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AGREEMENT

between

EDISON TOWNSHIP BOARD OF EDUCATION

and

EDISON PRINCIPALS ASSOCIATION

July 1, 1979 - June 30, 1981

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PREAMBLE

This agreement entered into this first day of July, 1979, 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 Association, hereinafter called "the Association", representing Edison Principals Association, Edison Special Services Association, and Edison Supervisors Association. (NOTE: As of the effective date of this contract, July 1, 1979, the Board of Education has pending before the Public Employees Relations Commission, a petition for clarification of this unit. Should the Board petition be granted, recognition of this unit will be adjusted to reflect the PERC decision, but all contract language will remain in effect as included herein, except that it will be applied to each individual unit as authorized by PERC.)

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 Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, 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 the collective negotiations concerning the terms and conditions of employment for all Principals, Vice Principals, Supervisors, Psychologists, Learning Consultants, Social Workers, Guidance Counselors and Cooperative Education Coordinators, represented by the Association whether on leave, or a per diem basis, employed or to be employed by the Board of Education.
- B. Unless otherwise indicated, the term "member", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.
- C. "Member groups" are herein defined as Edison Principals Association, Edison Special Services Association and Edison Supervisors Association.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, in a good faith effort to meet agreement on all matters concerning the terms and conditions of member's employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the district which the Association requests for the purpose of collective negotiations. The Board shall make available to the Association preliminary budget proposals for the next fiscal year.

- C. Neither party, in any negotiation, shall have any control over the selection of the negotiation representatives 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 shall not be empowered to enter into a binding agreement with the Board without first obtaining the consent of the members of the Association in accordance with the by-laws of the Association.
- D. 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.
- E. 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.
- 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 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.
4. Should a mutually acceptable amendment to this agreement be negotiated by the parties it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

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 expressed written provisions of this agreement, or questions relating to terms and conditions of employment.
- B. Purpose: The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Procedure:
 1. A grievance to be considered under this procedure must be initiated in writing to the Superintendent of Schools or President of the member group within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 2. A grievance to be considered under this procedure can be initiated collectively by all three member groups of this Association or by a member group acting independently.

3. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board if not appealed to the next higher step or to arbitration within the time limits set forth herein. Time limits may be extended by mutual agreement.
4. Level I - A member who has a grievance shall first discuss it with his/her immediate superior either directly or through the Association's designated representative with the objective of resolving the matter informally.
5. Level II - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, he or she may file the grievance in writing within three days to the member group's committee responsible for grievances. Within three days after receiving the written grievance, the committee shall 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.
6. Level III
 - a. If the aggrieved person or the member group involved is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, they may request that the Superintendent refer the grievance to the Board.

Grievances may be initiated by the Board at Level III, by filing the grievance, in writing, with the President of the member group involved. The Superintendent of Schools and the President of the member group shall meet within three (3) days from the date of the notice in an attempt to resolve the grievance. If the grievance is not resolved within ten (10) days of such meeting it shall be referred to arbitration as provided for in the following section (b).

- b. If the grievance has not been resolved within ten (10) school days after such written notice from the Superintendent to the Board, the Board and the member group's grievance committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitrations Association by either party. The parties shall then be bound by the rules and the procedures of the AAA in the selection of an arbitrator.
 - c. The arbitrator's decision shall be in writing and shall set forth findings of facts, 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 terms 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.
 - d. 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.
7. Fair Hearing Procedure - Non-tenured members
- a. All action involving the renewal of contract, withholding of salary increase or the suspension of a non-tenured member shall be subject to

- a FAIR HEARING PROCEDURE. All cases involving the discharge of a tenured member may be submitted to the Commissioner of Education for determination pursuant to the Educational Law Title 18 of the New Jersey Statutes.
- b. Membership - The Board and the Association agree to establish a Fair Hearing Committee consisting of six (6) members; three (3) Board members appointed by the Board and three (3) Association members appointed by the President of the member group.
- c. Responsibility - The Fair Hearing Committee shall hold hearings pursuant to Section B of this article.
- d. Procedures
- 1) A dispute involving the interpretations of Article IV, Section B, as it applies to withholding salary increases, suspension or termination of employment of Association members shall be processed initially under Article III, Paragraph C, Grievance Procedure, Section 5, Level II waiving the preceding steps of the grievance procedure. A grievance to be covered under this procedure must be initiated in writing fifteen (15) calendar days from the date of the letter notifying the member of the Superintendent's action.
 - 2) Should the grievance remain unresolved the grievance may be pursued at the option of the grievant and/or the member group under the following procedure:

Level III of the grievance procedure shall be waived. The Superintendent shall not refer the grievance to the Board of Education. The Superintendent and/or other parties of interest shall not refer or discuss the Superintendent's action or any matter pertaining thereto until or unless this Fair Hearing Procedure is involved.
 - a) The grievant and/or the member group may refer the grievance to the Fair Hearing Committee within ten (10) calendar days after

receipt of a written decision of the Superintendent. Said referral shall be a written notice submitted to the Superintendent.

- b) Within ten (10) calendar days after receipt of the request for the Fair Hearing Committee to convene, the Board of Education and the member group President shall appoint their members to the Committee.
 - c) Within ten (10) calendar days after appointment, the Committee shall hold hearings and render its decision in writing without delay, but in no event later than twenty (20) calendar days after briefs on the issue have been submitted to the Committee. An extension of this time limitation may be mutually agreed upon by the parties.
- 3) Decision of the Committee
- a) The decision of a majority of the members of the Committee shall be necessary to overrule the decision of the Superintendent.
 - b) All motions and objections made by either party shall be sustained only by a majority of the members of the Committee.
 - c) The Fair Hearing Committee's final decision shall be limited to the specific issue presented.
 - d) The Committee's final decision shall either be to uphold or reverse the action under consideration.
 - e) Any resolution of the grievance by and between the member group and the Board prior to the decision of the Committee shall be binding upon all parties.
 - f) All meetings and hearings shall be conducted in private and shall include only such parties in interest as may be appropriate for a fair hearing. Unless otherwise mutually agreed to, all

hearings under this procedure shall be held at some appropriate conference room in Edison Township at Board expense.

- g) The final decision of the Committee shall not disclose the individual votes of the Committee members, and all Committee members shall be prohibited from making any individual voting results public.
- h) All parties to this proceeding shall be granted the requirements of procedural due process.
- i) The grievant and the Board may each select a spokesperson, but neither party may be represented by legal counsel.

D. Rights of Members to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure individually or at his or her option by a representative elected or approved by the member group. When a member is not represented by the member group, the member group 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 or by any member of the administration against any party in interest, 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, 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 parties calling the witnesses.

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 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.

ARTICLE IV

MEMBER RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in their employment of any rights conferred by Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. No member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or be denied renewal of contract without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure within set forth. All disputes regarding the dismissal or nonrenewal of the contract of a non-tenure member shall be subject only to the Fair Dismissal Procedure set forth in Article III, Paragraph C-7.
- 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.

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 and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon the approval of the principal and the Superintendent.
- E. The Association shall have the right to use school facilities and equipment at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- G. 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.

- H. The Association shall submit a proposed school calendar for the succeeding year to the Superintendent of Schools by April 1 of each year. The Superintendent will meet with the Association to discuss these recommendations prior to submitting the calendar for Board approval.

ARTICLE VI

EMPLOYMENT

- A. The length of employment (ten- or twelve-month basis) of present staff positions shall not be changed without the consent of the parties. Any additional staff positions may be on a ten- or twelve-month basis.
- B. Members presently employed shall receive notification of their contract renewal by April 30 of each year.
- C. Credit up to ten (10) years (twelve (12) days per year) for accumulated sick leave will be granted to members who are returning to or transferring into the district if they were employed in the preceding year.
- D. 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.
- E. When a pay day falls on or during a school holiday, vacation, or weekend, members shall receive their pay checks on the last working day prior to the holiday.
- F. The Board and the Association will continue the present bond program.
- G. Members may individually elect to have ten percent (10%) of their monthly salary deducted from their pay for summer savings.

ARTICLE VII

ASSIGNMENT

- A. All members 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).

- B. Those members who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the standard rate of 14.5 cents per mile during the 1979-80 school year; 15.5 cents per mile during the 1980-81 school year.

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

- A. By April 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 shall file a written statement of such desire with his immediate superior and the Superintendent not later than March 1. Such statement shall include the assignment to which the member desires to be transferred in order of preference. Preference will be given to those within the system.
- C. Determination of transfers, both voluntary and involuntary, will be made after the best interests of the member and the school system are taken into consideration.

ARTICLE IX

PROMOTIONS AND VACANCIES

- A. Promotional positions are defined as follows:
Such positions are positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions including those programs funded by the federal government shall be adequately publicized 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, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) days before such date. 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 acknowledgement 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, ordinarily at least twenty-one (21) days before the final date that the applications must be submitted, and in no event less than fourteen (14) days before such date. 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.

- B. Qualifications for the position, its duties and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Association.
- C. All qualified members shall be given adequate opportunity to make applications, and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In such vacancies, preference shall be given to qualified members already employed by the Board, if it is in the best interest of the school district. Announcements of appointments shall be made by posting a list in the central administrative office and in each school building and a list made available to the Association.

- D. The final determination as to the filling of vacancies and promotions shall remain in the discretion of the Board of Education and the Superintendent of Schools.

ARTICLE X

SPECIAL PROGRAMS

A. Openings for Positions

All openings for positions in the adult school, summer school, Saturday enrichment courses and other programs shall be publicized in accordance with the procedure as set forth in this agreement. Summer openings shall be publicized not later than the preceding May 1st and adult school openings not later than September 15th. Members applying for adult school positions shall be notified of the action taken not later than October 15. Saturday enrichment course openings shall be publicized by November 1.

B. Filling of Positions

In filling such positions, consideration shall be given to a member's area of competence, major and/or minor field of study, attendance record and length of service in the district. When all other factors are substantially equal, preference shall be given to members with experience in the school district.

- C. The Board shall make available to the Association a list of all state and federal programs applicable to this school district, along with a list of positions needed to implement these programs.

ARTICLE XI

EVALUATION

- A. All members of the Association shall be formally evaluated. The procedure used in conducting the evaluation shall be developed in cooperation with and agreement with the Association and approved by the Administration.
1. A member shall have the right, upon request, to review personally the contents of his or her 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 his or her personal file unless member has had an opportunity to review the material. At least once a year, until tenure, and every two 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 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 designee and attached to the file copy.
- B. 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. The member shall be given an opportunity to respond and/or rebut any such complaint. If a reprimand or disciplinary action results from the complaint, the member has the right to be informed of the name of the complainant.

ARTICLE XII

LEAVES OF ABSENCE

A. Sick Leave Definition:

Sick leave is defined as absence from duty because of personal illness or quarantine for communicable diseases.

1. Members shall be allowed twelve (12) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be accumulative.
2. An additional thirty (30) days beyond the total number of accrued sick days shall be granted with deductions from the employee's pay for the cost of a substitute (18A-30-6).

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 sufficiently early in 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 payment for 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 sick days accumulated in Edison. Payment for unused accumulated sick leave will be for 100% of eligible days at the rate of fifteen dollars (\$15) per day, multiplied by the member's appropriate ratio.

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 days before taking such leave (except in cases of emergency). Unused personal days (P days) may 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. Immediate Family - Definition: Immediate family is construed to mean: parents, spouse, child, sister, brother, grandparents, in-laws. Members may be absent from school without loss of pay for a period not to exceed four (4) days.
2. A Near Relative - Definition: A near relative shall be construed to mean an uncle, aunt, 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.

3. In the event of the death of a member, teacher or student in the 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 of up to one year to any tenured employee who is temporarily unable to perform his/her duties because of disability resulting from illness, injury, pregnancy or similiar 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 post-partum 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 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 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 J of this article.
 - e. At the option of the employee, any or all of the employee's accumulated sick leave may be used in connection with the disability, in which case unpaid disability leave shall not commence until after such sick leave has been applied.
 - f. An employee returning from disability leave shall file with the Superintendent or designee a certificate from his/her physician certifying his/her fitness to resume assigned duties.
 - g. Should the situation requiring disability leave change, e.g., if surgery is postponed, or a pregnancy results in miscarriage or still-birth, the Superintendent may authorize early termination of leave.
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, male or female, an unpaid leave of absence to provide necessary care for his/her infant child, natural or adopted, who is no more than six 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 not be 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. Scholarship and Teaching Leave

- 1. A leave of absence without pay of up to two (2) years shall be granted to any member who is the recipient of a full-time scholarship.
- 2. A member on tenure shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

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

G. Military Leaves

Time necessary for persons called into temporary active duty, not to exceed thirty (30) days, of any unit of the U. S. Reserves/National Guard provided such obligations cannot be fulfilled on days when school is not in session. 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. Leave Benefits

All benefits to which a member was entitled at the time a leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored upon return and the member shall be assigned to the same position which the member held at the time the leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE XIII

SABBATICAL LEAVES

- A. Sabbatical leaves may be approved by the Board of Education and shall not exceed budget allocation. To be considered for a 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 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 his or her 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 or she would have achieved had he or 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 of Education 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 sabbaticals shall be eligible for tuition payment for graduate courses in accordance with existing policy during the year of the sabbatical.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall provide a comprehensive health benefits program including hospitalization, medical-surgical, and major medical insurance for eligible members of the Association. The Board will not change insurance carriers without first discussing the proposed change with the Association. No decrease in existing benefits will result from change in carriers. Major medical coverage shall include a \$1,000,000 lifetime maximum with an automatic restoration feature. The Board will provide full family dental coverage with no deductible. Coverage shall include prosthodontic, periodontic and orthodontic features. The Board shall also provide a full family prescription plan, one dollar (\$1) deductible per prescription.

Members may choose the Rutgers Community Health Plan in lieu of Board-provided hospitalization, medical-surgical, and major medical insurance.

- B. Policy on Hospitalization Coverage for Employees: 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, separatee, widow or widower who does not support a family with dependents shall be eligible for single coverage.

3. Eligibility

- a. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
 - b. An employee shall notify the Board of Education, without delay, when eligibility ceases.
- C. The Board shall reimburse members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a member while the member was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XV

PERSONAL AND ACADEMIC FREEDOM

- A. 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.
- B. 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.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Edison Township School District and know there is a fundamental need to protect personnel from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

ARTICLE XVI

MEMBER GRADUATE STUDIES

Each member, upon submission of an invoice, a college bill and a transcript indicating satisfactory completion of graduate studies (in areas related to field of

education), will each year be granted tuition reimbursement for a maximum of twelve (12) credits based on the per credit cost as established by the New Jersey State Colleges annually. Payments will be made until December 31 following each contract year. Tuition reimbursement will be made up to and including BA + 45 credits. To qualify for further reimbursement, a master's degree is required.

- A. Courses Taken on Campus: 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.
- B. Extension Courses: Credit for graduate courses will be granted only if the institution conducting the course is approved by the New Jersey Department of Higher Education.
- C. 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 alone will not suffice in this case.
- D. In-service Courses: With respect to "in-service" courses offered by non-degree granting groups and/or institutions outside the Edison school system, salary guide credit will not be granted unless prior approval is granted by the Edison school system. Courses sponsored by the Edison Township Board of Education will carry increment credit as indicated in the announcement of such courses. (This regulation shall apply primarily to publishers, professional associations, etc., which sponsor workshops or meetings, either individually or as a series, and "evaluate" these activities as being worth a specified number of in-service credits.)

ARTICLE XVII

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 authorizations 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 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. Members authorization shall be in writing in the form provided by the Personnel Office.

ARTICLE XVIII

VACATION

- A. Members who are employed on a twelve-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 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.

ARTICLE XIX

HOLIDAYS

- 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, members of the unit on a twelve-month contract are expected to be available for work. This requirement shall not apply to Good Friday, Easter Monday, Christmas Eve, and New Year's Eve.

The administrative procedures for the implementation of this requirement shall be developed by a six (6)-member committee. Three (3) members of this committee shall be appointed by the Board and three (3) members shall be appointed by the Association. The recommendations of this committee shall be submitted by

December 1, 1979 and approved by the Board and by the Association by December 15, 1979. Paragraph B of the 1974-79 contract shall apply until administrative procedures are approved by the Board and the Association.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board Policy for term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. Any future longevity increments and/or bonuses or any additional monetary benefits accorded the ETEA, or any teacher, shall also be payable to the members of the Association not in the same amount payable to teachers but in an increased amount by the same ratio applicable to the salary guide.
- C. The Board agrees that, during the life of this agreement, any health and/or educational benefits granted to members of the Edison Township Education Association shall be granted also to members of this Association.
- D. If any provision of this agreement or any application of this agreement to any members or group of members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except for the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. 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.
- F. 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 or administration of the agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or Association affiliation.

- G. Copies of this agreement shall be reproduced within a reasonable time after the agreement is signed and presented to all members now employed, hereafter employed, or considered for employment by the Board.
- H. 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 address:
 - 1. If by the Association to the Board: Edison Township Board of Education, 380 Old Post Road, Edison, NJ 08817.
 - 2. If by the Board to the Association: President and Vice President at their schools.
- I. The duration of this agreement shall be from July 1, 1979 to June 30, 1981.

RATIO PERSONNEL SALARY GUIDE

Ratio will be established in relation to the degree level of the annual teachers' salary guide. Salary guide provisions shall be as follows:

1979-80 and 1980-81

	<u>Twelve-Month</u>	<u>Ten-Month</u>
Senior High Principals -----	1.62	
Junior High Principals -----	1.47	
Elementary Principals		
600 Plus -----	1.40	
501-600 -----	1.39	
401-500 -----	1.38	
400 or less -----	1.37	
Vice Principals		
Senior High -----	1.32	
Junior High -----	1.30	
Supervisors -----	1.26	1.16
Psychologists -----	1.25	1.15
Head Counselors		
Senior High -----	1.24	
Junior High -----	1.23	
Counselors, Work-Study } Coordinators, LDTC, } School Social Workers }	----- 1.20	1.10

1. Work year for ten-month employees will be September 1 through June 30. During the time schools are open, workdays will be those established by the school calendar.
2. Ratios for Elementary Principals will be based on pupil enrollment as of September 30 each year and salary adjustments made retroactive to September 1 for a twelve-month period.
3. Maximum credit for prior teaching and related experience and military service will be given. Members with prior experience in Edison Township will be given full credit for previous experience.

4. A twelve-month ratio member with six (6) months or more, but less than a full year of twelve months prior service, will receive a half increment. No credit will be granted for less than six months of service.
5. A ten-month ratio member with five (5) months or more, but less than a full year of ten (10) months of prior service, will receive a half increment. No credit will be granted for less than five months of service.
6. A maximum of four (4) years credit will be granted for military service.
7. All tenured members will receive an additional increment equal to the tenure increment granted teachers.
8. Longevity increments shall be granted as follows: \$150.00 after fifteen (15) years; \$200.00 after twenty (20) years; and \$250.00 after twenty-five (25) years of service multiplied by their ratio.
9. Remuneration will be granted to all members who have accumulated graduate credits in multiples of five (5), ten (10), fifteen (15), twenty (20) and twenty-five (25). Differentials will be granted for a Masters or Masters Equivalency (Bachelors + 30), Masters + 30 (sixth level) and Masters + 60 (seventh level). Placement on the Doctoral Guide will be granted when the doctorate is awarded. Transcripts of credits must be submitted to the Superintendent's office for remuneration. There shall be no further graduate credit beyond MA + 15 until the master's degree is earned.

