

AGREEMENT

Between the

**WINSLOW TOWNSHIP
PARAPROFESSIONAL
ORGANIZATION**

And the

**BOARD OF EDUCATION OF WINSLOW
TOWNSHIP
THE COUNTY OF CAMDEN, NEW JERSEY**

July 1, 2007 – June 30, 2010

TABLE OF CONTENTS

ARTICLE I. – Recognition	1
ARTICLE II. Grievance Procedure	1
ARTICLE III. Employee Rights	3
ARTICLE IV. – Organization Rights	4
ARTICLE V. – Personnel Files	5
ARTICLE VI. – Assignments, Transfers and Vacancies	6
ARTICLE VII – Evaluations	7
ARTICLE VIII – Personal Leave, Bereavement Leave and Jury Duty	7
ARTICLE IX. – Sick Leave	8
ARTICLE X. – Leaves of Absence	9
ARTICLE XI – Vacations	10
ARTICLE XII – Work Year / Holidays	11
ARTICLE XIII – Salary	12
Salary Scale for Contract Year	12a.
ARTICLE XIV. – Hazardous Conditions	13
ARTICLE XV. – Seniority, Layoff and Recall	13
ARTICLE XVI. – Professional Development	14
ARTICLE XVII. – Health Insurance	15
ARTICLE XVIII. – General Provisions	16
ARTICLE XIX. – Terms of Agreement.....	17

Article I. Recognition

The Board recognized the Winslow Township Paraprofessional Organization as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following: all regularly employed paraprofessional employees of the Winslow Township Board of Education including those in the job classifications Lunchroom/Playground aide (LPA), Educational Student Aides Classrooms, Educational Student Aides Bus, Breakfast Aides, Copy Clerk, Clerk Typists, Caregivers and Head Caregivers. Excluded: All managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees and all other employees of the Winslow Board of Education.

Article II. Grievance Procedure

Definition

A *grievance* is a claim by an employee(s) or the Organization based on the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee(s) or past practices that have occurred since the inception of the Agreement.

A *grievant* shall refer to the employee(s) or the Organization making the claim on behalf of the employee(s) or the Organization on behalf of itself.

Failure to respond within the time deadlines outlined below shall allow either party to advance to the next step of the grievance procedure.

STEPS

The procedure for handling a grievance is outlined below. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the claim. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The number of days indicated at each level should be considered as a maximum, with every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

STEP 1:

A grievant(s) shall meet to discuss a grievance with his/her immediate supervisor within twenty-five (25) working days of the occurrence or when the grievant(s) first had knowledge of the situation giving rise to the grievance or thereafter will be barred. The WTPO's designated representative may be present at this meeting. The immediate supervisor shall respond to the grievance as soon as possible but not later than five (5) working days from the date that the grievance was discussed. If the immediate supervisor's answer does not resolve the grievance and the grievant chooses to pursue the matter further, the grievant shall submit the grievance in writing using the Formal Grievance Procedure Form. This form shall be submitted within five (5) working days from the receipt of the supervisor's response and shall set forth the facts upon which the grievance is based, the section (s) of this Agreement where the employee's rights are alleged to have been violated and the remedy or correction sought. As a result of this action, the grievance shall be referred to Step 2.

STEP 2:

If no satisfactory response is received within five (5) working days, the WTPO representative or designee, the grievant, the Superintendent or his/her designee and the immediate supervisor shall meet to discuss the grievance. If no satisfactory agreement is reached between the parties within five (5) working days of receipt of the grievance form, the matter will be referred to Step 3.

STEP 3:

A Grievance Committee comprising the WTPO representative or designee and the Superintendent or his/her designee shall meet in an effort to resolve the grievance. If no satisfactory agreement is reached between them within five (5) working days of receipt of the grievance, the matter shall be referred to Step 4.

STEP 4:

The WTPO shall submit a written copy of the grievance to the Board of Education or their designees through the Secretary of the Board within ten (10) days of the committee meeting. The Board shall, within twenty (20) working days of the date of filing, either uphold the grievance or form a committee and hold a hearing on the grievance. Should a hearing be held, the grievant and the WTPO shall be notified in writing no later than five (5) working days after the hearing of the recommendation from the Committee. The Board of Education shall publicly indicate its disposition of the grievance at its next regularly scheduled meeting after notification to the grievant and the WTPO.

STEP 5:

All differences, disputes or grievances between the parties that are not satisfactorily settled after the steps indicated above shall, at the request of the WTPO, be submitted to arbitration within fifteen (15) working days to the Public Employment Relations Commission (PERC). The rules of that agency shall apply. Neither the Board nor the WTPO shall be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. No more than one (1) substantive issue may be submitted to the arbitrator at any proceeding unless agreed to in writing by both parties. The arbitrator shall submit a written decision within thirty (30) days of the close of the hearing setting forth his findings of fact, reasoning and conclusions on the issue submitted. Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, all bargaining unit members of the WTPO shall not become involved in any type of job action(s) for this purpose.

Conditions

All time spent during normal working hours in the adjustment of grievances and arbitrations will be paid at straight time. The WTPO and the Board shall share equally the arbitrator's fee and expenses.

The WTPO and the Board shall have the right to include the grievant in any of the above steps of the grievance procedure as outlined above. The grievant shall suffer no loss of pay for these hours.

Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the Board within twenty (20) working days from the date of discharge or the same will be deemed to have been waived.

A grievance may be withdrawn at any level.

Article III. EMPLOYEE RIGHTS

1. No employee shall be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
2. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in their position, employment or the salary or any increments pertaining thereto, they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of their choice present.
3. No employee shall be prevented from wearing pins or other identification of membership in the WTPO or its affiliates.
4. An employee shall not be reprimanded in the presence of a student, member(s) of the public or other staff member(s) by an administrator without justifiable, substantive reasons.
5. The Board and the WTPO agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, age, sexual orientation, disability or participation or non-participation in union activities.
6. The Board ensures that any individual or group may take appropriate legal steps in their self-interest without fear of reprisal.
7. With proof of value, the Board shall reimburse employees for the cost, not to exceed \$250, of any clothing or personal property damaged as a result of restraining students or personal attack in the discharge of their duties within the scope of employment.
8. In order to ensure a safe working environment, a committee will be formed to assess the need for supplies. This committee shall consist of two (2) principals, one (1) Board member and three (3) WTPO members and shall report their recommendations to the Superintendent.
9. Any employee required to meet with an administrator shall be given prior written notice of the items to be discussed at the meeting. Whenever an employee is required to appear before an administrator in an interview which they reasonably believe may lead to disciplinary action, they shall be given prior notice of the subject of the meeting and shall be entitled to a WTPO representative to advise them during such meeting. If a meeting occurs between an administrator and an employee which the employee did not believe could lead to disciplinary action, and this meeting does lead to a discussion of matters that the employee reasonably believes could result in disciplinary action, the employee has the right to recess the meeting until such time as a WTPO representative can be present.
10. An employee who requests a meeting with an administrator concerning a disciplinary action shall be entitled to same and may have a WTPO representative present.
11. Whenever unit members are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or negotiations, they shall suffer no loss of pay.

12. Any employee with ten (10) or more years experience as a classroom ESA shall be exempt from any and all testing requirements imposed by the No Child Left Behind Act of 2001, 20 U.S.C. 6301 *et seq.*, and/or any amendment thereto, or any other federal or state legislation which does not impose mandatory testing requirements on local school districts.

Article IV. ORGANIZATION RIGHTS

The WTPO shall have the right to place materials in bargaining unit members' mailboxes and shall have the use of the inter-school mail system. Every effort will be made by the WTPO to ensure that students are not exposed to such communications.

1. The WTPO shall have the right to use all office equipment when not otherwise in use in all schools. The WTPO shall pay for the reasonable cost of materials incidental to such use.
2. The WTPO shall have the privilege of using school buildings for meetings, without cost, as long as administrative permission has been granted in accordance with Board policy. The principal of the building in question shall be notified one day in advance of the time and place of all such meetings. Approval shall be required within the framework of building availability and shall not be unreasonably withheld.
3. If available, the WTPO shall have in each school building the use of a bulletin board in each faculty lounge and unit member's dining room providing the facilities are not used for classrooms.
 - a. The location of the WTPO bulletin boards in each room shall be designated by the WTPO and the administration.
 - b. The WTPO agrees not to post material inappropriate to the school setting.
4. If, in the judgment of the Board, office space becomes available to the WTPO, and its location is mutually agreed upon, such space will be provided without cost to the WTPO. The Board, however, reserves the right to reassign space as needed to accommodate the primary function of the building, that being a place to educate.
5. Pursuant to the Open Public Records Act (P.L. 2001, Ch404 (N.J.S.A.47:1-A-1 et seq) the board will provide access to matters of public record to members of the WTPO. Copies shall be provided in accordance with the Board's approved fee schedule.
6. Prior to each Board meeting, the Board shall send to the President of the WTPO a copy of the agenda. The President shall also receive an email of the board briefs within thirty (30) days of the meeting.
7. On or about the last day of the month, the Board shall submit to the WTPO a list of all unit members who began their employment in a bargaining unit position during the preceding thirty (30) day period. Said list shall include name, job title, and date of employment (the date the unit member is placed on the payroll).
8. The Board shall provide the opportunity for the WTPO to have a representative participate with administration in the planning of in-service workshops for paraprofessionals.
9. Any proposed changes in rules, regulation and/or policy affecting working conditions must be negotiated between the Board and the WTPO in accordance with N.J.S.A.34:13A-5.3.

10. In accordance with the statutes, the Board agrees to deduct from the salary of each unit member from whom it receives authorization to do so, the required amount of payment of WTPO dues. Such payments accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the WTPO Treasurer within the first seven (7) calendar days of the following month. After the initial list is forwarded, only monthly modifications to such in addition to the appropriate sums need be forwarded to the WTPO Treasurer.
11. The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment toward a disability plan of the WTPO's choice, and the amount deducted shall be forwarded to the appropriate recipient as designated in writing by the WTPO.
12. The Board shall deduct from each employee who is not a member of the WTPO a representation fee equal to eighty-five percent (85%) of the amount of the WTPO's dues, fees and assessments.
13. All WTPO Officers, and Building Representatives shall be permitted to conduct union business as needed and shall suffer no loss of pay.

Article V. PERSONNEL FILES

- A. The district shall maintain one (1) personnel file on each employee which shall include, but not be limited to, the following:
 1. Personnel Information;
 2. Information relating to the employee's accomplishments submitted by the employee or placed in the file at their request;
 3. Records generated by the district;
 4. Job description;
 5. Information indicating special achievements, performance and contributions.
- B. The employee may, upon request, examine the individual personnel file referred to in item A above and photocopy material therein, within (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.
- C. All material requested by the district in connection with the employee's original employment shall be maintained in a confidential "Pre-employment File", which shall not be available for examination by the employee. This file is separate from the personnel file.
- D. The Office of Human Resources will be responsible for the safekeeping of the personnel files.
- E. Unit members shall be shown disciplinary/evaluative material to be placed in their personnel file and shall acknowledge by signature having seen same. Such acknowledgement shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file within five (5) calendar days after reviewing such material.

F. Personnel files will be available to the appropriate administrative personnel and Board members when matters of promotion, retention and performance are under discussion.

G. No employee shall be discharged, disciplined, reprimanded or reduced in rank or have their compensation reduced without just cause.

Response to Evaluation

When an employee receives a written evaluation or letter of discipline, then the employee, within five (5) calendar days, may provide their immediate supervisor with a written response, and the response will also be incorporated into the employee's personnel file.

Article VI. ASSIGNMENTS, TRANSFERS AND VACANCIES

A. Assignments

1. All unit members shall be given written notice of their class and or/subject assignment where applicable, building assignment and room assignment for the forthcoming year not later than June 15th.

2. In the event that changes in such schedules, class and/or subject assignment, building assignment or room assignment are required after June 15th, the unit member affected shall be notified in writing as soon as possible by a letter sent to the summer address previously designated by the unit member. A conference concerning these matters may be arranged with the Superintendent or his designee, if requested, by the unit member.

B. Voluntary Transfers and Reassignments

1. No later than May 15th of each school year, the Superintendent shall deliver to the WTPO a list of the known vacancies and new positions, including location, which shall occur for the following year.

2. Unit members who desire a change in assignment or to transfer to another building, may file a written request with the Superintendent no later than June 15th or within ten (10) days of the date that a vacancy or new position is posted. Such statement shall include the position to which the unit member desires to be assigned and the school or schools to which they desire to be transferred. A new request must be submitted yearly.

3. When there is a vacancy in an existing position or a new position is created, unit members requests for change in assignment and /or location shall be considered before employees are involuntarily transferred or new employees are hired.

4. Unit members who have worked two years in the District and who voluntarily transfer to a new position, within the unit, shall start on at least Step 2 on the appropriate pay scale.

C. Involuntary Transfers and Reassignments

1. When all other factors are equal (as determined by the Superintendent) length of service shall be the deciding factor regarding involuntary transfers and reassignments.

D. Vacancies

1. All vacancies arising out of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.
2. When vacancies occur during the summer months, posting notices will be mailed to President of the Organization at the address designated by the President.

Article VII. EVALUATIONS

1. All unit members shall be evaluated once a year by their administrative and/or supervisory personnel. This shall include a written evaluation report and a conference between the unit member and the evaluator. In the case of a negative evaluation, a second evaluation shall be performed.
2. All monitoring of the work performance, if it is included in a written evaluation report, shall be conducted openly.
3. A unit member shall be given a copy of all evaluation reports. No unit member shall be required to sign a blank or incomplete evaluation form. The unit member shall have the right to submit a written response to any material within the written evaluation report within five (5) school days of the date of the post-evaluation conference which shall be kept on file with the evaluation report.
4. The evaluation procedures will be consistent with the current Board policy.
5. The evaluation form used by the administration shall be uniform for each job category.

Article VIII. PERSONAL LEAVE, BEREAVEMENT LEAVE AND JURY DUTY LEAVE

- A. Every unit member shall be granted three (days) of personal leave with pay without specific approval by the Administration. Such leave must be requested at least 24 hours in advance, except in cases of emergency. In cases where personal leave is requested immediately before or after a holiday, winter or spring break, it shall be subject to the approval of the Superintendent.
- B. Every unit member shall be granted bereavement leave, with pay, of up to five (5) work days in case of death within the employee's immediate family (father, mother, brother, sister, husband, wife, domestic-partner, child, father-in-law, mother-in-law and any other person residing in the employee's household) and one (1) day in the case of the death of other relatives.
- C. Any unit member serving on jury duty shall receive full pay for such time as they are required to serve on jury duty.

- D. In the event of an employee or student death in the Winslow Township School District, the principal or immediate supervisor of said employee may grant to an appropriate number of employees sufficient time off to attend the funeral or service.

Article IX. SICK LEAVE

A. Unit members shall be granted annual sick leave as follows:

1. Employees on a ten (10) month contract basis shall be entitled to an annual sick leave of ten (10) days per contract year at full pay.
2. Employees on a twelve (12) month contract basis shall be entitled to an annual sick leave of thirteen (13) days per contract year at full pay.
3. Sick leave for both ten (10) and twelve (12) month employees shall be cumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employee's benefit from year to year, without limitation.
4. Absence from work due to an illness or injury on the job (covered by Workers' Compensation, N.J.S.A.34:14-1 et seq.) shall not be charged against sick leave. Such absences shall be paid for at the employee's full rate of pay, pursuant to statutory regulations.

B. Unit members shall be given a written accounting of accumulated sick leave days no later than October 15th of each school year.

C. A Sick Leave Bank has been established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This Bank shall operate in accordance with the following rules and regulations.

1. A unit member may participate in the Sick Bank if they have given written notice of their desire to donate a minimum of one sick or personal day during an enrollment period prior to the unit member's request to utilize the Sick Bank. Each year, the enrollment period shall be June 1 through June 30. The contributed sick days will be deducted from the employee's accumulated sick leave days on July 1st.

2. Unit member contributions shall be voluntary.

3. The Sick Bank shall be available only to those unit members who:

- a. have exhausted all of their earned and accumulated leave time (ex. sick, personal, vacation) and,
- b. have been absent a minimum of sixty (60) consecutive workdays.

4. A unit member who is eligible to utilize the Sick Bank must submit a written request to do so to the Superintendent or his designee. The request shall outline the nature of the problem and the reason for the requested use of the Bank and shall include medical verification of illness, injury or disability. Verification of continued disability will be

required at reasonable intervals. The Board reserves the right to have the unit member examined by medical personnel of its choice.

5. A unit member's use of the Sick Bank shall be subject to the approval of the Board or its designee.

6. A unit member shall be limited to no more than 150 Sick Bank days in a three (3) year period.

7. Sick Bank days cannot be extended automatically from one work year to another. However, in the event any unit member using the sick leave bank at the end of the work year is still unable to return to work at the beginning of the next work year, that member must first use all of their new entitlements (sick days, personal days, vacation days, etc.) for that new year before they are approved to continue sick leave bank use. Maximum number of days limit still applies.

D. An employee who is terminated or laid off having at least five (5) years of service in the district shall have their accumulated sick days reinstated provided they are rehired by the district.

E. Unused sick leave shall be compensated at $\frac{2}{5}$ of the daily rate (daily rate equals $\frac{1}{200}$ for ten month unit members and $\frac{1}{240}$ for twelve month unit members) up to a maximum of ninety (90) days provided the unit member retires in accordance with the regulations of the T.P.A.F. or P.E.R.S. and has completed fifteen years in the pension fund. In the event of death, the monies will be paid to the named beneficiary. In order to receive this benefit on the July 1 following the retirement, the unit member must notify the Board of their intention to retire by December 1. Failure to notify the Board by December 1 may result in a one-year delay in the payment.

Article X. LEAVES OF ABSENCE

A. A leave of absence, without pay, for up to two (2) years may be granted because of an employee's medical condition, or for the purpose of caring for a sick member of that unit member's immediate family, or a member of their household, or for any other good cause.

B. All benefits to which a unit member was entitled at the time of their leave of absence commenced, including unused accumulated sick leave eligibility, shall be restored to them upon return; and they shall be assigned to the same position which they held at the time said leave commenced, if available, or if not, to an equivalent position.

C. All applications for extensions of renewals of leaves of absences shall be applied for in writing and the decision shall be rendered in writing. Additional leave may be granted at the discretion of the Board.

D. Disability Leaves

1. A unit member who anticipates a disability shall notify their immediate supervisor, in writing, of the anticipated commencement of the disability leave as soon as the unit member knows of it. All benefits to which a unit member was entitled at the time of the leave of absence commenced, including unused accumulated sick leave shall be restored

upon return and they shall be assigned to the same position which they held at the time said leave commenced, or if not, to an equivalent position.

2. In the case of pregnancy, the unit member shall inform the supervisor of the anticipated date when the employee's disability leave will begin and end.

- a. Unless a medical certificate is provided to the contrary, it shall be presumed that the pregnant unit member's period of disability shall be a total of sixty (60) days surrounding the event. Employees may use accumulated sick leave during this period.
- b. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced for medical or other reasons upon application by the unit member to the Board.
- c. The Board and the WTPO acknowledge employees' rights pursuant to the Federal and State statutes.

E. Child Care Leaves

1. A leave of absence without pay for up to one (1) year for child rearing purposes shall be granted to unit members upon request.

a. A unit member desiring child care leave shall apply no less than sixty (60) calendar days before the anticipated date for commencing child leave.

b. Upon return to work, the employee shall be assigned to the same position they held at the time the leave commenced, if available, or if not, to an equivalent position.

F. A unit member who is on leave less than one-half year shall be entitled to receive an increment if the employee worked at least one-half of the school year in which the leave began or ended.

G. A unit member on an unpaid leave of absence shall not be eligible to either receive or accrue benefits, except as statutorily required.

H. A unit member on an unpaid leave of absence must notify the Superintendent at least two (2) months prior to the end of their approved leave of their intention to return to work or extend their leave, if eligible.

Article XI. VACATIONS

A. Twelve month unit members shall be granted ten (10) vacation days. After five (5) years of employment, one (1) additional day for each year of service shall be granted until a total of twenty-five (25) days are reached.

B. Up to ten (10) unused vacation days may be:

1. carried over as accumulated vacation and used in the next year;
2. converted to accumulated sick leave;
3. taken in the form of cash reimbursement on the per diem salary of the unit member in the year in which they were earned. (An employee may choose only one of these options.)

C. Vacation will not be granted the last two (2) weeks of August. Exceptions may be granted by the immediate supervisor. Such requests shall not be unreasonably denied.

Article XII. WORK YEAR/HOLIDAYS

A. Work Year

1. The work year for bargaining unit members employed on a ten (10) month basis shall be 180 student days and 2 in-service days.
2. All bargaining unit members are responsible to complete a written time schedule each month.

B. Holidays

1. Bargaining unit members employed on a ten (10) month basis shall be entitled to twelve (12) paid holidays.
2. Twelve (12) month unit members shall be entitled to fourteen (14) paid holidays.
3. The approved winter recess for the twelve month unit members will equal one-half of the days which school office is open with prior approval of their immediate supervisor.

C. Scheduling of Clerk Typists

1. Clerk Typists shall be entitled to two (2) duty-free 15 minute lunch breaks per day.
2. No Clerk Typist shall be required to work when the school District is closed due to inclement weather or hazardous conditions.
3. The approved office hours will not exceed 8 ½ hours per day, depending upon the circumstances in each building from September 1 through June 30. Office staff will have one hour for lunch when this schedule prevails and shall work a 37 ½ hour work week and be paid on a 40 hour basis.

4. Summer hours will reflect the current practice of 7 ½ hours per day from July 1 through August 31, with an hour for lunch.
5. Clerk Typists may elect to have a half hour lunch break from July 1 to August 31 in order to shorten their work day by thirty 30 minutes.

D. Length of Work Day

1. Classroom ESA's and Photocopy clerks shall indicate their presence for duty by initialing the unit members' attendance register in the main office.
2. ESA's shall not be required to cover classes.
3. The length of the Head Care Giver's work day shall be six (6) hours.
4. Classroom ESA's and Photocopy clerks work day shall be six and one Half (6.5) hours, which includes a paid lunch.
5. Classroom ESA's and Photocopy clerks may leave the building without requesting permission during their scheduled duty-free lunch period. Signing in and out will be required.

E. Paid for Hours Worked

All bargaining unit members shall be paid for all hours worked, including any portion of an hour thereof.

Article XIII. Salary

The salaries of all unit members covered by this Agreement are set forth in the salary schedules on page (13a), effective July 1, 2007 (for school year 2007-08); through June 30, 2008 (for school year 2008-09); and July 1, 2009 (for school year 2009-10). This reflects an increase of four percent (4.0%) including anyone off the guide.

1. Unit members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
2. Unit members employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
3. Paychecks will be issued in the 15th and 30th of each month.

4. Unit members employed on a ten (10) month basis may individually elect to have ten (10%) percent of their monthly salary deducted from their pay and placed in the "Summer Payment Plan". These funds will be deposited in a savings account and the funds will be distributed to the unit member on the last working day.
5. When a pay falls on or during a school holiday, vacation, or weekend all unit members shall receive their paychecks on the last working day.
6. Unit members shall receive their final checks on the last working day in June.
7. The Board agrees to make available electronic direct deposits of unit members' paychecks.
8. Unit members may individually elect to have savings bonds deducted from their monthly salaries.
9. The Board agrees to make available payroll deductions to South Jersey Federal Credit Union.
10. All salary deductions will be made by the Secretary in accordance with the Statutes:
 - a. All appropriate dues for the Winslow Township Paraprofessional Organization may be forwarded to the Winslow Township Paraprofessional Organization no later than fifteen (15) days after the close of the month for which they were deducted.
 - b. All funds from voluntary salary deductions will be transmitted/mailed in the appropriate accounts before the end of business on the day the paychecks are issued.

Article XIV. HAZARDOUS CONDITIONS

In the event that school is cancelled due to hazardous or inclement weather, school office staff will not be expected to report if administrators are not called into work.

Article XV. SENIORITY, LAYOFF AND RECALL

A. Seniority

Definition.

Seniority shall be defined as the employee's length of continuous service beginning with the original date of reporting to work. For purposes of determining seniority, continuous service will be suspended if an employee has a break in service of sixty (60) or more working days.

B. Hiring and Transfers

1. Any unit position will first be advertised internally for five (5) working days and may be filled on a seniority basis by existing qualified unit members. If no existing unit member is interested, the position will be advertised externally.
2. Unit members hired for new positions or transfers, shall receive credit for time served in the District with a maximum credit of up to two (2) years if transferred to a new position.

Unit members shall be compensated at no lower than Step 2 of the appropriate pay scale, regardless of whether the transfer was voluntary or involuntary.

C. Layoff

The district will provide an employee with not less than two (2) weeks notice of a layoff. An employee may bump another unit member with lesser seniority as long as they are qualified for the position, can work the scheduled hours for that position, and no child will be adversely affected by the change. To the extent possible, the *bumping* will be managed so that the senior employee retains similar total scheduled hours.

D. Reduction in Hours

The district will provide an employee with no less than four (4) weeks notice if their hours are to be permanently reduced. An employee may elect to bump a unit member with lesser seniority as long as they are qualified for the position, can work the scheduled hours for that position, and no child will be adversely affected by the change. To the extent possible, the *bumping* will be managed so that the senior employee retains similar total scheduled hours.

E. Termination

Seniority shall cease upon voluntary termination or discharge for just cause. The WTPO President shall be notified immediately of all discharges.

F. Recall

Unit members shall be recalled according to seniority. That is, employees with the longest length of service shall be recalled first; employees with the shortest length of service shall be recalled last. Recalls shall be done on a job-specific basis.

Article XVI. PROFESSIONAL DEVELOPMENT

1. The Board of Education will pay a maximum of the following amounts per year to each employee engaged in advanced study at any administratively approved program or accredited college/university.

2007/08	\$800.00
2008/09	\$800.00
2009/10	\$800.00

The Board's obligation per year shall not exceed \$20,000 nor shall it exceed \$60,000 for the life of the Agreement.

2. All courses must be approved in advance in order for the employee to be eligible for reimbursement. The Board of Education shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops,

seminars, conferences, in-service training sessions or other such sessions, which a member is required and/or requested by the administration to take.

3. The cost of application, tuition, registration, fees and books shall be reimbursable at the exact cost but not to exceed the limits in paragraph 1.
4. Reimbursement shall be made upon the furnishing of satisfactory proof of payment and the submission of satisfactory proof of a passing grade of "P" or a letter grade of "C" or better. Courses approved for reimbursement which are non-graded must be accompanied by the appropriate license, certificate or letter from the instructor indicating satisfactory completion of the course.
5. Payment shall be made in February for Summer/Fall courses and September for Winter/Spring courses.
6. The Board of Education shall pay for all reasonable expenses related to any in-service, seminar, workshop, conference, or related session attended by an employee which is approved. Approval must be secured in advance from the Superintendent or his designee.

Article XVII. HEALTH INSURANCE

Health Insurance - Commencing July 1, 2006, employees who work 30 hours or more per week, will be eligible for single medical benefit coverage, paid by the Board, which shall be equal to the benefits provided by the Patriot V Horizon BC-BS Plan. This provision does not impact health benefits currently available to clerk typists. Employees either not eligible for single medical benefit coverage, or who wish to obtain additional coverage may elect to purchase any portion of the District's medical insurance plans at cost.

Sell Back Option – Employees who would otherwise be eligible for single medical benefits are eligible to a sell back option instead of insurance coverage, and shall be entitled to be reimbursed 50% of the annual premium for single medical benefits under the District's Section 125 Plan.

Prescription Coverage – Those employees who are eligible for single medical benefits (those working thirty (30) hours or more), shall also be eligible for prescription plan coverage offered by Horizon BC-BS, or equivalent thereto, with the cost of that prescription coverage allocated as follows:

July 1, 2007 – June 30, 2008 The employee shall pay 50% of the prescription premium, and the Board shall pay 50% of the prescription premium.

July 1, 2008 – June 30, 2009 The employee shall pay 25% of the prescription

premium, and the Board shall pay 75% of the prescription premium.

July 1, 2009 – June 29, 2010 The employee shall pay 25% of the prescription premium, and the Board shall pay 75% of the prescription premium.

June 30, 2010 As of this date, the employee shall pay nothing, and the Board will pay 100% of the prescription premium.

Article XIX. GENERAL PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement 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.
- B. Any individual contract between the Board and an individual, heretofore or hereafter executed, shall be subject and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

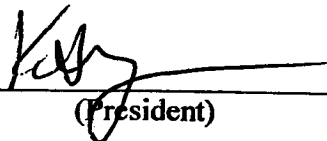
XVIII. TERMS OF AGREEMENT

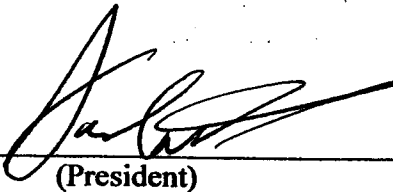
The term of this contract will run from July 1, 2007 through June 30, 2010, and shall remain in full force and effect until a successor agreement has been reached.

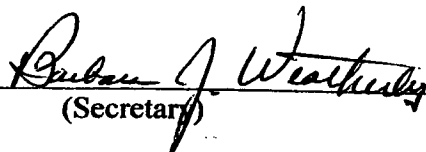
In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year above written.

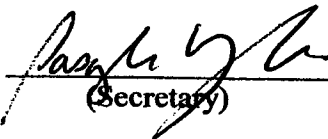
**WINSLOW TOWNSHIP
PARAPROFESSIONAL ORGANIZATION**

**BOARD OF EDUCATION
OF WINSLOW TOWNSHIP**

By 
(President)

By 
(President)

By 
(Secretary)

By 
(Secretary)

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN WINSLOW TOWNSHIP PARAPROFESSIONAL
ORGANIZATION AND BOARD OF EDUCATION OF
WINSLOW TOWNSHIP

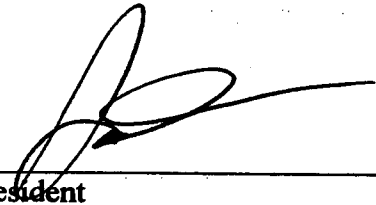
The parties hereby agree that any employee with ten (10) or more years experience as a classroom educational student aide shall be exempt from any and all testing requirements imposed by the No Child Left Behind Act of 2001, 20 U.S.C. §6301 *et seq.*, and/or any amendment thereto, or any other federal or state legislation, which does not impose mandatory testing requirements on local school districts.

**Winslow Township Paraprofessional
Organization**

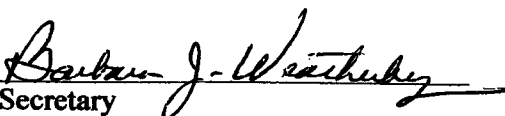
BY: 

President

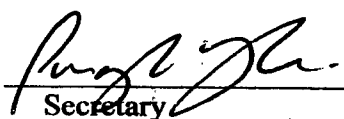
Winslow Township Board of Education

BY: 

President

BY: 

Secretary


BY: 

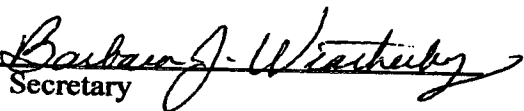
Secretary

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN WINSLOW TOWNSHIP PARAPROFESSIONAL
ORGANIZATION AND BOARD OF EDUCATION OF
WINSLOW TOWNSHIP

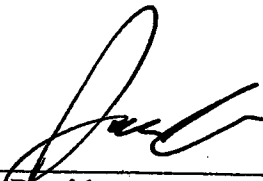
The parties hereby agree that since Union shop stewards and officers are necessary to properly administer the collective bargaining agreement, Union officers and shop stewards shall be the last persons laid off, regardless of seniority, as long as they are qualified for the position, can work the scheduled hours for that position and no child will be adversely affected by the change.

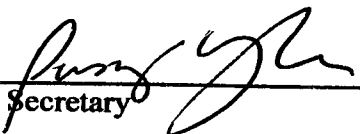
**Winslow Township Paraprofessional
Organization**

BY: 
President

BY: 
Secretary

Winslow Township Board of Education

BY: 
President

BY: 
Secretary