined by the Principal in consultation with the security chief.
- f. Throughout the entire school year, Board of Education authorized school related activities with the exception of Board meetings, requiring the use of township police will also be staffed with a security officer, or officers.
- g. A security officer required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times her/his regular rate of pay. If required to work on the seventh day of the individual's work week or on a holiday, a security officer will be paid two (2) times her/his regular rate of pay.
- h. Overtime opportunities shall be rotated among qualified employees. Such overtime shall be accepted on a voluntary basis with rotation on a seniority basis. The use of seniority is limited to this issue.
- i. The immediate supervisor/principal must authorize any overtime. A list will be maintained of all hours of overtime authorized.

**B. Library Aides/Library Assistants**

- 1. The regular work day for all library aides and library assistants shall consist of seven (7) hours which includes a duty-free lunch period.
- 2. Any library aide or library assistant required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Hours between thirty-five (35) and forty (40) within the work week shall be paid at straight time or compensatory time.

**C. Paraprofessionals/Teacher Aides**

- 1. The regular work day for full-time paraprofessionals and teacher aides shall consist of seven (7) hours which includes a duty-free lunch period. The lunch period shall be of the same duration as a pupil lunch period and shall be scheduled at a time designated as a pupil lunch period. Paraprofessionals and teacher aides in the middle schools and high schools only shall also be entitled to an additional fifteen (15) minute break.

2. Where administratively possible, paraprofessionals assigned to individual teachers may be scheduled to share the same lunch period and preparation period.
3. The work week for part-time paraprofessionals and teacher aides shall be determined proportionally.
4. On the last school day of each school year, paraprofessionals and teacher aides shall be required to work hours which are proportionate, in terms of their daily work hours, to the number of hours teachers are required to work.
5. Class Coverage

Except in emergencies, supervisory personnel shall make every effort to assign members of the unit only to duties appropriate to their position and consistent with their general job description. If assigned to provide class coverage, the time involved will not be considered as part of his/her normal work day.

- a. At the high schools and middle schools, any paraprofessional assigned to provide class coverage in any emergency situation shall be reimbursed at the rate of twenty dollars (\$20.00) per period. A coverage must be at least thirty (30) minutes in duration.
  - b. At the elementary schools, any paraprofessional assigned to provide class coverage in any emergency situation shall be reimbursed at the rate of ten dollars (\$10.00) for each thirty (30) minutes of class coverage for classes of blocks of sixty (60) to one hundred and twenty (120) minutes in duration. For classes in excess of thirty (30) minutes, but less than sixty (60) minutes in duration, the rate of reimbursement is twenty dollars (\$20.00). If assigned coverage of a .5 schedule, or a single Kindergarten schedule, the rate of reimbursement shall be ten dollars (\$10.00) for each thirty (30) minutes of class coverage.
  - c. At the high schools, middle schools, and elementary schools, any paraprofessional assigned as a full-day substitute will be paid seventy-five percent (75%) of the current daily rate for substitutes. This amount is in addition to his/her normal rate of pay as a paraprofessional.
6. Compensation for any work performed in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week will be paid at straight time of twenty dollars (\$20.00) per hour. Fractions of the hourly rate may be cumulative until an hour is achieved.
  7. Except in an emergency, paraprofessionals are not to be used as lunch aides. Teacher aides may be used as lunch aides.
  8. If attendance at a faculty meeting becomes mandatory, paraprofessionals and teacher aides must be notified one (1) day in advance of the meeting.

#### ***D. Secretaries/Clerical Aides***

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

#### 4. Compensatory Time Usage

- a. The immediate supervisor must authorize any compensatory time or overtime. A list will be maintained of all hours of compensatory time that employees accrue due to excess hours worked. To ensure equity in overtime scheduling, compensatory time/days will be implemented on a rotating basis for employees involved in a common work assignment/project.
- b. Prior to use of earned compensatory time, the immediate supervisor's approval is necessary. The employee must schedule any/all dates with her/his supervisor in advance. Compensatory time/days must be used by the close of the school year (June 30) and shall not be carried over to the next work-year. A new list will be started on July 1 of each school year.
- c. If an agreed upon schedule for use of earned compensatory time is not established, the employee will be paid the current hourly wage for each hour of unused overtime, and/or for each additional hour in excess of earned compensatory time scheduled.

#### 5. Inclement Weather Days

- a. During the school year, for the first three (3) days in which schools are closed due to inclement weather, administrative secretaries and clerical aides shall not be required to report for work. If more than three (3) inclement weather school closing days are necessary, administrative secretaries and clerical aides shall be required to report for work on those days. In lieu of working that day, administrative secretaries and clerical aides shall be permitted to use a personal day, vacation day, previously earned compensatory time, or an alternate holiday if available.
  - b. If less than three (3) inclement weather days are used in a school year, administrative secretaries and clerical aides shall be entitled to only the same day/days in which the schools are closed. No floater day/days will be given in lieu of the day/days that schools are closed for the unused inclement weather days.
6. On delayed opening days for schools, the Superintendent will institute the emergency phone chain to notify administrative secretaries and clerical aides as to the time they shall be expected to report for work. Article IX, Section D.9. shall govern the time that Class III secretaries at the Education Center shall report to work. When the schools are closed early due to inclement weather, the Superintendent or his/her designee will determine the closing time for the central office.
  7. The regular work day for all school secretaries shall be seven (7) hours exclusive of one (1) hour for lunch time. Schools may require secretaries to work staggered hours to accommodate student/staff needs. The following are suggested starting and ending times.

7:00 a.m. to 3:00 p.m.	8:00 a.m. to 4:00 p.m.
7:30 a.m. to 3:30 p.m.	8:30 a.m. to 4:30 p.m.
  8. When a delayed opening is in effect, and if the delayed opening is one and one-half hours (1½) hours in length, school secretaries will report to work one and one-half hours (1½) after their normal starting time. On days of delayed opening, school secretaries will end their work day at their normal ending time.

**E. Registered Nurses/Licensed Practical Nurses**

1. The regular work week for full time registered nurses and full time licensed practical nurses shall be thirty-five (35) hours per week, seven (7) hours per day, including a thirty (30) minute lunch period.
2. The specific arrival and departure time for all registered nurses and licensed practical nurses shall be designated by the school principal.
3. Any registered nurse or licensed practical nurse required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay.
4. Registered nurses and licensed practical nurses required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time or compensatory time.

**ARTICLE X**

**ASSIGNMENTS AND TRANSFERS**

**A. Paraprofessionals/Teacher Aides**

1. Any known paraprofessional or teacher aide vacancy for the following school year shall be posted no later than April 30. Members of the unit who wish to apply for said vacancy must do so within fifteen (15) working days.
2. Paraprofessionals and teacher aides who desire to transfer to another school shall file a written statement of such desire with the Superintendent not later than March 1.
3. Determination of transfers, both voluntary and involuntary, will be made only after the best interest of the paraprofessional or teacher aide and the school system are taken into consideration.
  - a. Employees being recommended for involuntary transfer will receive written notification from the Superintendent by August 1. Employees shall each be notified prior to final action by the Board.
  - b. Any employee receiving notice of a recommendation for involuntary transfer shall be entitled to a meeting with his/her appropriate supervisor prior to the start of the year.
  - c. Employees who are involuntarily transferred shall receive written notification of the Board's action.
  - d. These guidelines may be waived in emergencies or unanticipated staffing needs such as resignations, enrollment changes, etc.

**B. Secretaries**

1. Temporary Assignment

Any secretary assigned to work temporarily in a higher classification shall be paid at the higher rate beginning on the sixth consecutive working day of the assignment, retroactive to the first day of the assignment.

**Administrative Secretary** Secretarial and clerical personnel in the Central Office, Adult School, Enrollment Center, Maintenance and Transportation, with the exception of any Class III secretary.

- Class I** Secretary to principal (secondary school)
- Class II** Secretary to principal (elementary school)
- Class III** All other secretaries who are not employed for one hundred eighty one (181) day work year.
- Class III-B** All other secretaries who are employed for a one hundred eighty one (181) day work year including general aides/staff assistants and paraprofessionals who were assigned secretarial and/or clerical duties prior to August 31, 1993. In addition, this section shall not be interpreted as permitting the reduction of the work year of a Class III secretary to that of a Class III-B secretary without negotiations pursuant to Article II of this agreement.

2. Transfers

Any individual interested in a lateral transfer should make her/his interest known by submitting a letter to the office of the Superintendent indicating same.

**ARTICLE XI**

**PROMOTIONS AND VACANCIES**

**A. Positions and Procedures**

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

1. To the extent possible, when school is in session, notice of new positions or vacancies shall be posted in each school as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) days before such date. A copy of said notice shall be made available to the Association at the time of posting. Qualified employees who desire to apply for any vacancy shall submit their applications in writing to the Superintendent's office within the limit specified in the notice, and acknowledgment shall be given to all such applicants.
2. Employees who desire to apply for any vacancy which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they wish to apply and an address where they can be reached during the summer. The Superintendent's office shall notify such employees of any vacancy as far in advance as is practicable, ordinarily at least fifteen (15) days before the final date that the application must be submitted, and in no event fewer than ten (10) days before such date. A list of any vacancies to be filled during the summer period will be posted at the administration office and in each school and a copy of said notice shall be made available to the Association.
3. The district email system may be used in conjunction with, but not as a substitute for, the existing posing requirements and procedures stated elsewhere in this Article.

**B. Criteria for Notice**

In both situations set forth in Section A above, qualifications for the position, its duties and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.

**C. Application Procedures**

All qualified employees shall be given adequate opportunity to make application, and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling any vacancy, preference shall be given to qualified employees already employed by the Board, if it is in the best interest of the school district. Announcements of appointments shall be made by posting a list in the central administrative office and in each school building and a list made available to the Association.

**D. Appointment Procedures**

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

**ARTICLE XII  
EMPLOYEE EVALUATION**

**A. Evaluation Guideline**

1. All monitoring or observation of the work performance of any employee shall be conducted openly and with full knowledge of the employee.
2. Mid-year evaluations are required for non-tenured employees.
3. Final evaluations for ten (10) month employees will be completed by June 1<sup>st</sup>. Final evaluations for twelve (12) month employees will be completed by July 1<sup>st</sup>.

**B. Copies of Evaluation**

Any employee shall be given a copy of any observation or evaluation report prepared by the evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the knowledge of the employee. The employee shall sign and return his/her completed evaluation. A signature shall not imply agreement with the contents of the evaluation.

**C. Rebuttal**

The employee shall also have the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

**D. Complaints**

Any complaints regarding an employee to any administrator by any parent, student, or other person which are used in any manner in evaluating an employee will be promptly investigated and called to the attention of the employee. He/she shall be given an opportunity to respond and/or rebut any such complaint.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

The following language is common to more than one (1) unit in the non-certificated contract.

#### **A. Sick Leave**

1. Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Registered Nurses, and Licensed Practical Nurses:
  - a. Ten (10) month personnel shall be allowed ten (10) days and twelve (12) month employees shall be allowed twelve (12) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Employees shall be given a written accounting of accumulated sick leave on their payroll stub. Sick leave is defined as absence from duty because of personal illness or quarantine for communicable disease. Upon request, the employee shall present a physician's certificate of illness to the Superintendent or his/her designee.
  - b. Unused personal days shall be converted to family illness days and may be accumulated year to year. At the discretion of the employee, unused family illness days may be converted to sick days and then added to the employee's accumulated sick leave upon written notification.
  - c. Members who retire from the PERS or pass away after having completed ten (10) years of service in Edison, will receive payment for sick days accumulated in Edison. Members leaving the district for any other reason after having completed fifteen (15) years of service in Edison, will receive payment for sick days accumulated in Edison. Payment for unused accumulated sick leave will be for one hundred percent (100%) of eligible days at the rate of twenty-five dollars (\$25.00) per day and, if applicable, payable to his/her estate. Effective 1/1/06, payment for unused accumulated sick leave will be at the rate of thirty-five (\$35.00) per day and, if applicable, payable to his/her estate.
  - d. Administrative and Class I secretaries shall be allowed twelve (12) days of sick leave in any school year without loss of pay. Class II and Class III secretaries shall be allowed eleven (11) days of sick leave in any school year without loss of pay. Class III-B secretaries shall be allowed ten (10) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Secretaries will be given a written accounting of accumulated sick leave days on their payroll stub.
  - e. In addition, each member will also have available thirty (30) days' leave per year without loss of pay for personal illness. These days are non-accumulative, governed by the provisions of **N.J.S.A. 18A:30-6**, and shall only be available to members whose absence is caused by one of the following:
    - (1) childbirth
    - (2) hospitalization or other confinement to a medical facility
    - (3) a serious injury or illness which is supported by medical verification

Requests which meet the criteria in subsections (1) and (2), as identified above, shall not be denied as long as the childbirth or hospitalization occurs during the same continuous period of absence for which the request is made. Decision of the

Superintendent of Edison schools on requests pursuant to subsection (3), as identified above, shall be made based upon consistent and fair criteria and shall not be subject to appeal.

f. Use of sick days granted in e. above shall be applied as follows:

If an employee has been continuously employed in the school system for at least six (6) years and has accumulated sixty (60) days leave without pay deduction for personal illness, and such employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:

- (1) The ten (10) accumulative sick leave days allowed for the current school year shall be used;
- (2) The sixty (60) sick leave days which had been previously accumulated shall be used; and
- (3) The thirty (30) non-accumulative sick leave days, if allowed for the current school year, shall be used. At such time, the employee is no longer entitled to additional sick leave days without pay deduction. When the employee has used all of his/her sick leave days, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with the provisions of **N.J.S.A. 18A:30-6**. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.
- (4) Language cited in A.1.e. and f. may be adjusted so as to apply to members who have accumulated sick leave in excess of sixty (60) days, and whose absence as indicated in A.1.e. exhausts the number of days accumulated.

**B. Personal Leave**

1. Attendance Investigators, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Registered Nurses, and Licensed Practical Nurses:

Employees may be absent from their school duties for two (2) days each year without loss of pay. No reason need be given.

2. Security Officers, Secretaries, and Clerical Aides:

- a. Security Officers may be absent from their school duties for three (3) personal days' leave each year.
- b. Secretaries may be absent from their duties for two (2) personal days each year without loss of pay. No reason need be given. Secretaries classified as Class II and Class III may be absent for two and one half (2½) personal days. In addition to the days specified above, Secretaries classified as Administrative or Class I and clerical aides may be absent for a third personal day under the following conditions:
  - (1) Class I secretaries assigned to secondary schools must take this day at a time agreeable to the school principal, and with the understanding that a substitute will not be required. Administrative Secretaries and clerical aides must take this day at a time agreeable to the immediate supervisor, and with the understanding that a substitute will not be required.

- (2) The third day will not be converted to sick leave and, if not used, will not be cumulative.

**C. Bereavement Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses**

1. Personnel may be absent from school without loss of pay for a period not to exceed five (5) days due to the death of a parent, spouse, domestic partner, child or sibling. A domestic partner is defined as a person of the same sex with whom a person has entered into a domestic partnership and received a Certificate of Domestic Partnership from the State of New Jersey or a valid certification from another jurisdiction that recognizes same-sex domestic partners, civil unions, or similar same-sex relationships.
2. Personnel may be absent from school for a period not to exceed four (4) days due to the death of a grandparent, grandchild, parent-in-law, grandparent-in-law, daughter-in-law, or son-in-law.
3. Personnel may be absent from school without loss of pay for a period not to exceed two (2) days due to the death of a sibling-in-law.
4. Personnel may be absent from school without loss of pay for a period of one (1) day due to the death of a near relative or other relative living in the household. A near relative shall be defined as an uncle, aunt, niece, nephew or first cousin.

**D. Leave for Temporary Disability for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses**

1. The Board shall grant an unpaid leave of absence of up to one (1) year to any employee who is temporarily unable to perform his/her duties because of disability resulting from illness, injury, pregnancy or similar condition. Additional leave may be granted at the discretion of the Board. In no case may such leave extend beyond the expiration date of a non-tenured employee's contract.
2. All requests for leave under this paragraph shall be accompanied by a statement from the employee's physician confirming the existence of the disabling condition and indicating the probable duration of the period of disability. For pregnancy, unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed six (6) calendar weeks.
3. Where an employee can anticipate the need for disability leave in connection with a specific future event, such as surgery or childbirth, he/she shall notify the Superintendent as soon as the employee is aware of the pending condition, and shall submit to the Superintendent or designee a statement from a physician of his/her continuing fitness to perform his/her assigned duties. If at any time after filing a statement, the employee gives evidence of inability to perform assigned duties, he/she may be required by the Superintendent or designee to submit further physician's certification of fitness at intervals of not less than one (1) month. Where a specific date for commencement of disability leave cannot be determined, the employee may request leave in advance of the anticipated date so that a qualified replacement can be selected.
4. For the purposes of this Article, "Temporary Disability" will mean from the date that unpaid medical leave begins. Medical, dental and prescription coverage will continue for one (1) year after the temporary disability begins. Thereafter, to remain on the group insurance, the employee must reimburse the Board for all applicable premiums. If the employee returns

after two (2) years on Temporary Disability, the Board will reimburse the employee for COBRA costs incurred during the second year of Temporary Disability. The amount of reimbursement will be prorated upon the amount of time worked the third year. If the member does not return after two (2) years of temporary disability, the employee may remain on the group health insurance plan provided he/she reimburses the Board of Education for applicable premiums until termination or return to work but shall receive no other benefits except as provided in Section I of this Article.

5. At the option of the employee, any or all of the employee's accumulated sick leave may be used in connection with the disability in which case unpaid disability leave shall not commence until after such sick leave has been applied.
6. An employee returning from disability leave shall file with the Superintendent or designee a certificate from his/her physician certifying his/her fitness to resume assigned duties.
7. Should the situation requiring disability leave change, e.g., if surgery is postponed, or a pregnancy results in miscarriage or stillbirth, the Superintendent may authorize early termination of the leave.

***E. Infant Care Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

1. The Board shall grant to any employee, male or female, an unpaid leave of absence to provide necessary care for his/her infant child, natural or adopted, who is no more than six (6) months of age at the time such leave is requested. The length of an infant care leave may not exceed one (1) year unless a one-year leave would expire during the last three months of the school year, in which case the leave shall be extended until June 30 of that school year, or the employee requests a one-year extension in writing of the leave prior to April 1 of the school year, in which the initial infant care leave is taken. Once a one-year extension of an infant care leave is granted, the employee must notify the Superintendent not later than April 1 of the school year during which the extended leave occurs of his/her intention to return to active employment. Failure to submit the required notice of intention to return to active employment will automatically place the employee on a third year of unpaid leave. Employees on infant care leave shall be entitled to no benefits while on such leave except as may be required by law. Current laws allow a twelve (12) week extension of medical benefits at no cost to the employee. An employee on infant care leave who wishes to continue health insurance coverage beyond the twelve (12) week extension may purchase any or all available coverage by paying to the Board the group premium rates which the Board is charged.
2. Notice for the commencement of infant care leave shall not be less than sixty (60) days, shall be forwarded to the employee's immediate superior and shall include the commencement and termination dates for said leave. Application for anticipated infant care leave may be included in the same request with application for disability leave for pregnancy.
3. Employees on infant care leave shall be eligible for substituting.

***F. Leaves of Absence Due to Illness in Family for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

1. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for an employee's spouse, child (natural or adopted), parent/guardian, mother-in-law, father-in-law who may be incapacitated for reason of illness. To the extent possible the

request must be provided to the Superintendent at least thirty (30) days in advance of the leave. The employee must notify the Superintendent no later than sixty (60) days prior to the employee's intended return to work.

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

***G. Military Leave for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

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

***H. Other Leaves of Absence for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

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

***I. Leave Benefits for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

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

***J. Jury Duty for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

Personnel granted leave for the purpose of serving on jury duty will not be required to return to the Board any monies received from the County or State for such duties. Personnel shall be paid all regular salary during the term of such duty. If on any day during the period of jury duty the employee is not required to report for such duty, she/he shall report for work on that day.

***K. Observation Absence for Attendance Investigators, Security Officers, Library Aides, Library Assistants, Paraprofessionals, Teacher Aides, Secretaries, Clerical Aides, Registered Nurses, and Licensed Practical Nurses***

1. Personnel, with prior approval of the Superintendent or designee shall be permitted a maximum of two (2) days absence from school duties without loss of pay for the purpose of visiting and observing teaching methods in another school, or to attend meetings or conferences of an educational or professional nature.
2. Following the observation or meeting, a written report must be submitted to the Superintendent or designee.

**ARTICLE XXIV**  
**HEALTH INSURANCE**

**A. Insurance Benefits**

1. Medical Coverage

- a. The Board shall provide a preferred provider organization (PPO) health benefits program, which includes hospitalization, medical-surgical, lab and diagnostic and major medical-type insurance. For 2005-06 and 2006-07, the co-payment for in-network office visits will be twenty-five dollars (\$25.00) per visit. For 2007-08, the co-payment for in-network office visits will be twenty-eight dollars (\$28.00) per visit. For all three years, the co-payment for emergency room visits will be fifty dollars (\$50.00) per visit, and the deductibles for supplemental in-network and out-of-network benefits will be three hundred dollars (\$300.00) individual and six hundred dollars (\$600.00) family.
- b. The catastrophic out-of-pocket amount for out-of-network and supplemental coverage will be twenty percent (20%) of four thousand dollars (\$4,000.00) single/eight thousand dollars (\$8,000.00) family. Catastrophic amounts are calculated on a calendar year basis.
- c. Mental health and substance abuse benefits will not contribute toward satisfying the catastrophic limit. For services that contribute towards the out-of-pocket amount, once the catastrophic limit is met, benefits will increase to one hundred percent (100%) of the reasonable and customary amount.

2. Dental Coverage:

- a. The Board shall provide dental insurance equal to the dental insurance carrier's Usual and Customary Rate Program, which shall include single and family coverage. The maximum benefit per calendar year, excluding Class IV dental services, shall be two thousand dollars (\$2,000.00). The deductible shall be forty dollars (\$40.00) individual and one hundred twenty dollars (\$120.00) family. All deductibles are on all dental services except Class I diagnostic and preventive services.
- b. The Board will offer a voluntary dental plan HMO with no deductible and no maximum, but subject to applicable co-insurance amounts.

3. Prescription Plan:

- a. The Board shall provide a single and family prescription plan. The deductible will be thirty dollars (\$30.00) individual and one hundred twenty dollars (\$120.00) family.
- b. For all three years, the co-payment will be ten dollars (\$10.00) for generic drugs. For brand name prescriptions, the co-payment will be twenty dollars (\$20.00) for 2005-06, twenty-five dollars (\$25.00) for 2006-07, and twenty-eight dollars (\$28.00) for 2007-08.
- c. The Board shall provide Single and Family Diabetic Prescription plan with no co-pays for prescriptions, supplies, and equipment.

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

1. Family Coverage: An employee who has dependents shall be eligible for full family coverage.

2. Single Coverage: Any unmarried employee, divorced person, separated person, widow or widower who does not support a family with dependents shall be eligible for single coverage.
3. Retirees: Retirees shall be eligible to participate in all health benefits programs at group rates.
4. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
5. Employees who elect not to participate directly in the insurance coverage as outlined in Section A above shall receive two thousand dollars (\$2,000.00) annually at the end of each contract year of non-participation. The Board shall reimburse the premium cost for continued enrollment in the alternate insurance plan for any employee who elects not to participate in the insurance coverage as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to re-enroll in the insurance coverage provided by the Board.
6. All employees shall notify the Board, without delay, when eligibility changes or ceases. Employees shall be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.
7. The Board shall provide the Association with a Master Copy of the Health Service Provider's program.
8. The Board will not change insurance plans/carriers without first discussing the proposed change with the Association. Any unilateral change in coverage shall be equal to or better than that currently in effect during the life of the contract.
9. Whenever any change in insurance benefits occurs for any other association representing employees in the Edison Township School District, the Board and Association may agree to reopen negotiations.
10. Voluntary HMOs may be made available by the Board.
11. A voluntary Section 125 Flexible Spending Account may be made available by the Board.

## **ARTICLE XV**

### **STAFF DEVELOPMENT WORKSHOPS**

#### **A. Professional Development Institute**

Teachers may apply toward salary guide credit for district approved Professional Development Institute (PDI) courses, which do not offer college, or university credit. Upon earning nine (9) Professional Development Institute Credits (PDIC), teachers will receive salary guide credit of three hundred dollars (\$300.00). This amount will be included in the total salary for pension purposes.

1. The Board will prepare a catalog of PDI courses, specifying topics, locations, hours, and PDICs by course/program. A minimum of ten (10) different programs per year will be offered.
2. All such PDI courses will be voluntary as to attendance, and shall be offered after school, evenings, Saturdays or in the summer.

3. Teachers may apply for salary guide credit for any PDI programs that total in the aggregate nine (9) Professional Development Institute credits. The PDICs shall be compensated at three hundred dollars (\$300.00) for nine (9) credits. All PDICs shall be cumulative. A maximum of nine (9) PDI credits may be earned during the life of this contract.
4. For ten (10) month and ten and one-half (10½) month employees, salary guide credit will be adjusted twice (2 times) per year, at the same intervals used for tuition reimbursement (e.g. September, February).
5. For twelve (12) month employees, salary guide credit will be adjusted two (2) times each year (July and January).
6. PDI credits will be offered on the following basis:
  - a. Three (3) one-hour sessions = one (1) PDIC
  - b. Six (6) one-hour sessions = two (2) PDICs
  - c. Nine (9) one-hour sessions = three (3) PDICs
7. Employees who present PDI courses (with specific PDI credits) shall be compensated at the same rates as stated in Article XV, Section C.3. of the Professional Employees' contract.
8. All PDICs earned prior to July 1, 2005 will be applied to the current contract.

## **ARTICLE XVI**

### **DEDUCTION FROM SALARY**

#### **A. Dues**

1. The Board agrees to deduct from the salaries of employees dues for the Edison Township Education Association, the Middlesex County Education Association, New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with existing laws and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Edison Township Education Association by the fifteenth (15th) of the month following the monthly period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorization for dues or other deductions may be received after August 1, under rules established by the State Department of Education.
4. An employee who wishes to withdraw from Association membership or to terminate deductions for other Associations' services and programs must notify the payroll department prior to December 1 or May 31. Withdrawal will be effective thirty (30) days after proper notification is filed.

**B. Representation Fee**

1. Prior to December 31 of each academic year, the Association may elect to assess all employees covered by this Agreement, who are not members of the Association, a representation fee for services rendered by the Association at the maximum level permitted by law. Such fee will be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

**ARTICLE XVII**

**MISCELLANEOUS PROVISIONS**

**A. Board Policy**

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.

**B. Separability**

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

**C. Compliance**

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

**D. Non-Discrimination**

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

**E. Printing**

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

**F. Notification**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail, fax, e-mail, or hand delivery as follows:

1. If by Association, to the Board and/or the Superintendent, at the offices of the Board Secretary.
2. If by Board, to the Association President and/or the First Vice President at the Association office.

**G. Strikes, Sanctions, Lockouts**

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

**H. No Reprisal**

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

**ARTICLE XVIII**

**DURATION**

**A. Duration Period**

This Agreement shall be effective from July 1, 2005 to June 30, 2008.

**B. Sidebar Agreements**

This contract has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this contract is null and void.

**C. Witness**

**IN WITNESS WHEREOF**, the parties hereto have caused these agreements to be signed by their duly authorized officers and their seals to be hereto affixed, this day of 19th day of December 2005.

**ATTEST:**

**FOR THE ASSOCIATION:**

**FOR THE BOARD:**

/s/ Myron J. Fouratt  
President

/s/ Barry F. Miller  
President

/s/ Shannon Reilly  
Secretary

/s/ Daniel P. Michaud  
Secretary

12/15/2005  
Date ratified by ETEA

12/19/2005  
Date ratified by EBOE

**ETEA Negotiating Team**

**BOE Negotiating Team**

Richard Adams  
Jeffrey Bowden  
Karen Daichman  
Myron Fouratt  
Claire Geis  
Barbara Koblentz  
Elaine Slicner  
Alexis Suriano

Barry F. Miller, Board Member  
William H. Van Pelt, Board Member  
David Dickinson, Board Member  
Carol Toth, Superintendent  
Dr. Maryann Banks, Asst. Supt.  
Daniel Michaud, Bus Administrator  
William Muzzio, Asst. Bus. Admin.

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### *Glossary of Terms/Acronyms*

AAA	American Arbitration Association
BOE	Board of Education
CBA	collective bargaining agreement
CCC	Curriculum Coordinating Committee
CCL	Core Content Leader
COBRA	Consolidated Omnibus Budget Reconciliation Act
CRT	Curriculum Resource Teacher
CST	Child Study Team
EBOE	Edison Board of Education
ESL	English as a Second Language
ESSA	Edison Special Services Association (refers collectively to guidance counselors, psychologists, learning disability teacher consultants, and social workers)
EPSA	Edison Principals and Supervisors Association
ETEA	Edison Township Education Association
HMO	health maintenance organization
I&RS	Intervention and Referral Services
LOA	leave of absence
LPDC	Local Professional Development Committee
LTS	Long-Term Substitute
MCEA	Middlesex County Education Association
N.J.A.C.	New Jersey Administrative Code
N.J.S.A.	New Jersey Statutes Annotated
NEA	National Education Association
NJDOE	New Jersey Department of Education
NJEA	New Jersey Education Association
PERC	Public Employment Relations Commission
PERS	Public Employees Retirement System
PDI	Professional Development Institute (Edison)
PIP	Professional Improvement Plan
PPO	preferred provider organization
PR&R	Professional Rights and Responsibilities Committee
TPAF	Teachers' Pension & Annuity Fund
TSDE	Teacher Self-Directed Evaluation