

March 31, 1994

AGREEMENT  
between the  
EDISON TOWNSHIP BOARD OF EDUCATION  
and  
EDISON PRINCIPALS AND SUPERVISORS ASSOCIATION

July 1, 1993 - June 30, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble.....	1
I	Recognition.....	1
II	Negotiations of Successor Agreement.....	2
III	Grievance Procedure.....	3
IV	Rights of the Parties.....	6
V	Association Rights and Privileges.....	7
VI	Employment.....	8
VII	Assignment and Transfers.....	8
VIII	Transfers, Reassignments, and Posting.....	8
IX	Evaluation.....	10
X	Leaves of Absence.....	10
XI	Work Year.....	14
XII	Vacations.....	15
XIII	Insurance Protection.....	16
XIV	Member Graduate Studies.....	18
XV	Sabbatical Leave.....	19
XVI	Deduction From Salary.....	20
XVII	Miscellaneous Provisions.....	20
XVIII	Professional Conferences.....	22
XIX	Assignment and Transfers.....	22
XX	Financial Provisions.....	23
XXI	Duration.....	26

PREAMBLE

This Agreement entered into this eleventh day of March 1994, 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, vice principals, academic directors, athletic director, department heads, and 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 Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay, and other conditions of employment, either oral or written, heretofore or now existing between the parties.
- E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties it shall be reduced to writing, and be signed by the Board and the Association.
- 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 American Arbitration Association. The parties shall then be bound by the rules and procedures of the AAA.
- 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 expense, 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 nontenured 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. Nonrenewal of nontenured 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 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. 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.
- B. 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.
- C. The Board and the Association will continue the present bond program.
- D. Members may individually elect to have ten percent (10%) of their monthly salary deducted from their pay for summer savings.
- E. All retroactive pay for members shall be issued in the form of separate checks, with deductions based upon the gross retroactive amount.
- F. Credit for up to ten (10) years of sick leave (twelve (12) days per year) will be granted to members returning to the district after being terminated due to a reduction in force.

## 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. Preference will be given to those within the system.
- C. Promotional positions are positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. 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 to the Superintendent, together with the position(s) 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 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 only in the event of unanticipated vacancies.

## ARTICLE IX

### EVALUATION

- A. All members of the Association shall be formally evaluated in accordance with NJAC 6:2-4.1 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 the job description and shall be limited to each member's 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 person 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.

## ARTICLE X

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Members employed on a ten (10) month basis shall receive ten (10) sick days per year. 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 not later than October 31 of each school year.
5. Upon retirement, members will receive full payment for unused sick days earned in the Edison School District. Also, upon leaving the district 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 forty dollars (\$40) per day. 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.

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). Unused personal days (P days) shall be converted to sick days (A days) and added to the member's accumulated sick leave.

C. 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, spouse, child, or 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, or parent-in-law.

3. A Near Relative - Definition

A near relative shall be construed to mean an aunt, uncle, niece, nephew (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 resided in a member's household, the leave may be extended for a period not to exceed four (4) days.

4. 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.

D. 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 aware of the pending condition and shall submit to the Superintendent or designee a statement from a physician of her/his continuing fitness to perform her/his assigned duties. If at any time after filing this 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 substitute can be selected and scheduled.

- d. Employees on unpaid leave for temporary disability shall continue to receive all health care benefits to which they were entitled prior to the commencement of the leave but shall receive no other benefits except as provided in Paragraph I of this Article.
- 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.

2. Leave For Temporary Disability - Nontenured Employees

The Board of Education shall grant leaves of absence for disability to nontenured employees under the same terms and conditions as for 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.

E. 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. Additional leave may be granted at the discretion of the Board.

F. Military Leave

Time necessary for persons called into temporary active duty, not to exceed thirty (30) days, or any unit of the U.S. Reserves/National Guard, provided such obligation cannot be fulfilled on days when school is not in session. A member shall be paid her/his regular pay in addition to any pay which he/she receives from the state or federal government.

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

H. Upon return from leave the member shall be assigned to the same professional (certified) position which the member held prior to the leave.

I. 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.

J. Members on unpaid leaves of absence, in accordance with Sections D.3., E., and G. 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, Easter Monday, Christmas Eve, and New Year's Eve.

C. The work year for all High and Middle School Principals, and Academic Directors shall be from July 1 to June 30.



- D. The work year for the Elementary Principals, High School Assistant Principals, Middle School Assistant Principal 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 30th.
- E. The work year for ten (10) month Athletic Directors and High School Department Heads will be September 1 through June 30.
- F. Both ten (10) and 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 (23 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 (23 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 last full work week before the opening of school. Individual exceptions may be approved by the Superintendent of Schools. All vacation schedules must be approved by immediate superior.

- 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 comprehensive health benefits program including a hospitalization, medical-surgical, and major-medical insurance for eligible employees. The Board will not change insurance carriers without first discussing the proposed change with the Association. No decrease in existing coverage will result from change in carriers. Major-medical coverage shall include a one-million dollar (\$1,000,000) lifetime maximum with an automatic restoration feature.
  - a. A second opinion at Board expense shall be required for the following elective surgical procedures:
    - Reconstruction of the hip.
    - Removal of the gall bladder.
    - Surgery of the big toe to correct deformity (including bunion).
    - Removal of the uterus.
    - Removal of the vertebral arch (back/spine).
    - Removal of cartilage of the knee.
    - Bone surgery of the foot.
    - Removal of all or part of the knee cap.
    - Surgical reconstruction of the nose (including submucous resections).
    - Removal of tonsils and/or adenoids.
    - Prostectomy (removal of prostate).
    - Coronary by-pass.
  - b. The second opinion should be by a surgeon certified by the Medical Board. This condition of obtaining a second opinion does not apply to emergency surgery.
  - c. Effective January 1, 1995 the major medical deductible shall be two hundred dollars (\$200) single and four hundred dollars (\$400) family plan per year.
2. The Board shall provide a Dental Insurance Program equal to Plan #1: Connecticut General's Usual and Customary Rate Program which shall include 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 twenty-five dollars (\$25.00) per single plan per year and seventy-five dollars (\$75.00) per family plan per year on all dental services except class I diagnostic and preventive services.

3. The Board shall also provide a full family prescription plan, three dollars (3.00) deductible per prescription. There will continue to be no deductible for generic prescriptions.
4. The Board shall provide to employees employed after December 1, 1990 single only insurance coverage outlined in Section A., subsection 1. above. Upon request, the Board shall provide to said employees fifty percent (50%) of the premiums for family insurance coverage for the insurance coverage outlined in Section A., subsection 1. above. In addition, said employees shall have the right to purchase at group rates the insurance listed in subsections 2. and 3. above. Upon the completion of a total of three (3) years of employment in the Edison Township School District including approved leaves of absence, the Board shall provide to said employees all insurance coverage as outlined in Section A, subsection 1., 2. and 3. above.

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

1. Family Coverage: An employee who has dependents shall be eligible for full family coverage except as modified by Section A. above.
2. Single Coverage: Any unmarried person, divorced person, separatee, 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 (\$2000.00) 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.

- C. Members who retire after the completion of twenty-five (25) or more years of service in the district shall continue to receive medical insurance benefits (i.e., hospitalization,

medical/surgical, and major medical coverage) at Board expense for a period of three (3) years or until age sixty-five (65), whichever occurs sooner, only in the event similar coverage is not otherwise provided for said retiree.

#### ARTICLE XIV

##### MEMBER GRADUATE STUDIES

###### A. Tuition Reimbursement

Each member, upon submission of an invoice, a college bill and a transcript indicating satisfactory completion of graduate studies in areas related to the field of education, will, each year, be granted tuition reimbursement for a maximum of twelve (12) credits annually based on the per credit cost as established by the New Jersey State Colleges. Payments will be made not later than December 31 following each contract year.

1. Members hired on or after July 1, 1986, will be reimbursed for graduate study in accordance with the provisions of this Article only when the course work is in the member's field of specialization/certification.

###### B. Salary Guide Credit

###### 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 the New Jersey Department of Higher Education.

###### 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 recommendation(s) 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, 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 provision(s) of this Agreement, either party shall do so by telegram, certified mail, or hand delivery at the following addresses:
1. If by the Association to the Board:  
  
Edison Township Board of Education  
100 Municipal Boulevard  
Edison, New Jersey 08817
  2. If by the Board to the Association:  
  
President and Vice President, at their schools.
- F. 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 employe 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.
- G. Mileage
- Those members who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the current Internal Revenue Service rate.
- 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 CONFERENCES

- A. Each school year the Superintendent shall recommend to the Board the number of members who should attend either or both state or national conferences. The Superintendent shall also recommend which administrators will be designated to attend.
- B. Members who are selected to attend out-of-state meetings, conferences, conventions, etc., shall be reimbursed for:
  - 1. Transportation
  - 2. Housing
  - 3. Meals at thirty-five dollars (\$35.00) per day, maximum
  - 4. Registration fees.
- C. Members who are selected to attend meetings, conferences, conventions, etc., in New Jersey shall be reimbursed for:
  - 1. Transportation
  - 2. Meals at thirty-five dollars (\$35.00) per day, maximum
  - 3. Registration fees.
- D. If possible, the Board shall make a reasonable effort to allocate funds in the budget to finance all or part of the provisions pertaining to national and state conventions.

## ARTICLE XIX

### ASSIGNMENT AND TRANSFERS

- A. The teaching load of high school department heads shall be determined by the number of teachers assigned to their department according to the following schedule:
  - 1. Academic Subjects (Business, English, Social Studies, Foreign Language, Mathematics, Science)

<u># of teachers in department</u>	<u># of teaching sections</u>
11 or fewer	3
12 or more	2



2. Nonacademic Subjects (Art, Music, Home Economics, Related Arts, Health and Physical Education)

<u># of teachers in department</u>	<u># of teaching sections</u>
5 or fewer	5
6 through 10	4
11 through 15	3
16 or more	2

Note: Any fraction of a teaching position shall be counted as a complete teaching position. (Teachers assigned to two (2) or more buildings--majority assignment to determine department head who will prepare evaluation.)

- B. The daily schedule of high school department heads shall be free of homeroom and all other nonteaching duties.
- C. High school department heads shall be given written notice of their assignments for the forthcoming 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 XX

FINANCIAL PROVISIONS

A. BASE SALARY

<u>POSITION</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
High School Principal	89,954	94,227	98,482
Middle School Principal	83,518	87,485	91,435
Academic Director	81,661	85,540	89,403
Elementary Principal	76,735	80,380	84,010
High School Vice Principal	74,951	78,511	82,057
Middle School Vice Principal	73,166	76,641	80,103
Supervisor	71,382	74,773	78,149
Athletic Director	68,669	71,931	75,179
Department Head	65,582	68,697	72,132

B. DEGREE DIFFERENTIALS

This section only applies to employees holding administrative positions in the Edison Public Schools prior to April 1, 1994.

	<u>MA</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>PhD</u>
93-94	\$ 0	\$1534	\$3067	\$4631	\$6196	\$7397
94-95	0	1607	3213	4851	6490	7748
95-96	0	1687	3374	5094	6815	8135

C. LONGEVITY

This section only applies to employees holding administrative positions in the Edison Public Schools prior to April 1, 1994.

Completed Years of Service in Edison	MA	M+15	M+30	1993 - 1994		M+60	PhD
				M+45			
12	291	299	307	314	322	328	
13	583	598	613	629	645	657	
14	871	897	920	943	967	985	
15	1165	1196	1227	1258	1289	1313	
16	1456	1495	1533	1572	1611	1641	
17	1748	1794	1840	1887	1934	1970	
18	2039	2093	2146	2201	2256	2298	
19	2330	2392	2453	2516	2578	2626	
20	2913	2990	3066	3145	3223	3283	
21	3204	3289	3373	3459	3545	3611	
22	3496	3588	3680	3773	3867	3939	
23	3789	3887	3986	4088	4190	4268	
24	4078	4186	4293	4402	4512	4596	

1994 - 1995

12	305	313	321	329	338	344
13	610	626	642	659	675	688
14	915	940	964	988	1013	1032
15	1221	1253	1285	1318	1350	1376
16	1526	1566	1606	1647	1688	1719
17	1831	1879	1927	1976	2026	2063
18	2136	2192	2248	2306	2363	2407
19	2441	2505	2570	2635	2701	2751
20	3051	3132	3212	3294	3376	3439
21	3357	3445	3533	3623	3713	3783
22	3662	3788	3854	3953	4051	4127
23	3967	4071	4176	4282	4389	4470
24	4272	4384	4497	4611	4726	4814

Completed Years of Service in Edison	MA	M+15	1995 - 1996		M+60	PhD
			M+30	M+45		
12	320	329	337	346	354	361
13	641	658	675	692	709	722
14	961	986	1012	1038	1063	1083
15	1282	1315	1349	1383	1418	1444
16	1602	1644	1686	1729	1772	1805
17	1922	1973	2024	2075	2127	2166
18	2243	2302	2361	2421	2481	2528
19	2563	2631	2698	2767	2836	2889
20	3204	3288	3373	3459	3545	3611
21	3524	3617	3710	3805	3899	3972
22	3845	3946	4047	4150	4254	4333
23	4165	4275	4384	4496	4608	4694
24	4486	4604	4722	4842	4963	5055
25	4806	4933	5059	5188	5317	5416

D. Salary Determination, In-district Personnel

This section applies only to in-district personnel who were promoted to administrative positions prior to April 1, 1994. When these administrators have either acquired tenure or left the administrative position, Section D. shall be inoperative. With the exception of the employees specified herein, Article XX, Section B.1.a. of the 1991-93 Agreement is deleted.

1. The employee's total salary (base + degree differential + longevity) for the new contract year shall be calculated as if he/she were remaining in their present position.
2. The total salary shall then be increased by an amount equal to one-half (1-2) the difference between the employee's salary (as determined in #1, above) and their new position's full guide salary. The following year the member's salary shall be recalculated according to Step 1, then increased by three-fourths the difference between that salary and the full guide salary.
3. Personnel promoted to twelve (12) month positions after the start of the contract year shall have their annual salary determined as above and then prorated on the basis of a twelve (12) month work year. If the prorating of a salary should cause the employee's annual salary (during the entire contract year) to be less than the annual salary for the position from which he/she was promoted, then the employee shall be entitled to the larger annual salary.
4. Upon being granted tenure, the employee shall receive his/her full guide salary.

E. Appointments from Outside Edison

This section only applies to personnel appointed to administrative positions prior to April 1, 1994. When these administrators have either acquired tenure or left the administrative position, Section E. shall be inoperative. With the exception of employees specified herein Article XX, Section B.1.b. of the 1991-93 Agreement is deleted.

Newly-employed personnel shall be hired at a salary equal to ninety percent (90%) of their full guide salary (base salary + training level). However, initial contract shall not exceed salary of any individual in the same position with comparable training. Salary increase for second year shall be fifty percent (50%) of difference between first year salary and on-guide salary. Salary increase for third year shall be seventy-five percent (75%) of difference between second year salary and on-guide salary. Full adjustment to salary guide when tenure is awarded.

ARTICLE XXI

DURATION

- A. This Agreement shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1996.
- B. This Agreement is entered into the 14<sup>th</sup> day of March, 1994.

FOR THE EDISON TOWNSHIP  
BOARD OF EDUCATION:

BY [Signature]  
BY [Signature]

FOR THE EDISON PRINCIPALS ASSOCIATION  
AND  
THE EDISON SUPERVISORS ASSOCIATION:

BY John A. R. Muzo  
BY Mary M. Reese  
BY Ross Capaccio  
BY [Signature]

MEMORANDUM OF AGREEMENT

1. The Board and EP/SA negotiating teams agree to recommend the following to their respective sides for ratification.
2. The following is subject to ratification.
3. All provisions of the 1991-93 contract that are not modified herein will be included in the successor contract.
4. The following contract articles are modified as shown:

Article V. F. to read

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 recommendation to the Board.

Add to Article V.

- 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.

Delete A. of Article VI.

Re-letter B, C., D., E., F., G. as A., B., C., D., E., F.

Article VIII., E., line 2, delete or Deputy Superintendent.

Article X, A. Sick Leave - replace section with

1. Members employed on a ten (10) month basis shall receive ten (10) sick days per year. 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.

Article XX, Section B.1.a. shall remain in effect for in-district personnel who were promoted to administrative positions prior to April 1, 1994. When these administrators have either acquired tenure or left the administrative position, Section B.1.a. shall be inoperative. With the exception of the employees specified above, Section B.1.a. is deleted.

Article XX, Section B.1.b. is deleted.

5. Salary increase shall be distributed in accordance with the mutually agreed scattergram for the duration of the Agreement.
6. Total salary increases for the three year period of this Agreement shall be \$542,000.
7. Employees in administrative positions prior to April 1, 1994 shall, for the duration of their administrative employment in the district, be paid on the current system of BASE SALARY, degree differential and longevity differentials. The degree differentials and longevity differentials shall be equal in dollar value to the degree differentials and longevity differentials granted to teachers.
8. Employees hired into administrative positions on or after April 1, 1994 will only be paid BASE SALARY.
9. An exception to the provisions of Section 8. above will be made if the vacant High School Vice Principal position is filled by an in-district teacher in which case the provisions of Section 7. above shall apply.

10. The Agreement shall be effective from July 1, 1993 to  
June 30, 1996.

For the Board:

Raymond Cassetta

For the EP/SA

John A. DeMuzio

Date:

3/14/94