

AGREEMENT

between the

JAMESBURG BOARD OF EDUCATION

and the

JAMESBURG OFFICE PERSONNEL ASSOCIATION

July 1, 2004 to June 30, 2007

Preamble

The Agreement entered into this _____ day of _____ 20__ by and between the JAMESBURG BOARD OF EDUCATION, hereinafter called the "Board," and the JAMESBURG OFFICE PERSONNEL ASSOCIATION, hereinafter called the "Association."

Witnesseth:

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A-1 et seq. to negotiate with respect to the terms and conditions of employment; and

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

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

Article I - Recognition

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and part-time regularly employed Administrative Assistants, Secretaries and Clerical personnel whether under contract, on leave, employed or to be employed by the Board, but excluding:
 - a. Supervisory and Administrative Executive Personnel
 - b. Custodians
 - c. Employees
 - d. Directors
 - e. Principals
 - f. Vice Principals
 - g. Confidential employees
 - h. Casual employees
 - i. Technician
2. Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.
3. References to males shall include females, and references to females shall include males.

Article II - Negotiation of Successor Agreement

1. The Board shall not effect any change in policy concerning terms and conditions of employment without honoring its bargaining obligation pursuant to N.J.S.A. 34:13A-5.1 et seq.

2. In accordance with Chapter 123, Public law 1974, the parties agree to enter into negotiation concerning a successor agreement in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall take place according to law.
3. During negotiations and the processing of grievances, each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion.
4. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in related conferences or meetings, they will suffer no loss in pay. This shall not apply to bargaining sessions or arbitration hearings.
5. 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.
6. For the duration of this Agreement, unless otherwise permitted by N.J.S.A. 34:13A-5.1 et seq., the Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association.

Article III - Grievance Procedure

Definition

A grievance is defined as an alleged violation of a specific section or specific section of this Agreement. A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of the occurrence or event leading to the grievance.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept informal and confidential within the Board and Association.

Procedure

Level One – Principal

Grievances shall be signed by the grievant(s) and submitted to the principal or immediate supervisor on the form provided in Appendix "D" of this Agreement. The "Statement of Grievance" shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the specific articles and sections of this Agreement alleged to be violated, shall state the contention of the employee(s) and of the Association with respect to these provisions, and shall indicate the specific relief requested. Within five (5) school days after receiving the grievance, the principal and/or immediate supervisor shall hold a hearing and within two (2) school days of the hearing communicate his/her answer in writing to the grievant.

Level Two – Superintendent

If the grievance is not resolved at Level One, the grievant may, within five (5) school days of receipt of the principal's answer, submit the grievance as submitted at Level One to the Superintendent. Within seven (7) school days of receipt of the grievance, the Superintendent shall hold a hearing and within two (2) school days of the hearing shall give the grievant an answer in writing with reasons.

Level Three – Board

Within five (5) school days after receiving the decision of the Superintendent an appeal from the decision may be made to the Board. The appeal shall be in writing and accompanied by a copy of the grievance form submitted at Levels One and Two. No later than thirty (30) calendar days after receiving the appeal, the Board or a committee of the Board shall hold a hearing on the grievance at a special meeting. Within ten (10) school days after the hearing or thirty (30) calendar days after the receipt of the grievance if no hearing is held, the Board shall communicate its decision in writing to the grievant. The grievant may not present any material, allegation, or remedy that was not presented in Level Two.

Level Four – Arbitration

Within fifteen (15) calendar days after receipt of the decision of the Board the Association may submit the grievance to arbitration under and in accordance with the Rules of the Public Employment Relations Commission.

Powers of the Arbitrator

1. It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
2. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
3. He shall have no power to establish salary structures.

4. He shall have no power to rule on any of the following:
 - (a) Any matter for which a method or review is prescribed by N.J.S.A. 18A or N.J.A.C. 6 or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - (b) A complaint of a non-tenured employee which arises by reason of not being re-employed.
5. He shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board concerning any such practice, policy, rule, or any action taken thereunder.
6. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned in this Agreement.
7. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
9. The arbitrator shall be empowered to hear grievances involving alleged violation, application or interpretation of specific sections or specific articles of this Contract. The decision of the arbitrator shall be binding.
10. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Appearances and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings may be conducted during non-school hours, unless there is a mutual agreement for other arrangements.
2. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.

3. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association, or by a representative selected or approved by the Association.
4. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
5. The Board and the Association shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
7. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one building, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such a grievance through all levels of the grievance procedure.

Time Limits

1. Time limits provided in the Agreement may be extended by mutual agreement when signed by the parties.
2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one level to the next within the time limits of that level shall be deemed terminated by the answer at the previous level.

4. Any grievance which has not been processed prior to the completion of the school year will continue open and will follow the outlined levels during the summer months with school days becoming business office workdays. Saturdays, Sundays, and holidays during the summer vacation period will not be counted as school days.

Employees' Legal Rights

1. Nothing contained within this grievance procedure shall deny to any employee his rights under State and Federal Constitution Laws.
2. No non-tenured employee may use the grievance procedure in any way to appeal a discharge or a decision by the Board not to renew his contract.
3. All documents, records, and communications dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants nor shall the file or any of the contents therein be disclosed in any way to anyone outside the School District.
4. Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted provided the adjustment is not inconsistent with the terms of this Agreement.

Article IV - Employee Rights and Privileges

1. The Board hereby agrees that it shall not discriminate against any employee with respect to any terms or conditions of employment by reason of his/her membership or participation in any activities of the Association and its affiliates, or his/her institution of any grievance, complaint or proceeding under this Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable state and federal laws, rules, and regulations. The rights granted to employees herein shall be in addition to those provided elsewhere.
3. No employee shall be reprimanded, reduced in rank or compensation, terminated or any other form of discipline without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29, provided that no other means of statutory appeal exists.
4. Whenever any employee is required to appear before any Administrator or Supervisor, Board, or any Committee thereof, concerning any matter which could result in discipline, said employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a Representative of his/her choosing to be present.
5. Suspension of an employee, other than a disciplinary suspension, shall be pursuant to N.J.S.A. 18A:6-1 et. seq.

6. Any question or criticism by a Supervisor, Administrator, or Board member of an employee's performance shall, except in emergencies, be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
7. All office personnel shall be entitled to a copy of any derogatory material prior to its placement in the employee's personnel file. The employee may file an answer to any derogatory material and have the written answer placed in the file within ten (10) working days of receipt of a copy of the derogatory material. The employee shall sign the file copy to indicate receipt.
8. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative(s) of the Association accompany him/her during such review which shall take place at a mutually acceptable time.
9. Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

Article V - Association Rights and Privileges

1. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator, provided said approval is not withheld unreasonably.
2. The Association or its representatives shall have the right to use a school building at all reasonable hours for official purposes, provided approval has been granted by an appropriate administrator, which approval shall not be withheld unreasonably.
3. The Association shall, with the approval of the Superintendent, have the right to use school facilities and office equipment and audio/visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Board for the cost of any supplies.
4. The Association shall have in each school building the use of a bulletin board in each area where members congregate for the posting of meeting announcements and other information of interest to the membership. All material posted must be approved by the building administrator. Upon request, the administrator shall be provided a copy of the material posted.
5. The Association shall have the right to use the school mailboxes and the district's internal mail delivery system.

Article VI - Work Year

1. The work year for all twelve- (12) month employees listed below shall be from July 1st – June 30th.
2. If a holiday falls on a weekend, employees are to be given either the last working day prior to the holiday or the first working day after the holiday off, except as is normally provided according to the normal school schedule.
3. Vacation allowance for twelve- (12) month employees shall be in accordance with the following schedule:
 - 1 year: 1 week
 - 2 years: 2 weeks
 - 5 years: 3 weeksThose with four weeks vacation will maintain four weeks vacation.
4. The initial employment year and the last employment year's vacations shall be prorated.
5. An employee's vacation schedule shall be submitted to the immediate Supervisor. Vacation scheduling shall be granted in order of seniority. Vacations may be taken any time during the year with the approval of the supervisor.
6. Employees shall receive their paycheck in advance provided the employee notifies payroll that he/she wants advance payment. Such notice shall be in writing at least two (2) weeks before the first day of vacation.
7. Any employee who takes his/her vacation during a week in which a holiday falls shall receive an extra vacation day.
8. Up to five (5) days of unused vacation may be carried over to the next year.
9. All employees upon resignation, termination, or retirement shall be paid their regular rate of pay for each day of accumulated unused vacation time.

Article VII - Work Week, Work Hours, and Work Load

1. Employees shall have a one hour (1) duty free lunch and may leave the building during this time.
2. In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather, or other reason, employees will not be required to report more than thirty (30) minutes before pupils.
3. Employees shall be provided with a minimum of two fifteen (15) minute breaks each day.

4. Effective the day after the teaching staff leave up to the day the teachers return, employees shall work 9:00 to 2:00 daily with no lunch. The remainder of the year shall be regular work days.

Article VIII - Employment Procedures

1. The Superintendent shall notify the Association in writing of the name, address, salary, salary placement for each new employee within five (5) days of hire.
2. Employees resigning from his/her position shall give fourteen (14) days notice, but may, upon request, be released prior to the expiration of that time period at the sole discretion of the Board. Failure to provide appropriate notice may jeopardize payment for unused vacation time.
3. On or before May 15th of each year, except in cases of emergency, the Board shall provide to each non-tenured employee either:
 - a. A written offer of a contract for the next succeeding year or –
 - b. A written notice that such employment shall not be offered.
4. Any employee who receives a notice of non-employment may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

Article IX - Seniority and Job Security

1. Seniority shall be defined as service in the school district.
2. A seniority list shall be provided to the Association by November 1 or at the time of a contemplated Reduction in Force (RIF).
3. Any reduction of positions shall be accomplished in the following manner:
 - a. Employees shall exercise their total employment seniority to replace a less senior employee in the same job category provided that at the Board's discretion the employee remaining has the ability and skills to do the job.

Article X - Subcontracting

1. In the event of the privatization of positions covered by this Agreement, the Board agrees to give the Association thirty (30) days notice prior to bid solicitation. The Board shall discuss the matter fully with the Association and its representatives.
2. If previously subcontracted reverts to the district within two (2) years, the employees will be offered reinstatement.

Article XI - Salaries, Overtime, and Other Forms of Remuneration

1. For the purpose of calculating overtime, the following days shall be counted as regular work days: sick days, holidays, personal days, vacation days, and all other approved paid leaves.
2. For the purpose of this Article, the workday salary shall be 1/240 of the annual salary for twelve- (12) month employees.
3. Employees required to use their personal vehicles to travel between worksites shall be reimbursed at the IRS rate for such travel.

Article XII - Voluntary and Involuntary Transfers and Reassignments

1. No later than May 15th of each year, the Superintendent shall deliver to the Association, and post in all worksites, a written list of the known vacancies which shall occur during the following work year.
2. Employees who desire to transfer to another worksite may file a written statement of such desire with the Superintendent. Such statement shall include the worksite to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 1st.
3. In the Board's sole discretion, in the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual shall be honored to the extent that the transfer does not conflict with the best interests of the District.
4. Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical.
5. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.

Article XIII - Employee Evaluation

1. Each employee shall receive a minimum of one evaluation per year. The Board reserves the right to conduct as many evaluations as it deems necessary.
2. Annually, each employee shall receive a written evaluation three (3) days prior to a meeting with his/her Supervisor to review the content of the evaluation.
3. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.

5. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

Article XIV - Job Posting Procedures

1. All unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - a. A notice shall be posted at each worksite as far in advance as practicable, but no less than five (5) workdays before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 - b. The notice shall include the qualification for the position, its duties, and the rate of compensation.

Article XV- Sick Leave

1. All twelve- (12) month employees shall be entitled to twelve (12) sick leave days each year as of July 1.
2. All unused sick leave days shall be accumulated from year to year with no maximum limit.
3. All employees shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
4. Upon retirement, an employee shall be compensated for all unused accumulated sick leave. This compensation shall be at the rate of one (1) day for every two (2) days at the rate of \$70 per day in 2004-2005 with a cap of \$8000, \$75 per day in 2005-2006 with a cap of \$8500 and \$80 per day in 2006-2007 with a cap of \$9000. To be eligible, employees must be vested in the pension system.
5. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within the next budget cycle. To be eligible, employee must be vested in the pension system.

Article XVI - Temporary Leaves of Absence

1. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:
 - a. Employees shall be provided with the time necessary for appearances in legal proceedings connected with their employment with the District provided they are not bringing the action and are required by law to attend.

- b. Five (5) days shall be granted in the event of the death of immediate family which shall be defined as the employee's spouse, child, sibling or parent. An allowance of up to three days will be granted for the death of a grandparent, grandchild, parent-in-law, aunt, uncle, niece, nephew or sibling-in-law.
- c. Three (3) personal days shall be granted per year, including one emergency day and two personal days which may be taken with three days written notice. Unused personal days shall be carried forward for use as accumulated sick leave.
- d. An employee who is called to jury duty shall be granted an excused absence with pay, less any compensation received for such service. Such employee shall notify his/her immediate supervisor immediately following receipt of the notice to appear and provide same to the supervisor. If asked, employees shall seek to have their jury service deferred to a more convenient time.

Article XVII - Extended Leaves Of Absence

1. Any employee seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said employee proposes to terminate the sick leave. The Board may require as a condition of employee's return to service production of a certificate from a physician certifying that the employee is medically able to resume her duties.
2. The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any employee upon request in accordance with applicable statutes regulations, and State agency decisions for a portion of or the balance of the school year in which the leave is requested. Employees may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for non-tenured employees unless the Board otherwise elects.
3. In the event that an employee's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the employee in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.

4. Employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.
5. The Board for good reason may grant other leaves of absence without pay.
6. All extensions or renewals and requests of leave shall be applied for and granted in writing.

Article XVIII - Professional Development

1. The Board shall pay the full cost of tuition and fees for courses, workshops, seminars, conferences, similar programs for employees who are required by the District to attend them.
2. Each year the Board shall provide one (1) in service program for employees. The employees' input shall be solicited for the subject(s) of the program. The programs shall be held during the employees' regular workday.

Article XIX - Protection of Employees

1. Employees shall be entitled to indemnification pursuant to N.J.S.A. 18A; 16-6 and 6.1 if a civil or criminal action is brought against them.
2. The Board will provide workers' compensation payment pursuant to N.J.S.A. 18A:30-2.1.
3. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate Supervisor and will cooperate with the district in any legal proceedings. These reports shall be forwarded to the Superintendent.

Article XX – Health & Safety/Facilities & Equipment

1. The Board shall keep its premises in a clean and sanitary condition, protect the machinery, equip the premises with a first aid kit containing the necessary medicine and bandages for use in emergencies and carry insurance in the manner provided by the New Jersey Workers' Compensation statutes.
2. All employees shall receive training on new equipment prior to use of same. All employees shall be provided with the necessary supplies and equipment to perform their duties.

Article XXI - Insurance Protection

1. The Board agrees to stay in the New Jersey State Health Benefits Program for the duration of this Agreement (July 1, 2001 through June 30, 2004).
2. Effective with the 2001-2002 school year, the Board shall provide for all employees on staff, medical, surgical, major medical and out-patient insurance coverage for these employees and their dependants at no cost to the employee.
3. Notwithstanding any of the foregoing negotiations on all aspects of health insurance shall be available to both parties for the successor to this agreement.
4. The Board will provide dental insurance coverage for each employee at a cost not to exceed twelve dollars and twelve cents (\$12.12) per employee, per month for the length of this contract.
5. The Board will provide prescription insurance coverage for each employee at a cost not to exceed ten dollars and fifty-nine cents (\$10.59) per month, per employee, for the length of this contract.
6. As required by Federal and State regulations, the Board shall allow employees to be enrolled in an HMO Plan. The employees shall be responsible for any excess cost for enrollment in the HMO above the cost of enrollment in the district's group insurance plan.
7. Starting in the school year 1992-93, the Board will provide a State Disability Insurance Coverage provision. The Board will pay one half of the cost, employee to pay the other half.
8. For the 2000-2001 school year and beyond, a part-time employee must work twenty-five (25) hours or more per week in order to be eligible for health insurance benefits.
9. Part-time staff employed by the Board as of September 1, 1998 and receiving health benefits shall be grandfathered at the twenty (20) hour eligibility level.
10. For calculation purposes, the fraction for part-time shall use the number of hours worked as the numerator and forty (40) as the denominator as has been the parties' practice.

Article XXII - Deduction from Salary

1. The Board agrees to deduct, consistent with the requirements of N.J.S.A. 52:14-15.9e, from the salaries of its employees dues for Jamesburg Office Personnel Association, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. The Association and its members shall have the right to utilize Automatic Payroll Deductions for participation in a Tax Sheltered Annuity program. This Tax Deferred Annuity program offered employees covered by this Agreement are the current carrier at the district level.

Article XXIII – Representation Fee

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- (a) A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- (b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- (c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- (d) A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November the Board will commence deductions from salaries of such non-members as defined in subsection (a) above in accordance with Section 4. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- (a) in November; or

- (b) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
5. The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.

Article XXIV - Condition of Employment

1. The Board shall have the right to hire part-time employees as it deems necessary. Part-time employees shall receive vacation, sick day and holiday pay in proportion to the number of hours they are regularly scheduled to work. Part-time employees who are regularly scheduled to work less than twenty-five (25) hours per weekly pay period shall not be entitled to receive any fringe benefits except as otherwise provided in this Agreement.

Article XXV - Wage Schedule

The following salary schedule shall apply for the duration of this agreement unless the Board and Association make adjustments due to title changes or other needs:

<u>Employee</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Carol Heindel	\$ 42,715		
Betty Broglio	\$ 42,730	\$ 44,846	\$ 47,065
Maureen Brown	\$ 23,548	\$ 24,713	\$ 25,937
Theresa Frielingsdorf	\$ 30,000	\$ 31,485	\$ 33,044

Article XXVI - Miscellaneous Provisions

1. 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.
2. 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 be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
3. Any individual contract between the Board and an individual 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 shall be controlling.
4. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:

• If by Association, to Board at _____
_____ (address) _____

• If by Board, to Association at _____
_____ (address) _____

Article XXVII - Duration of Agreement

This Agreement shall be in effect from July 1, 2004 to June 30, 2007.

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.

Board of Education
By _____
President

Association
By Bernadette Budzio
President

By _____
Secretary

By Manner Brown
Secretary