

2583

**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF WARREN TOWNSHIP
COUNTY OF SOMERSET, NEW JERSEY**

and

WARREN TOWNSHIP EDUCATION ASSOCIATION

For the School year July 1, 1995 to June 30, 1998

Covering Secretarial/Paraprofessional Employment

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PREAMBLE

This agreement entered into this day of November, 1995 by and between the Warren Township Board of Education, Warren, New Jersey, hereinafter called the "Board", and the Warren Township Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Revised Statutes 34:13A-1 et seq., mutually agree as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for office personnel under contract, on leave or employed by the Board as included herein:
1. Attendance officer: as per Title 18A
 2. Secretaries: Elementary school offices
Middle School offices
Student Personnel Services Office
 3. Clerk Typist: Any of above offices
 4. Paraprofessionals: All paraprofessionals who work in classrooms, libraries, offices, and/or who perform lunch, playground, and/or bus duties.

Excluded from the unit shall be all secretaries in the Superintendent's office and Board of Education office and all accounting personnel.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in this negotiation unit as defined above; the term "secretary" shall refer to personnel listed in A.1 through A.3 above and the term "paraprofessional" shall refer to personnel referred to in A.4 above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a procedure in accordance with Revised Statutes 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee's employment. Such negotiations shall begin as required by law. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be ratified by a full majority of the Board and the Association.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter-proposals.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment as stated in this Contract of an employee or group of employees covered by the contract and/or a complaint that there has been an alleged violation, misapplication, or misinterpretation of any of the provisions of this Agreement or of any Board policy or administrative decision rendered thereunder. The term "grievance" shall not apply to any matter where (a) a method of review is prescribed by law or State Board rules; (b) the Board of Education is without authority to act; (c) a complaint relates to the non-renewal or termination upon notice of a non-tenured employee's contract.

- B. The purpose of this procedure is to secure, at the lowest possible level and at the earliest possible time, equitable solutions to the problems which may affect employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

- 1. 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, the time limits set forth herein may 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. The time periods set forth in these procedures are intended to be maximum limits. Every effort shall be made to expedite the procedure.

2. Level One

The grievant shall first discuss the grievance with his/her immediate superior within fifteen (15) work days of its occurrence to resolve the matter informally. The grievant should submit in writing to his/her immediate superior the nature of the grievance and the remedy sought at this time. The immediate superior shall respond in writing to the grievant within five working days of the Level One meeting.

3. Level Two

If the grievant wishes to proceed to Level Two, he/she must forward his/her grievance, in writing, to the Superintendent within five work days of the receipt of the Level One response and so notify the Level One administrator in writing. Failure to do so means the issue is resolved. The Superintendent shall meet with the grievant and/or his /her representatives within ten work days of the receipt of the grievance. At his/her discretion, the Superintendent may require the presence of the immediate superior at that meeting. The Superintendent shall respond, in writing, to the grievant within five work days of the Level Two meeting.

4. Level Three

If the grievant and/or his/her representatives wish to proceed to Level Three, he/she must forward his/her grievance, in writing, to the Board of Education within five work days of his/her receipt of the Level Two response and so notify the Superintendent. Failure to do so means the issue is resolved. Within ten working days of the receipt of the grievance, the Board shall notify the grievant, in writing, as to whether or not a hearing will be held. If a hearing is set, it must be held within twenty work days of the Board's receipt of the grievance. The grievant and/or his/her representatives would meet with the Board and/or its representa-

tives. The Board's decision shall be communicated, in writing, to the grievant within five work days of this meeting. If a hearing is not set, the Board's decision shall be communicated, in writing, to the grievant within 30 work days of the Board's receipt of the grievance.

5. Level Four

- a. A grievance to proceed to Level Four must be concerned with the interpretation or meaning or application of any of the provisions of this Agreement.
- b. If the grievant wishes to proceed to Level Four following a hearing by the Board, he/she must request, in writing, within five work days of the receipt of the Level Three response that the Association submit the grievance to advisory arbitration. Failure to do so means that the grievance has been resolved.

If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen work days after receipt of a request by the grievant and so notify the Board. Failure to submit means that the grievance is resolved.

- c. Within ten work days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period a request may be made to the Public Employment Relations Commission by either party to select an arbitrator.

The arbitrator shall confer with representatives of the Board and grievant and begin hearings as soon as can be arranged. He/she shall then be restricted to considering only the question(s) submitted to him. The arbitrator shall issue his recommendations within thirty calendar days after he/she has concluded the hearings.

- d. The arbitrator's recommendation(s) shall be advisory and shall be submitted to the Board and to the grievant in writing and shall

set forth his findings of fact, reasoning, and recommendations only on the issue(s) submitted.

- e. The cost for the services of the arbitrator, including per diem expenses, if any, subsistence expenses, actual and necessary travel shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 6. The filing of a grievance does not relieve the grievant of the responsibility for complying with the administrative directive until such time as the grievance is resolved.

D. Miscellaneous

- 1. When an employee is not represented by the Association, the Association shall have the right to be present, and to state its views.
- 2. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated representatives unless otherwise provided by law.
- 3. Any grievant shall file his/her grievance on the form attached to and made part of this Agreement.

ARTICLE IV

EMPLOYEE AND BOARD RIGHTS

- A. Employee rights shall be as provided by law.
- B. All rights, powers, duties and responsibilities of the Board prior to this Agreement shall continue except as limited by the Agreement and then insofar as the limitations are legal. The Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline, and promotion of employees, the direction of school operations and the determination of the methods, means, and personnel by which such operations are to be conducted and to take whatever actions may be necessary to accomplish the missions of the school district.
- C. No tenured secretary shall be disciplined, reprimanded, reduced in rank, or

have increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public (unless so requested by the employee in accordance with the Sunshine Law) until formal action is taken by the Board, and shall be subject to the grievance procedure herein set forth.

- D. Any criticism by a Supervisor or Administrator of an employee herein shall be made in confidence and not in the presence of students, parents, or other public gatherings if at all possible.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 report, agendas and minutes of all public Board meetings, secretary and paraprofessional census data (if the Board has such data), individual and group health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all secretaries and paraprofessionals.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any secretary participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.
- C. The President of the Warren Township Education Association shall be granted two days per semester (a total of four days per school year) to conduct Association business. Additional days may be authorized in the sole discretion of the Superintendent. These days shall not be in addition to the days to which the President is entitled under the collective bargaining agreement with the Teachers.
- D. Secretaries-Paraprofessionals Administration Liaison Committee (SPALC). This committee shall consist of the Superintendent, who serves as chairperson, and a representative from each school selected by the Association. The committee's function would be to review and discuss local school problems and practices and to make recommendations as to their correction and solution. This committee shall meet two times per year.

ARTICLE VI

WORKING CONDITIONS

A. Hours

1. A normal work week for employees in those personnel units designated in Article I shall consist of five (5) working days.
2. A normal work week shall consist of 37 ½ hours (excluding lunch).
3. Paraprofessionals shall work between 8:00 A.M. and 4:30 P.M., as required.

B. Overtime

1. At the request/approval of the immediate superior, an employee who works more than 37 ½ hours in any one week shall be compensated on the basis of time and one-half for each hour beyond the 37 ½ hours worked in that week. Holidays falling within the work week shall be considered as days worked.

For legal holidays worked there shall be given equal compensatory time off.

C. All summer secretarial employment opportunities shall be offered to interested secretarial members of the Association before being offered to persons who are not members of the unit. When more secretaries apply for summer employment than there are positions available, available positions shall be assigned on the basis of seniority. Secretaries interested in summer employment shall so indicate to the Superintendent by May 1. Notification shall include any period of time during the summer when the individual would not be available for employment.

1. Summer employment shall be paid pro rata of the current salary guide.

D. Inclement Weather/Emergency Closings

1. When the school is closed due to inclement weather, secretaries will be expected to make every reasonable effort to get to work. Delayed arrival

will be acceptable.

2. Paraprofessionals shall not be required to be in attendance when school is closed.
- E. If a secretary is asked to work beyond June 30, the secretary will have no obligation to do so, but if the secretary does work beyond June 30, she/he will have the option of being paid or given compensatory time at the secretary's option. If the secretary elects compensatory time, the time when the compensatory time shall be taken will be agreed upon with the Principal at the time the secretary agrees to work past June 30. If the secretary elects to be paid, the payment shall be based upon the salary guide in effect as of July 1 for the new school year. Secretaries will be obligated to report to work, if requested to do so, two weeks prior to the first day that pupils attend school. For such work they will be given compensatory time. The time will be taken when school is not in session, presumably during the Christmas vacation or winter vacation, at a time to be agreed upon with the Superintendent.
- F. Neither ten nor twelve-month secretaries will be required to report for work on the N.J.E.A. Convention days.

ARTICLE VII

SALARIES AND FRINGE BENEFITS

- A.
1. Salaries will increase 4.5% in school year 1995-96, 4.4% in school year 1996-97 and 4.3% in school year 1997-98 in accordance with the salary guides attached hereto. In the event of savings in medical premiums in accordance with paragraph D below, these guides may increase in school years 1996/1997 and 1997/1998.
 2. Ten month employees may individually elect to have approximately twelve (12) percent of their monthly salary deducted from their pay. These funds shall be deposited in the employee's name in the Board's bank of record, and may be withdrawn by the employee at any time.
 3. Employees employed on a ten-month basis are to be paid in twenty (20) semi-monthly installments.
 4. When a payday falls on or during a school holiday, vacation or weekend,

employees shall receive their paychecks on the last previous working day.

5. Ten-month employees shall receive their final check on or before June 30.
- B.
1. With prior approval of the Superintendent, secretaries shall be reimbursed 100% of tuition costs not to exceed 100% of the current State University tuition for all successfully completed relevant courses. The maximum liability or exposure to the Board for tuition costs shall not exceed \$3,000 in each year of the contract.
 2. Effective July 1, 1993, with prior approval of the Superintendent, Paraprofessionals shall be reimbursed 100% of tuition cost not to exceed 100% of the current State University tuition for all successfully completed relevant courses. The maximum liability or exposure to the Board for tuition cost shall not exceed \$3,000 in each year of the contract.

C. Medical Insurance

The Board shall provide full medical insurance for Employees and their dependents. However, no medical insurance benefits shall be granted to part-time Employees working fewer than 20 hours per week with the exception of those hired prior to the change of carrier in 1985-1986. The protection shall be comparable to that provided by the New Jersey State Health Benefits Plan, provided, however, the Employees agree to a mandatory second surgical opinion and a preadmission certification and continued stay review consistent with the policies of the insurance carrier. The Association agrees to undertake an educational program to inform Employees of the benefits available from switching from the traditional plan to a DPP plan and of the savings that can be achieved by switching to a DPP plan as well as from reducing the type of coverage an Employee has. Meetings devoted to this educational program will not be counted toward in-service time or other time to which the Board of Education is entitled. If an Employee changes the type of coverage to which the Employee is entitled under this Agreement (for example, from traditional to DPP or from family to individual coverage), the employee will be entitled during school year 1995-96 to receive a direct payment of 40% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier. A decision shall

be made by the Employee concerning changes in coverage for school year 1995-96 by September 30, 1995. In the second and third years of this Agreement, however, 25% of the premium savings shall be paid directly to the Employee and 25% of the savings shall be used to increase the salaries otherwise payable on the salary guides attached to this contract. Employees who wish to change coverage for school year 1996-97 and 1997-98 must notify the board by May 1 of each year preceding the school year in question so that the dollar amount of the savings can be computed and placed on the salary guide for the following school year.

Notwithstanding the other provisions of this paragraph, an Employee who is hired after May 1 and elects to take less medical insurance coverage than the Employee would be entitled to receive, the Employee shall be entitled to receive a direct payment of 40% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier until the end of the school year in which the Employee can make an election on May 1. In subsequent school years the employee will be treated the same as all other Employees.

In May of each year after the total amount of savings is known, the total savings shall be divided by the number of full time equivalent Employees in the district on May 1 and the resulting amount shall be added to each step on the salary guide for the following school year. Notwithstanding the foregoing, the increase available for Employees in total (taking into account the percentage increase referred to in Article VII, paragraph 1, for the school year in question plus the total savings from medical insurance savings) shall not exceed 5% over the base salary of the preceding school year. The base salary for computing the cap for secretaries for school year 1996-97 is \$226,222 and the base salary for computing the cap for secretaries for school year 1997-98 is \$236,176. The cap for paraprofessionals shall be 5% in school year 1996-1997 and 1997-1998.

Employees who have changed their type of coverage will be allowed to restore their coverage on an immediate basis without the necessity of health questionnaires for themselves or their family members in the event of a hardship. Reentry for hardship applies only in the following situations which result in the loss of coverage through a

spouse: Termination of employment, legal separation (a copy of the decree is required), group contract/policy terminated, divorce (a copy of the decree is required), death (a copy of the death certificate is required), or military discharge (Form DD214 is required). In addition, any employees who have changed their type of coverage may automatically restore the coverage by applying during the enrollment period each year. It will not be necessary for any Employees or their family members to complete a Statement of Health (proof of insurability) to restore coverage during the enrollment period.

D. Vacation for 12 Month Secretaries

1. Those hired prior to September 1 shall receive 10 days vacation during July and August next.

Those hired after September 1 shall receive 10 days prorated to be taken during July and August next.

2. Effective July 1 or the next year such secretaries as defined in D.1 above shall receive 12 vacation days during July and August next.
3. At the end of their fifth year of employment, secretaries shall receive 18 vacation days during July and August next. At the end of their eleventh year of employment, secretaries shall receive 20 vacation days during July and August next.

E. Holidays

1. Ten-month Secretaries shall be entitled to the following 13 paid holidays:

Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Years Eve Day
New Years Day
Martin Luther King's Birthday
President's Day

Good Friday
Memorial Day
and two days to be mutually agreed upon by the parties.

2. Twelve-month Secretaries shall, in addition to the 13 days identified in Paragraph 1 above, be entitled to Independence Day as a paid holiday.

3. In formulating its school calendar, should the district elect to keep school open on any of the holidays specifically identified in Paragraphs 1 and 2 (above), such holiday will be added to the number of days to be mutually agreed upon.

4. Paraprofessionals shall be entitled to four (4) holidays with pay:

Thanksgiving Day
Thanksgiving Friday
Good Friday
Memorial Day

F. Those employees who can show a valid first aid certificate shall be paid \$300 per year additional compensation for each year of the contract and will be available to render first aid during the school day.

G. If a reduction in force results in a paraprofessional losing his/her job, the paraprofessional shall be entitled to the following benefits if he/she has a minimum of ten years of employment in the district as of the date of termination:

(1) A paraprofessional with twenty or more years of employment in the district shall receive three months of salary and three months of health insurance benefits after the date of termination.

(2) A paraprofessional with not less than ten or more than nineteen years of employment in the district shall receive two months of salary and two months of health insurance benefits after the date of termination.

H. If a secretary or paraprofessional serves as an instructor in a staff development program approved by the Superintendent, the secretary or paraprofessional shall be compensated at the rate of bedside instruction for each hour of

instruction time. If courses are offered in the Board's Staff Development Program, which are directly related to the work of secretaries and/or paraprofessionals, a record shall be maintained of the secretaries and/or paraprofessionals who take any such courses. During the term of this agreement there will be no additional compensation or other benefit received by any secretary or paraprofessional taking such courses.

ARTICLE VIII

TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of employee vacancies and promotional opportunities within the school district shall be forwarded to the Association president for posting upon receipt, when school is in session. Employees interested in applying for any of these positions may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

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.

- B. Employees may request a transfer within the school district by notifying their school principal or immediate superior in writing prior to February 15 for the following school year.
- C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the secretary affected, if that secretary can be reached. Notices of such transfers will be given to the secretary involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.
- D. R.I.F. Clause

Those tenured secretaries whose employment is terminated due to reduction in force shall have priority based upon their previous seniority for reemployment as vacancies occur. The provisions of this Article shall not extend beyond two (2) years of the effective date of said termination of employment. Persons affected must maintain a current address and/or phone number with the Board. When an offer of reemployment is made the individual must respond within

thirty (30) days or the offer can be made to a former employee of less seniority or lacking same, for public hire.

ARTICLE IX

SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than six years service in Warren Township.
 2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the employee's continuous employment by the Board (18A:30-3, 3.1).
 3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township. These shall be cumulative.
 4. Employees while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
 5. Employees who are absent for personal illness for five or more consecutive days shall supply written evidence from a licensed physician attesting to his/her illness and fitness for resumption of duties. In addition, the Board of Education shall have the right to give any individual employee advance written notice that he/she will be required thereafter to provide written evidence from a licensed physician attesting to his/her illness regardless of the number of days of absence due to the illness.
- B. Any employee whose personal illness extends beyond the period compensated under Article IXA shall have a salary deduction at the rate of 1/200th of the employee's yearly salary or the cost of a substitute at the discretion of the Board. Upon return from leave, he/she shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time

employees shall be prorated.

C. Payment for Unused Sick Leave

Upon retirement after 20 years of service to Warren schools, a one time payment shall be made. The payment shall be as follows. Unused accumulated sick leave by secretaries shall be compensated at the daily rate of eighteen dollars (\$18) for the first one hundred (100) days; nineteen dollars (\$19) for the second one hundred (100) days and twenty dollars (\$20) for all accumulated days over 200.

Beginning July 1, 1992 unused sick days accumulated by paraprofessionals shall be compensated at the daily rate of ten dollars (\$10) for the first one hundred (100) days; twelve dollars (\$12) for the second one hundred (100) days and fourteen dollars (\$14) for all accumulated days over 200.

In the event of the death of an eligible employee, payment shall be made to his/her estate.

- D. Any paraprofessional or secretary who compiles sixty (60) consecutive full working days of perfect attendance earns "1" day. This day may either be added to cumulative sick leave or reimbursed at the rate of \$55 for secretaries or \$35 for paraprofessionals, at the option of the employee, payable annually.
- E. All employees shall be entitled to one "family illness" day effective with the 1994-95 academic year. Unused family illness days shall be added to the employees' accumulated sick leave. Family illness days may be utilized where a personal presence is advisable because of the critical illness of (a) a parent, or (b) a spouse, or (c) a child, or (d) a member of the family living in the teacher's household. An informal explanation identifying the family member and the nature of his or her illness will be provided upon request.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

- A. Upon approval by the Administration

1. Five days per occasion if required for death in the immediate family (spouse, child or parent).
2. Three days per occasion, if required, for death of brother, sister, mother-in-law, father-in-law, grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other members of household. (Household members shall be limited to a maximum of two individuals listed on the employee's emergency card, when such individuals are members of the household.)
3. Up to 3 days for the conduct of personal affairs which cannot be handled outside of school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of the employee's school term. Application to the employee's superior shall ordinarily be made at least three (3) days prior to the leave. Maximum allowance - three (3) days per year. No reason required for two of the three days.
4. Unused personal leave days in any year can be added to the employee's unused accumulated sick leave on the following basis: (1) if zero personal days are used, 2 days can be added; (2) if one personal day is used, one day can be added; (3) if two personal days are used, none can be added as accumulated sick leave.

B. Upon approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature. Not applicable for paraprofessionals.
2. For jury duty, maximum allowance is required.
3. For appearance in any legal proceeding connected with the employee's employment or with the school system, except where an employee is suing the Board, or in any other legal proceeding, if the employee is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.
4. Full pay shall be paid by the Board for temporary (not to exceed 90 days in any one year) duty with any unit of the U.S. Reserves or the State

National Guard provided such obligation cannot be fulfilled when school is not in session.

5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. Deduct cost of substitutes. Not applicable for paraprofessionals.
- C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. All requests, extensions or renewals of extended leaves without pay shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.
- B. Maternity Disability
1. The Board shall grant sick leave for the period of actual disability approximately one month prior to delivery and one month subsequent to delivery associated with pregnancy and birth to pregnant secretaries/paraprofessionals on the same terms and conditions governing leaves of absence for illness or medical disability. The pregnant secretary/paraprofessional will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
 2. Any pregnant secretary/paraprofessional who does not elect to take child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able to do so.
 3. The Board may require a secretary/paraprofessional during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which the secretary/paraprofessional has been assigned.
 4. In the event of any question as to the medial condition of the pregnant

secretary/paraprofessional, a conference shall be arranged between the Board's physician and the secretary/paraprofessional's attending physician.

5. No secretary/paraprofessional shall be required to leave work because of pregnancy at any specific time prior to expected child birth or be prevented from returning to work after child birth solely on the ground that there has not been a time lapse of specific duration between child birth and the desired date of return.
6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant secretary/paraprofessional for any cause not related solely to her pregnancy.
7. The Board has the right to remove any pregnant secretary/paraprofessional from her daily duties on any one (1) of the following criteria:
 - a. Her performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if the pregnant secretary/paraprofessional fails to produce a physician's certificate that she is medically able to continue working or the Board's physician concludes that she is unable to continue working.

C. Child Rearing

The Board of Education shall grant to secretaries child-rearing leave without pay in accordance with the following procedure.

1. All initial applications for and applications for extensions or reductions in child rearing leave shall be made in writing to the Superintendent.
2. Any secretary intending to apply for child rearing leave shall advise the Superintendent of the fact of her pregnancy and/or of her/his prospective plans for taking child rearing leave and the best estimate of when the child rearing leave will commence and terminate. The

secretary shall request child rearing leave of the Superintendent in writing at least 60 days prior to the date the leave is to commence.

3. The request for child rearing leave shall specify the date when the secretary wishes the leave to commence and terminate.
4. Child rearing leave shall be granted for a period of up to the end of the academic school year in which the child rearing leave commences and an additional school year may be granted upon the request of a secretary under tenure. A secretary on child rearing leave shall notify the Superintendent in writing of the intention to return to the District by March 1 of the school year preceding the school year in which the secretary intends to return to the District or 60 days prior to said intended return date, whichever is sooner.
5. A secretary returning on the first day of the school year in September from child rearing shall be placed in her/his previously held position if available and administratively feasible, or in as comparable a position as possible.
6. Any secretary who has applied for and received child rearing leave, may reapply for permission to return to employment during any academic school year for which such leave was granted and such leave may thereupon be terminated by the Board at its sole discretion.
7. Time spent on child rearing leave of absence shall not count towards salary guide placement, experience, seniority, sick leave accumulation, tenure accrual, etc.
8. Anyone who accepts child rearing leave after January 31 in any given school year is given credit on the salary guide for a full year upon returning to the District. No credit on the salary guide shall be given for any child rearing leave commencing January 31 or prior to January 31 in any given school year.
9. A secretary receiving child rearing leave shall not accept full-time employment or undertake full-time graduate study during all or part of the period of the child rearing leave. This provision shall cease to be operative at such time as the secretary shall have been denied his/her request under Paragraph 6 above to return to employment.

10. Adoption. Any secretary adopting a child of preschool age shall receive a leave similar to child rearing leave as a result of child birth, which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
 11. The Board is not required to continue employment of a non-tenured pregnant secretary beyond the year in which the leave is taken. The child rearing leave time period shall not be counted for tenure purposes.
- D. Child rearing leave for paraprofessionals shall be in accordance with law.

ARTICLE XII

DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for Warren Township Education Association, the Somerset County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of said associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public laws of 1967 (N.J.S.A. 52:14-15.9e) under rules established by the State Department of Education.
- B. 1. Representation Fee
- A representation fee not to exceed 85% of the established Association dues is payable by those members of the representation unit who choose not to belong to the Association. These deductions shall be made in accordance with New Jersey State statutes.
2. Liability
- The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:
- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

- (b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

3. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract between the Board and an individual employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. If any part of this negotiated contract becomes illegal it shall automatically be removed from the force of the contract. The rest of the contract shall remain in force. In the event that any item so removed shall be restored to legality, the item shall automatically be returned in full force within the contract.
- C. Copies of this Agreement shall be duplicated within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board. The cost of such duplication shall be shared equally by the Board and the Association.

ARTICLE XIV

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This contract shall remain in full force and effect from July 1, 1995 to June 30, 1998.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement shall be made retroactive to the date the new Agreement would otherwise have become effective.
- D. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations. Neither party, during the term of this Agreement, shall be required to negotiate with respect to any such item that was or could have been the subject of negotiations.

SECRETARY EVALUATION

All secretaries shall be evaluated by the administration at least once each year. The secretary shall meet with the evaluator to discuss the evaluation. At the time of the meeting, the secretary may add appropriate comments to the evaluation form. The secretary shall sign the evaluation form at the time of the meeting. The affixing of this signature shall acknowledge that she has met with the evaluator and reviewed the evaluation by affixing her signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.

- A. The Board of Education may withhold for inefficiency or other good cause all or part of the employment increment of any secretary, in any year, by a majority vote of all members of the Board of Education. Written notice of such action, together with reasons therefore, shall be given to the secretary concerned.
- B. The immediate superior and/or principal shall prepare a written recommendation for the withholding of an increment. The immediate superior

and/or principal shall provide the secretary against whom the recommendation is made with a written notice of the alleged cause(s) for the recommendation specifying the nature thereof, with such particulars as to furnish the secretary with an opportunity to correct and overcome the same within a time period specified by the principal.

- C. The specified time having expired, and no satisfactory resolution having been reached, the immediate supervisor and/or administrator shall send a copy of the recommendation to the Superintendent.
- D. Once a recommendation is forwarded to the secretary and the Board, the secretary may, within ten school days, file a grievance commencing at the principal level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in this Agreement.
- E. Any action by the Board to withhold an increment, or any part thereof, shall be subject to appeal to the Commissioner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed on this day of January, 1996.

WARREN TOWNSHIP
EDUCATION ASSOCIATION

WARREN TOWNSHIP BOARD
OF EDUCATION

By: *G. Marguerite Zetter*
G. Marguerite Zetter, Pres.

By: *Charles J. Cohen*
Charles Cohen, President

By: *Mindy Harris*
Mindy Harris, Secretary

By: *Murray S. Peyton*
Murray S. Peyton, Secretary

10 Month Secretary Salary Guide				12 Month Secretary Salary Guide			
Step	95-96	96-97	97-98	Step	95-96	96-97	97-98
0	18158	18436	18714	0	22209	22167	22125
1	18945	19218	19491	1	23129	23078	23026
2	19766	20032	20300	2	23996	24026	23965
3	20667	20882	21142	3	24876	24967	24941
4	21645	21789	22019	4	25771	25935	25957
5	22706	22754	22933	5	26814	26931	27015
6	23913	23780	23885	6	27939	28025	28115
7	24866	24901	24876	7	29147	29183	29261
8	25767	25914	25909	8	30371	30407	30453
9	27085	26924	26984	9	31679	31665	31694
10	28402	28166	28104	10	33073	32991	32985
11	29720	29409	29270	11	34552	34387	34329
12			30485	12	36050	35854	35727
					37758	37361	37183
					39396	39050	38698

PARAPROFESSIONAL HOURLY RATE GUIDES 1995-96 THROUGH 1997-98

GUIDE III (Multi Duty)				
STEP	1995-1996	1996-1997	1997-1998	
A	\$7.20	\$7.20	\$7.20	
B	\$7.60	\$7.60	\$7.60	
C	\$8.00	\$8.00	\$8.00	
D	\$8.45	\$8.40	\$8.40	
E	\$8.95	\$8.85	\$8.80	
F	\$9.49	\$9.35	\$9.25	
G	\$10.05	\$9.90	\$9.75	
H	\$10.65	\$10.45	\$10.30	
I	\$11.30	\$11.05	\$10.87	
J	\$11.94	\$11.70	\$11.47	
K	\$12.63	\$12.40	\$12.12	
L	\$13.33	\$13.10	\$12.82	
M		\$13.80	\$13.57	
N			\$14.32	
Longevity stipend after 10 years of service 25 cents per hour.				

GUIDE IV (Classroom)				
Guide Step	1995-1996	1996-1997	1997-1998	
A	\$9.10	\$9.10	\$9.10	
B	\$9.62	\$9.62	\$9.60	
C	\$10.17	\$10.17	\$10.10	
D	\$10.77	\$10.72	\$10.70	
E	\$11.37	\$11.32	\$11.25	
F	\$11.97	\$11.92	\$11.85	
G	\$12.57	\$12.52	\$12.45	
H	\$13.22	\$13.12	\$13.07	
I	\$13.91	\$13.77	\$13.70	
J	\$14.61	\$14.47	\$14.35	
K	\$15.31	\$15.17	\$15.05	
L	\$16.01	\$15.87	\$15.75	
M	\$16.71	\$16.57	\$16.45	
N		\$17.27	\$17.15	
			\$17.90	
Longevity after 10 years of service 25 cents per hour.				
Teaching certificate stipend \$1.50 per hour.				