

**AGREEMENT**  
**BETWEEN THE**  
**NEPTUNE TOWNSHIP BOARD OF EDUCATION**  
**AND THE**  
**NEPTUNE TOWNSHIP PSYCHOLOGISTS ASSOCIATION**  
**FOR THE PERIOD**  
**JULY 1, 2006 TO JUNE 30, 2009**

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**PREAMBLE**

This agreement is entered into this 1<sup>st</sup> day of July 2006, by and between the Neptune Township Board of Education and the Neptune Township Psychologist's Association.

**ARTICLE I – RECOGNITION CLAUSE**

The Board hereby recognizes the Neptune Township Psychologist's Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all regularly employed Psychologists under contract, but excluding:

Per Diem Psychologists

Substitute Psychologists

All other certificated and non-certificated staff not specifically included

**ARTICLE II – NEGOTIATIONS PROCEDURE**

- A. In accordance with the Public Law, Chapter 123, the Board and Association shall meet and exchange proposals on a mutually established schedule. Following the exchange of written proposals the parties shall meet thereafter at reasonable times, to negotiate with respect to salaries and terms and conditions of employment.
- B. During negotiations, the Board and the Association shall possess relevant data, exchange points of view, and make proposals and counterproposals. In this connection, the Board will furnish the Association with information in the public domain as soon as possible after the receipt of a request for such data.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. In accordance with State Law, the Board agrees not to negotiate concerning employees in this bargaining unit with any organization other than the Association for the duration of this agreement.
- E. This agreement incorporates prior understanding of the parties on all matters which were or could have been 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 this 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.
- F. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reproduced in writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association.

## **ARTICLE III – GRIEVANCE PROCEDURE**

### **A. DEFINITION**

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions or Board Policy affecting a member or group of members.

### **B. PROCEDURE**

1. Filing a Grievance: A written grievance may be filed by an individual member or group of members, or by the Association. Any grievance must be lodged at the proper initiating level, within thirty (30) calendar days of the event.
2. Failure to Communicate a Decision: Failure at any step to communicate a decision on a grievance within the specified time limitation shall constitute acceptance of the grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. Informal Attempt to Resolve: Members who have a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent of Schools.
4. Level One – Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, the grievance shall set forth in writing to the immediate superior, specifying:
  - a. the nature of the grievance and article violated
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the result of previous discussion
  - d. the dissatisfaction with decisions previously rendered. The immediate superior shall communicate all decisions to the grievant in writing within five (5) work days of the receipt of the written grievance.
5. Level Two – Superintendent of Schools: The grievant, no later than five (5) work days after receipt of the immediate superior’s decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing, reciting the matter submitted to the immediate superior as specified above and the dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent of Schools shall communicate the decision in writing to the grievant and the immediate superior.

6. Level Three – Board of Education: If the Association finds for continuation, a request for a finding on the part of the Board of Education will be forwarded to said Board within a period of five (5) work days with all related documentation. The Board of Education, or a committee thereof, shall hold a hearing within fifteen (15) work days and render its decision in writing to the Association no later than fifteen (15) work days thereafter.
7. Right to Representation: Individuals shall represent themselves at the Superintendent of Schools' level. The Association has the right to be represented by legal counsel or representatives of the Association at any hearing of a grievance at the Board of Education level. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to personal grievances.
8. Separate Grievance File: All documents, communications and records dealing with the processing of the grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
9. Meetings and Hearings: No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of interest and the designated or selected representatives contemplated in this article.

#### **ARTICLE IV – MEMBERS' RIGHTS/ RIGHT TO FULL KNOWLEDGE**

##### **A. MEMBERSHIP RIGHTS**

1. The Board recognizes the rights of the members to form, join, and assist any member organization, or to refrain from such activity for the purpose of collective negotiations with the Board in accordance with the State Statutes.
2. Whenever any member is required to appear before the Board or any committee or member thereof, or the Superintendent concerns any matter which should adversely affect the continuation if that member is in his office, position, or employments or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting or interview.
3. No member shall be reprimanded or discharged without just cause. Any such action asserted by the Board or representation thereof shall be subject to the Grievance Procedure herein set forth.
4. The Board and the Association agree there shall be no discrimination, and that all practices, procedures and policies of the School System shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion,

transfer, or discipline of members or in the application or administration of this Agreement on the basis of race, creed, religion, national origin, sex, domicile, marital status, or age.

5. Any member who is required to attend an investigatory interview, scheduled by an agent of the Administration, and who has reasonable expectations to receive discipline as a result thereof, has a right to representation.

## B. RIGHT TO FULL KNOWLEDGE

1. The Board and the Superintendent of Schools subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that furthermore, he is entitled to receive such recommendations in writing that will assist him in increasing the effectiveness of his performance.
2. Evaluation instruments and procedures shall be developed by the Superintendent in consultation with the Association.
3. Evaluation
  - (a) A member shall be notified that an evaluation has been made.
  - (b) A member shall have the right to see his evaluation reports and have the right to a copy of all reports if he or she requests said copy.
  - (c) The employee shall have the opportunity to review and attach a rebuttal to any derogatory material that is to be placed in his/her personnel file.
  - (d) The Neptune Township Board of Education believes that complete personnel records should be maintained regarding all staff members. Copies of all evaluations, reports, requests for leave, absences, and other pertinent information will be kept in one file located in the Office of the Superintendent of Schools. A staff member may, by appointment, review his personnel file. Such materials as may be regarded as confidential by the Superintendent shall not be available for review. A file shall be checked for derogatory material that was not shown to the member and if any exists, it may be returned to the member's file only in accordance with the provisions of Paragraph C above.
  - (e) The employee shall sign any written evaluation that is to be placed in his / her personnel file. Signature indicates knowledge and receipt of the report, but not necessarily agreement with the report.

## **ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish the Association information in the public domain which may be required by the Association in performing its representation function. This information shall be made available as soon as is possible after receipt of the request from the Association.

- B. The Association and its representatives shall have the right to use School Buildings for meetings, provided that approval has been secured in the manner prescribed by the Board of Education for all other use of such facilities. Approval shall not be unreasonably withheld.
- C. The Association shall have the right to reasonable use of inter-school mail and school mailboxes. Open material shall receive prior approval of the Superintendent or his representative.
- D. State and national member organization representatives will first report to the Building Principal and secure permission before visiting the school or meeting with individual members, during school hours.
- E. The Association shall have the right to use school office equipment at all reasonable times. The Association shall supply all materials and supplies incidental to such use.

**ARTICLE VI – SCHOOL CALENDAR/HOLIDAYS/VACATIONS**

**A. MONTHS OF EMPLOYMENTS**

- 1. Unit members hired prior to July 1, 2006 may contract for either twelve (12) month employment or ten (10) month employment. Once a ten (10) month unit member elects twelve (12) month employment, he / she may not return to ten (10) month employment.
- 2. Unit members hired after July 1, 2006 shall be twelve (12) month employees.

**B. VACATION**

Vacation allowances for twelve (12) month unit members will be granted as follows:

- 1. Through ten (10) years of employment in-district: 3 weeks  
 After ten (10) years of employment in-district: 4 weeks
- 2. All earned vacation must be utilized during the year after it is earned. A minimum of two (2) weeks and a maximum of three (3) weeks must be taken in July and August. No days may be carried over into the following school year.
- 3. Members may take vacation days during the school year with the approval of the Superintendent of Schools. No vacation days will be approved by the Superintendent of Schools during the five (5) work days before and after school opens or the five (5) work days before and after school closes in each school year.

C. DAYS OF EMPLOYMENT

1. The work year for ten (10) month employees shall be the district’s ten-month employee calendar.
2. The work year for twelve (12) month employees shall be the district’s twelve-month employee calendar.

D. HOURS OF EMPLOYMENT

1. Effective July 1, 2006: Ten (10) and twelve (12) month employees shall work six and one half (6½) hours per day. A thirty (30) minute lunch break shall be included as part of the daily work hours.
2. Effective July 1, 2007: Ten (10) and twelve (12) month employees shall work seven (7) hours per day. A thirty (30) minute lunch break shall be included as part of the daily work hours.
3. Actual work hours may be arranged with the approval of the Superintendent of Schools.

**ARTICLE VII – SALARIES**

A. Ten month employee salaries shall be as follows:

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
<b>1</b>	\$49,988	\$50,988	\$52,027
<b>2</b>	\$50,988	\$51,988	\$53,027
<b>3</b>	\$51,988	\$53,028	\$54,067
<b>4</b>	\$52,988	\$54,068	\$55,149
<b>5</b>	\$53,988	\$55,108	\$56,230
<b>6</b>	\$55,238	\$56,298	\$57,312
<b>7</b>	\$56,738	\$57,698	\$58,699
<b>OG3</b>	\$57,668	\$59,975	\$62,374
<b>OG2</b>	\$70,876	\$73,711	\$76,659
<b>OG1</b>	\$77,636	\$80,741	\$83,971

B. Employees who hold or attain an earned Doctoral degree in the field of education (Ed.D. or Ph.D.) shall receive \$2,500 in additional salary added to the base salary.

C. Upon initial hire, placement on the guide shall be at the Board’s prerogative based upon recommendation of the Superintendent of Schools.

D. Twelve (12) month employee's salary shall be 10% more than that of ten (10) month employees.

E. Per Case/Per Hour Assignments

All per case Psychological Evaluation assignments and per hour work shall first be offered to unit members and at the discretion of the Supervisor(s) of Special Services and Programs. Summer per Case and Per Hour work shall be posted district wide by June 1<sup>st</sup>. The fee for these services shall be:

2006/2007	\$240 per case
2007/2008	\$245 per case
2008/2009	\$245 per case
2006/2007	\$36.00 per hour
2007/2008	\$37.00 per hour
2008/2009	\$38.00 per hour

F. Salary Payment

1. Split Net Pay – Split-net pay arrangements shall be discontinued and unit members shall be paid equal salary installments on the current 15<sup>th</sup> and last day of the month payroll schedule.
2. Ten (10) month employees shall be paid in twenty (20) equal monthly installments. Twelve (12) month employees shall be paid in twenty four (24) equal monthly installments.
3. When a payday falls on or during a school holiday, vacation, or weekend, members shall receive their paycheck on the last previous working day. Ten (10) month employees shall have their final check mailed to their home within one (1) week following the last day of a school year.
4. Direct/Electronic Deposit – Direct/electronic deposit salary option shall be made available to unit members.

G. Psychologists who do not work the full week will have their salaries pro-rated per their appropriate step on the salary guide.

H. The Board of Education will pay or reimburse for state and national dues of the School Psychologists Association.

## **ARTICLE VIII – INSURANCE BENEFITS**

Members and their dependents (to age 23) covered by this Agreement shall receive Hospitalization, Prescription, Dental and Vision Insurance paid for by the Board.

### **A. CHOICE OF MEDICAL PLANS**

Members may enroll in either of the following medical plans at their option:

1. Traditional Horizon Blue Cross/Blue Shield
  - > with a \$250/\$450 deductible
  - > with 20% of the first \$2,000 co-insurance
2. Horizon Blue Cross/Blue Shield Direct Access\*
  - > with a \$15 office co-pay for in-network benefits
  - > with a \$300/\$500 deductible for out-of-network benefits
  - > with co-insurance [out of network]: \$1,400 / \$2,800
  - > Chiropractic visits per benefit year: 60
  - > PT & Speech Therapy visits per benefit year: 60

### **B. VSP VISION CARE**

- > Signature Plan A: \$20 co-pay for exam every 12 months, \$20 Co-pay for materials every 24 months.
- > Employees selecting Traditional coverage will be entitled to Single coverage (with no option to purchase dependent coverage).
- > Employees selecting Direct Access will be entitled to full coverage (up to Family).

### **C. PRESCRIPTION PLAN**

\$6 generic and \$16 brand name retail co-pay for each prescription (maximum 30-day supply) and a \$0 mail order co-pay for each prescription (maximum 90-day supply).

### **D. DENTAL PLAN**

The District's current Dental Plan shall be continued with an increase in the annual benefit amount from \$1,000 per covered individual to \$1,250 per covered individual.

### **E. HEALTH INSURANCE WAIVER**

1. Members may elect to forgo all health benefits and receive a cash payment of \$2,500 for completely opting out of single coverage and \$5,000 for completely opting out of family coverage. An employee who opts out of family coverage but retains single coverage may receive a payment of \$2,500.

2. Payment shall be made pursuant to an IRS 125 Plan, which shall be established by the Board.
  3. Members must have health benefits from a spouse or other source, and proof of this coverage must be presented to the Business Administrator.
  4. Opt-out is required on a yearly basis. All members not filing for opt-out will automatically be enrolled in the current health benefits plan at the full benefit level in which they were previously enrolled and/or to which they are entitled.
  5. Members who have waived all or some of their health benefit coverage for a specific year may restore the above stated coverage by applying during the school year. The reinstatement date will be July 1<sup>st</sup> immediate following the application. It will not be necessary for any members or their families to complete a statement of health or have any proof of insurability to restore coverage.
  6. Members who have waived all or a portion of their medical benefit coverage will be allowed to restore such coverage on an immediate basis without completing a statement of health or having any proof of insurability for the members or their families in the event of a hardship or life altering event, which includes but is not limited to the following examples: termination of employment, legal separation, group contract/policy termination, disability of spouse that eliminates benefits, divorce, death of a spouse, or military discharge.
  7. If members opt to return under 6) above to the health benefit coverage during the school year, the opt-out payment shall be pro-rated accordingly.
  8. Any tax liability for opt-out money shall be the members' responsibility.
- F. After fifteen years of service in the Neptune Township School District and upon retirement (TPAF), members may retain the benefits of all hospital, medical, dental and optical (if PPO participant) insurance for themselves and their dependents provided by the Board to all active members at the individual expense of the retired member.

## **ARTICLE IX – LEAVES & ABSENCES**

### **A. SICK LEAVE**

#### **1. During Employment**

- a) Twelve (12) days of sick leave with pay for 10-month members and fifteen (15) days of sick leave with pay for 12-month members are allowed during a school year; the unused portion shall be cumulative annually.

- b) Records of absence because of personal illness will be maintained by the board Secretary.
- c) Members shall be notified of unused sick leave per current practice.
- d) Unused Personal Business Days shall be transferred to the Sick Leave Bank on an annual basis.
- e) Any unused Personal Business Days that, in any one year, would cause an individual's accumulated sick bank to increase by more than fifteen (15) days shall be accumulated in a separate bank of days, not usable by the employee while actively employed, but said days shall be added to the employee's total accumulated days for the payment of unused sick leave at retirement pursuant to section 3 of this Article.

## 2. Upon Hiring

- a) In accordance with Senate No. 12, Chapter 34, Laws of 1961, approved May 31, 1961, the Board of Education shall grant full credit for unused sick leave days which have been accumulated in another New Jersey State School District.
- b) This policy shall pertain to all members so affected in accordance with the following:
  - 1. A member desiring to transfer unused accumulated sick leave days shall submit to the Superintendent of Schools, within one (1) year of the date of new employment in Neptune Township, a certificate from the original employer stating such member's unused accumulation of sick leave days as of the date of job termination.
  - 2. The accumulation of sick leave days from another district shall be credited upon receipt of the certificate from the prior employer. The days of sick leave so credited may be used immediately, or if not so used, shall be accumulated for additional leave thereafter as may be necessary. The number of such days when granted shall be irrevocable by the Board of Education of the School District of Neptune Township.

## 3. Upon Retirement

- a) All psychologists upon retirement after fifteen (15) years of service in the District will be paid in lieu of accumulated sick leave at the rate of one (1) day's pay for every four (4) days of accumulated sick leave up to a maximum of \$21,000 in 2006-2007, \$22,000 in 2007-2008, and \$23,000 in 2008-2009.

Payment for unused sick leave shall be made to a 403b account pursuant to law over two (2) fiscal years.

- b) That daily compensation shall be at the daily rate of pay which they earned in the year of retirement. The calculation shall be as follows:
  - 10 month contract – 1/200 of annual salary
  - 12 month contract – 1/240 of annual salary
- c) Written notice of intention to retire is to be submitted to the Superintendent of Schools three (3) months before the final budget submission date. If notice is not received within the above time frame, compensation will be paid no later than September 30 of the subsequent school year.

## B. PERSONAL BUSINESS

- 1. Four (4) days per school year (which are not cumulative and of which only three (3) may be used consecutively) may be granted to a member as a “Personal Business Day” to be without loss of pay. Request for such leave must be made to the Superintendent and his permission must be secured.
- 2. This policy shall be administered under the following provisions:
  - a) The request shall be made, in writing, on the form provided for this purpose.
  - b) The request form shall be delivered to the Building Principal or other designated Immediate Superior at least five (5) calendar days in advance of the Personal Business Day. All other requests not falling within this period of time shall be deemed an “emergency”, and the responsible Administrator shall use his discretion in approving or disapproving the request. When request is denied, the reason for denial shall be written on Personal Business Request form and returned to applicant.
  - c) Only the form (Request Form for Personal Business Day) secured from the office of the responsible administrator will be used for the purpose of making such request. The form shall be completed in quadruplicate and routed through the responsible administrator to the Superintendent. Forms containing both approval and disapproval will be forwarded to the Superintendent for his appraisal and action.
  - d) Leave will not be granted the day preceding or the day following a Board approved holiday, recess, or in-service workshop, except in case of religious observance.
  - e) Employees may utilize Personal Days for religious holidays up to and including their maximum allotment.

### C. ILLNESS IN FAMILY

Members may use a total of three (3) days, annually not cumulative, upon approval of the Superintendent of Schools for absence due to illness in the member's immediate and stepfamily, which includes wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother. Members may be granted one (1) more day's absence, at the discretion of the Superintendent of Schools, for illness of a person not included in the specific immediate and stepfamily as listed. Verification of this illness shall be submitted on forms provided for this purpose and a certificate signed by the attending physician may be required by the Superintendent of Schools for illness requiring absence beyond one (1) day but shall be mandatory for three (3) consecutive days. Any payroll deductions made in accordance with this provision will be applied pursuant to *Section F* of this article.

### D. DEATH IN FAMILY

Members may use a total of five (5) days, per occurrence, not cumulative, upon approval of the Superintendent of Schools in the event of death in the immediate family and stepfamily, which includes wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother. Members may be granted one (1) more day of absence, at the discretion of the Superintendent of Schools for death of a person not included in the specific immediate and stepfamily as listed. Verification of the reasons for such request may be required by the Superintendent of Schools. Any payroll deductions made in accordance with this provision will be applied pursuant to Section F of this article.

### E. ABSENCE FOR JURY DUTY OR COURT SUMMONS

Absences for Jury Duty, or Court Summons, as long as the employee is required to be in court on behalf of the Board of Education, shall not be deducted from the employee's Personal Leave days and the employee shall suffer no loss in pay for such absences.

### F. LEAVE ADMINISTRATION

1. The final decision of all cases of absences shall be made by the Superintendent.
2. The employee's per diem rate of pay shall be calculated  $1/200^{\text{th}}$  of the annual contractual salary for ten month employees, and  $1/240^{\text{th}}$  of the annual contractual salary for 12 month employees.
3. Full pay shall be deducted for absences occurring directly preceding or following vacations and holidays upon recommendation of the Superintendent of Schools and the approval of the Board of Education.

4. The Board of Education may require an examination by the school system physician after lengthy leaves of absences for illness at its discretion.

#### G. MILITARY LEAVE

1. Any regular member of the Neptune Township Public School System who may enlist or be conscripted into the defense forces of the United States for service or training shall make an application for military leave. He/She shall be reinstated to his position in this school system with full credit, including annual increment under the salary schedule, upon written request supported by competent proof, that said applicant is full qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said honorable release or discharge.
2. While member is on said leave, it is mandatory that the Board of Education keep up his/her annual payment to the Teacher's Pension and Annuity Fund.

#### H. LEAVE OF ABSENCE DUE TO GRAVE EMERGENCY

1. A member in this school system may be granted a leave of absence for a maximum of one (1) school year for reasons of personal illness, accident, other equally grave emergency, and/or for rest and recuperation.
2. Written application for such leave shall be made by the member to the Superintendent who shall, upon receipt of same, make such investigation as he may deem necessary to determine to the best of his ability if the granting of said leave would serve not only the interest of the member, but also those of pupils and/or the school district. He shall then make his recommendation to the Education and Personnel Committee, who in turn shall present such request before the full Board of Education.
3. In computing service to determine the member's position on the salary schedules at expiration of leave, time spent on leave shall not be counted as active service in this School District.
4. Leave of Absence shall be without compensation, except as may be provided by applicable law.
5. Whenever a leave of absence is granted for personal health reasons, said member must give acceptable professional evidence of recovered health before being permitted to return to duties in this School System.
6. A person on leave of absence shall return upon the expiration of leave whenever it is possible, to the position occupied prior to leave. Application to return from a

leave of absence should be filed with the Superintendent within sixty (60) days prior to the expected return.

#### I. PROFESSIONAL LEAVE

Every other year, one member will be approved to attend an Out of State Professional Improvement Program up to a maximum of \$1,400.00.

#### J. MATERNITY LEAVE

It is recognized that a member's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both six weeks pre-natal and six weeks post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the member, in accordance with (b) below, which follows the disability phase during which time the member voluntarily suspends her career to care for the newborn child.

##### (a) Disability Phase

Any tenured or non-tenured member seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. Application shall be made to the Board at least sixty (60) days prior to the commencement of leave. In making application for leave, the member shall specify in writing the date on which she wishes to return to work after the birth, if physically able, but not to exceed (a period of disability of) six (6) weeks without a physician's written statement. In the case of stillbirth the member may elect to return to work at an earlier date.

##### (b) Child Care Phase

Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes, as defined above, the tenured member shall be granted at his/her discretion, a leave without pay for (1) the balance of the school year in which the birth occurred, or (2) the balance of the school year in which the birth occurred and the entire following school year. Members on maternity leave desiring to switch from option 1 to option 2 shall notify the Superintendent at least ten (10) school days prior to the intended return date, except in cases of emergency or extenuating circumstances. Any further extensions for child-care shall be discretionary with the Board of Education.

1. Non-tenured members may request child-care leave for the balance of the current contractual school year.
2. No tenured or non-tenured member shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or

prescribed lapse of time between that birth and her desired date of return, provided sixty (60) days notice is given as is provided in 1(a) above.

3. A member returning from pregnancy leave of absence shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled.
4. In order to be eligible for the regular salary increment upon the return of the member who is granted a leave, the member must have been in her sixth month of employment during the school year that said leave was granted.
5. Any member adopting an infant child may receive leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.
6. No member on maternity leave (excluding the disability phase) shall, on the basis of said leave, be denied the opportunity to substitute or perform per case or per diem work in the school system in the area of her certification or competence.

#### **ARTICLE X – DEDUCTION FROM SALARY**

The following deductions from salary shall be made at the employee’s option:

First Financial Federal Credit Union

403b, 457 Plan, and long-term disability products offered by vendors mutually agreed upon.

#### **ARTICLE XI – CONTINUITY OF OPERATION**

The NTPA agrees to abide by the Statutes of New Jersey making strikes by public employees unlawful.

#### **ARTICLE XII – REPRESENTATION FEE**

- A. The Association shall, on or before September 30, deliver to the Board, a written statement containing the following:
  1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.
  2. A statement that the Association has established a “demand and return system” in accordance with the requirements of NJSA 34:13A-5.4.

3. A statement establishing the amount of yearly representation fees to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five (85) percent.
  4. A list of all individuals covered under the current contract, who have failed to arrange for and become members of the Association and a request that the representation fee of such non-member be deducted in accordance with the Agreement.
- B. The Board will make payroll deductions for Association dues pursuant to its standard business practice.
- C. The Association hereby agrees to indemnify, defend, and save harmless, the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any member of any sum of money as a representation fee under the provision of this Article.

**ARTICLE XIII – DISTRIBUTION OF AGREEMENT**

Copies of this Agreement shall be given to all members employed within the time period covered by the Agreement.

**DURATION OF AGREEMENT**

This agreement shall be in effect July 1, 2006, through June 30, 2009.

This agreement shall not be modified except by written agreement between the parties.

In witness whereof, the parties have caused their respective signatures to be affixed this \_\_\_\_\_ of \_\_\_\_\_, 2007.

**FOR THE BOARD OF EDUCATION**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
*Beverly J. Holland*  
*President*

\_\_\_\_\_  
*Maxine Parvin*  
*President*

\_\_\_\_\_  
*Peter J. Leonard*  
*Board Secretary/Business Administrator*

\_\_\_\_\_  
*Member*