

**AN AGREEMENT BETWEEN THE  
LITTLE EGG HARBOR TOWNSHIP  
INSTRUCTIONAL ASSISTANTS ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF  
LITTLE EGG HARBOR TOWNSHIP  
COUNTY OF OCEAN, NEW JERSEY**

The Little Egg Harbor Township Board of Education is an Affirmative Action/Equal Opportunity Employer.

PREAMBLE

This Agreement entered into this 16th day of October 2003, by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, hereinafter called the "Board," and the Little Egg Harbor Township Instructional Assistants Association, hereinafter called the "Association."

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**ARTICLE I**  
**RECOGNITION**

1.01 Unit

- A. The Little Egg Harbor Township Board of Education recognizes the Little Egg Harbor Instructional Assistants Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time Instructional Assistants.
  
- B. Unless otherwise indicated, the term employee, when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above.

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**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

2.01 Deadline Date

The parties agree to enter into collective negotiations in accordance with NJS 34:13A-1 et sec. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall commence no later than October 1 of the fiscal year preceding the fiscal year in which the Agreement expires. Any agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

2.02 Modification

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.

2.03 Negotiations of Successor Agreement

In the event of the Public Employment Relations Commission or other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiations, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

2.04 It is understood by all parties that negotiations will be conducted in good faith.

**ARTICLE III  
GRIEVANCE PROCEDURE**

3.01 Definitions

3.01.1 Grievance – A grievance is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy or administrative decisions.

3.01.2 Grievant – A grievant is the person, persons, or the Association claiming a grievance.

3.01.3 Party of Interest – A party of interest is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

3.02 Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

3.03 Procedure

3.03.1 Time Limits – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.

3.02.2 Year End Grievances – In the event a grievance is filed at such time that it cannot be processed through all the levels by the end of the school year and continuation of the grievance into the following school year could result in irreparable harm to a party of interest, the time limits set forth herein may be reduced by mutual consent so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3.03.3 Level One – Principal or Immediate Supervisor – an employee with a grievance may submit it within seven (7) calendar days of the date of the incident which gave rise to the grievance. The grievance must be submitted in writing to the grievant's principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the grievance informally.

3.03.4 Level Two – Superintendent of Schools – If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the

Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response or, if no response was received, within fourteen (14) calendar days of the date of the grievance was filed at Level One. The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.

3.03.5 Level Three – Board of Education – If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of Level Two response or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two. The Board, a committee thereof, or its designees may conduct a hearing within thirty (30) calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.

3.04 Right of Employees to Representation – A grievant may be represented at all stages of the procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at Level Two and all subsequent levels.

3.05 Reprisals – No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation or non-participation in any grievance.

3.06 Miscellaneous

3.06.1 Written Decisions – All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.

3.06.2 Separate Grievance File – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and

shall not be kept in the personnel file of any of the participants.

- 3.06.3 Grievance Forms – Forms for filing grievances shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

**ARTICLE IV  
RIGHTS**

**4.1 EMPLOYEE RIGHTS**

4.01 Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any instructional assistant such rights as she may have under New Jersey School Laws, or other applicable laws and regulations.

4.02 Just Cause Provision

No Instructional Assistant shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

4.03 Criticism of Instructional Assistants

Any question or criticism by a supervisor, administrator, or Board Member of a Instructional Assistant and his/her duties shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the Instructional Assistant chooses to make such questions or criticisms public.

4.04 Association Identification

No Instructional Assistant shall be prevented from wearing standard, or conventional pins, or other identification of membership in the Associations, or its affiliates.

4.05 Reduction in Force

In the event of a reduction in force, consideration shall be given to years of service in the district and quality of evaluations. The Board retains the right to continue employment for those employees which it considers the best candidates for the remaining positions.

4.06 Posting of Positions

New positions for which Instructional Assistants may be qualified shall be conspicuously posted and members shall have the right to apply and be considered for such positions.

#### 4.07 Consideration for Filing Vacancies

If an assistant loses his or her job because the student leaves the district or the district no longer needs the service, that assistant will be given full consideration in filling vacancies in the future, and if employed in a new school year will be placed one step above their step placement in the last year of employment if rehired.

## 4.2 BOARD RIGHTS

4.2 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.

- (a) To direct employees of the school district.
- (b) To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees.
- (c) To relieve employees from duty because of lack of work or other legitimate reasons.
- (d) To maintain the efficiency of the school district operations entrusted to them.
- (e) To determine the methods, means and personnel by which such operations are to be conducted.
- (f) To determine work schedules and to order overtime.
- (g) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

4.2.1 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

4.2.2 The parties agree that the procedures outlined in the Agreement are binding to both parties.

**ARTICLE V**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

5.01 Information

The Board agrees to furnish to the Association, in response to reasonable request, available and non-confidential information concerning the financial, educational and personnel resources of the school district as reasonably needed to negotiate, investigate, or process grievances on behalf of its members or other materials that affect terms and conditions of employment, free of charge. Such requests shall be submitted to the Superintendent of Schools in writing on the appropriate form.

5.02 Released Time For Meetings

Whenever any representative of the Association or any instructional assistant participates during working hours in negotiations, grievance proceedings or conferences, or meetings, he shall suffer no loss in pay provided they are called by the Administrator or the Board of Education.

5.03 Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Administrator is required for use of building/facilities which shall not be unreasonably withheld.

5.04 Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, computers and duplicating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incident to such use.

5.05 Bulletin Boards

The Association shall have access to a bulletin board in each building for its exclusive use. Copies of all materials posted by the Association shall be transmitted to the building principal, but no approval shall be required for posting. Posted materials shall not be offensive to nor derogatory in nature toward the Board or its members,

community members, administrative personnel, students, or any individual or group of employees.

5.06 Mailboxes

The Association shall have the right to use intra-school mail facilities and school mailboxes for Association business.

**ARTICLE VI**  
**WORK YEAR**

6.01 Calendar

- (a) The Instructional Assistants work calendar shall parallel that of the teachers with the exception of the teachers' orientation.
- (b) Instead of requiring assistants to remain after student dismissal on days of day-time parent conferences, the Board will schedule assistants to attend the pre-student year teacher orientation or some other specialized inservice activity, at the Board's discretion, effective in the 2004 - 2005 school year.
- (c) On those days when in-service activities are scheduled, an Instructional Assistant shall attend in-service with pay, if required to do so or if he/she has sought and received prior supervisor approval for attendance.
- (d) Instructional Assistants shall not be required to attend evening conferences.
- (e) The Instructional Assistants work calendar shall consist of 180 days. Additional time requested by the Administration shall be paid at the hourly rate.

6.02 Work Day

- (a) The work day for Instructional Assistants shall be six and one half (6 ½ ) continuous hours inclusive of an unpaid thirty (30) minute duty free lunch.
- (b) The work day for Library Assistants shall be seven and one half (7 ½) continuous hours inclusive of an unpaid thirty (30) minute duty free lunch.
- (c) Assistants shall be entitled to one (1) fifteen (15) minute break each day.
- (d) Afternoon attendance shall not be required on scheduled holiday half days.
- (e) On scheduled non-holiday half days and on emergency half days, Instructional Assistant attendance shall be the same as the teachers.

**ARTICLE VII  
SALARIES AND BENEFITS**

7.01 Salary Schedule

The 2003 – 2004, 2004 – 2005 and 2005 – 2006 salary guides (Appendix "A") and longevity guides (Appendix "B") are attached.

Assistants who work as assistants in the summer will be paid the same hourly rate of pay they received in the preceding school year.

7.02 Methods of Payment

Each Instructional Assistant employed on a (10) month basis shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of the ten (10) months of the fiscal year. Any Instructional Assistant that chooses to work July or August shall be paid on the 15<sup>th</sup> and the 30<sup>th</sup> of those months.

7:03 Fringe Benefits

(a) For all Instructional Assistants, the Board of Education will assume 100% of the cost of insurance premiums for extended coverage under the State Health Benefits Plan, or equivalent, including major medical or the equivalent, and Prescription Plan. The board reserves the right to elect to switch health and/or prescription card insurance. Second opinion required for surgery.

(b) Dental Insurance - For the life of this agreement the Board shall pay 100% of the premiums required for the enrollment of an employee and his/her eligible dependents in the district's dental insurance program.

(c) Disability Insurance - The Board shall pay 100% of the premiums required for the enrollment of the employee in a disability insurance program.

(d) The effective date of enrollment in any of the district's employee insurance programs shall be the first day of the month following thirty (30) or more calendar days of active employment.

(e) Tuition Reimbursement - The Board shall establish a tuition reimbursement fund of \$5,000 for each year covered in this agreement. Each instructional assistant shall be reimbursed for 100% of the tuition for college courses, seminars, and workshops, approved by the Superintendent, to a maximum of \$400 upon successful completion of the course, seminar, or workshop.

Instructional Assistants may be eligible for additional reimbursement, if on June 30, there remains an unexpected balance in the fund. In that event, remaining funds will be distributed equally among the applicants, but shall in no case exceed the actual uncompensated tuition expenses to the applicant.

7.04 Travel Expenses

If the Administrator sends an Instructional Assistant on official school business out of the district during or after regular school hours, said Instructional Assistant should be reimbursed for transportation (if own used) at the rate of \$ 0.30 per mile. Additional reimbursement will also be allowed for tolls and parking (receipts required).

7.05 Retirement

Any Instructional Assistant who notifies the Board in writing on or before January 2 of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. Said Terminal Leave Compensation shall be computed as follows: For every two (2) days of accumulated unused sick leave, the Instructional Assistant shall be paid for one (1) day at the per diem rate in existence in the year of retirement. The maximum accumulation for such purpose

shall be two hundred fifty (250) days which will result in a payout equal to one hundred twenty-five (125) days. In order to qualify for Terminal Leave Compensation, the Instructional Assistant retiring must have at least fifty (50) accumulated unused sick days at the time of his retirement.

7.06 Longevity

In addition to salary compensation, employees shall be entitled to longevity payment in recognition of years of service in the district. (See Appendix "B")

7.07 Compensation for College Courses

Assistants shall have their hourly rate improved by ten cents (\$.10) per hour for successful completion ("C" or better) of each three (3) credits of approved college courses attained after September 2003

**SALARY GUIDES  
(SEE APPENDIX "A")**

**LONGEVITY**  
**(SEE APPENDIX "B")**

**ARTICLE VIII  
EVALUATION**

8.01            Evaluation

Each Instructional Assistant shall be evaluated annually by the Superintendent, or his/her designee. All monitoring or observation of the work performance of a Instructional Assistant shall be conducted openly with full knowledge of the Instructional Assistant.

An Instructional Assistant shall be given a copy of any observation or evaluation report prepared by the Superintendent or his/her designee. No such report shall be placed in the Instructional Assistant's file or otherwise acted upon without the Instructional Assistant having the opportunity of a conference on the evaluation. No Instructional Assistant shall be required to sign a blank or incomplete evaluation form.

The Instructional Assistant may add appropriate comments, responses, or clarifications to the evaluation.

The evaluation form shall break down absences into sick leave, personal leave, and other contractual categories.

8.02            Personnel (File) Records

(a)    File

A Instructional Assistant shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of Schools, and if, in fact, they are otherwise inappropriate or obsolete, they shall be destroyed. Disputes over retention of said documents may be processed in accordance with Title 18A:6-9.

(b)    Derogatory Material

No material derogatory to an Instructional Assistants conduct, service, character or personaltiy shall be placed in his/her personnel file unless the Insructional Assistant has had the opportunity to review the material. The Instructional Assistant shall acknowledge that he/she has had the opportunity to review the

material. The Instructional Assistant shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Instructional Assistant shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent of Schools.

(c) No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

**ARTICLE IX  
MISCELLANEOUS PROVISIONS**

The Agreement shall be presented to all Instructional Assistants now employed, or considered for employment by the Board.

9.01 Continuance of Benefits Clause

In the event this Agreement is not renewed, an Agreement to continue benefits will be drawn up between the Board and those employees who return to work. This continuance of benefits Agreement would remain in force until such time as a new contract is signed upon.

9.02 This Agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

9.04 If any provisions of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and

subsisting, except to the extent permitted by law, but all other revisions of applications shall continue in full force and effect.

9.05 For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Instructional Assistants Association over matters relating to terms and conditions of employment of employees in this unit.

9.06 Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the Representatives of the respective groups. The cost of reproduction shall be borne by the Board.

9.07 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by delivery in writing at the following address:

If by Association to Board      307 Frog Pond Road, Little Egg Harbor, NJ 08087

If by Board, to Association      307 Frog Pond Road, Little Egg Harbor, NJ 08087

**ARTICLE X  
RULES AND REGULATIONS GOVERNING  
LEAVES OF ABSENCE, ILLNESS, OTHER REASONS**

**SECTION 10.1**

10.1      Sick Leave

(a)      Sick Leave, Minimum Allowance, Cumulating Unused Leave:

Employees shall be entitled to (10) accumulative and two (2) non-accumulative sick days per year with no loss salary. The two non-accumulative days shall be used only after the ten accumulative days have been exhausted each year. Unused accumulative sick days may accrue from year to year.

(b) Physicians Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

(c) Sick Leave Defined

Sick Leave is hereby defined to mean the absence from his/her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

(e) Prolonged Absence Beyond Sick Leave Period

N.J.S.A. 18A:30-6

"When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

(f) Salary in cases of absence not constituting sick leave additional sick leave or accumulation of sick leave:

Nothing in this act shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act, or allowing days to accumulate over and above those provided for in section 18A:30-2 except that no person shall be allowed to increase total accumulation by more than ten (10) days in any one year.

(f) Sick Leave Bonus

Any Instructional Assistant who does not utilize any of his annual sick leave entitlement shall receive one hundred dollars (\$100) at the conclusion of the school

year.

**SECTION 10.2**

10.2                    Leaves of Absence

- (a)        The Board will grant a leave of absence to any Instructional Assistant, who, for reasons of disability, including but not limited to maternity, is unable adequately to perform his, or her duties, upon the following conditions and limitations.
- (b)        Said leave shall commence when the Instructional Assistant becomes unable to adequately perform, provided that, in the case of maternity, impending operation or similarly predictable disability, commencement may be scheduled by agreement with the Superintendent of Schools.
- (c)        Said leave is not to exceed more than two school years from date of request.
- (d)        No Instructional Assistant shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- (e)        The Board shall not remove any Instructional Assistant from her duties during pregnancy unless the Instructional Assistant cannot produce a certificate from her physician that she is medically able to continue teaching, or in the opinion of the Superintendent the performance of the Instructional Assistant is materially and adversely affected thereby.
- (f)        Instructional Assistants receiving said leave shall notify the Board by April 1<sup>st</sup> of the school year prior to her return subject to the Instructional Assistant's ability to perform prescribed duties.

**SECTION 10.3**

10.3            Other Reasons

(a) Death

In case of death in any Instructional Assistants family or spouse's family, the employee shall be excused for four (4) days when necessary without loss of salary.

(b) Court Order

In case of absence from school by reason of subpoena by a court, no deduction in salary shall be made, providing that the subpoena is filed with the Superintendent of Schools.

(c) Emergencies and Personal Days

Employees shall be granted up to three days (3) of absence for an emergency or a personal day without deduction of salary, during any one school year. Employees may accumulate three (3) personal days per year if such day is not used otherwise. Such accumulation shall be added into the employee's sick leave accumulation. Application shall be made at least two days before taking such leave except in cases of emergency. The Superintendent will be notified as soon as possible when a day is being used for an emergency.

In the event that a Instructional Assistant who has already signed in has to leave the building for emergency or sickness, they are required to notify the Building Principal and Superintendent's Office prior to leaving the building.

(d) Jury Duty

Instructional Assistants called for jury duty shall suffer no deduction of salary. Instructional Assistants shall receive their regular daily pay for each day of jury duty but will be required to reimburse the district the amount of jury pay received.

(e) Military Leave

Each employee shall be eligible for unpaid leave of absence for military leave pursuant to statute.

(f) Family Leave

Each employee shall be eligible for unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act or the Federal Family Leave Act. In addition, each assistant shall be entitled to one (1) family illness day per year for the critical or terminal illness of their father, mother, spouse, child, brother, sister or other close relative residing in the household.

A written statement from the attending physician verifying the seriousness of the illness shall be required.

(g) Other Leaves

Nothing shall prohibit the Board of Education from granting other leaves, paid or unpaid, for what it considers good and sufficient reason.

**ARTICLE XI**  
**REPRESENTATION FEE**

11.01      Purpose of Fee

If a Instructional Assistant does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement said Instructional Assistant will be required to pay a representation fee to the Association in lieu of dues for service rendered by the Association. Said representation fee shall be 85% of the annual dues for full time Instructional Assistants or a prorated share of the 85% for part time Instructional Assistants.

11.02      Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

11.03      Notification

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 Instructional Assistants who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such Instructional Assistants, in accordance with Section 11.04 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association.

11.04      Payroll Deduction Schedule

Upon written notification from the Association that it has adopted and implemented a "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Instructional Assistant on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board previously served as a Instructional Assistant and continued in the employ of the Board in a nonbargaining unit position

or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the individual's employment as a Instructional Assistant.

11.05 Termination of Employment

If the employment of a Instructional Assistant who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said Instructional Assistant..

11.06 Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

11.07 Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

11.08 Definition of Instructional Assistant

The definition of the word "Instructional Assistant" as used in this Article shall be as defined in Article I section 1.01 hereof.

11.09 Save Harmless Clause

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this Article.

**ARTICLE XII**  
**UNDERSTANDING OF THE PARTIES**

12.1 The negotiating teams of the Little Egg Harbor Board of Education and the Association agree that this is the final package to be presented for ratification by the Board and the Association. Both parties have bargained in good faith.

**ARTICLE XIII  
DURATION OF AGREEMENT**

13.01      Duration Period

This **Agreement** shall be **effective as of July 1, 2003** and shall **continue in effect until June 30, 2006**, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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 Association has caused this Agreement to be signed by its Association Representative, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon, all on the day and year first above written.

**LITTLE EGG HARBOR TOWNSHIP INSTRUCTIONAL ASST. ASSOCIATION**

\_\_\_\_\_      \_\_\_\_\_  
                         **Representative**      \_\_\_\_\_  
**Date**

\_\_\_\_\_      \_\_\_\_\_  
                         **Representative**      \_\_\_\_\_  
**Date**

**LITTLE EGG HARBOR TOWNSHIP BOARD OF EDUCATION**

\_\_\_\_\_      \_\_\_\_\_  
                         **President**      \_\_\_\_\_  
   **Date**

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**Date**

**Secretary**

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**APPENDIX "A"**

**SALARY GUIDES**

**LITTLE EGG HARBOR TWP.  
INSTRUCTIONAL ASSISTANTS GUIDES**

**APPENDIX "B"**  
**LONGEVITY GUIDE**

**LITTLE EGG HARBOR TWP. INSTRUCTIONAL ASSISTANTS ASSOCIATION**

**Longevity to be phased in over term of contract**

	<b>03/04</b>	<b>04/05</b>	<b>05/06</b>
<b>after 5 years</b>	<b>500</b>	<b>500</b>	<b>500</b>
<b>after 10 years</b>	<b>750</b>	<b>750</b>	<b>750</b>
<b>after 15 years</b>	<b>1000</b>	<b>1000</b>	<b>1000</b>
<b>after 20 years</b>	<b>1250</b>	<b>1250</b>	<b>1250</b>
<b>after 25 years</b>	<b>1750</b>	<b>1750</b>	<b>1750</b>
<b>beyond 25 years</b>	<b>\$100 per year additional</b>		