

AGREEMENT

Between the

EDISON TOWNSHIP BOARD OF EDUCATION

and the

EDISON PRINCIPALS AND SUPERVISORS ASSOCIATION

July 1, 2008 – JUNE 30, 2011

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PREAMBLE

This Agreement entered into this        day of        2008, by and between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board," and the Edison Principals and Supervisors Association, hereinafter called "the Association".

WITNESSETH WHEREAS, the Board and the Association recognize and declare that providing the finest possible education for the children of the school district is their mutual aim and that the character of such education is dependent in part upon the quality and morale of the Association's members, and

WHEREAS, the members of the Association are particularly qualified to advise in the formulation and implementation of policies and programs designed to improve educational standards, and

WHEREAS, the members of the Association shall faithfully devote themselves to their constant improvement in manner, morale, deportment, and by exemplary conduct, and

WHEREAS, the Board is required, pursuant to NJSA 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 Board and the Association have reached certain understandings, this Agreement witnesseth:

## **ARTICLE I**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel listed below, whether under contract at full or partial pay or on leave.
- B. Employees Covered by this Agreement: This Agreement shall apply to all principals, assistant principals, academic directors and academic supervisors under contract, excluding employees in all other categories.
- C. Unless otherwise indicated, the term, "members," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 34:13A-1 et seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Such negotiations shall begin in accordance with PERC rules. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association negotiating teams, and be submitted for ratification to the Board and the Association.
- B. Neither party in any negotiation shall have any control over the selection of the negotiation representative of the other party. The parties meeting pledge that their representatives be empowered to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, the representatives of the Association and the Board shall not be empowered to enter into a binding agreement without first obtaining the consent of their respective sides.
- C. The Board and the Association acknowledge that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective bargaining (e.g., wages, terms and conditions of employment, and grievance procedure). The Board and the Association have bargained in good faith with respect to these subjects and the understandings and agreements arrived at by the parties, after the exercise of that right, are set forth in this Agreement. Therefore, the employer and the Association for the term of this Agreement each agree that the other shall not be required to bargain with respect to any subject not specifically referred to or covered in this Agreement.
- D. This Contract has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this contract is null and void.
- E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it

shall be reduced to writing, and be signed by the Board and the Association.

F. Representatives

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration and/or amendment of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled whenever possible to take place when the members involved are free from assigned responsibilities unless otherwise agreed.

ARTICLE III

***GRIEVANCE PROCEDURE***

A. Definition

A "grievance" is to be defined as a complaint, dispute, or controversy arising on or after the execution date of this Agreement and arising solely between the Board and the Association or an employee covered by this Agreement involving questions regarding the interpretation or application of any of the express written provisions of the Agreement, or questions relating to terms and conditions of employment.

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 interpretation of this Agreement. Both parties agree that these proceedings will be kept informal and confidential.
2. Nothing herein contained shall be construed as limiting the right of any member 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 terms of this Agreement.

C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall 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 agreement. Failure to file/forward a grievance within the specified time limits shall terminate the grievance at that point. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

2. Level I

A grievance to be considered under this procedure must be initiated by a member(s) or the Association in writing with the member's immediate superior within thirty (30) calendar days from the time of occurrence. The written grievance shall specify the specific violation including sections

of this contract, the date of occurrence, the extent of the harm suffered, and the relief sought.

3. Level II

If the aggrieved person is not satisfied with the disposition of her/his grievance at Level I, he/she may file the grievance in writing within three (3) calendar days to the Association Grievance Committee. Within three (3) calendar days after receiving the written grievance, the committee may refer it to the Superintendent of Schools. The disposition of the unresolved grievance at Level I shall be submitted in writing to the committee and the Superintendent of Schools.

4. Level III

If the Grievance Committee is not satisfied with the disposition of a grievance at Level II or if no decision has been rendered within fourteen (14) calendar days after the grievance was delivered to the Superintendent, the Grievance Committee may request that the Superintendent refer the grievance to the Board of Education within fourteen (14) calendar days.

5. Level IV

a. If the grievance has not been resolved within fourteen (14) calendar days after such written notice from the Superintendent to the Board, the Grievance Committee may submit the grievance to the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the PERC.

b. The arbitrator's decision shall be in writing and shall set forth findings of factors, 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. With the exception of the subjects excluded from arbitration, it is the function of the arbitrator to interpret the contract, to make and issue decisions only regarding matters expressly submitted to be considered within the written term of the contract. The arbitrator shall not be empowered to change, add to, subtract from, or in any manner modify the written terms and conditions of this contract or change any existing wage rates. The decision of the arbitrator shall be final and binding on the parties.

c. The cost of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary traveling subsistence expense shall be borne equally by the Board and the Association.

D. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure individually or at her/his option by a representative elected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board, by any member of the central administration, by any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If in the judgment of the Grievance Committee a grievance affects a group of members in more than one location, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. A Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels II and III shall be in writing and made available to the parties in interest. It is expressly understood and agreed that, in addition to the exclusions from the provisions of the grievance and arbitration provisions contained elsewhere, the following are not subject to the grievance and arbitration provisions of this Agreement.

a. Any matter where the Board is without the expressed or implied authority to act or which may be prescribed by law;

b. Any questions concerning the discipline or discharge of a non-tenured member;

c. Any questions concerning the discharge of a tenured member except as may be provided for elsewhere in this Agreement;

d. Any questions concerning discipline or discharge of employees as a result of their having engaged in activities prohibited under the no-strike provisions of this Agreement.

3. Unless otherwise mutually agreed, 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. The expenses and remuneration of calling each party's witnesses shall be borne by the party calling the witnesses.

5. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.

ARTICLE IV

***RIGHTS OF THE PARTIES***

A. Pursuant to NJSA 34:13A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for

the purpose of engaging in collective negotiations.

B. 1. No member shall be reprimanded without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure within set forth.

2. Withholding of increments shall be accomplished in accordance with provisions of NJSA 18A:29-14. Non-renewal of non-tenured members shall be accomplished in accordance with provisions of NJAC 6:3-4.2.

C. Whenever any member 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 member in an office, position or employment, or the salary or any increments pertaining thereto, the member 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 and represent that member during such meeting or interview if the member so desires. Any suspension of a member pending charges shall be with pay.

D. The personal life of a member is not an appropriate concern for the attention of the Board except as it may directly affect the member's performance during the work day. For purposes of this Article, work day includes any time when a member is on duty.

E. Members shall be entitled to full rights of citizenship, and no religious or political activities of any member or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such member, providing such activities do not violate any local, state or federal law.

#### ARTICLE V

### ***ASSOCIATION RIGHTS AND PRIVILEGES***

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, and all other information that is a matter of public record.

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

C. Representatives of the Association who are employees of the Board shall be permitted to transact official Association business on school property at all reasonable times with official approval, provided that there is no interruption of the normal school program.

D. The Association shall have the right to use rooms in schools, school facilities and equipment, mail facilities, bulletin boards, etc., as it may reasonably require and when not otherwise required for school use, with the approval of the building principal. The Association shall pay the reasonable cost of consumable supplies used.

E. 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 its members and to no other organization.



F. The Association shall submit a proposed school calendar for the succeeding year to the Superintendent of Schools one month prior to the Superintendent's presentation of the proposed calendar to the Board. The Superintendent will meet with the Association to discuss its recommendations prior to submitting his/her recommendation to the Board.

G. The Association retains the right to assess all non-members covered by the Recognition Clause of this Agreement a fee equal to eighty-five percent (85%) of the Association's local annual dues for purposes of providing the protections and benefits of this Agreement.

ARTICLE VI

**EMPLOYMENT**

A. Any new member hired from outside the Edison Township Board of Education shall receive the following increments toward the full base salary for their position and 100% of their applicable degree level:

<u>1<sup>st</sup> Year</u> 95%	<u>2<sup>nd</sup> Year</u> 97%	<u>3<sup>rd</sup> Year</u> 100%
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Any new member hired from within the Edison Township Board of Education shall receive the following increments toward the full base salary for their position and 100% of their applicable degree level:

<u>1<sup>st</sup> year</u> 97%	<u>2<sup>nd</sup> year</u> 100%
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B. Members shall be paid on the last working day before the fifteenth (15th) of each month and the last working day before the end of the month.

C. When a payday falls on or during a school holiday, vacation, or weekend, members shall receive their paychecks on the last working day prior to the holiday.

D. All retroactive pay for members shall be issued in the form of separate checks, with deductions based upon the gross retroactive amount.

E. Credit for all sick leave earned in Edison will be granted to members returning to the district after being terminated due to a reduction in force unless said members choose to accept payment for unused sick days as allowed by Article X, Section A 5. No credit will be granted for sick leave accumulated outside the district. An employee with more than 15 years of service has the option of taking payment for unused sick days as allowed by Article X, Section A 5. If he/she does not take payment and does not return, he/she is still entitled to payment at any time thereafter upon request in writing.

ARTICLE VII

**ASSIGNMENT AND TRANSFERS**

All members shall be given written notice of their assignments for the forth-coming year not later than the June Board of Education meeting of each year. If later changes in assignment are necessary, members must be so informed prior to the start of the school year (emergencies excepted).

## ARTICLE VIII

### ***TRANSFERS, REASSIGNMENTS, AND POSTING***

A. By May 1 of each year the Superintendent shall make available to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. As vacancies occur during the school year, said notification and posting will be made.

B. A member who desires a change in assignment or who desires to transfer to another building may file a written statement of such desire with her/his immediate superior and the Superintendent at any time. Such statement shall include the assignments to which the member desires to be transferred in order of preference.

C. Promotional positions are positions paying a salary differential for increased responsibility according to the administrator/supervisor levels listed in Article XX. All vacancies in promotional positions shall be posted in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as is practicable and no less than fifteen (15) school days before the final date for submitting applications. A copy of said notice shall be made available to the Association at the time of the posting. Members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent's office within the time limit specified in the notice and acknowledgment shall be given to all such applicants.

2. Members who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names in writing to the Superintendent, together with the positions for which they desire to apply and an address where they can be reached during the summer. The Superintendent's office shall notify such members of any vacancy as far in advance as is practicable and not less than fourteen (14) days before the final date for submitting applications. A list of promotional positions 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.

D. 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.

E. A member being recommended for an involuntary transfer shall be so notified at a meeting with the Superintendent. The meeting shall occur prior to the May public board meeting. The Association President shall be notified of all involuntary transfers that will be made for the following school year. Exceptions to the above notification date will occur with a single involuntary transfer per each vacancy due to retirement, resignation, death or non-renewal of contract. Notification will be provided during a meeting with the Superintendent at least 45 calendar days prior to effective date of such transfer.

## ARTICLE IX

## **EVALUATION**

A. All members of the Association shall be formally evaluated in accordance with NJAC 6:3-4.1 or NJAC 6:3-4.3. The procedures used in conducting the evaluations shall be developed by the Superintendent in consultation with the Association and approved by the Board. Annual evaluations shall be based on each member's job performance during the current year of employment. All monitoring or observation of the work performance of a member shall be conducted openly and with the full knowledge of the member.

B. 1. A member shall have the right, upon request, to review personally the contents of her/his personal file in the presence of the Superintendent or the Superintendent's designated representative.

2. No material derogatory to a member's conduct, service, character, or personality shall be placed in her/his personal file unless the member has had an opportunity to review the material. At least once a year until tenure and every two (2) years thereafter, a member shall have the right to indicate those documents and/or other materials in the file which the member believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and at the discretion of the Superintendent they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. Any complaints regarding a member made to the administration by any teacher, parent, student, or other people which are used in any manner in evaluating a member shall be promptly investigated and called to the attention of the member. If a reprimand or disciplinary action results from the complaint, the member shall be given an opportunity to respond and/or rebut any such complaint, and shall be entitled to a meeting involving the member, the superior and a representative of the Association.

D. Tenured administrators and supervisors may elect to participate in the self-directed evaluation process by expressing such election to the evaluator through the professional improvement plan ("PIP"). Tenured administrators and supervisors shall not be denied participation unless the evaluator, in his/her sole discretion, determines that an unreasonable burden is placed upon him/her by the number of tenured administrators and supervisors electing self-directed evaluation. Tenured administrators and supervisors may return to the regular evaluation process at any time during the school year.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

A. Sick Leave

1. Members employed on a ten and one-half (10-1/2) month basis shall receive eleven (11) sick days per year. Members employed on a twelve (12) month basis shall receive twelve (12) sick days per year. All days of sick leave not utilized shall be accumulative (18A-30-3). Members hired after the start of the school year shall receive one (1) day of sick leave per month of employment. All sick leave days shall be credited on the first day of employment whether or not the member reports to work on that day.

2. An additional thirty (30) days beyond the total number of accrued sick leave days may be granted.

3. It shall be the obligation of the employee to certify that the absence resulted from personal illness (18A-30-4). Upon request, the employee shall present a physician's statement of illness to the Superintendent. Personnel who will be absent shall notify the Superintendent's office on or before the day of absence.

4. Members will be given a written accounting of accumulated sick leave days on their payroll check stubs.

5. Upon retirement from the teachers' pension and annuity fund, members who have completed ten (10) years of service in Edison will receive payment for unused sick days earned in the Edison School District. Upon leaving the district for any reason other than retirement, members who have completed fifteen (15) years of service in Edison will receive payment for unused 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 sixty-five dollars (\$65) per day, up to a maximum of fifteen thousand (\$15,000) dollars. Payment under this section will be made to the estate of any member who is either retirement eligible or who has completed fifteen (15) years of service and who dies prior to retirement. The payout for unused days can, at the discretion of the retiree or his/her estate, be paid out in one payment or over a three-year period in amounts determined by the member. Monies can be paid into an established retirement account or in the form of a check to the member in three equal installments.

#### B. Personal Leave

Personnel may be absent from school duties for three (3) days without loss of pay. Formal notification to immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in cases of emergency).

#### C. Unused Personal Days

Unused personal days (P days) shall be converted to family illness (FI) days and may be accumulated year to year. At the discretion of the member, unused family illness days may be converted to A days and added to the member's accumulated sick leave upon written notification.

#### D. Leaves Due to Death in the Family

1. Members 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, step-parent, spouse, child, step-child, sibling or step-sibling.

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

3. A bereavement leave of absence shall be taken commensurate to the time of death of the relative and it must begin prior to or on the day of internment of the relative, unless internment occurs during a school recess. Bereavement leave of absence must be taken on consecutive workdays, except when it is taken on non-consecutive workdays between death and internment of the relative. A bereavement leave of absence which is begun prior to a school recess shall not continue after the school recess. For this purpose, a school recess shall be defined as a period of at least one (1) week during which school is in recess. There is no allowance for bereavement leave if the employee is already out on unpaid leave.

#### 4. A Near Relative – Definition

A near relative shall be construed to mean an aunt, uncle, niece, nephew, first cousin or sibling-in-law (18A-30-7). Members may be absent from school duties without loss of pay for a period of one (1) day because of the death of a near relative. When a relative listed in this subsection passes away, the leave may be extended (4) days. At the discretion of the Superintendent, the member may extend this leave by using a compensation, vacation or personal day, if available; otherwise, the extension is without pay.

5. In the event of the death of a member, teacher, or student in Edison Township School System, the Superintendent or the Superintendent's designee shall grant to an appropriate number of members sufficient time off to attend the funeral.

E. Disability Leave

1. Leave For Temporary Disability – Tenured Employees

a. The Board shall grant an unpaid leave of absence on the basis of medical certification (statement from the employee's physician confirming the existence of the disabling condition) of up to one (1) year to any tenured employee who has exhausted her/his accumulated sick leave and who is temporarily unable to perform her/his duties because of disability resulting from illness, injury, pregnancy, or similar condition. Additional leave may be granted at the discretion of the Board.

b. 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. Unless a specific medical condition exists, the postpartum disability period for maternity shall not exceed sixty (60) days.

c. 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 he/she 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 this statement, the employee gives evidence of inability to perform his/her 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 substitute can be selected and scheduled.

d. For 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, 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.

e. An employee returning from disability leave shall file with the Superintendent or designee a certificate from her/his physician certifying her/his fitness to resume assigned duties.

f. 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 leave.

g. The Board of Education reserves the right to have employees examined by a physician of the Board's choosing at any time prior to granting, during, and upon request to return from a medical leave of absence. In the event that the Member's and the Board's physicians render conflicting opinions, a third opinion will be obtained by a mutually agreed upon physician.

2. Leave For Temporary Disability – Non-tenured Employees

The Board of Education shall grant leaves of absence for disability to non-tenured employees under the same terms and conditions as for tenured employees except that in no case may such leave extend beyond the expiration date of such employee's contract.

3. Infant Care Leave

a. The Board of Education shall grant to any tenured employee, female or male, unpaid leave of absence to provide necessary care for her/his 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 infant care leave shall not exceed one (1) year unless a one-year leave would expire during the last three (3) months of the school year, in which case the leave may be extended until June 30 of that school year.

Employees on infant care leave shall be entitled to no benefits while on such leave except as may be required by law. A member on infant care leave who wishes to continue health insurance coverages may purchase any or all available coverages by paying, to the Board of Education, the group premium rates which the Board of Education is charged.

b. Notice for the commencement of infant care leave shall be not less than sixty (60) days, shall be forwarded to the employee's immediate superior, and shall include the commencement and termination dates of said leave. Application for infant care leave may be included in the same request with application for disability leave for pregnancy.

F. Leave of Absence Due to Illness in the Family

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the member's immediate family which includes the member's 12-week allowance under the federal and/or state Family Leave Act. Additional leave may be granted at the discretion of the Board.

G. Military Leave

Time shall be granted to persons called into temporary active duty, or to any unit of the U. S. Reserves/National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Said time shall be in accordance with federal and state regulations. A member shall be paid his/her regular pay in addition to any pay which he/she receives from the state or federal government.

H. Other leaves of absence may be granted by the Board.

I. Upon return from leave the member shall be assigned to the same professional (certified) position, (not necessarily at the same location), which the member held prior to the leave, provided there has not been a reduction in force, however, the member does maintain his/her statutory bumping rights.

J. Leave Benefits

All benefits to which a member was entitled at the time her/his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to her/him upon her/his return.

K. Members on unpaid leaves of absence, in accordance with Sections D.3., E., and F. of this Article, shall be ineligible for the economic benefits provided by this Contract at Board expense.

ARTICLE XI

## **WORK YEAR**

- A. Members of the Association shall be off from work on all federal and religious holidays as established in the school calendar by the Board of Education.
- B. During the Christmas, mid-winter, and spring vacation periods, all members of the unit are expected to be available for work. This requirement shall not apply to Good Friday, Christmas Eve, and New Year's Eve.
- C. The work year for all High School and Middle School Principals and Academic Directors shall be from July 1 to June 30.
- D. For the 2008-09 school year, the work year for the Elementary Principals, High School Assistant Principals, Middle School Assistant Principals and Supervisors shall begin on the Monday that precedes the opening of the school year by two (2) full weeks and shall end on June 30<sup>th</sup>.  
Effective September 1, 2008, the Elementary Principals, High School Assistant Principals, Middle School Assist Principals and Supervisors will become twelve (12) month employees and begin to accrue vacation days for the 2008-09 school year up to a maximum of twenty (20) days. Thereafter, the work year shall be from July 1 through June 30, and vacation will accrue in accordance with Article XII, Section A.1.
- E. For the 2008-09 school year, ten and one-half (10-1/2) month members will be paid one two hundredth (1/200) of the member's annual salary for each full day that the member is required to work between July 1st and the start of the member's work-year.

## ARTICLE XII

### VACATIONS

- A. Members who are employed on a twelve (12) month basis are entitled to a one (1) month paid vacation (25 days). Vacation accrual for members shall be as follows:
1. Personnel hired and working during the period of July or August will earn one (1) full month's vacation (25 days) as of June 30 the following year.
  2. Personnel hired and working during the period of September through October 31 will earn four (4) weeks' vacation (20 days) as of June 30 the following year.
  3. Personnel hired and working during the period of November through December 31 will earn three (3) weeks' vacation (15 days) as of June 30 of the following year.
  4. Personnel hired and working during the period of January through February 28 will earn two (2) weeks' vacation (10 days) as of June 30.
  5. Personnel hired and working during the period of March through April 30 will earn one (1) week's vacation (5 days) as of June 30.
  6. Personnel hired and working during May and June will not accrue any vacation. Personnel who are not working as of June 30 will not earn vacation pay.
- B. The vacation period shall begin July 1 and end prior to the Monday that precedes the opening of the school year by two (2) full weeks. Exceptions for High School and Middle School Principals and Academic Directors may be approved by the Superintendent of Schools. A

maximum of five (5) unused vacation days may be used during the following academic year with the approval of the Superintendent of Schools.

Beginning with the summer of 2009, the vacation schedule for all EPSA members will be staggered to insure coverage throughout the year. Exceptions may be approved by the Superintendent of Schools.

C. Upon termination of vacation-eligible employment in the school district, or in the event of death while employed, a member or his/her estate shall be paid one two-hundred fortieth (1/240th) of her/his annual salary for each unused vacation day.

### ARTICLE XIII

## ***INSURANCE PROTECTION***

### A. Insurance Coverage

1. 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. The in-network co-payment per office visit will be forty (\$40) dollars. The in-network co-payment per emergency room visit will be fifty (\$50) dollars. For supplemental in-network benefits and for out-of-network benefits, the deductibles shall be four hundred (\$400) dollars single and eight hundred (\$800) dollars family, which will terminate upon implementation of the State Health Benefits Plan.

Effective September 1, 2008, or as soon as possible, the Board shall provide the State Health Benefits Direct 10 Plan or equivalent which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The benefit package as provided can be accessed at the state's website: [www.state.nj.us/treasury/pensions/shbp.htm](http://www.state.nj.us/treasury/pensions/shbp.htm). The network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website: [www.horizonblue.com/shbp](http://www.horizonblue.com/shbp).

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

a. Until the effective date of the State Health Benefits Plan, the catastrophic out-of-pocket amount for out-of-network and supplemental coverage will be twenty percent (20%) of four thousand dollars (\$4,000) single or eight thousand dollars (\$8,000) family. Catastrophic amounts are calculated on a calendar year basis. 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, benefit will increase to 100% of the reasonable and customary amount.

b. 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. No decrease in existing coverage will result from change in carriers.

### 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 (\$2,000) dollars. The deductible shall be fifty (\$50) dollars single and one hundred fifty (\$150) dollars per family.

b. The Board will offer a voluntary dental plan HMO with no deductible and no maximum, but



subject to applicable co-insurance amounts.

c. All employees who elect not to participate directly in the dental insurance coverage plan as outlined in Section A above shall receive two hundred (\$200) dollars annually at the end of each contract year of non-participation.

### 3. Prescription Plan

The Board shall provide single and family prescription plan with a deductible of fifty (\$50) dollars per person and a co-payment of twenty (\$20) dollars for generic drugs and forty (\$40) dollars for brand name prescriptions.

Effective August 1, 2008, or as soon as possible, the Board shall provide the State Health Benefits Direct 10 Prescription Plan or equivalent. The benefits and network information can be accessed at the websites listed above.

### 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. Effective July 1, 2008, the annual premiums for health and prescription coverage will be based on four categories: single, husband/wife (legally united by marriage certificate or certified civil union), parent/child (single parent with child(ren)), and family.

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

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

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

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

9. A copy of the master policy from the health care provider shall be provided to the Association.

10. Voluntary medical HMO's may be made available by the Board.

#### ARTICLE XIV

##### MEMBER GRADUATE STUDIES

###### A. Tuition Reimbursement

Tuition reimbursement shall be limited to two thousand dollars (\$2,000.00) per year for the life of this contract. NOTE: In order for a course to be reimbursed, the request for reimbursement must arrive at the Personnel Office no later than June 30 of the school year in which the course is taken. A submission for reimbursement received after June 30 will not be honored and, therefore, forfeited. If a transcript cannot be obtained by June 30, a dated letter from the instructor on official stationery including course number, course title and grade will be temporarily accepted in lieu of the transcript.

###### 1. Courses Taken On-Campus

Salary guide credit for graduate courses will be granted provided the institution is approved for graduate work by the state education authority of the state in which it is located.

###### 2. Extension Courses

Salary guide credit for graduate courses will be granted only if the institution conducting the course is approved by a regional accrediting association.

###### 3. Doctoral Degrees

Salary guide credit for doctoral degrees will be granted only if the institution granting the degree is accredited by a regional accrediting association (e.g., Middle States Association, New England Association, etc.). Approval by a state educational authority will not suffice in this case.

###### 4. In-Service Courses

Salary guide credit will be granted only with prior approval of the Superintendent for "in-service" courses offered by non-degree granting groups and/or institutions outside the Edison School System. Courses sponsored by the Board will carry salary guide credit as indicated in the announcement of such courses.

#### ARTICLE XV

##### SABBATICAL LEAVE

A. Sabbatical leaves may be approved by the Board of Education and shall not exceed budget allocation. To be considered for sabbatical leave, a member must meet one of the following criteria:

1. Be fully matriculated in a doctoral or specialist degree program at an accredited college or university;

2. Be enrolled and accepted in a special program which the Board determines, in its sole discretion, will be in the best interest of the school district;

3. Have completed five (5) years of service in the district and have a minimum of three (3) years in current position. The Board may, in its sole discretion, reduce this requirement.
- B. Sabbatical leave shall be for one (1) full academic year at the rate of seventy-five percent (75%) of annual salary one would have received had he/she remained in the district.
- C. The member shall return to her/his position in the Edison School District for not less than two (2) years following the completion of the sabbatical or refund the sabbatical leave pay on a pro rata basis.
- D. Upon return from sabbatical leave, a member shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system.
- E. All health benefits and pension membership shall continue without interruption.
- F. Application for sabbatical leave shall be forwarded to the Superintendent's office on or before March 1. The Superintendent will submit recommendations for approval to the Board at its April meeting. Acceptance of the sabbatical by the member shall occur in writing prior to May 1. These deadlines may be extended.
- G. Members on sabbatical leave shall be eligible for tuition payment for graduate courses, in accordance with existing policy, during the year of the sabbatical.

## ***ARTICLE XVI***

### ***DEDUCTION FROM SALARY***

- A. Each of the professional associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.
- C. The filing of notice of a member's withdrawal shall be prior to December 1 and shall become effective to halt deductions as of January 1 next succeeding the date on which the notice of withdrawal is filed.
- D. The Board agrees to deduct from the salaries of its members dues for professional associations or any combination of associations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Member authorization shall be in writing on the form provided by the personnel office.

## **ARTICLE XVII**

## **MISCELLANEOUS PROVISIONS**

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

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

C. 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 members or in the application of administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile or Association affiliation.

D. Copies of this Agreement shall be reproduced within a reasonable time after the Agreement is signed and presented to all members.

E. 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 at the following addresses:

1. If by the Association to the Board:  
Edison Township Board of Education  
312 Pierson Avenue  
Edison, New Jersey 08837
2. If by the Board to the Association:  
President and Vice President, at their schools.

### **Strikes, Sanctions, Lockouts**

1. The Association affirms that for the duration of this Agreement it will resolve all disputes with the Board in a peaceful and lawful manner, availing itself of the procedure for the peaceful resolution of disputes as provided for in Chapters 303 and 123.

2. The Association agrees that, in the event of a work stoppage or any illegal activity, all members of the Association shall perform the duties necessary to insure the effective operation of the school district as determined by the Board of Education and the Superintendent of Schools. In the event that any employee covered by this Agreement participates in such activities in violation of this provision, the Association will notify those persons to cease such activities and return to their duties.

### **Mileage**

Those members who may be required to use their own automobiles in the performance of their duties, as directed by the Superintendent, shall be reimbursed at the current Internal Revenue Service rate. Principals and Assistant Principals shall be capped at three hundred dollars (\$300) annually.

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

ARTICLE XVIII

**PROFESSIONAL DEVELOPMENT FUND**

All members will annually have access to the following Professional Development fund:

<u>2008-09</u>	<u>2009-10</u>	<u>2010-2011</u>
\$1,000	\$1,000	\$1,000

1. These monies may be used for professional conferences and workshops. Professional memberships and publications may be eligible if approved by the Superintendent or his/her designee in advance.
2. No dues of any kind are allowed.
3. If release time is needed, the existing procedure for release time is to be used.
4. If monies are not expended, they will not be carried over to the following year.

**ARTICLE XIX**

FINANCIAL PROVISIONS

**A. BASE SALARY**

<u>POSITION</u>	<u>2008-09</u>	<u>2009-2010</u>	<u>2010-2011</u>
High School Principal	130,845	133,462	136,131
Middle School Principal	122,022	124,462	126,951
Academic Director	119,475	121,865	124,302
Elementary Principal	112,721	117,475	119,825
High School Assistant Principal	110,276	114,982	117,282
Middle School Assistant Principal	107,829	112,486	114,736
Supervisor	102,642	107,195	109,339

**B. DEGREE DIFFERENTIALS**

This section applies to all members holding administrative/supervisory positions in the Edison Township Public Schools and shall be paid annually in accordance with the following provision:

7/1/2008-6/30/2011

<u>MA</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>Ph.D.</u>
0	2,109	4,218	6,368	8,519	10,169

- C. Members shall receive an experience stipend based on the number of years of service as a member of this Association. Each incremental increase will be effective upon the completion of the member's years in the Association as indicated and will be implemented on the 1<sup>st</sup> day of the month on or following the member's anniversary date. (i.e., Date of hire-May 1<sup>st</sup> – implement May 1; Date of hire-May 2<sup>nd</sup> – implement June 1<sup>st</sup>.) The

experience stipends are not cumulative and will be applied on the member's base salary and degree differential.

Experience Stipend at completion of:	<u>5 yrs.</u> 2%	<u>8 yrs.</u> 3%	<u>11 yrs.</u> 4%	<u>14 yrs.</u> 5%	<u>17 yrs.</u> 6%
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D. For the 2008 summer school program, the Summer School Administrator for grades 6-12 will be compensated through a stipend of ten thousand (\$10,000.00) dollars.

ARTICLE XX

***DURATION***

A. This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011.

B. This Agreement is entered into this \_\_\_\_\_ day of June, 2008.

FOR THE EDISON TOWNSHIP  
BOARD OF EDUCATION:

FOR THE EDISON PRINCIPALS  
AND SUPERVISORS ASSOCIATION:

BY: \_\_\_\_\_  
DAVID J. DICKINSON, President

BY: \_\_\_\_\_  
VINCENT CIRAULO, President

BY: \_\_\_\_\_  
DANIEL P. MICHAUD, Secretary

BY: \_\_\_\_\_  
PATRICIA COTOIA, Secretary

BY: \_\_\_\_\_  
DANIEL DONNELLY, Chairperson  
Negotiations Committee



