

**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, 2004 to June 30, 2007

Covering Secretarial/Paraprofessional Employment

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PREAMBLE

This agreement is entered into as of this 1st day of July, 2004 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
Buildings and Grounds Office
Curriculum 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 shall 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 representatives. 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. No criticism by the members of the WTEA of the Board of Education or Administration shall be made in the presence of students, parents or at other public gatherings.

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. 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.
- E. Prior to March 1 of each year, the WTEA President shall make recommendations concerning the school calendar for the coming year(s). The Board will give due consideration to these recommendations in exercising its legal responsibility in adopting a school calendar.

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 for secretaries 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

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. 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. Summer employment shall be paid pro rata of the current salary guide.
- D. Inclement Weather/Emergency Closings: When schools are closed due to inclement weather, secretaries and paraprofessionals shall not be required to be in attendance.
- E. If a ten month 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. Compensatory time shall be taken when school is not in session. 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. Ten month 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 shall have the option of being paid or given compensatory time. The time that the compensatory time shall be taken will be agreed upon by the secretary and his/her immediate supervisor. The compensatory 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.
- G. When paraprofessionals take on the responsibility of a substitute teacher for the day, they will only be responsible for the duties of the teacher whose class they are covering. Paraprofessionals who hold substitute or teacher certification, when assigned as a substitute teacher, shall be paid at the Board-approved substitute rate or the paraprofessional salary rate, whichever is higher.
- H. When a paraprofessional is required by the building principal to attend extracurricular activities such as back-to-school night, school programs, and/or other events, the paraprofessional shall be compensated at his or her hourly wage or at his or her overtime rate of pay when applicable.

ARTICLE VII

SALARIES AND FRINGE BENEFITS

A. General

1. Salaries for secretaries shall be increased by 4.95% for the 2004-05 school year over the cost base and distributed in accordance with the attached salary guides. Salaries for secretaries for the 2005-06 school year shall be increased by 4.50% over the preceding year's cost base and distributed in accordance with the attached salary guides. Salaries for secretaries for the 2006-07 school year shall be increased by 4.50% over the preceding year's cost base and distributed in accordance with the attached salary guides.
2. Salaries for paraprofessionals shall be increased by 8.00% for the 2004-05 school year over the cost base and distributed in accordance with the attached salary guides. Salaries for secretaries for the 2005-06 school year shall be increased by 8.00% over the preceding year's cost base and distributed in accordance with the attached salary guides. Salaries for secretaries for the 2006-07 school year shall be increased by 8.00% over the preceding year's cost base and distributed in accordance with the attached salary guides. Paraprofessionals will be paid based upon the attached annual salary guides including the page entitled "Additional Paraprofessional Information." The work year for paraprofessionals shall be the teachers work year which is 180 school days and 4 in-service days. Classroom paraprofessionals shall attend up to six hours of professional development training each year, outside of contract hours, beyond the four inservice days noted above. The six hours may or may not be on the same day, and shall be scheduled by the district depending on the needs of the district.
3. 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.
4. Employees employed on a ten-month basis are to be paid in twenty (20) semi-monthly installments.
5. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
6. Ten-month employees shall receive their final check on or before June 30.

B. Tuition Reimbursement

1. Effective July 1, 2004, with prior approval of the Superintendent, paraprofessionals and secretaries shall be reimbursed 100% of the tuition cost not to exceed 100% of the current Rutgers State University tuition for all successfully completed relevant courses from accredited institutions, including video and online courses. The maximum liability or exposure to the Board for tuition costs

shall not exceed:

- \$17,000 in 2004-2005
- \$20,000 in 2005-2006
- \$23,000 in 2006-2007

2. Timing of reimbursement: For the first course that a staff member takes in a given school year, that staff member shall be reimbursed as soon as he/she submits proof of successful completion of the course. Staff members who take more than one course in a given year shall be reimbursed for those courses at the end of the school year. Once all staff members are paid for the first course they took in a given year, the amount of remaining money available that year shall be evenly split among all staff members who took a second course that year. Should there be money left over after that, the remaining funds will be split evenly among staff members who took a third course that year, and so on.

C. Medical Insurance

1. 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 twenty hours per week. 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.

All new employees effective with school year 2001-2002 shall be entitled to receive the point of service insurance plan. If the new employee wishes the traditional insurance plan, the employee shall be entitled to elect the traditional medical insurance, but the new employee shall be required to pay the full differential cost between the point of service and the traditional plan. Notwithstanding the foregoing, after an employee has been in the district for six years, the employee shall be entitled to elect traditional coverage and pay only that amount which is required to be paid by all employees who are on the traditional plan as hereinafter set forth. All employees who are receiving the traditional medical insurance benefit, as distinct from a point of service or managed care plan, shall be obligated to pay the amount of \$175 in the 2004-05 school year, \$350 in the 2005-06 school year, and \$650 in the 2006-07 school year toward the cost of the medical insurance. Notwithstanding the foregoing, new employees hired with a start date before July 1, 2005, shall be entitled to move to traditional insurance after four years instead of after six years as is now provided for new employees hired with a start date of July 1, 2005, or later.

If an employee who is entitled to medical insurance coverage under this agreement elects to have no coverage, the employee would be entitled in the first year of dropping medical insurance coverage to be paid one-half of the difference

of the cost of the coverage the employee had been receiving. In all future years the employee would be entitled to be paid one-half of the cost of the point of service health insurance to which the employee would be entitled if the employee had elected to have medical insurance.

If an Employee changes the type of coverage to which the Employee is entitled under this Agreement (for example, from traditional to point of service or from family to individual coverage), the employee will be entitled to receive a direct payment of 50% of the savings achieved on the premium that would otherwise have been paid by the Board to the insurance carrier. An Employee may not change from a point of service to traditional and then drop coverage and receive the differential of the cost of the traditional. The Employee in that circumstance will receive the differential based upon the less expensive coverage.

Employees who have dropped their 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.

2. The Board shall provide full individual dental insurance for employees. Parent and child, husband and wife or family dental coverage will be provided with the employee paying the difference between individual and the coverage the employee elects. This coverage shall be provided on a voluntary basis. This protection shall be comparable to that provided by the Delta Dental Plan of New Jersey.

- Preventive and Diagnostic - 100% UCR
- Basic Services - 80% UCR
- Major Services - 50% UCR
- Orthodontics - 50% UCR; \$800 SCP Max.

\$1,500 maximum UCR p.a.

\$25 deductible p.a., excluding preventive and diagnostic.

During the term of this Agreement, the Board shall pay 100% of the premiums for the employee which has been capped at a sum equal to the premiums in effect on June 30, 1996.

3. The Board reserves the right to name the carrier(s).
4. The Board agrees to ask the insurance carrier to provide a clear description of limits and coverage to each employee.

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 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 to be taken when school is not in session.

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

- F. Those employees who can show a valid first aid certificate shall be paid \$325 per year additional compensation for each year of the contract and will be available to render first aid during the school day. Those employees who can show a valid CPR certificate shall be paid \$125 per year additional compensation for each year of the contract and will be available to provide CPR assistance during the school day.
- G. Termination Benefits
1. A paraprofessional with twenty or more years of employment in the district shall receive four months of salary and four 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 three months of salary and three months of health insurance benefits after the date of termination.
 3. The provisions of both paragraph 1 and paragraph 2 of this paragraph G shall sunset on June 30, 2003, which means the benefits herein provided will not be available after June 30, 2003.
- 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 \$30 per hour. 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.
- I. The Board shall implement a Section 125 Plan pursuant to which employees would be entitled to contribute pre-tax dollars for medical/dental reimbursement and child/elder care reimbursement.
- J. A Middle School Coordinator of Guidance Services shall, in addition to the base salary stipulated by the salary guide, receive a sum of \$5,500 per year. This sum shall be added to the base salary and result in a total annual salary for this position. The applicable job description will apply. Notwithstanding any of the above, the provisions of this paragraph shall apply only to the Coordinator of Guidance Services employed in the district as of July 1, 2004, and shall not be available to any other individual employee, including any other, future Coordinator of Guidance Services.

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 (and posted on the district's electronic bulletin board 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.

B. Payment for Unused Sick Leave

1. Upon retirement from active duty in accordance with the Public Employee's Retirement System after twenty years of service to Warren schools, a one time payment shall be made. The payment shall be as follows:
 - a. Unused accumulated sick leave by secretaries shall be compensated at the rate of \$22 per day for the first two hundred days and \$24 per day for all accumulated days over two hundred. Notwithstanding the foregoing, no secretary shall be paid more than a total of \$5,000 under this section.
 - b. Unused accumulated sick days by paraprofessionals shall be compensated at the rate of \$13 per day for the first one hundred days; \$15 per day for the second one hundred days and \$17 per day for all accumulated days over 200. Notwithstanding the foregoing, no paraprofessional shall be paid more than a total of \$5,000 under this section.

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. All three personal days may be taken without reason. Any personal day which is unused shall be added to the employee's sick leave bank. A business trip for a spouse is not a permitted use for personal days.

B. Upon approval of the Superintendent:

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
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.

C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

D. Personal days and compensatory days may not be combined to 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.

E. During the period of leave in this category, the employee shall not engage in any employment for remuneration.

F. All employees shall be entitled to two "family illness" days. Unused family illness days shall not be accumulated. Family illness days may be utilized where a personal presence is advisable because of the critical illness of a (a) parent, or (b) spouse, or (c) child, or (d) 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 XI

EXTENDED LEAVES OF ABSENCE

- A. Extended leaves of absence with pay shall be available only to tenured employees and paraprofessionals who have served in the district for more than three years. This limitation shall not be applicable to maternity disability inasmuch as an employee shall be entitled to maternity disability in accordance with applicable provisions of the State and Federal family leave act.
- 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 tenured 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 tenured 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.
- 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. Representation Fee
1. 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. 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. 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.
- D. The Superintendent may hire employees as defined by this Agreement. Upon hiring, the Superintendent will evaluate each employee's prior experience and education in placing employees on the appropriate step on their respective salary guides.

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 Agreement shall be for a three-year period from July 1, 2004 to June 30, 2007.
- 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.
- E. Upon notification of hiring a paraprofessional and before the first day of employment, a copy of the contract agreement between the Warren Township Education Association shall be given to each new employee.

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 duly hereto have caused this Agreement to be duly signed as of this 22nd day of August, 2005.

WARREN TOWNSHIP
EDUCATION ASSOCIATION

WARREN TOWNSHIP
BOARD OF EDUCATION

By:

By:

Marjorie Bultman, President

Gina Voorhees, President

Frances Blabolil, Negotiations Chair

Patricia Cranley, Secretary

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SECRETARY SALARY GUIDES

10 MONTH SECRETARIES

STEP	2004-05	2005-06	2006-07
0	\$23,090	\$23,660	\$24,160
1	\$23,390	\$23,960	\$24,460
2	\$23,790	\$24,360	\$24,860
3	\$24,290	\$24,860	\$25,360
4	\$24,890	\$25,460	\$25,960
5	\$25,590	\$26,160	\$26,660
6	\$26,390	\$26,960	\$27,460
7	\$27,290	\$27,860	\$28,360
8	\$28,380	\$28,860	\$29,360
9	\$29,520	\$29,940	\$30,460
10	\$30,710	\$31,070	\$31,370
11	\$31,950	\$32,220	\$32,920
12	\$33,240	\$33,700	\$34,520
13	\$34,580	\$35,260	\$36,170
14	\$35,970	\$36,870	\$37,870

12 MONTH SECRETARIES

STEP	2004-05	2005-06	2006-07
0	\$26,900	\$27,564	\$28,146
1	\$27,249	\$27,913	\$28,496
2	\$27,715	\$28,379	\$28,962
3	\$28,298	\$28,962	\$29,544
4	\$28,997	\$29,661	\$30,243
5	\$29,812	\$30,476	\$31,059
6	\$30,744	\$31,408	\$31,991
7	\$31,793	\$32,457	\$33,039
8	\$33,063	\$33,622	\$34,204
9	\$34,391	\$34,880	\$35,486
10	\$35,777	\$36,197	\$36,546
11	\$37,222	\$37,536	\$38,352
12	\$38,725	\$39,261	\$40,216
13	\$40,286	\$41,078	\$42,138
14	\$41,905	\$42,954	\$44,119

PARAPROFESSIONAL SALARY GUIDES

Multi-Duty and Library

Classroom

STEP	2004-05	2005-06	2006-07	STEP-	2004-05	2005-06	2006-07
1	\$9,960	\$10,370	\$10,915	1	\$11,560	\$11,970	\$12,515
2	\$10,360	\$10,870	\$11,415	2	\$11,960	\$12,470	\$13,015
3	\$10,760	\$11,370	\$11,915	3	\$12,360	\$12,970	\$13,515
4	\$11,190	\$11,870	\$12,415	4	\$12,790	\$13,470	\$14,015
5	\$11,670	\$12,370	\$12,915	5	\$13,270	\$13,970	\$14,51
6	\$12,205	\$12,870	\$13,415	6	\$13,805	\$14,470	\$15,015
7	\$12,755	\$13,370	\$13,915	7	\$14,355	\$14,970	\$15,515
8	\$13,255	\$13,870	\$14,465	8	\$14,855	\$15,470	\$16,065
9	\$14,005	\$14,370	\$14,880	9	\$15,605	\$15,970	\$16,480
10	\$14,530	\$15,005	\$15,395	10	\$16,130	\$16,605	\$16,995
11	\$15,370	\$15,740	\$16,010	11	\$16,970	\$17,340	\$17,610
12	\$16,680	\$16,575	\$16,835	12	\$18,280	\$18,175	\$18,435
13	\$17,190	\$17,510	\$17,950	13	\$18,790	\$19,110	\$19,550
14	\$17,940	\$18,545	\$19,165	14	\$19,540	\$20,145	\$20,765
15	\$19,020	\$19,680	\$20,480	15	\$20,620	\$21,280	\$22,080
16	\$19,815	\$20,915	\$21,895	16	\$21,415	\$22,515	\$23,495
17	\$21,245	\$22,250	\$23,330	17	\$22,845	\$23,850	\$24,930
18				18	\$24,145	\$25,285	\$26,385

ADDITIONAL PARAPROFESSIONAL INFORMATION

Salaries for paras assume a 6.0 hour work day, exclusive of lunch

A para who does different types of duties shall be paid at one rate, pertaining to the type of duty done the most (e.g., a classroom para who does 30 hours of classroom and 2.5 hours of multi-duty work will be paid for all 32.5 hours at the classroom para rate)

PRO-RATING salary will work as follows:

All paras get a yearly (10 month) contract, based on what % of a full day AND full week is worked

EXAMPLE: a para who works 5 hours per day, every day, would receive $\frac{5}{6}$ of the full-time equivalent

EXAMPLE: a para who works 6 hours per day, three days per week, would receive $\frac{3}{5}$ of the FT equivalent

EXAMPLE: a para who works 7.5 hours per day, five days per week, would receive $\frac{37.5}{30.0}$ of the FT equivalent

EXAMPLE: a para who works 5 hours/day, 3 days/week would receive:

$(\frac{5}{6})(\frac{3}{5}) = \frac{15}{30}$ of the FT equivalent (i.e., $\frac{1}{2}$ of the FTE)

Work Year for paras is same as teachers--180 days of school plus four inservice days for a total of 184 days worked

(NOTE: Classroom paras also attend up to six hours of additional professional development training each year--see Article VII, Para A.2)

Classroom paraprofessionals who possess a teaching certificate shall have \$1,800 added to the applicable salary shown on the salary guide