

**AGREEMENT**

*between the*

**BOARD OF EDUCATION OF**

**WATCHUNG HILLS REGIONAL HIGH SCHOOL DISTRICT**

*And the*

**WATCHUNG HILLS REGIONAL**

**EDUCATION ASSOCIATION**

**Aides, Technicians and Clericals**



**COUNTY OF SOMERSET**

**Watchung Hills Regional High School  
108 Stirling Road  
Warren, New Jersey 07059**

**CONTRACT PERIOD July 1, 2004 through June 30, 2005  
and  
CONTRACT PERIOD July 1, 2005 through June 30, 2008**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between the **WATCHUNG HILLS REGIONAL HIGH SCHOOL BOARD OF EDUCATION**, Warren, New Jersey, hereinafter called the “Board” and the **WATCHUNG HILLS REGIONAL EDUCATION ASSOCIATION**, hereinafter called the “Association”.

**ARTICLE I.**

**RECOGNITION.**

Pursuant to Chapter 303, laws of 1968, State of New Jersey, the Board hereby recognizes the Association as majority representative and as sole and exclusive representative for collective negotiations for the terms and conditions of employment for all personnel within the following employee unit, whether or not they are members of the Association:

Including all technicians, security aides, teacher aides and clerical employees employed by the Watchung Hills Regional Board of Education, and, after July 1, 2005, the newly created, non-supervisory, non-confidential Administrative Assistants, and

Excluding all other employees including professionals, craftsmen, managerial executives, police, and supervisors within the meaning of the Act.

**PRINCIPLES.**

A. The Board and the Association, the parties of Agreement, accept the provisions of this Agreement as commitments, which they will cooperatively and in good faith honor, support and seek to fulfill.

B. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing.

C. If any provisions of this Agreement or any application of this Agreement to any employee or group of employee is held by the highest court of final jurisdiction to be contrary to law, then such provision or application shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE II.**

### **NEGOTIATION OF SUCCESSOR AGREEMENT.**

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

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.

**ARTICLE III.**

**EMPLOYEE RIGHTS AND PRIVILEGES.**

A. The Board shall not suspend, discipline or discharge any employee except for good and just cause.

B. Whenever any employee is required to appear before the Superintendent or the Board, or any committee or member thereof, concerning any matter which could adversely affect the employee's position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for the appearance and shall be entitled to have present a representative of the Association and/or a person of the employee's choice to advise and represent the employee.

**ARTICLE IV.**

**ASSOCIATION RIGHTS AND PRIVILEGES.**

A. The Board agrees to furnish the Association in response to all reasonable requests such public records as are in the Board's possession at a charge not to exceed the Board's cost.

B. Association privileges.

1. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal operations.

2. The Association and its representatives may use the school buildings for meetings. The principal of the buildings in question shall be notified via the conflict book in advance of the time and place of all such meetings.

Arrangements for meetings at extraordinary times will have prior approval of the principal, and the Association agrees to reimburse the Board for any extra custodial requirements.

3. The Association shall have the right to use school equipment in the building when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and agrees to pay for any loss or damage to the equipment as a result of its usage.

4. A bulletin board will be provided in the Faculty room for the exclusive use of the Association. The president of the Association will be responsible for material posted.

5. The Association shall be permitted the use of internal school mail facilities and the public address system after school hours for routine announcements.

## **ARTICLE V.**

### **GRIEVANCE PROCEDURES.**

#### **A. Definition.**

1. A grievance is a claim based on an event or condition, which adversely affects an employee or group of employees and/or is concerned with the interpretation, meaning or application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose.**

1. The purpose of the procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees.

2. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate member of the administration, and having the problem adjusted without the intervention of the Association.

3. An employee or group of employees who in person, by letter, or by petition, appeal directly to the Board of Education for redress of an alleged wrong or violation of the contract agreement, thereby bypassing the grievance procedure outlined in this Article, forfeit the right to use this grievance procedure on the same problem or complaint at a later date.

**C. Procedure.**

1. 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. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

**D. Actual Grievance Redress Procedure**

1. **Level One.** An employee with a grievance shall first discuss it with the employee's immediate superior, with the objective of resolving the matter informally. Action by the aggrieved person must be initiated within thirty (30) calendar days of the time when he became aware of the grievance.

2. **Level Two.** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file his/her grievance in writing to the principal on the forms provided. The principal shall communicate his/her decision, with reasons, to the employee within five (5) school days of receipt of the written grievance.

3. **Level Three.** The employee, not later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing on the form provided, stating reasons for appeal. The Superintendent shall communicate his/her decisions in writing with reasons to the employee and the principal within ten (10) school days of the receipt of the appeal.

4. **Level Four.** If the grievance is not resolved to the employee's satisfaction, no later than fifteen (15) school days after receipt of the Superintendent's written decision, may request a review by the Board of Education. The request shall be submitted in writing on the form provided

through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within ten (10) school days of receipt of the request for review. The Board or a committee therefore shall review the grievance and shall, at the option of the Board or the request of a grievant, hold a hearing with the employee and render a decision in writing, with reasons, within thirty-one (31) calendar days of receipt of the grievance by the Board, or of the date of the hearing with the employee whichever comes later.

**5. Level Five.**

a. A grievance to proceed to Level Five must be concerned with the interpretation or meaning or application of any of the provisions of this Agreement.

b. In the event that the aggrieved person is not satisfied with disposition of his grievance at Level Four, or in the event that the Board does not render a decision within thirty-one (31) school days after the submission of the grievance to the Board, he may, within five (5) school days after either of the above, request in writing that the Association submit his grievance to binding arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by so notifying the superintendent within five (5) school days after receipt of the request for submission from the aggrieved person.

c. The Board and the Association shall then attempt to agree on an arbitrator. If no agreement on an arbitrator is reached within three (3) calendar days of the times that the request for binding arbitration is received by the Superintendent, then either party may submit the grievance to arbitration under the Rules of the New Jersey Public Employees Relations Commission.

d. The arbitrator so selected shall confer with representatives of the Board and the Association and begin hearings as soon as can be arranged. He shall then be restricted



to considering only the question or questions submitted to him. The arbitrator shall have the authority only to interpret and apply the terms of this Agreement and shall not have any authority to alter in any way the terms and conditions of this Agreement or to add any provisions thereto. The arbitrator shall issue his decision within thirty (30) calendar days after he has concluded the hearings.

e. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and decision only on the issue submitted.

f. The party against whom the binding arbitration award is rendered shall be deemed the losing party and that party shall be responsible for payment of the fees of the arbitrator.

g. Each party shall bear the total costs incurred by themselves.

See attached grievance form.

**E. REPRESENTATION**

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself and/or at his option by a representative selected or approved by the Association. However, the aggrieved person has the right to only one (1) representative at Level One.

2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all formal stages of the grievance procedure.

3. Any grievance submitted by a group shall be represented by no more than three (3) representatives for the group.

**F. MISCELLANEOUS**

1. 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 personal file of any of the participants.

2. 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. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of this procedure.

3. Even though a grievance has been filed and is pending all employees shall continue to adhere to all administrative directives and Board policies until such time as the matter in dispute has been resolved through the grievance/arbitration procedure.

4. No reprisal of any kind shall be taken by the Board or any member of the administration against an individual or individuals participating in the specified grievance procedure by reason of such participation.

5. After the grievance procedure has been exhausted the grievance may not be resubmitted provided the grievance procedure has been adhered to.

6. Voluntary termination of a contract by a grievant terminates any unresolved grievance after the effective termination date.

## **ARTICLE VI.**

### **WORK YEAR.**

#### **A. 12-month employees:**

1. Offices will be closed on the following nine (9) holidays:

Independence Day  
Labor Day  
Thanksgiving (Thursday & Friday)  
Christmas Holiday (two days)  
New Year's Day  
Good Friday  
Memorial Day

If any of these holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall be determined to be a holiday by the superintendent and the Association.

2. If school will be in session and the offices will open on the following six (6) holidays, the employees will receive these six (6) holidays as alternate days during the year at their discretion upon approval by the principal.

3. If school is closed, the employee shall have these days off:
  - Columbus Day
  - Election Day
  - Veteran's Day
  - Lincoln's Birthday
  - Washington's Birthday
  - Martin Luther King Day

In addition and with reference to Martin Luther King holiday, prior written request and approval is required.

If any of these six days fall on a Saturday or Sunday, the employee will add one day to vacation to be taken at the employee's discretion upon approval by the principal.

Employees will be expected to be at school on these six days unless they are excused by their immediate supervisor or unless they fall on a Saturday or Sunday.

4. The day before Thanksgiving shall be one-half day.

**B. 10-month Employees:**

1. Ten (10) month employees shall work 188 days per year and shall receive seven (7) paid holidays. The seven (7) holidays shall be selected from the nine (9) holidays given to twelve-month employees. The decision as to which holidays shall be dropped shall be determined by the Superintendent and the Association by June 30.

2. If any holiday listed falls on a Saturday or Sunday, the employees shall be entitled to take as a holiday the preceding Friday or the following Monday as shall be determined by the Superintendent and the Association.

3. Instructional Aides shall work the same calendar as teachers.

**ARTICLE VII.**  
**TYPES OF LEAVES.**

**A Vacations**

**1. 12-month Employees:**

One day per contract month during the first year (July 1-June 30) of employment (not to exceed 10 days), two weeks (10 days) during the second year and each year thereafter up until 5 years of employment, three weeks (15 days) in the sixth year of employment and each year thereafter up until the tenth year of employment, and four weeks (20 days) in the eleventh year of employment and each year thereafter.

**2. 10-month Employees:**

Ten-month instructional and security aides who were employed during the 2004-2005 school year and who accrued vacation time will be compensated for any remaining unused days no later than June 30, 2005. Beginning July 1, 2005, all existing 10-month employees will be placed on a salary guide that has taken into consideration and compensated them for vacation time previously available under the contract. Therefore, beginning July 1, 2005, 10-month employees will not be eligible for vacation time.

**3. Vacation Time:**

One half of earned time for 12-month employees may be taken when school is in session with prior approval of the principal.

Vacation may only be accumulated and carried forward for one year and if not used during such time, the vacation so accumulated shall be lost except when the employee is prevented from using such time due to the needs of the district.

**B. Child Care Leave: Tenured Employees.**

1. A tenured employee may request a child care leave without pay and the said leave shall be granted. The effective date and the duration of the leave shall be mutually agreed upon by the Superintendent and the employee.

Early notification to the Superintendent is desirable for replacement purposes.

2. Any tenured employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption. The Superintendent must be notified as soon as adoption is applied for and kept up to date as to status.

**C. Sick Leave: 12 and 10-month Employees.**

1. Twelve (12) days absence for personal illness with full pay in any school year for twelve-month employees: ten (10) days for ten-month employees (18A:30-3, 3.1)

2. Unused days of sick leave shall be accumulative without limit, beginning from the date of the employee's continuous employment by the Board. (18A:30-3, 3.1)

3. In all absences under this section exceeding five (5) consecutive working days, the employee must file a physician's certificate with the principal of the school. (N.J.S.A. 18A:30-4).

4. By October 1 of each year, all employees shall be given a written accounting of accumulated sick-leave days as of June 30 of that calendar year.

5. Payment of unused sick leave upon retirement.

**Eligibility:** All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and who are eligible for pension benefits under the Public Employees Retirement System of the State of New Jersey shall be entitled to be paid in a

lump sum upon retirement in an amount to be determined in accordance with the provisions of this section.

**Exceptions:** No employees shall be entitled to payment of this benefit upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten months work.

**Benefit:** Each eligible employee shall receive \$109.00 for each unused sick day up to a maximum payment of \$5,450.00. For example, if an employee retires during the specified year and has 40 unused sick leave days, that employee shall receive a lump sum payment in the amount of \$4,360.00. If the employee retires with 122 unused sick leave days during the specified year, that employee shall receive the maximum payment of \$5,450.00.

Employees must provide a minimum of 120 days notice of intent to retire or lose this benefit. If there are unforeseen circumstances that would cause an employee to make the decision to retire on less than 120 days notice, the Board may extend that same unused sick day benefit afforded to those who notified properly.

**D. Personal Reasons:**

1. Absences for personal reasons may be granted with pay for good cause when approved in advance by the principal. Except in cases of emergency, application must be made to the principal or the designated representative at least three (3) days before said leave. Weddings and honeymoons should be planned to coincide with vacations.

2. In addition one (1) day of absence for personal business will be granted with the limits specified below:

a. No such day will be granted on a school day immediately preceding or following a vacation or holiday.

b. No more than 2% of the employees shall be permitted such leave on any given day. Priority will be established in the order of requests received.

3. If the accumulated absences of an employee, including absence for illness, exceed fifteen (15) days in any one-year, all absences for personal reasons are temporarily suspended until the principal can review the case.

4. Instructional Aides: two (2) days of absence for personal business will be granted with the limits specified below:

a. No such day will be granted on a school day immediately preceding or following a vacation or holiday.

b. No more than 3% of the instructional aides shall be permitted such leave on any given day. Priority will be established in the order of the requests received.

**E. Illness in Immediate Family:**

1. Where personal presence is advisable because of critical illness in the employee's immediate family, absences may be allowed with pay for five (5) working days in each school year. Additional time with pay may be granted in special emergencies at the discretion of the superintendent.

2. Leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employees' immediate family. Additional leave may be granted at the discretion of the Board. No increment, experience or credit will be granted, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.



**F. Death in the Immediate Family:**

Absences due to death in the employee's immediate family may be allowed with pay for a period not exceeding five (5) working days in each case.

**G. Jury Duty:**

Personal leave for jury duty shall be granted with pay. The payment by the court to the person on jury duty shall be submitted to the Board.

**H. Military:**

Absences for examination for military service shall be allowed with pay.

Leave of absence with pay for organized militia duty or reserve training shall be given according to state law.

**I. Other:**

Other leaves of absence with pay may be granted by the Board.

**J.** All requests, extensions or renewals of extended leave shall be applied for in writing.

The Superintendent shall give written notification of the Board's decision to the employee requesting the extension of the leave.

**K.** Leave taken pursuant to this article shall be in addition to any sick leave except as indicated in D-3 in this article.

**ARTICLE VIII.**

**DAILY WORK HOURS.**

**A.** When school is in session, as mutually agreed upon between the administration and the employee, the work day shall consist of eight (8) hours including a forty-five (45) minute uninterrupted lunch period.

**B.** When school is not in session, office hours shall be 37.5 hours per week, including one uninterrupted hour for lunch.

**C. Coffee Breaks.**

1. Two (2) uninterrupted periods of fifteen (15) minutes (one in a.m. and one in p.m.).

2. The times shall be standardized and mutually agreed upon by the employee and immediate supervisor.

3. The staff has an option of either a three quarter hour lunch, with a one quarter hour break in the afternoon or a one hour lunch with no afternoon break, provided prior approval to do so is obtained from their supervisor.

**D.** An employee shall notify an individual designated by the administration of unavailability for work as soon as possible, but in no case later than 7:00 a.m., on the day of the anticipated absence, except in the case of an emergency.

**E.** When school classes are canceled due to inclement weather employees shall report to work by 12:00 noon unless excused by the Superintendent or designee.

## **ARTICLE IX.**

### **DUES DEDUCTION.**

#### **A. Deduction from Salary.**

The Board agrees to deduct from the salaries of its employees dues for the Watchung Hills Regional Education Association, the Somerset County Educational Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 311, Public laws of 1967 (**N.J.S.A.** 52:14-15, 9(e)) and under rules established by the New Jersey State Department of Education.

#### **B. Representation Fee.**

##### **1. Purpose of Fee.**

If an Aide, Technician or clerical 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 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. Amount of Fee/Notification.**

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. The representation fees to be paid by non-members will be determined by the Association in accordance with the law.

**3. Deduction and Transmission of Fee.**

**a. Notification**

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

**b. Payroll Deduction Schedule.** The Board will deduct from the salaries of the employees referred to in Section B-1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

**c. Termination of Employment.**

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

**d. Mechanics.**

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

**e. Changes.**

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

**f. New Employees.**

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 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

**4. Hold Harmless.**

The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deductions made pursuant to this Article.

**ARTICLE X.**

**INSURANCE COVERAGE.**

**A. Entitlement.**

A. Minimum of twenty (20) working hours per week.

B. Minimum of sixty (60) days employment before eligible to apply.

1. Effective August 1, 2004, the Board exercised its right to leave the State Health Benefit Plan and provided coverage under Horizon Blue Cross Blue Shield of New Jersey (which was equal to or better than the coverage provided under the Comprehensive Blue Cross and Blue Shield with Rider J and full Major Medical Coverage under the plan provided by the State of New Jersey Public School Employees' Health Benefits plan.) Two plans were offered: Traditional Coverage and the Open Access POS Plan (Direct Access). The POS plan offered 100% in-network coverage with a \$5 co-pay and 70%/30% out-of-network coverage of reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage as well as \$2,000 out-of-network out-of-pocket maximum for single coverage and \$5,000 out-of-network out-of-pocket maximum

for other coverage. The Board continued to bear 100% of the premium cost of the new medical benefit plan for all eligible employees and their eligible dependents.

2. All employees hired to begin working on or after July 1, 2005 will be eligible to enroll into the Open Access POS Plan (Direct Access). This plan, for all eligible enrolled employees, offers 100% in-network coverage with a \$5 co-pay and 80%/20% out-of-network coverage for reasonable and customary charges with \$100 deductible for single coverage and \$250 deductible for other coverage and \$1,000 out-of-network out-of-pocket maximum for single coverage and \$2,500 out-of-network out-of-pocket maximum for other coverage.
3. All employees hired to begin working on or before June 30, 2005 will have the opportunity to participate in an open enrollment for an effective date of July 1, 2005 should they choose to change coverage. After the Board established open enrollment period for the July 1, 2006 effective date, no further opportunity to enroll in the Traditional plan will be available to employees. However, those employees enrolled in the Traditional Plan effective July 1, 2006 are grandfathered into this plan. These individuals will be allowed to switch out of this plan into the Open Access Plan at any time.
4. On January 1, 2005, the Board elected to initiate the Section 125 Plan. Under that Plan, effective July 1, 2005, all employees shall have the opportunity to opt-out of the district's health benefit plan and receive 50% of the premium cost for the coverage that the employee would otherwise be entitled to receive under the Open Access POS Plan (Direct Access). These payments will be made to the eligible employees twice

per year, once in June and once in December. The opt-out decision will need to be made on an annual basis. This may be revoked by the employee should a change occur in that individual's coverage status at any time during the plan year.

5. The Board shall provide for each teacher, upon enrollment, a description of the health care insurance coverage provided under this article which shall include a clear description of conditions and limits of coverage.

**B.** The Board shall provide effective July 1, 1988, 100% of the premium cost of dental coverage for employees under the 100%-80%-50%-Delta Dental Plan of New Jersey. It is understood that the Board may substitute comparable coverage under any other plan at any time in its sole discretion. In addition and effective July 1, 1988, or as soon thereafter as may be practicable, the Board shall provide the above upgraded dental coverage for employee's eligible dependents. The Board shall pay 25% of the premium. In addition, effective July 1, 1989 the Board shall pay 100% of the premium cost of the coverage with the Board's liability for said payment capped at the premium rate for school year 1989-90.

**C.** The Board shall provide at no cost to its employees long term disability coverage for those unable to work for medical reasons the cause of which is not work-related accident or injury. An employee who is certified as being unable to work for medical reasons must serve a waiting period of ninety (90) calendar days or use all accumulated sick time, whichever is greater. The Board, through this long-term disability plan pays sixty-five percent (65%) of the employee's salary until age 65, less any other benefits such as Social Security disability payments.

## **ARTICLE XI.**

### **PROTECTION OF EMPLOYEES.**



A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

B. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, shall act in appropriate ways as liaison between the employee, the police and the court.

## **ARTICLE XII.**

### **EMPLOYMENT PROCEDURES.**

A. Depending on the position, contracts are to be offered on a ten (10) or twelve (12) month basis.

**B. Resignation.**

1. An employee who is resigning from his position shall give thirty (30) days prior written notice.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full thirty (30) day notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

**C.** Notice of vacancies and promotional opportunities.

1. Notice of vacancies and promotional opportunities within the school district shall be forwarded to the Association for posting upon receipt when school is in session.
2. Employees interested in applying for any of these vacancies may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association. Such positions shall not be filled during the ten (10) day period.
3. Employees who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them. A copy of this notice shall be mailed to the Association. Upon receipt of this notice of vacancies and promotional opportunities, the employee should phone immediately about his/her interest in such position and then apply formally by return mail.
4. Notice of the selection of the successful candidates will be sent to all applicants and the Association.

### **ARTICLE XIII.**

#### **PERSONNEL RECORDS.**

**A.** An employee may request in writing a review of his personnel file at the end of a one year period. A tenure employee may remove derogatory or obsolete material retained beyond three (3) years. An employee may supplement his folder with pertinent material.

**B.** Final evaluation of an employee upon termination of his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise then in accordance with the procedure set forth in this Article.

**C.** All evaluations shall be conducted openly. No mechanical devices shall be used for the purpose of eavesdropping.

### **ARTICLE XIV.**

#### **SALARIES AND FRINGE BENEFITS.**

**A.** The salaries of all Administrative Assistants, secretaries, aides and technicians are covered by this Agreement and are set forth in Schedules which are attached hereto and made a part hereof.

**B.** Members may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid on the final payday or according to a savings bank plan as requested by the member.

**C.** Members employed on a ten (10) month basis are to be paid in twenty (20) installments. Members employed on a twelve month basis are to be paid in twenty four (24) installments.

**D.** When a payday falls on a school holiday, vacation or weekend, members shall receive their paychecks on the last previous workday.

**E.** All employees covered by this contract shall receive eighty percent (80%) tuition reimbursement payments for undergraduate school for successfully completed courses with prior approval by the Superintendent. To be covered by this provision, employees must work a minimum of twenty (20) hours per week.

**F.** Employees in the unit shall be reimbursed at the prevailing IRS approved rate of cents per mile for use of their personal vehicle for travel on business of the Board of Education when they have obtained approval from the Superintendent in advance of such travel.

## **ARTICLE XV.**

### **MISCELLANEOUS PROVISIONS.**

**A. Nondiscrimination.**

The Board and the Association agree that neither shall discriminate in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, disability, gender or sexual orientation, except where there is a bona fide occupational qualification.

**B. Board Policy.**

This Agreement constitutes a 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.

All Board rights and powers in effect prior to the effective date of this Agreement shall remain in effect unless specifically, limited by this Agreement.

**C. Savings Clause.**

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 this 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 modified by the Board in the exercise of any right or function which was within the Board's authority prior to the effective date of this agreement.

**D. Copies of Agreement.**

Copies of this Agreement shall be reproduced at the expense of the Board, which shall then be presented to all employees now employed or hereafter employed by the Board. By mutual agreement, copies shall be printed at the expense of the Board (50%) and the Association (50%) within sixty (60) days after the Agreement is signed, which shall then be presented to all employees now employed and hereafter employed during the term of this contract.

**E. No Strikes or Stoppages.**

During the term of this Agreement the Association, its officers and members agree that individually or collectively they will not undertake any work stoppage, slowdown, picketing or interference with the normal operation of the school. Failure to report to work because of picketing or because of a dispute between the Board and another employee organization is a violation of this Agreement.

**F. Compliance between Individual Contract and Master Agreement.**

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

**G. Notice.**

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board at 108 Stirling Road, Warren, New Jersey 07059.
2. If by Board to Association at 108 Stirling Road, Warren, New Jersey, 07059

**ARTICLE XVI**

**AMENDMENT AND DURATION OF CONTRACT**

**A.** In the negotiations leading to the signing of this contract, all parties interested had the right and opportunity to discuss all matters, which may be the subject of collective bargaining. This agreement constitutes the entire understanding of the parties. During the term of this agreement, neither party shall be obligated to bargain with respect to any subject or matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either party at the time of negotiation or execution of this agreement.

**B.** 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.

**C.** This Agreement shall remain in full force and effect **from July 1, 2004 through June 30, 2005 and from July 1, 2005 through June 30, 2008.**

**Signed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.**

\_\_\_\_\_  
Barbara Vitarius, Board President

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Brian Furry, President, WHREA

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Donald Sternberg, SBA/Board Secretary

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Daniel Root, Past President, WHREA

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Andrew Horun, Negotiations Chair