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It is the policy of Warren Hills Regional Schools not to discriminate on the basis of race, color, creed, religion, sex, age, sexual orientation, disability, ancestry, national origin or social or economic status in its educational programs or activities and employment policies.

PREAMBLE

This AGREEMENT entered into this 1st day of July, 2004, by and between the

BOARD OF EDUCATION OF THE WARREN HILLS REGIONAL HIGH SCHOOL DISTRICT, hereinafter called the "Board," and the WARREN HILLS REGIONAL EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

ARTICLE I, RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel employed by the Board, including:

1. Teachers
 - a. Classroom Teachers
 - b. Psychologists
 - c. Nurses
 - d. Counselors
 - e. Librarians
 - f. Social Workers
 - g. Learning Disabilities Teacher Consultants
 - h. Speech Correctionists
 - i. Student Assistance Coordinator
 - j. Library Assistant
2. Instructional Aides
3. Secretaries
4. Resource Personnel

but excluding:

1. Assistant Principals
2. Business Administrator
3. Curriculum Coordinator
4. Department Supervisors
5. Directors
6. Director of Information Systems
7. Principals
8. Substitutes

9. Superintendent of Schools
10. Executive Secretaries
11. Confidential Secretaries
12. Non-instructional Aides
13. Custodial/Maintenance Staff
14. Athletic Trainer

B. Definition of Instructional Aides

Unless otherwise indicated, instructional aides refer to only aides working under the direction of a teacher and/or administration and having responsibilities directly related to the instructional process.

ARTICLE II, NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement concerning the terms and conditions of employment. Any agreement so negotiated shall apply to the unit defined in Article I, be reduced to writing, shall be presented to the membership of both the association and the Board for consideration, and if acceptable to the majority of the membership of both bodies, be adopted and signed by both the Association and the Board.

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

ARTICLE III, EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Each Unit Member shall be placed on the proper position of the appropriate salary schedule as of the beginning of the current school year as per Schedule A - H, respectively.

2. A Unit Member who receives no credit for experience under Article III, B, employed by the Board during the school year shall advance to the next appropriate place on the salary schedule on the first day of the new school year if that unit member was hired prior to February 1. If a Unit Member was hired after February 1, that Unit Member would remain at the place at which he/she was hired throughout the following school year. In all cases salary adjustments would be made in accordance with the negotiated salary schedule.

3. A Unit Member who received credit for experience under Article III, B, employed by the Board during the school year shall advance to the next step on the salary guide at the beginning of the next school year.

4. The Board shall have the exclusive right to grant credit for previous experience for unit members. Once agreed upon and employed by the Board of Education, no future adjustments in credit will be requested nor granted. Likewise, existing unit members will not be granted salary adjustments based upon other unit member's salaries.

B. Credit for Experience

Credit for experience will be given for previous outside teaching or secretarial experience in any duly accredited school upon initial employment or reemployment in accordance with the provision of Schedule A or F respectively. Credit will be given on a one-year-for-one-year basis for experience in the educational field. For experience not in the field of education, credit will be given on a one-year-for-two-years basis with a maximum of five steps. All credit for military service earned pursuant to N.J.S.A. 18A: 29-11 shall constitute part of such credit.

C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or a date stipulated by the Department of Education, pending completion of negotiations. Secretaries, instructional aides and Resource Personnel shall be notified of their contract and salary status for the ensuing year no later than June 1 or one (1) month from ratification and approval of the contract.

Nothing in this collective bargaining agreement should be construed to establish tenure for the position of instructional aide regardless of years of service.

D. Resignation of a Secretary, Instructional Aide, or Resource Personnel

1. A secretary, instructional aide, or resource personnel who is resigning his/her position shall give two (2) weeks' notice.

2. Earned vacation for secretaries shall be paid according to the portion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full two (2) weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

E. All summer employment opportunities for teachers, as well as teaching vacancies for an upcoming school year shall be posted. The Board shall be responsible to post said positions on the bulletin board in the main office and main faculty room of each building as well as utilizing e-mail and/or automatic telephone messaging provided these electronic methods are functioning. This posting shall include the rate of pay, the anticipated duration of employment and all the qualifications for the position.

ARTICLE IV, EMPLOYEE RIGHTS

A. Required Meetings or Hearings

Whenever any member of the collective bargaining unit is required to appear before the Board of Education, any committee thereof or administrator/supervisor, that member shall be notified in writing prior to the meeting if any matter which would adversely affect the continuation of that member in his/her office, position or employment or the salary or any increments pertaining thereto, or any negative material related to their professional performance may be entered in their personnel file. The individual may then exercise their right to have Association representation present to advise him/her. Any comments of a negative nature that are to be included in the individual's personnel file must contain the signature of the employee and administrator/supervisor as well as the date. The signature of the employee only indicates that they have seen the document and not that they agree with the content. Rebuttals may be attached if provided to the Superintendent by the Unit Member within ten (10) school days of the date of the signing of the document. The Superintendent will notify the Unit member of the receipt of the rebuttal within ten (10) school days of its filing in his/her office.

B. Association Identification

No member of the collective bargaining unit shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

C. Just Cause

Unless a just cause therefor exists, no employee shall be disciplined, reduced in rank or monetary compensation. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon is taken by the Board.

D. Past Practices

Unless otherwise provided in this Agreement, nothing contained in this Agreement shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any terms and conditions of employment existing prior to its effective date.

ARTICLE V, ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish upon request of the Association a current roster of certified personnel (as of September 1), one (1) copy of the agendas and the minutes of all public Board meetings, and one (1) copy of the names and addresses of all Unit Members. The Board also agrees that upon written request from the Association or any member thereof prosecuting a grievance beyond Level Two, it will provide all requested information as necessary to process the grievance.

B. Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings. Prior approval of the time and place by the Superintendent or his/her designee, shall be required but shall not be withheld unreasonably.

C. Use of Equipment

The Association shall have access to use school facilities and equipment, including typewriters, computer equipment, copying machines, calculating machines, and all types of audiovisual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall pay the actual cost of all materials incidental to such use. No equipment shall be removed from school property. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or his/her designee, shall be required. Such permission shall not be withheld unreasonably.

D. Use of Bulletin Boards

The Association shall have, in each school building, space for its use on the bulletin board in each faculty lounge. Material to be posted shall be in good taste.

E. Inter school Mail

The Association shall have the reasonable use of the inter school and intraschool mail facilities and school mail boxes as it deems necessary. Permission of the

building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.

F. Participation in Meetings

1. During the annual Orientation meeting of staff, the Association shall, if it so requests, have 30 minutes time on the program.

2. An Association representative may speak to the staff at any faculty meeting for a reasonable time upon the request of the representative. The principal shall place the representative's request on the agenda.

3. Whenever possible, the notice of and agenda items for any meetings shall be announced to the staff involved at least one (1) day prior to the meeting. Unit Members shall have the opportunity to suggest items for the agenda.

ARTICLE VI, MANAGEMENT RIGHTS

Subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII, WORK YEAR

A. Ten-Month Employees

1. The in-school work year for teachers and instructional aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-six (186) days, 181 of which shall be instructional days. The additional days shall include one (1) full day county in-service, the first orientation day, the last day for professional staff and days to satisfy the one hundred hours required under the continuing education mandates.

2. The work year for Resource Personnel shall be the same as students.

3. The work year for ten (10) month secretaries shall be from September 1 through June 30.

B. The school calendar shall be established by the Board. When finalized, the calendar shall be appended to this Agreement.

C. Holiday Schedule - Secretaries

All secretaries, full and part/time, are entitled to the seventeen (17) following holidays:

Independence Day
Labor Day
NJEA Convention (2 days)
Thanksgiving (2 days)
Winter Holiday (2 days)
New Year's Day
Martin Luther King Day
Presidents Day Holiday
Good Friday
Spring Holiday (2 days)
Memorial Day
Open Holidays* (2 days)

*Each secretary may select two holidays of his/her choosing as long as that day is a day that school is closed for students and is approved by the immediate supervisor. Reasonable notice shall be given and supervisory approval shall not be arbitrarily withheld. These holidays can be used during emergency closing days without prior approval.

If one of the above holidays is lost due to a calendar change, an individually chosen make-up holiday/vacation day will be provided. Reasonable notice shall be given and administrative approval shall not be withheld unreasonably. These make-up holidays must be used during the school year in which they are earned.

D. Vacation Schedule - Secretaries

1. Vacation time may be taken at any time during the year and shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

2. Vacation days are allotted as follows:

Upon employment, eligible secretaries earn vacation days at the rate of .83 per month (10 days/12 months = .83). These days accrue until July following the date of employment when they are available to be used.

A full year allotment of vacation days is available each July thereafter according to the following schedule, provided the employee worked the full previous year. Employees must complete the year indicated below before moving to the next tier.

After years	1 - 5	10 days
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6 - 8	12 days
9 - 11	15 days
12 - 14	18 days
15 - 17	20 days
18 - 19	22 days
20 and 20+	25 days

ARTICLE VIII, TIME REQUIREMENTS

A. TEACHERS' WORKING HOURS.

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or out" by hours and minutes. A teacher shall indicate his/her presence at the beginning and end of the work day according to the procedure established by the Administration.

1. The teacher's school day shall be no more than 7 hours and 20 minutes in length. The teacher's day may be extended under stipends for assignments provided for in this agreement and agreed to voluntarily by the teacher and administration. The teachers who extend their day by their own volition will not be compensated.

2. Teacher-student contact time shall be no more than 267 minutes per average day.

3. Teacher-student contact time consists of the following: Classroom instruction, homeroom, study hall supervision, cafeteria supervision.

4. Teachers shall have a daily duty-free lunch period approximately in the middle of the school day, equal in length to that of the students' lunch, but not less than 30 minutes excluding passing time normally allocated between periods.

5. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate their leaving and return by notifying the building main office staff.

6. Exceptions to the provisions of Section A (4) and (5) above may be made in cases of extreme emergency.

7. Teachers employed full time (6 teaching/duty periods) shall have two full class periods of preparation time per day or six full class periods of preparation time per schedule rotation unless compensated at class coverage rate for loss of said preparation period.

8. If a teacher is assigned five class preparations per semester, they will be compensated at a rate of \$1000 per semester paid at the conclusion of the semester. No teacher will be assigned more than 5 preparations per semester.

9. In the event that this schedule cannot be implemented in an educationally sound manner, the Board may implement a schedule consistent with the terms of the contract.

10. Teachers who are required to attend any meeting for IEP development which causes them to have no preparation period that day will be compensated at the rate of a class coverage for one period.

11. Lead teachers shall teach a maximum of five (5) periods. If it is necessary to assign a sixth period, they shall be compensated at a rate of \$1000 per semester. This compensation is above and beyond the lead teacher's stipend.

B. Teacher participation in field trips and co-curricular activities may be scheduled to extend beyond the teacher's in-school workday. Overnight and weekend trips shall be voluntary unless assigned and required by the administration.

C. Teachers are expected to perform supervisory duties during days when the school schedule is modified for testing and other special events.

1. Attempt of notification of assignments will be made at least five school days prior to testing or special event days unless substitutions arise due to absenteeism. If notification is two days or less, the employee shall be compensated at the coverage rate for the time spent testing. There will be no compensation if there is written notification from the State Department of Education that they made changes to the schedule within the 2 day period.

2. If testing or other special events occur during the prep period, teachers will be compensated at the rate of a teacher coverage for that prep period except on full non-instructional testing days.

D. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty meetings, department meetings or other special meetings. No teacher shall be required to attend more than twenty-five (25) such meetings during any one school year. Such meetings shall begin no later than ten (10) minutes after student dismissal time and shall run for no more than sixty (60) minutes except in cases of emergency involving the health and safety of students and/or teachers and where, as determined by the administration, a memo, phone call or mass e-mailing would not be able to convey the information. If additional time is needed, students shall be dismissed early.

E. Teacher participation in extracurricular activities which extend beyond reasonable extra time in addition to the regular school day and for those special services set forth in Appendix E shall be compensated for in accordance with Appendix E.

F. 1. The teacher work year will end at 2:45 p.m. on the last day of school, after the teacher has completed normal school closing procedures without negating supervisory responsibilities.

2. Fridays and days prior to holidays, teachers may leave fifteen (15) minutes after the students' dismissal.

3. School will close after a state-recognized four (4) hour session on the last school day prior to the Thanksgiving and Winter holidays.

4. If a Back-To-School Night is scheduled for any building, there will be an abbreviated school day for students and staff for that building with a dismissal at the end of a four hour session.

G. Secretarial Working Hours

1. Working hours shall be from 7:15 a.m. until 3:30 p.m. Monday through Friday, from the first day of school for teaching staff in September through the last day of school for teaching staff in June.

a. A duty-free lunch period of one (1) hour shall be provided.

b. Two (2) uninterrupted "coffee breaks" each of 10-minute duration shall be provided. One such break may be taken in the morning and one in the afternoon. The administration may schedule these breaks if necessary.

c. Secretaries may leave at 3:15 p.m. on Fridays unless needed due to an emergency situation.

d. Summer hours will be 6.5 hours worked, as determined by the building administration and approved by the Superintendent, from the day following the last day of school for teaching staff in June through the day preceding the first day of school for teaching staff in September. The superintendent shall have discretionary authority to adjust the starting and ending times to meet building needs.

e. Secretaries may leave one-half (1/2) hour after students on the last

working day prior to holidays unless needed due to an emergency situation as determined by the Superintendent.

f. Secretaries may leave one-half (1/2) hour early on the last working day prior to the Fourth of July holiday.

2. Secretaries shall be present at work on emergency closing days unless instructed otherwise by the Superintendent. Secretaries shall report as close as possible to the normal starting time, but no later than 11:00 a.m. or the day shall be charged as a vacation day.

3. Overtime (defined as working hours in excess of a 40-hour work week)
*

a. All overtime on weekends or holidays shall be voluntary. If volunteers are not available or, in the judgment of the administration, specific skills are required, the administration has the right to assign overtime to the secretary it determines is necessary to perform the assignment. Notice that such overtime will be required shall be given as far in advance as possible and rotated to the extent feasible.

b. Overtime other than on weekends or holidays shall be worked as required by the administration. Notice that such overtime will be required shall be given as far in advance as possible and rotated to the extent feasible.

c. Overtime shall be paid at the rate of one and one half (1 1/2) times hourly rate and double time on weekends and holidays. In the alternative, compensatory time may be taken following the formula for hourly compensation to arrive at the equivalency in time.

d. Paid days off will count as if worked for computing overtime beyond seven and one-quarter (7 1/4) hours.

* Note - Compensation shall be at the regular hourly rate (or compensatory time if the employee chooses) for the hours between the regular work week and the beginning of the overtime rate. (40 hours less 36 1/4 = 3 3/4 hours)

4. Secretaries employed on a ten-month basis will be paid at a rate equal to 10/12 of the annual salary of their appropriate step.

H. Instructional Aides Working Hours.

Working hours for instructional aides shall parallel those of teachers with

regard to starting time, leaving time and length of lunch periods. Aides shall have one preparation time per day or three (3) full class periods of preparation time per schedule rotation unless compensated at class coverage rate for loss of said preparation period.

ARTICLE IX, NON-TEACHING DUTIES

A. Procedures governing the collection, care and disposition of money collected from students were developed by the Educational Council and were adopted by the Board of Education.

B. Mileage Reimbursement

In the event a school vehicle is used to transport students to activities (including practice sessions) taking place away from the school building and a teacher is authorized to drive, the teacher shall be compensated for a rate commensurate with

the regular rate set for payment of bus drivers for field trips. The teacher will be compensated at the rate for the time spent on the road. Teachers who are authorized to use their own vehicles for school purposes will be compensated at the rate established by the IRS as of January 1 of each year. All employees submitting claims for mileage reimbursement must first provide a Certificate of Insurance verifying they maintain liability coverage of a minimum of \$50,000 /\$100,000. Monthly submissions of \$25 or more are requested.

C. Extracurricular Assignments

1. All extracurricular positions will be declared open at the end of the school year or athletic season. Reemployment in a position is not automatic and is dependent upon the recommendation of the administration and the confirmation of the Board of Education.

2. In May of each year or at the end of the season, the administration will notify all teachers to apply in writing for any and all positions which they desire. This will be accomplished by posting all extracurricular positions on the main office and main faculty room bulletin board and by written notification in mailboxes.

3. A teacher's qualifications, previous performances and requests for other contracts will be considered in filling each position.

4. In the event that a coach/extracurricular advisor is unable to fulfill the responsibilities of his/her position for a period of two weeks or longer, the administration shall have the right to replace the coach/advisor immediately and assign the duties and remaining stipend to the new coach/advisor. The superintendent will be able to reinstate the coach/advisor if he/she is able to resume the duties of position.

5. If a coaching position is eliminated midseason, said coach will be reassigned to another coaching position for the remainder of the season. An extracurricular advisor position may be suspended at the start of a new semester with notification being given to the advisor at least 10 working days prior to the start of said semester. Positions may be reposted for the next semester.

ARTICLE X, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

A. The Superintendent shall notify each staff member by e-mail and/or automated

message equipment, and post in all school buildings a list of all known unfilled and newly created positions as they occur. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. During the summer recess, Unit members will be notified of vacancies by using either e-mail or automatic telephone messaging. The posting notice shall identify any non-obvious qualifications. The salary scale for these positions will be stipulated unless already included as part of the bargaining contract. Certificated staff vacancies may also be advertised in the Newark Star Ledger. Non-certificated positions may be advertised in The Express-Times.

B. Teachers who desire to change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. Decisions pertaining to assignments shall be made by the Superintendent of Schools after consultation with principals and department supervisors. Upon reaching his/her decision, the Superintendent or his/her designee shall notify the employees involved.

C. As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post in each school and make available to the Association President, a systemwide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the Unit member involved will be notified at the earliest possible time. Upon request of the Unit member, a consultation with the Superintendent or his/her designee will be held concerning such change.

ARTICLE XI, PROMOTIONS

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including, but not limited to, positions as specialists. All vacancies in promotional positions, including specialists, shall be publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least ten (10) work days before the final date when applications must be submitted and a copy of said notice shall be given to the Association at the time of posting. Members of the collective bargaining unit who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. When school is not in session, the Superintendent shall notify each Unit member by e-mail or automatic telephone messaging.

ARTICLE XII, SICK LEAVE

A. Number of days

1. Each teacher and aide employed by the Board shall be entitled to eleven (11) days of sick leave in each school year, commencing the first official school day of said school year whether or not the teacher or aide reports for duty on that day.

2. Twelve (12) month secretaries shall be credited at the rate of twelve (12) sick days per year. Ten (10) month secretaries shall be entitled to ten (10) sick days per year. Part-time secretaries shall receive sick leave prorated based upon the percent of hours/day worked compared to a full time secretary.

3. Resource Personnel shall be entitled to ten (10) sick days per year.

B. Accumulative

Unused sick leave days shall be accumulated from year to year without limitation.

C. Certification

The Superintendent shall have the discretion to require a medical certificate if the unit member is absent.

D. Notification of Accumulation

Members of the collective bargaining unit shall be given a written accounting of accumulated sick leave days accrued to the end of the prior year no later than October 1 of each school year. Unit members will approve the accounting and verify its accuracy in writing yearly.

E. Payment of Unused Sick Leave

1. Any Unit member who retires from the district according to the provision of the T.P.A.F. or P.E.R.S. in order to receive immediate benefits and not merely "deferred retirement" and has at least ten (10) years of service in the Warren Hills Regional High School District shall be eligible for payment for unused sick leave.

2. Any Unit member who severs service from the district with at least fifteen (15) years of service in the Warren Hills Regional School District shall be eligible for payment for unused sick leave.

3. To be eligible for the payment, a Unit member must notify the Board of the intention to retire at least nine (9) full months prior to the effective date of the retirement. Failure, for any reason, to give the required notice shall render the Unit member ineligible for the payment until July 15 of the fiscal year following the Unit member's departure.

4. Sick days eligible for reimbursement shall have been accumulated in the Warren Hills Regional High School District and include only those days in excess of 25 accumulated days. The loss of those 25 accumulated sick days will be waived for those Unit members with ten years of service or 100 accumulated sick days.

5. Reimbursement for those Unit members who qualify for payment shall be at the rate of \$50 per day.

6. If a unit member should die while employed in the district, payment for unused sick leave would be made to the estate of that employee.

ARTICLE XIII, TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Members of the collective bargaining unit are entitled to the following temporary non-accumulative leaves of absence with full pay. Verification that the leave complies with the following conditions may be required.

1. Personal

Up to three (3) days personal leave shall be granted to a unit member during a school year for personal business that cannot be handled outside of school hours. Request for leave must be made to the building principal in advance of the day requested, except if the day requested is before or after a school holiday when five (5) days notice must be given. No reason need be given for personal days provided. However, a reason must always be given if the leave is sought for a day before or after a school holiday. No more than three percent (3%) rounded up to the nearest whole number of the unit members may receive the same day off before or after a school holiday. The Superintendent shall have the discretion to approve additional requests for leave for days before or after a school holiday.

2. Death

a. Up to five (5) days will be granted in case of the death of a member of a unit member's family, which, for purposes of this contract shall include the following: husband, wife, child, father, mother, any other member of the immediate household.

b. Up to three (3) days will be granted in case of the death of a member of a unit member's family, which, for purposes of this contract shall include the following: brother, sister, father-in-law, mother-in-law.

c. Up to two (2) days will be granted in case of the death of a member of a unit member's family, which, for purposes of this contract shall include the following: brother-in-law, sister-in-law, grandparent.

d. A one (1) day leave of absence will be granted for death of other relatives

or close friends of a unit member. No more than two (2) shall be granted in any given school year.

3. Military

A Unit member who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence for such period with pay.

Whenever such military field training, required activation to duty, or attendance at service schools requires that the Unit member remain for a longer period than the prescribed two (2) weeks, Federal and New Jersey Law regarding such leave for military purposes will be complied with by the district.

4. Association Business

Officers and official representatives of the Association shall be granted a collective total of ten days during the school year to conduct Association business. No more than two persons per day may be absent for such business. The Association shall reimburse the district at the current minimum daily substitute rate.

5. Family Illness

Up to two (2) days during each year of the Agreement may be granted for illness to a member of the immediate family/household. An employee Leave of Absence form is required.

B. Extensions

Extensions of any temporary leave set forth in Paragraph A(1), (2), (3) or (5) above may be made at the discretion of the Superintendent of Schools.

C. Additional Leaves

Leaves taken pursuant to this Article shall be in addition to any sick leave to which the unit member is entitled.

D. The Superintendent has the final authority to deny any and all requests for leaves of absence without pay.

E. Attendance Incentive

After the conclusion of the school year, and not later than July 31, the Board will provide the following bonuses to full/time unit members who have been employed for the entire preceding school year to encourage improved staff attendance. The Unit member shall choose Option 1 or 2 by June 15.

Option 1:	No personal days used	\$360
	One personal day used	\$240
	Two personal days used	\$120
	No personal and no sick days used	\$500

Option 2: Unused Personal days shall rollover to Sick days and accumulate.

ARTICLE XIV, EXTENDED LEAVES OF ABSENCE

A. Military

Military leave without pay shall be granted to any member of the collective bargaining unit who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

B. Maternity/Child Rearing

1. A maternity/child rearing leave of absence without pay will be granted to any tenured Unit member at the employee's request. Such leave shall not exceed a total period of two (2) years. The applicant shall make his/her intentions regarding the commencement and termination dates of her requested leave known to the office of the Superintendent as soon as possible. Before returning to work, the employee shall present a doctor's certificate of physical fitness.

2. A Unit member on maternity/child rearing leave shall have the opportunity to substitute in the Warren Hills School District in the area of the employee's certification at the discretion of the Superintendent of Schools.

3. If the pregnancy is terminated before full term and birth of the child, the Unit member may apply for termination of leave allowing at least one (1) month for fair notice of her substitute and for her own health. Such return must be

accompanied by a certificate of physical fitness from the Unit member's personal physician.

4. Any tenured Unit member adopting an infant child shall be granted a leave of absence up to a period of two (2) years without pay. Such leave shall commence upon the Unit member's receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

5. Return from maternity/child rearing leave, except as provided in Paragraph 3 above, or leave for adopting purposes shall coincide with the beginning of a marking period or school year. An employee may submit a written request to return at a time other than the beginning of a marking period or school year. Return during the school year shall be at the discretion of the Superintendent of Schools. If request to return is denied, medical benefits will be reinstated effective the date specified in said written request and in conjunction with a physician's release to return to work.

C. Maternity Disability Leave

Sick leave related to the birth of a child will be granted upon request during the period four weeks prior to and four weeks following the day of birth. Beyond these limits, a request for extended sick leave related to the birth of a child should be accompanied by a doctor's note explaining the nature of the disability, stating the need for continued absence from work and the estimated date for return to work.

D. Family Leave Act

Employees will be entitled to leaves of absence as stipulated under the provisions of the Family Leave Act.

E. Miscellaneous

1. Other requests for leaves of absence will be considered on a case by case basis and the decision of the Board of Education in these matters is final.

2. Upon return from leave granted pursuant to Section A of this Article, a member of the collective bargaining unit shall be considered, as if he/she were actively employed by the Board, during the leave and upon his/her return, shall be placed on the salary schedule at the level he/she would have achieved, if he/she had not been absent. A unit member shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C, D or E of this Article.

3. All extensions or renewals of leaves shall be applied for in writing. If granted, notification shall also be in writing. Such extensions or renewals shall be acted upon by the Board of Education upon the recommendation of the Superintendent of Schools.

ARTICLE XV, INSURANCE PROTECTION

A. As of the beginning of the current contract year, the Board shall provide the health care insurance protection designated below. The Board shall pay the coverage premium appropriate for each Unit Member's family status. Any Unit Member who wishes to waive any or all medical insurance protection components, can opt for payment as defined in B, in lieu of benefits. Employees hired before September 1, 2002 may select either the "Blue Cross/Blue Shield Choice Plan" or the "Blue Cross/Blue Shield Traditional Plan." All employees hired on or after September 1, 2002 will receive "Blue Cross/Blue Shield Choice Plan" with the option to buy up to the "Blue Cross/Blue Shield Traditional Plan" at their own expense. The details of either plan are available in the business office of the Board.

Medical Insurance Component:

1. Blue Cross/Blue Shield, Hospital
2. Blue Cross/Blue Shield, Physician
3. Blue Cross/Blue Shield, Major Medical
4. Blue Cross/Blue Shield, Out-Patient

Prescription Insurance Component:

5. Co-pay Prescription Drug
 - \$0 Mail-Order
 - \$5 Generic
 - \$12 Name Brand

Dental/Orthodontics Insurance Component:

6. Dental Coverage
7. Orthodontics Coverage

B. Waiver of Insurance

Any employee who waives medical, dental and/or prescription insurance coverage for themselves and/or any eligible dependents, will be paid according to the table below. The payment of such waiver is in June of the academic year when the waiver was selected. For shorter periods the waiver will be prorated. Reinstatement under a plan's insurance coverage at any other time of the year is limited to instances when the employee or their eligible dependent(s) loses coverage as a dependent under their spouse's insurance plan. Reinstatement under this circumstance will be immediate and without restriction or penalty. Status of insurance would be the same as prior to waiver. Employees interested in the waiver must present proof of alternate coverage to the Board Secretary in order to be eligible.

Waiver Amounts Table

	Single	Parent/Child	Husband/Wife	Family
Medical	\$1330 \$3395	\$1940		\$2900
Prescription	\$580	\$750	\$1160	\$1335
Dental	\$130	\$210	\$215	\$375
All three	\$2040 \$5105	\$2900		\$4275

C. The above coverage shall be placed with Blue Cross/Blue Shield, provided, however, that if another carrier, approved by the New Jersey Department of Insurance, should offer insurance coverage equal to or better than that provided in Paragraph A of this Article, and at the same or lesser rates than the above-named carrier, then such insurance may be procured under contract with such other carrier, upon approval of both the Board and the Association, without formal amendment of this contract.

D. In order to qualify to receive health care insurance benefits employees must work a minimum of 25 hours or more per week. Teachers must be scheduled a minimum of four periods with one preparation period.

E. The Board shall provide for continuance of healthcare insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retiree shall be responsible for all premium costs involved.

F. The Board shall request the carrier to provide to each new staff member a description of the healthcare insurance coverage provided under this Article, no later than the beginning of the current school year, which shall include a clear description of conditions and limits of coverage as listed above.

G. The Board will provide an in-district human resource person to act as an advocate for insurance/coverage concerns.

H. An IRS Section 125 Plan will be established by the Board.

ARTICLE XVI, PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other such sessions which a teacher is required and/or requested by the Board to pursue. The Board's obligation under this provision, however, shall not extend to courses required for basic teacher certification.

B. The Board agrees to provide 100 percent tuition reimbursement at the agreed upon rate, up to 15 credits per year (course starting dates from July 1 to June 30), for graduate courses teachers wish to pursue that are in the field of education and tuition reimbursement up to a rate of 50 percent for all other courses that are related to the field of education. The reimbursement rate for all graduate course credits shall be no more than 1.2 times the Rutgers instate rate per credit as of July yearly. The Board is not obligated to reimburse staff for courses taken in pursuit of study unrelated to the field of education. To move horizontally on the salary guide, credits must be earned through successful completion of graduate level courses.

C. Courses for which reimbursement will be claimed must be presented to the Superintendent for approval prior to the actual experience. If the course is not approved, the applicant may, upon completion of the course, again apply for reimbursement. If reimbursement is again denied, he/she may proceed with the grievance procedure at Level F-3, Board of Education.

D. The reimbursement policies as stated in Paragraph B and C shall apply to tenured teachers. Non-tenured teachers shall receive the same benefits at the rate of 50 percent reimbursement.

E. On-line courses from accredited educational institutions recognized by the Certification/Licensing Division of the N.J. Department of Education shall be eligible for reimbursement under the same conditions as traditional courses. Video courses are not eligible for reimbursement.

F. Reimbursement for summer professional development shall be at the rate of \$25 per hour. Teachers shall have the option of selecting comp time on a minute for minute basis in lieu of monetary compensation for summer professional development. Utilization of acquired comp time requires administrative approval. All comp time must be used during the contractual year in which it is earned. Any unused comp time shall be reimbursed at the designated rate earned.

G. To provide an incentive to secretaries, instructional aides and Resource Personnel toward professional development and improvement, the Board agrees that it will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other sessions which a secretary, instructional aide or Resource Personnel is required or requested to pursue or which a secretary, instructional aide or Resource Personnel may wish to pursue for professional development with Board approval. This provision should not be construed to obligate the Board in any way to reimburse staff for the pursuit of an undergraduate degree.

H. Staff development will be organized by the district Continuing Education Committee in accordance with state regulations and district objectives. Teachers

will be provided an opportunity to amass the required hours of continuing education over any five-year period.

ARTICLE XVII, EMPLOYEE EVALUATION

A. 1. A member of the collective bargaining unit shall be given, within seven working days, a copy of any evaluation report prepared by his/her evaluators prior to any conference held to discuss it. If the unit member is dissatisfied with his/her evaluation conferences, he/she may request an additional conference prior to the evaluation being placed in his/her file. No such report shall be submitted to the central office, placed in the unit member's file or otherwise acted upon without a prior conference with the member. Members of the collective bargaining unit shall sign the completed evaluation form, but this shall indicate only that the report has been read by the member, and in no way indicates agreement with the contents thereof. Such intent shall be specified on the form.

2. Rebuttals to the evaluation may be attached to the evaluation if provided to the Superintendent by the Unit member within ten (10) school days of the signing of the document by the Unit member. The Superintendent will notify the Unit member of the receipt of the rebuttal within ten (10) school days of its filing in his/her office.

3. Any changes to the evaluation process, except those mandated by law, must be approved by the Association.

B. 1. Complaints regarding a member of the collective bargaining unit made to any member of the administration by any parent, student or other person which may be used in any manner in evaluating a unit member shall be promptly investigated. The unit member shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become part of his/her file.

2. The member of the collective bargaining unit shall acknowledge that he/she has the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any responses must be filed with the Superintendent within ten (10) school days of their notification of the complaint.

C. Each non-tenured teacher should be observed and evaluated at least three (3) times during the school year.

ARTICLE XVIII, SALARIES

A. The salary of each teacher covered by this Agreement is set forth in Appendix A which is attached hereto and made a part hereof. The salary of each secretary is set forth in Appendix B which is attached hereto and made a part hereof. The salary of each instructional aide is set forth in Appendix C which is attached hereto and made a part hereof. The salary of each Resource Personnel is set forth in Appendix D which is attached hereto and made a part hereof.

B. Method of Payment

1. Employees covered by this agreement who are employed on a twelve (12) month basis shall be paid in twenty-four (24) semimonthly installments.

2. Members of the collective bargaining unit employed on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments.

3. A member of the collective bargaining unit may individually elect to have a percentage of his/her monthly salary deducted from his/her pay. An employee must make a specific request in writing by September 1 of each school year. These funds shall be paid to TRICO Federal Credit Union as in accordance with the policy of such agency.

4. Regular pay days are scheduled for the 15th and the last day of each month. When a pay day falls on or during a school holiday, vacation or weekend, members of the collective bargaining unit shall receive their pay checks on their last working day preceding such regularly scheduled pay day.

5. The final paycheck for teachers, aides, and resource personnel will be mailed or direct deposited five days after the close of the school year, but no later than June 30th, provided they have fulfilled all professional responsibilities, on or prior to such date.

C. Procedure of Withholding Increment:

The Board, pursuant to the authority of N.J.S.A. 34:13A-27, may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of a teacher.

1. An increment may not be withheld for a cause relating to a teacher's classroom performance unless the following procedural steps have been accomplished:

a. The teacher has been evaluated in accordance with the procedures established in Article XVII, "Teacher Evaluation."

b. At least thirty (30) calendar days (but in no case later than May 15 preceding the school year in which such withholding would be effective) prior to the date upon which the Board will consider the withholding, the Superintendent or his/her designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charge(s) alleged.

c. The teacher shall be afforded the opportunity to speak on his/her own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

2. An increment may not be withheld for a cause unrelated to a teacher's classroom performance unless the following procedural steps have been taken:

a. At least ten (10) calendar days prior to the date upon which the Board will consider the withholding, the Superintendent or his/her designee, has given to the teacher in question, written notice of the alleged cause or causes for the proposed withholding, specifying the nature thereof with such particulars as to furnish the teacher an opportunity to respond to the charges alleged.

b. The teacher shall be afforded the opportunity to speak on his/her own behalf, personally or through a representative, at the meeting at which the Board considers the withholding.

3. The merits of a decision by the Board to withhold an increment whether as to the sufficiency of the cause or the truth or falsity of the accusation, shall not be subject to the grievance procedure. Any appeal shall be in accordance with the provision of N.J.S.A. 34:13A-27.

ARTICLE XIX, DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salary of any member of the collective bargaining unit dues for the Warren Hills Education Association, the Warren County Education Association, the New Jersey Education Association and the National Education Association, as each unit member individually and voluntarily authorizes 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) and under rules established by the State Department of Education. All moneys, so deducted, together with records of any corrections shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. Unit member's authorizations for salary deductions shall be in writing on the forms provided.

B. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. An Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Additional authorization for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. The notice of a unit member's withdrawal shall be filed prior to December 1 to become effective as of January 1 next succeeding the date on which notice of withdrawal is filed. Should a unit member file notice of withdrawal after December 1, withdrawal shall become effective as of July 1 next succeeding the date on which notice of withdrawal is filed.

E. Representation Fee

1. If a unit member does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said unit member will be required to pay a representation fee, as set by NJEA, up to, but not exceeding 85% of the Association member's fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the Association will submit to the Board a list of those unit members who have not become members of the Association for the current year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those non-Association unit members during the remainder of the membership year in question.

3. The Association will notify the Board in writing of any changes in the list provided in paragraph 2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

4. On or about the last day of each month, beginning with the month of this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment.

5. The mechanics for the deduction of this representation fee and the transmission of such fee to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. The Association agrees to indemnify and hold harmless against any liability in damages or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

ARTICLE XX, TEACHER COVERAGE

A. Teachers performing a class coverage, middle school lunch duty, middle school morning and afternoon bus duty, or morning student supervision shall be compensated at the rate of \$.72 per minute. Two on-call lists will be maintained

and posted in the main office of each building. One list will contain a period by period listing of the names of teachers who wish to be given priority for coverages and the other list will contain the names of the remaining available teachers. These coverages will be assigned in list order using the volunteer list first. When no one on the volunteer list is available, assignment will be made to the next person in rotation from the non-volunteer list. Dates of coverages will also be reported on this list. Refusals may be accepted with the understanding that they will be asked first on the next needed coverage.

B. Teachers performing duties authorized by the administration beyond student contact time shall be compensated at a rate of \$8.00 per quarter hour or part thereof.

C. The teachers shall have the option of selecting comp time on a minute for minute basis in lieu of monetary compensation for class coverages or duties. Utilization of acquired comp time requires administrative approval. All comp time must be used during the contractual year in which it is earned. Any unused comp time shall be reimbursed at the designated rate earned.

ARTICLE XXI, GRIEVANCE PROCEDURE

A. Definitions

1. Contract Grievance: A "Contract Grievance" is a claim by a member of the collective bargaining unit, or group of unit members, that there has been a misinterpretation, misapplication or violation of this Agreement affecting a unit member or group of unit members.

2. Policy-Administrative Decision Grievance: A "Policy-Administrative Decision Grievance" is a claim by a member of the collective bargaining, or group of unit members, that there has been a misinterpretation, misapplication or violation of policies or administrative decisions affecting a unit member or group of unit members.

B. Time Limits

1. A grievance to be considered under this procedure must be initiated by the unit member within thirty (30) days of the time the unit member knew of or should

have known of the alleged misinterpretation, misapplication or violation of this Agreement, the policy or the administrative decision.

2. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process.

3. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a decision on a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

C. Rights of Members of the Collective Bargaining Unit to Representation

1. Any aggrieved person may be represented at all stages of a grievance procedure by himself/herself, or, at his/her option a representative selected or approved by the Association.

2. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, if the grievance is appealed above Level One, be notified that the grievance is in process, have the right to have a representative present during further meetings with the grievant thereon, present its position in writing and receive a copy of the decision rendered thereon.

D. Forms

Forms for filing grievances and taking appeals shall be prepared by the Superintendent or his/her designee after consultation with the Association.

E. Service During Grievance Procedure

Members of the collective bargaining unit shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and Board policies.

F. Procedure - Contract Grievance

1. Level One - Principal

A unit member with a grievance shall first file and discuss it with his/her principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) working days of receipt by the principal of the grievance.

2. Level Two - Superintendent

a. If the grievant is not satisfied with the disposition of the grievance at Level One he/she may, within ten (10) working days after the discussion with the principal, appeal to the Superintendent of Schools.

b. The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decisions made thereon and the desired relief.

c. At the time the appeal is submitted to the Superintendent or upon receipt thereof by the Superintendent, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Superintendent shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

3. Level Three - Optional - Board of Education

a. If the grievant is not satisfied with the disposition of the grievance at Level Two he/she may, within ten (10) working days after the receipt of the decision, appeal to the Board of Education.

b. The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools, the decision made thereon and the desired relief.

c. At the time the appeal is submitted to the Board of Education or upon receipt thereof by the Board of Education, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Board of Education shall render a decision on the grievance within ten (10) working days of its receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

e. The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal or following the conference, whichever event shall last occur. The decision of the Board of Education shall be delivered to the grievant within ten (10) working days following the Board of Education meeting at which the matter is considered.

f. This appeal to the Board of Education is optional with the grievant. Should the grievant not desire to appeal to the Board, resort may be had directly from Level Two to Level Four.

4. Level Four - Arbitration

a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two (or Level Three if an appeal to the Board was taken), he/she may, within twenty (20) days after the decision of the Superintendent or the Board of Education, whichever is later, with the consent of the Association, submit the matter to arbitration.

b. No claim by a unit member shall constitute a grievable matter beyond Level Two if it pertains to (1) any matter for which a detailed method of review is prescribed by law or which has traditionally been determined by the Commissioner of Education; (2) any matter which according to law is not mandatory negotiable.

c. Within ten (10) working days after receipt of written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator from a roster to be submitted from the Public Employment Relations Commission. If the parties are unable to agree upon an arbitrator, a request will be made of the Public Employment Relations Commission to submit a second roster of names. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

d. The arbitrator shall limit himself/herself strictly to the issues submitted to him/her and shall consider nothing else. He/she may add nothing to, nor subtract anything from, the Agreement between the parties.

e. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties with regard to grievances submitted on behalf of employees.

f. The costs for the services of the arbitrator shall be borne equally by the

Board and the Association. Any other expenses incurred shall be borne solely by the party incurring same.

G. Procedure - Policy/Administrative Decision Grievance

1. Level One - Principal

A member of the collective bargaining unit with a grievance shall first file and discuss it with his/her principal in an effort to resolve the matter informally. The discussions with the principal shall be held within five (5) working days of receipt by the principal of the grievance.

2. Level Two - Superintendent

a. If the grievant is not satisfied with the disposition of the grievance at Level One he/she may, within ten (10) working days after the discussion with the principal, appeal to the Superintendent of Schools.

b. The appeal to the Superintendent shall be in writing specifying the matter submitted to the principal, the decision made thereon and the desired relief.

c. At the time the appeal is submitted to the Superintendent or upon receipt thereof by the Superintendent, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Superintendent shall render a decision on the grievance within ten (10) working days of his/her receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

3. Level Three - Board of Education

a. If the grievant is not satisfied with the disposition of the grievance at Level Two he/she may, within ten (10) working days after the receipt of the decision, appeal to the Board of Education.

b. The appeal to the Board of Education shall be in writing specifying the matter submitted to the Superintendent of Schools the decision made thereon and the desired relief.

c. At the time the appeal is submitted to the Board of Education or upon

receipt thereof by the Board of Education, either party may request a conference to discuss the matter under appeal. The conference shall be held no later than ten (10) working days from the request.

d. The Board of Education shall render a decision on the grievance within ten (10) working days of its receipt of the appeal or within ten (10) working days of the conference, whichever event shall last occur.

e. The Board of Education shall consider the appeal not later than the second regularly scheduled Board of Education meeting following receipt of the appeal or following the conference whichever event shall last occur. The decision of the Board of Education shall be delivered to the grievant within ten (10) working days following the Board of Education meeting at which the matter is considered.

f. The decision of the Board of Education shall be final.

ARTICLE XXII, STRIKES AND JOB ACTION

A. Participation by any member of the collective bargaining unit in a strike or a refusal to perform assigned duties shall be just cause for disciplinary action.

B. No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members, will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar action which would involve suspension of or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

ARTICLE XXIII, EDUCATIONAL COUNCIL

A. The Educational Council is organized to provide a forum for the discussion of education issues and to advise and consult with the Board on these matters pertaining to the effective operation of the Warren Hills Regional School District. Topics for discussion are limited to nonnegotiable matters.

B. The Educational Council shall establish rules for its operation. Once established, changes may occur only upon the majority vote of the council.

C. The council shall meet a minimum of five (5) times per year with an established yearly calendar. The agenda for all meetings will be developed by the association representatives to the educational council. Agenda and previous minutes shall be developed and distributed one (1) week in advance of the scheduled meeting. The minutes shall be approved by a majority vote of the Educational Council.

D. Membership of the Educational Council shall consist of:

- Two members of the Board
- Superintendent of Schools
- Principal of the middle school and high school
- Two representatives of the high school staff
- Two representatives of the middle school staff

E. The Council shall be empowered by majority vote to form subcommittees to study and render reports to the Council concerning the topics suggested in Paragraph A above.

F. The primary function of the Educational Council is to recommend for Board consideration the establishment of policies and practice pertinent to the items suggested in Paragraph A above. The Council in preparing its recommendations

for Board consideration, shall, at all times, avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

G. The Educational Council shall study the duties, responsibilities, and make recommendations for new extracurricular activities not listed in this agreement, and submit its recommendation to the Board and the Association.

H. All reports and recommendations outlined above in Paragraph F shall be in writing.

ARTICLE XXIV, MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and the individual members of the collective bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Reproduction

The Board shall supply the Association with sufficient copies of this Agreement within thirty (30) days after the same has been executed for distribution to Association members.

D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

E. Grade Changes

No grade or evaluation of a student by a teacher shall be changed without prior consultations with the teacher by the principal. The change of a grade or evaluation following consultation with the teacher shall not be subject to the grievance procedure, but the affected teacher shall have the right to appeal the change of grade decision to the Superintendent. If still unresolved, the teacher may appeal the decision to the Board at its next regularly scheduled meeting, whose decision shall be final.

F. Seniority for Secretaries

Seniority for secretaries covered in this collective bargaining agreement pertains to those secretaries who have attained tenure as secretaries in this district and pertains specifically to those instances when a position is eliminated as the result of a reduction in force (RIF). Reductions in force affecting secretaries will be conducted in a similar fashion to reductions in force involving teaching staff. That is, if a reduction in force is effected and involves a tenured staff member, the person with the least time in the district would be the person released regardless of level.

G. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

H. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party may do so by telegram, registered or certified mail, at the following addresses:

1. If by Association, to Board of Education, Warren Hills Regional Schools, 89 Bowerstown Road, Washington, NJ 07882.

2. If by Board, to the President of the Association at his/her appropriate

address as filed with the Board of Education, or if he/she is unavailable to the registered agent of the Warren Hills Education Association at the address of the registered office of the Association.

ARTICLE XXV, DURATION OF AGREEMENT

This Agreement made between Warren Hills Regional Board of Education and Warren Hills Regional Education Association, shall become effective July 1, 2004 to June 30, 2007. This agreement will be extended until such time as a successful agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

signed by their respective president, attested by their respective secretary and their corporate seals to be placed hereon all on the following date -

WARREN HILLS REGIONAL
EDUCATION ASSOCIATION

By

By

WARREN HILLS REGIONAL
BOARD OF EDUCATION

By

By