

***AGREEMENT***

***BETWEEN***

***THE PHILLIPSBURG BOARD OF EDUCATION***

***AND***

***PHILLIPSBURG EDUCATION ASSOCIATION, INC.  
(PARA PROFESSIONAL UNIT)***

***JULY 1, 2004 - JUNE 30, 2007***

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**ARTICLE I**

***RECOGNITION***

A. The Board hereby recognizes the paraprofessionals of the Phillipsburg Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all aides, under contract, as herein included: Classroom Aides, Library Aides, Compensatory Education Aides, Special Service Aides, Health Room Aides, and all other aides employed as auxiliary personnel to certificated instructional personnel; but excluding: Lunchroom Aides.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this contract shall refer to the personnel represented by the Association in the negotiating unit as defined above. Any reference by pronoun contained herein shall be of the form "he/she", "him/her", etc.

**ARTICLE II**

***NEGOTIATION OF A SUCCESSOR AGREEMENT***

A. Consistent with Chapter 123, P.L. of N.J. 1975, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this contract except those items that are determined to be management prerogative.

B. The Board agrees to enter into negotiations with the Association over a successor agreement. The Association agrees to present to the Board its proposals for the successor agreement. Any agreement shall apply to all members of the negotiations' unit, shall be reduced to writing, and shall be submitted to the Association and the Board for review. The Board and the Association retain the right to ratify or reject the tentative agreement reached by their representatives. Upon ratification, the agreement shall be signed by both parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place at a time consistent with PERC regulations. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon reasonable request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

**Definition:**

A. A "Grievance" shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the employee or group of employees. A grievance to be considered under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(4) Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

(5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance

**C. Level One**

The grievant shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

## **Level Two**

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, the grievant may set forth a grievance in writing to the principal (or immediate superior or department head, if applicable) on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and the written grievance must be signed by an Association official before submission.

The principal (or immediate superior or department head, if applicable) within three (3) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal (or immediate superior or department head, if applicable) within six (6) working days subsequent to this review meeting.

## **Level Three**

The grievant, no later than five (5) working days after receipt of the principal's (or immediate superior or department head, if applicable) decision, may appeal the Director of Security's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal (or immediate superior or department head, if applicable) as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal (or immediate superior or department head, if applicable).

## **Level Four**

If the Grievance is not resolved to the grievant's satisfaction, no later than five (5) working days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitratable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law of the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

### **Level Five**

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The grievant, in order to process the grievance beyond Level Four must have his/her request for such action accompanied by the written recommendation for such action by the Association.

### **Level Six**

1. In the event the grievance is not resolved at Level Four, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, the Association and the Board, or the Board and the Association only, if the Association is the only grievant, may mutually agree to file a written demand for “non-binding mediation under contract” with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the Level Four answer was received or should have been received.

2. A copy of the request for “non-binding mediation under contract” shall be mutually filed with the Board Secretary and the Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.

3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.

4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.

5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible any subsequent legal or arbitrable proceeding.

6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator’s delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

## **Level 7**

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

With respect to those matters the parties have not agreed to refer to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which remain unresolved, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, within fourteen (14) calendar days from the date the Level Four answer was received or should have been received., the Association only may use the following procedure to secure the services of an arbitrator.

### **Procedure for Securing the Services of an Arbitrator**

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- (5) The costs for the services of the arbitrator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.

D. **Miscellaneous**

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

E. **Costs**

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

**ARTICLE IV**

***EMPLOYEE RIGHTS AND PRIVILEGES***

A. Pursuant to Chapter 123, Public Laws 1975, 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 and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her 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 employee shall be disciplined or have his/her compensation reduced without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall, at the option of the employee be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before an administrator, the Superintendent or Board concerning matters which, in the opinion of the Administrator involved, could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.



D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**ARTICLE V**

**ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Association and its representatives may apply to use a school building at all reasonable hours for meeting pursuant to Board policy. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations. Permission of the Superintendent and/or designees shall be required.

B. The Association shall have the right to use school facilities and equipment, including computers, typewriters, Xerox machines, calculating machines, and all types of audio-visual equipment at 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. No equipment shall be removed from the school building without approval of the building principal. The Association shall pay for any damage incurred, loss or theft of borrowed property. Permission of the building principal or designee is required.

C. Whenever any representative of the Association or employee participates during working hours in mutually scheduled negotiations or grievance proceedings, they shall suffer no loss of pay.

D. The Association shall have the right to use, in a reasonable manner, the inter-school mail facilities and school mail boxes as it deems necessary with prior approval of the building administrator or other members of the administration. Such permission shall not be withheld unreasonably.

E. The Board agrees to furnish to the Association, by September 1, a current roster of the employees governed by this contract, including the employee's assignment and home address.

**ARTICLE VI**

**WORK YEAR AND WORK DAY**

A. The work year shall consist of 180 student days plus three "work" days for staff development. The staff development "days" may fall in half-day or full-day increments, or any combination thereof, when students are not present, with the total school year not to exceed 183 days. The total staff development time will not exceed 3 full "work" days (1.5 full days) for part-time, and 3 full "work" days (3 full days) for full-time employees.

- B. Holidays and vacations shall be the same as on the student calendar.
- C. The work day shall consist of the following hours:
1. Pre-K/Elementary Schools and Middle School
    - 7 hours with a duty free lunch coinciding with that of the teachers.
    - Daily hours to coincide with that of the building teachers
  2. High School
    - 7 hours with a duty free lunch equivalent to and coinciding with teacher lunch.
  3. There shall be a daily scheduled twenty (20) minute break time and a ten (10) minute break time for part-time employees.

**ARTICLE VII**

**ASSIGNED DUTIES**

- A. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
- B. In the event that an employee covered by this agreement be requested or required to perform clerk/secretarial duties for an absent district employee, for a period of 45 minutes or longer, he/she shall be compensated at the substitute rate for clerks/secretaries, provided that rate exceeds his/her hourly rate as defined by this agreement.
- C. In the event that an employee covered by this agreement is currently on the approved list of substitute teachers, that employee shall be utilized as the substitute teacher in the event of the absence of his/her immediate co-worker. Said employee shall then receive the approved daily rate for a substitute, provided that such rate exceeds his/her daily rate as defined by this agreement.
- D. In the event that an employee is assigned to an out of district site, said employee shall be reimbursed for travel at the IRS rate for the lesser of the two distances; Board Office to site or home to site.
- E. In the event that an employee is assigned to more than one building, travel between the buildings will be reimbursed at the IRS rate.

**ARTICLE VIII*****REDUCTION IN FORCE***

A. In the event of a reduction in force, reductions shall be made according to seniority, provided that the employee has received a satisfactory rating.

**ARTICLE IX*****TRANSFERS AND RE-ASSIGNMENTS***

A. All transfers and re-assignments are the prerogative of the management. Except in the event that the employee is unavailable or an emergency situation occurs, an involuntary transfer or re-assignment shall be made only after a meeting between the employee involved and the Building Principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or re-assignment at this meeting, upon request of the employee the Superintendent shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting. All effort shall be made to notify the employees governed by this agreement as to their assignments for the coming school year at the earliest possible time.

B. Once all employees who had formerly been reduced from full to part-time have been offered a full-time assignment shall be filled by an open-bidding process. All unit members may bid on such openings. All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days. A copy of said notice shall be given to the Association at the time of posting. The job award will be posted within five (5) working days after being acted upon by the Board of Education at a place convenient to the Assistant Superintendent's office. It is understood that if there is no work available, the job award will be made to the successful bidder, but the employee will not be transferred to the new job until work is available. Management will advise the Association if there will be a delay in the transfer. In addition to seniority, the employee's ability to perform the posted job and qualifications for performance will be considered in making the award. In instances where ability would be relatively equal, seniority will govern. Ability will be determined by the Board or its duly authorized representatives. In the event of any disagreement, then the matter will be referred to the Superintendent of Schools and his decision shall be final. A successful bidder or employee awarded a job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months. After a job has been awarded to a successful bidder, he or she has to fulfill a probationary period of six (6) months during which time the Board or its authorized representative may re-assign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

C. Any employee who desires a change in assignment or building may file a written statement of such desire with the Superintendent no later than March 15. Such statement shall include the grade and/or subject and/or building to which the employee wishes to be transferred, in order of preference. The final decision pertaining to assignment shall rest with the Superintendent. Upon reaching a decision, the Superintendent shall notify all employees involved.

## ARTICLE X

### **SALARIES AND EMPLOYMENT STATUS**

A. No later than the first Board Meeting in June, employees shall be notified of their employment status for the following year. Employees shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.

**B. Method of Payment:**

1. Ten (10) Month

Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

Each employee may have the option of participating in the First Commonwealth Federal Credit Union or IRCO and to have monthly deductions made from his/her pay.

3. Exceptions

When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

4. Final Pay

Each employee shall receive his final pay and, if known, the pay schedule for the following year on the last working day in June.

C. All employees shall be compensated according to schedule.

D. Employees who work beyond a forty (40) hour work week will be compensated at the rate of 1.5 per hour.

F. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of the 1980-81 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Any employee employed on or after February 1 of any school year shall be given full credit of 1/2 year of service toward the next increment step for the following year.

G. **Longevity**

In each year of this Agreement, employees having completed the required number of years of service in their position shall have the applicable longevity payment, specified below, added to their base salary. Part-time employees shall have their applicable entitlement calculated by multiplying the applicable payment the employees' full-time employee (FTE%) percentage. Thus, in the first year of this Agreement, a 60% employee having commenced her 21<sup>st</sup> year as a paraprofessional would be entitled to have \$120 added to her base salary (calculated as \$200 x .60 = \$120).

<b>YEARS OF SERVICE</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
<b>After 15 Years of Service</b>	\$100	\$200	\$300
<b>After 20 Years of Service</b>	\$200	\$400	\$500
<b>After 25 Years of Service</b>	\$300	\$600	\$700
<b>After 30 Years of Service</b>	\$400	\$800	\$900

**ARTICLE XI**

**SICK LEAVE**

A. **Accumulative**

1. As of September 1, 1980, all employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. As of September 1, 1993, all part-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

**B. Notification of Accumulation**

Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

**C. Pay for Sick Leave**

After eighteen (18) years in the district, employees who retire to collect a pension under P.E.R.S. within one year shall be paid one-half their daily pay for up to sixty (60) accumulated days (i.e. a maximum payment of thirty (30) days pay) and quarter pay (1/4) for the next thirty (30) days of unused accumulated sick leave (i.e. an additional maximum of 7.5 days pay). The total available is 37.5 days.

**D. Physician's Certification**

The employee shall certify to the Board, in writing, the nature of his illness upon return to duty in all cases. Sick leave for more than three (3) consecutive days may require the employee to present, in addition to his or her certification as to the illness, the certification of his or her physician

**ARTICLE XII**

**TEMPORARY LEAVES**

A. Employees shall be entitled to two (2) Personal Days with full pay without specifying the reasons. All unused Personal Days will accumulate as sick days.

B. All leaves of absence referred to in this section are subject to the following conditions:

(1) At least twenty-four (24) hours notice shall be given by the employee in requesting a personal day through his/her immediate superior. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10 month employees and 1/260 of the annual salary for 12 month employees.

(2) Personal Days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.

(3) The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.

C. In the event of a death in the immediate family, an allowance up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, stepparents, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, or any member of the teacher's immediate household.

D. Extensions to any temporary leaves of absence referred to in Sections A & B as outlined above may be amended at the discretion of the Superintendent of Schools.

E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

F. Emergency Days -- Each employee will receive two (2) days of leave in each school year for the purpose of caring for an ill spouse, companion, child, parent or member of their immediate household or attending to other emergencies. (Day equals length of individual work day.)

### **ARTICLE XIII**

#### ***EXTENDED LEAVE OF ABSENCE***

A. A maternity/child care leave of absence for one (1) year will be granted and the terms will be consistent with Federal and State Family Leave Act.

B. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

C. Employees shall be entitled to the use of sick and family leave consistent with Federal and State Statutes.

### **ARTICLE XIV**

#### ***INSURANCE PROTECTION***

A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for professional employees.

- 1) Hospitalization benefits
- 2) Surgical benefits
- 3) Medical benefits
- 4) Diagnostic benefits
- 5) Major Medical benefits
- 6) Family Prescription Plan
- 7) Dental benefits
- 8) Vision

B. A Dental Program shall be provided by the Board for one party coverage at the rate of (as increased) per month per employee from July 1, 1998 to June 30, 2001. Benefits are:

- a) 100% of preventive and diagnostic services
- b) 50% / 50% of remaining basic services
- c) 50% / 50% of prosthodontic benefits

*Based upon a usual, customary/and reasonable fee schedule.*

C. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

D. Retired employees shall be provided the opportunity to purchase the above Section A and B benefits as part of the group contract provided there shall be no increase in the insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association. This benefit shall remain in effect as long as the same provisions are part of the contract for the certificated staff (teachers).

## ARTICLE XV

### **DEDUCTIONS FROM SALARY**

#### **Association Payroll dues deduction:**

1. The Board agrees to deduct from the salaries of its employees dues for the Phillipsburg Education Association, the Warren County Education Association, the New Jersey Education Association, the National Education Association, or any one combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

2. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to



the treasurer of the Phillipsburg Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

3. The Association named above shall certify to the Board Secretary/School Business Administrator, in writing, the current rate of its membership dues on/before August 1st yearly.

4. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

5. The filing of notice of an aide's withdrawal shall be at least one month prior to the effective date of halting deductions which may be either January 1 or July 1.

**B. Representation Fee**

1. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the

Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

## ARTICLE XVI

<b>MISCELLANEOUS</b>
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A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.

C. 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.

D. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

**ARTICLE XVII**

***DURATION OF AGREEMENT***

**A. Duration Period:**

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**PHILLIPSBURG EDUCATION ASSOCIATION, INC.  
(PARA PROFESSIONAL UNIT)**

**PHILLIPSBURG BOARD OF EDUCATION**

**BY** \_\_\_\_\_  
**PRESIDENT**

\_\_\_\_\_  
**PRESIDENT**

**BY** \_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**SECRETARY**

**DATE** \_\_\_\_\_

**PARA PROFESSIONAL ASSOCIATION****SALARY GUIDE "A"**

Step	2004-05	Step	2005-06	Step	2006-07
1	17,009	1	17,301	1	17,656
2	17,259	2	17,551	2	17,906
3	18,077	3	18,369	3	18,724
4	18,277	4	18,569	4	18,924
5	18,562	5	18,854	5	19,209
6	18,842	6	19,134	6	19,489
7	19,162	7	19,454	7	19,809
8	19,522	8	19,814	8	20,169
9	19,922	9	20,214	9	20,569
10	20,477	10	20,739	10	21,094
11	21,122	11	21,414	11	21,769
12	22,413	12	22,705	12	23,060
13	23,040	13	23,332	13	23,687
14	23,421	14	23,713	14	24,068
15	23,672	15	23,964	15	24,319
		16	24,215	16	24,570

**SALARY GUIDE "B"**

Step	2004-05	Step	2005-06	Step	2006-07
1	15,255	1	15,525	1	15,903
2	15,505	2	15,775	2	16,153
3	16,323	3	16,593	3	16,971
4	16,523	4	16,793	4	17,171
5	16,808	5	17,078	5	17,456
6	17,088	6	17,358	6	17,736
7	17,408	7	17,678	7	18,056
8	17,768	8	18,038	8	18,416
9	18,168	9	18,438	9	18,816
10	18,693	10	18,963	10	19,341
11	19,368	11	19,638	11	20,016
12	20,659	12	20,929	12	21,307
13	21,286	13	21,554	13	21,934
14	21,662	14	21,932	14	22,310
15	21,913	15	22,183	15	22,561
		16	22,583	16	22,961

- A. **Part-Time Employees** -- All part-time employees shall be compensated on the basis of their “full-time equivalency” (FTE).

Full-Time Equivalency (FTE) shall be defined as follows:  $FTE = (\text{part-time hours per week}) \div 30$  rounded to 4 decimal places

As a point of clarification, a part-time employee who works 19 hours per week shall have a FTE = 0.6333. Said employee shall then receive 0.6333 times the annual full-time salary for her appropriate step, paid in twenty (20) equal installments, September through June.

B. **Placement on Salary Guides**

- 1) Full-time employees, defined as employees working a full day for five (5) days in a regular work week, will be placed on Salary Guide “A”.
- 2) Part-time employees working a full day, but working less than five (5) days in a regular work week will be placed on Salary Guide “A”.
- 3) Part-time employees working a less than full day who work one (1) to five (5) days in a regular work week will be placed on Salary Guide “B”.

