

AGREEMENT  
BETWEEN THE  
SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION  
and the  
SOMERSET COUNTY EDUCATIONAL SERVICES COMMISSION  
SUPPORT STAFF ASSOCIATION

July 1, 2004 – June 30, 2007



ARTICLE I  
RECOGNITION

- A. The Board hereby recognizes the Support Staff Association as the sole representative designated for the purpose of collective negotiations by the majority of the substitute teachers/teacher aides/time-out aides, secretaries and secretary/receptionists (Support Staff) employed by the Somerset County Educational Services Commission (SCESC-Board).
- B. All full time and part time substitute teachers, teacher aides, time-out aides, secretaries and secretaries/receptionist are eligible for membership. All others are excluded.

ARTICLE II  
NEGOTIATIONS

- A. To effect the development of a successor agreement, the Board and the Support Staff Association (Association) agree to commence negotiations on or before January 15 of the final year of the contract to establish ground rules.
- B. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- C. Both parties' teams have the authority to reach tentative agreement only. Ratification of any tentative agreement is reserved to the full Board and Association respectively.

ARTICLE III  
GRIEVANCE PROCEDURE

Definitions:

Grievance:

A claim by a teacher aide, substitute or secretary or the Association based upon the interpretation, application or alleged violation of this agreement, Board policy or administrative decision adversely affecting terms and conditions of employment of a teacher aide, substitute, secretary or a group of thereof.

Grievant:

The teacher aide, substitute or secretary making the claim.

Conferee:

A fellow teacher aide, substitute, secretary or other representative.

- A. GENERAL

1. Re-employment of a teacher aide, substitute or **non tenured** secretary is not a grievable matter at any level.  
**Procedures for termination of teacher aides, substitutes or secretaries:**  
**1<sup>st</sup> Incident : The teacher aide or substitute will receive a verbal warning**  
**2<sup>nd</sup> Incident: The teacher aide or substitute will receive a written notice.**  
**3<sup>rd</sup> Incident: Termination by the Board.**  
**Exception to the above procedure: If student is assaulted by the teacher aide or substitute.**
2. A grievant shall have the right to present his/her own appeal or to designate another person of his/her own choosing to appear with him/her at any step of his/her appeal.
3. A grievance must be initiated by the teacher aide, substitute or secretary, within twenty (20) school days of the date the teacher aide, substitute or secretary knew or should have known of its occurrence.
4. If the same alleged grievance or substantially the same alleged grievance is made by more than one teacher aide, substitute, secretary **or Association** against one respondent, only one teacher aide, substitute or secretary on behalf of self and the other complainants may process the complaint through the adjustment procedure. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher aide, substitute or secretary to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and not subject to further appeal.
6. The time limit provided for in this procedure may be extended by mutual written agreement of the parties.
7. It is agreed and understood that during and notwithstanding the pendency of any grievance, all teacher aides, substitutes or secretaries including the grievant, shall continue under the direction of the Superintendent and continue to observe all assignments and applicable policies, rules and regulations of the Board until such grievance or grievances and any effect thereof shall have been fully determined.
8. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
9. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.
10. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. **If a resolution is not forthcoming, time lines may be waived during the summer months.**
11. A copy of all correspondence shall be sent to the Association prior to each level and subsequent to each decision.

12. Nothing herein contained shall be construed as limiting the right of any teacher aide, substitute or secretary having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of the agreement and that the Association has been given the opportunity to be present at such meeting for adjustment and to state its views.
13. The Superintendent and the Association mutually agree to develop and institute a grievance form to be used for the processing of grievances.

LEVEL ONE:

- A. Alleged grievances by a teacher aide, substitute or secretary should be discussed in a private, informal conference with the grievant's immediate supervisor.
- B. The immediate supervisor must render an oral decision within five (5) school days.

LEVEL TWO:

- A. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher aide, substitute or secretary, the grievant has ten(10) school days to present his/her grievance in writing to the supervisor with immediate supervisory responsibilities for the position to which the complainant is assigned. The name of the conferee shall be included in the written statement of grievance. This statement shall be a clear, concise statement of the grievance; the circumstances on which the grievance is based; the decision rendered at the private conference; and the remedy sought.
- B. The immediate supervisor shall communicate his/her decision in writing with reasons, to the teacher aide, substitute or secretary,(s) within ten (10) school days of receipt of the written grievance.

LEVEL THREE:

- A. The teacher aide, substitute or secretary, no later than five (5) school days after receipt of the supervisor's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and shall include a copy of the original grievance; the decision rendered; and a clear, concise statement of the reasons for the appeal on the decision.
- B. The Superintendent shall communicate his/her decision in writing to the grievant within fifteen (15) school days from the receipt of the written appeal or date of conference.
- C. Either party in the appeal may request a personal conference within the above time limits.

LEVEL FOUR:

- A. Within five (5) school days after receiving the decision of the Superintendent, or if the Superintendent does not answer within 15 days, the grievant may, on his/her own or through a conferee, appeal the decision in writing to the Board.
- B. The Board or a Committee to act on its behalf shall schedule the matter for a hearing at the next executive session to be held, from the receipt of the written appeal. The grievant and his/her conferee shall be present at the hearing.
- C. Within twenty (20) school days, of the hearing, the Board or the Committee will submit its decision in writing, together with supporting reasons to the grievant. A copy shall be furnished to the supervisor involved and the Superintendent.

LEVEL FIVE:

- A. No claim by a member of the bargaining unit or the Association shall constitute a grievable matter beyond Level Four or be processed beyond Level Four unless it alleges a specific violation of a provision of this agreement or if it is a matter which (a) a method of review is prescribed by law or State Board rule having the force and effect of law, or (b) the Board of Education is without authority to act.

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the teacher aide, substitute or secretary, and the teacher aide, substitute or secretary wishes review by a third party, he/she shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request non-binding or advisory arbitration of the grievance through written notification to the Board through the Superintendent.

B. Advisory Arbitration

- 1. A request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties agree to abide by the rules and regulations of PERC in the selection of an arbitrator.
- 2. The arbitrator shall be limited to the issues as submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory, except as otherwise required by law. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- 3. The Board shall render its final decision within (10) school days after its next meeting after receipt of the arbitrator's recommendation. Copies of said decision shall be forwarded to the aggrieved, his/her representatives, and the Association.

C. Costs

- 1. The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties, and such costs shall be shared equally.

2. All other costs shall be borne by the parties incurring them.

#### ARTICLE IV

##### ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher aide, substitute or secretary is required by the Board or its agent to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay or benefits.
- B. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have the right to use school equipment on-site upon approval of the Superintendent, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Board shall provide appropriate billing to the Association for such use and for the cost of all repairs to damaged equipment.
- D. An agreeable area to both the Association and the Administration shall be located for the purposes of posting materials to communicate with the membership.
- E. The Board agrees to deduct from the salary of each teacher aide, substitute or secretary from whom it receives a written authorization to do so, one-tenth (1/10) of the required amount of fees for the payment of Association dues each month, in accordance with the law.
- F. Association representatives shall not leave their respective work places during their scheduled working hours for the purpose of transacting Association business.

#### ARTICLE V

##### MANAGEMENT RIGHTS

**The Board of Directors, subject only to the express written provision of this agreement, reserves to itself all rights and responsibilities of management of the SCESC and full jurisdiction and authority to make and review policy, rules, regulations and practices in furtherance thereof. The exercise of the foregoing powers, use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms of this agreement are in conformance with the law and regulations of the State Board of Education.**

#### ARTICLE VI

##### SALARIES

- A. The salaries of all teacher aides, substitutes or secretaries covered by the Agreement are set forth in Article XIV, which is attached hereto and made a part hereof.

- B. Placement on the salary guide shall be initially determined by the Superintendent.
- C. **It is the responsibility of the teacher aide, substitute or secretary to maintain their own certification. The administration agrees to provide a reminder to support staff of the expiration date of their certification by listing the date on spring re-employment letters or on the accumulated sick leave notices provided for in Article VI, item D.**
- D. Full time Teacher aides or substitutes employed on a ten-(10) month basis shall be paid in twenty (20) equal semi-monthly installments. Full time (12) month secretaries shall be paid in twenty four equal semi-monthly installments. Full Time shall constitute 29.5 or more hours per week. All others are excluded and will be paid via time sheets on a monthly basis.
- E. Pay dates shall be the 15th and last day of each month. In cases where a pay date falls on or during a school holiday, vacation or weekend, teacher aides, substitutes or secretaries shall receive their pay checks on the last previous working day.
- F. Teacher aides or substitutes shall receive their final checks on the last working day in June after completing all assigned duties and responsibilities, according to a checklist of items made available by June 15th.
- G. The Board shall provide a system for direct deposit of regular pay checks for employees. Employees shall notify the Board of their desire to participate in the direct deposit program no later than the first day of school in September and must remain in the program for the entire year. Informational: ADP needs two months to set up direct deposit with month one used a pre-note test of the Federal Reserve routing sequencing.
- H. Association members may choose to have money deducted monthly to be paid into a Tax Sheltered Annuity Account by completing the carrier authorization form and submitting it to the Business Office by the 5th business day of the month in which the charge is to occur. The Board shall choose the carriers after considering recommendations from the Association. Association members may choose only one carrier per school year. Association members may alter the amount of their deduction (no more than three alterations per year per individual) by informing the Business Office in writing by the 5th (business) day of the month in which they want the change to take place.
- I. Teacher aides, substitutes or secretaries shall not be required to transport students in their privately owned vehicles.
- J. Teacher aides, substitutes or secretaries will be reimbursed at the IRS rate per mile for any required travel in addition to their initial assignment for that day. Payment will be made within 45 days of submission of request to immediate supervisor.
- K. The Board guarantees all teacher aides, substitutes or secretaries a **non paid and duty free** lunch equal to 30 minutes.

## ARTICLE VII

### PERSONAL ILLNESS LEAVE

- A. Teacher aides or substitutes with full-year contracts shall be granted ten (10) personal illness days each year as of the first official day of said school year, whether or not they report for duty on that day. Teacher aides or substitutes who begins employment in a month other than September

shall be granted one personal illness leave day for each month remaining in the school year. Unused personal illness leave days shall be accumulated from year to year with no maximum limit.

- B. Full time (12) month secretaries with contracts shall be granted ten (10) personal illness days and **(3) family illness days each year** as of the first official day of said school year, whether or not they report for duty on that day. Twelve month secretaries who begins employment in a month other than September shall be granted one personal illness leave day for each month remaining in the year plus a prorated number of family illness days.. Unused personal illness leave days shall be accumulated from year to year with no maximum limit.
- C. Personal illness leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Superintendent may require a physician's certificate at any time.
- D. Teacher aides, substitutes or secretaries shall be given a written accounting of accumulated personal illness leave days no later than September 30th of each school year.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

#### Personal Days

- A. Teacher aides, substitutes or secretaries shall be entitled to the following leaves of absence with full pay each school year.
  - 1. Teacher Aides or Substitutes: Beginning in Contract Year 2004-2005: One (1) personal leave day without reason shall be granted upon notice by the teacher aide or substitute. Unused personal leave days will be accumulated as sick days. Starting in Contract Year 2005-2006 and continuing into 2006-2007: Two (2) personal leave days with reason shall be granted upon notice by the teacher aide or substitute. Unused personal leave days will be accumulated as sick days.
  - 2. Secretarial: Two (2) personal leave days shall be granted upon notice by the secretary. Unused personal leave days will be accumulated as sick days. One (1) personal family leave day shall be granted upon notice by the secretary which will be non accumulative from year to year.
  - 3. Notification or application for these leaves shall be made in writing to the Superintendent or Principal at least five (5) school days before the date of requested leave, except in case of emergency.
  - 4. Personal leave on days immediately preceding or following scheduled school holidays may be granted only for extenuating circumstance at the discretion of the Superintendent.
  - 5. Not more than two teacher aides, substitutes or secretaries will be granted leaves of absence, under this section, on any given day, except in case of emergency and subject to the availability of substitute coverage.
  - 6. Bereavement Days: Up to three **(3) days leave** in the event of death of a teacher aide, substitute or secretary's spouse, child, father, mother, including persons living in the

employee's immediate household and you may use two (2) days, in the event of the death of a brother, sister, grandmother and grandfather, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law; and loved one or relative. There is an understanding that the employee may not be well enough to return to work within the above time limits and may use sick leave

7. No other leaves of absence, with or without pay, may be taken without approval of the Superintendent.
8. Teacher aides or substitutes absent for any reason not heretofore specified shall have a salary deduction of the per diem rate of 1/183 of the annual contracted salary. Secretaries shall have a salary deduction of the per diem rate of 1/240 of the annual contracted salary.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

#### A. Medical Disability Leave:

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher aide, substitute or secretary shall be granted an extended leave of absence. Such leave shall be without pay, except that the teacher aides, substitutes or secretaries may, during the period of actual medical disability, utilize accumulated personal illness leave benefits.
2. A teacher aide, substitute or secretary who anticipates a medical disability shall notify the Superintendent in writing of the anticipated commencement date of the disability as soon as known.
3. The Board reserves the right to regulate the commencement of a teacher aide, substitute or secretary's request to return to work, termination dates of the anticipated medical disability leave in order to preserve educational continuity.
  - A. The teacher aides, substitutes or secretaries shall specify in writing a best estimate of the dates of commencement and termination of the requested medical disability leave, and the Board shall consider these dates when granting a leave.
  - B. Nothing herein shall prevent the teacher aide, substitute or secretary or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change in the dates of a leave already granted by the Board should be submitted at least two weeks in advance and there should be no more than a two-week discrepancy on the mutually agreed upon new dates.
4. A teacher aide, substitute or secretary returning from a medical disability shall be entitled to all benefits to which that teacher aide, substitute or secretary was entitled at the time the leave commenced, less any used personal illness leave, due to disability.
5. Full time, 29.5 hours or more per week teacher aide, substitute or secretary on unpaid leave of absence may continue their health insurance coverage under the existing SCESC

plan, if he/she pay the premium one month in advance, subject to the regulations of the carrier and subject to law.

B. Adoption and Child-Rearing Leave:

1. For purpose of adoption and/or child-rearing, a teacher aide, substitute or secretary shall be granted an extended leave of absence without pay.
2. Child-rearing leave under this section is defined to mean a voluntary absence from active employment for the purpose of child care commencing after the birth of a child or after the end of a pregnancy-related disability or on the approximate date of obtaining legal guardianship of an adopted child.
3. A teacher aide, substitute or secretary who anticipates taking a leave under this section shall notify the Superintendent, in writing, of the anticipated commencement date of such leave as soon as the teacher aide, substitute or secretary knows of it.
4. The Board reserves the right to regulate commencement and within one month of teacher aide, substitute or secretary's request to return to work, termination dates of leaves for these purposes in order to preserve educational continuity.
5. Nothing herein shall prevent the teacher aide, substitute or secretary or the Board from agreeing to modify the commencement and termination dates of a leave to a mutually agreeable change in the dates. A requested change must be submitted in writing to the Superintendent by the teacher at least two weeks prior to the requested date of return.
6. Leave under this section shall terminate no later than the beginning of the school year following the first birthday of the child, or in the case of adoption, no later than the beginning of the school year following the first annual celebration of the date of legal guardianship and in either case the teacher aide, substitute or secretary must notify the Superintendent of his/her intent to return no later than the preceding April 1st.

**Below Covered under the Family Medical Leave Act: Items C, D, E & F**

- C. All benefits to which a teacher aide, substitute or secretary was entitled shall cease at the time his/her leave of absence, under this article commences, but upon returning, the teacher aide, substitute or secretary shall be entitled to all benefits to which he/she was entitled at the time the leave commenced.
- D. The Board shall be notified in writing by April 1 before the expiration of a leave granted under this article, that he/she intends to return to work at the beginning of the subsequent school year. Failure to so notify the Board constitutes a resignation.
- E. Time spent on leave under this article shall not count toward the fulfillment of the time requirements for acquiring tenure, salary guide placement experience, seniority, sick leave accumulation, etc.
- F. Nothing in this article shall be construed as obliging the Board to grant a leave to a teacher aide, substitute or secretary, who is not under tenure, beyond the expiration date of his/her employment contract.

## ARTICLE X

### INSURANCE

- A. The Board agrees, that for the life of this contract, the Board shall define full time employees as 29.5 hours per week. Full time employees hired before June 1, 2004 will be provided individual health-care insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Health Benefits Plan for Blue Cross, Blue Shield, Major Medical and Rider J. However, no medical benefits shall be granted to part-time (less than 29.5 hours) employees. Teacher aides, substitutes or secretaries are considered full time employees when employed 29.5 hours or more per week, unless otherwise grandfathered.
- B. The Board agrees that for the life of this contract full time employees hired after June 1, 2004 will be provided only individual health-care PPO insurance coverage and one hundred percent (100%) premium for family, or parent and child, or husband and wife based upon equivalent coverage of the New Jersey Plus (PPO) plan.<sup>1</sup> However, no medical benefits shall be granted to part-time employees. The Board reserves the right to activate or deactivate the foregoing provision based upon the needs of the Commission, to the extent permitted by law and by the rules of the insurance provider selected by the Commission.
- C. The Board shall request the health-care insurance carrier to provide each teacher aide, substitute or secretary with a description of the health-care insurance coverage provided under this article including conditions and limits of coverage listed.
- D. Optional Dental Insurance: The teacher aide, substitute or secretary, at their own expense, may elect to be included in the Board's dental insurance program at no cost to the Board. If this option is chosen, the teacher aide, substitute or secretary will pay for individual or family dental health-care insurance coverage at the rate specified by the dental carrier. The Board agrees to transmit the teacher aide, substitute or secretary's dental payroll deductions to the dental carrier as applicable. In the event the Board decides to change dental insurance carriers, coverage will be provided equal to the current Delta Dental policy or the teacher aide, substitute or secretary will have the option of terminating coverage . A meeting to explain the new carrier will be held prior to the Board's approval

## ARTICLE XI

### WORK YEAR

- A. The in-school work year for full time teacher aides or substitutes, employed on a ten (10) month basis shall not exceed 183 days unless mutually agreed to by the employee and administration. The work day for full time teacher aides or substitutes will be a continuous 6 hrs. and 30 minutes per day with a non paid duty free 30 minute lunch.
- B. The secretarial work day for full time secretaries will be a continuous 7 hrs. and 30 minutes per day with a non paid duty free 30 minute lunch. **The Secretaries work year will be 240 days**

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<sup>1</sup> This provision shall not apply to the current State Health Benefits Plan utilized by the Commission, but shall take effect in the event the Commission elects another carrier or NJSHBP changes its regulations.

**with a 12 month calendar.** Secretaries shall be provided an opportunity for input into developing the calendar.

- C. Full time secretaries on a 12 month contract shall receive 12 vacation days annually. A maximum of five vacation days may be carried over until the following year but must be utilized prior to December 31.
- D. Secretaries shall receive thirteen paid holidays.
- E. Dependent upon the needs of the Commission, it is understood that secretaries will have winter recess off. If necessary, comp time will be granted for time worked during winter recess.
- F. **The Board agrees to not hire teacher aides or substitutes between 26.5 and 29.5 hours per week. Those hired at 29.5 hours or more would be full time and eligible for health benefits. May 14, 2004 meeting.**
- G. **Summer hours to be determined by principal within the 7:30 am to 3:30PM.**

## ARTICLE XII

### MISCELLANEOUS

- A. For the purposes of calculations:  
Teacher aides or substitutes: Per Diem Deductions/Payments from salary will be 1/183 of full time 10 month annual salary.

For the purposes of calculations:  
Secretaries: Per Diem Deductions/Payments from salary will be 1/240 of full time 12 month annual salary.

## ARTICLE XIII

### AGENCY SHOP

- A. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part of this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
  1. The Association agrees to notify the Board of Education in writing of the amount of the representation fee to be collected for each listed member. The Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.
  2. The Association will determine the amount of the representation fee in accordance with law, which shall not exceed 85% of the regular membership dues.

3. The Board will deduct from the salaries of such employees in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
4. Payment of the representation fee shall be made to the bargaining representative during the term of the collective bargaining agreement, but in no case sooner than the 30<sup>th</sup> day following the beginning of an employee's employment in a position included in the negotiating unit, and the 10<sup>th</sup> day following re-entry into the unit.

Re-entry: Employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position, and individuals being re-employed in such unit from a re-employment list.

5. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees 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. Fee shall be deducted after February 1 of each school year in equal monthly installments to be paid February thru June of each year.
7. The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
8. The Board shall continue its current procedure of submitting to the Association a copy of the Agenda of the Somerset County Educational Services Commission including section "C: Personnel", listing all employees who began their employment in a teacher's bargaining unit position during the time period covered by the meeting.

Informational: Current practice: The Association President receives a copy of the Board Agenda approximately one week prior to each Board meeting which lists all new employees, date of hire, position and salary.

9. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

#### ARTICLE XIV

#### CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any teacher aide, substitute or secretary or group of teacher aides, substitutes or secretaries is held to be contrary to law, then such

provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XV

FULLY BARGAINED

**This agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues. 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. All terms and conditions have been fully bargained including no past practices. This agreement shall not be modified by the parties except by writing duly executed by both parties.**

ARTICLE XVI

SEPARABILITY

If any provision of this agreement is deemed to be illegal by a court or agency of competent jurisdiction, then it shall be deemed to be deleted, but the remaining provisions of the agreement shall remain in full force and effect.

ARTICLE XVII

SALARIES

	Full-time	Hourly
2004-2005	Annual	
Teacher Aides	\$17,350	\$16.07
Substitute (Certified)	\$20,412	\$18.90
2005-2006	Annual	
Teacher Aides	\$18,429	\$17.07
Substitute (Certified)	\$21,684	\$20.08
2006-2007	Annual	
Teacher Aides	\$19,579	\$18.13
Substitute (Certified)	\$23,034	\$21.33

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2004-2005 Secretaries (Raritan & Finderne)	Annual \$28,443
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2005-2006 Secretaries (Raritan & Finderne)	Annual \$30,214
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2006-2007 Secretaries (Raritan & Finderne)	Annual \$32,096
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2004-2005 Secretary/Receptionists (Bd. Office)	Annual \$26,212
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2005-2006 Secretary/Receptionists (Bd. Office)	Annual \$27,844
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2006-2007 Secretary/Receptionists (Bd. Office)	Annual \$29,578
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#### ARTICLE XVIII

#### DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2004 and continued in effect until June 30, 2007. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement in writing.

This agreement constitutes the complete understanding of all that was negotiated between the parties.

SOMERSET COUNTY EDUCATIONAL  
SERVICES COMMISSION  
SUPPORT STAFF ASSOCIATION  
Officers

SOMERSET COUNTY EDUCATIONAL  
SERVICES COMMISSION  
BOARD OF DIRECTORS

By: \_\_\_\_\_  
Mr. Tad Stuyzyski, Support Staff President  
Negotiations Committee

By: \_\_\_\_\_  
Mr. Al Smith, Board President

By: \_\_\_\_\_  
Mr. Michael Pariso, Support Staff VP  
Negotiations Committee

By: \_\_\_\_\_  
Dr. Thomas Boyle, Superintendent  
Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sidebar Agreement

Teachers Aides  
Grandfather List:

Eligible for full time health coverage:  
currently working 28 ¾ hours as teacher aides  
to be considered 30 hour per week employees for  
health coverage

The Board recognizes the following as Full Time Teacher Aides/Substitutes at 29.5 or more hours (30 hours under State Health Benefits Plan) per week eligible for health benefits as per the rules and regulations of the State Health Benefit Program and as permitted by law:

<u>June Barresi</u>	<u>Lisa Kazman</u>	<u>Ron Kozlowski</u>	<u>Jill Murphy</u>
<u>Marc Pearson</u>	<u>Patrick Smith</u>	<u>Dienene Williams</u>	<u>John Barresi</u>
<u>Deanna DeMarco</u>	<u>Jennifer Mack</u>	<u>Thomas Madden</u>	<u>Kelly Mostello</u>
<u>Mike Pariso</u>	<u>Kim Roessner</u>	<u>Barbara Stewart</u>	<u>Tad Stuzynski</u>
<u>Rajani Takkellapati</u>	<u>Lisa Wytko</u>	<u>Bob Haines</u>	<u>Rich Kline</u>

The Association and Commission agree that the above named individuals shall be considered to be full-time employees under the provisions of the parties' 2004-2007 collective bargaining agreement.

The parties further agree that the following newly hired employees shall also be considered to be full time, if and only if the Board of Director's Resolution appointing them specifies their employment to be n less than 29.5 hours per week.

For the Association  
(authorized representative)

For the Board

\_\_\_\_\_  
Signature/Title/Date

\_\_\_\_\_  
Signature/Title/Date

Attest:

Attest:

\_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Signature (Date)

**TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
I RECOGNITION .....	1
II NEGOTIATIONS OVER SUCCESSOR AGREEMENT .....	1
III GRIEVANCE PROCEDURE.....	1
IV ASSOCIATION RIGHTS AND PRIVILEGES .....	5
V MANAGEMENT RIGHTS .....	5
VI SALARIES .....	5
VII PERSONAL ILLNESS LEAVE.....	6
VIII TEMPORARY LEAVES OF ABSENCE - PERSONAL DAYS.....	7
IX EXTENDED LEAVES OF ABSENCE.....	8
X INSURANCE PROTECTION - MEDICAL & DENTAL .....	10
XI WORK YEAR .....	10
XII MISCELLANEOUS - PER DIEM DEDUCTION RATES.....	11
XIII AGENCY SHOP.....	11
XIV CONFORMITY TO LAW.....	12
XV FULLY BARGAINED .....	13
XVI SEPARABILITY .....	13
XVII SALARY GUIDE .....	13
XVIII DURATION OF AGREEMENT .....	14