

AGREEMENT
BETWEEN THE
PHILLIPSBURG BOARD OF EDUCATION
AND THE
PHILLIPSBURG EDUCATION ASSOCIATION, INC.
(EDUCATION SECRETARIES UNIT)
JULY 1, 2005 -- JUNE 30, 2008

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PREAMBLE

This Agreement entered into this 27th day of June, 2005, by and between the Phillipsburg Board of Education, Phillipsburg, New Jersey, hereinafter called the "Board" and the Phillipsburg Education Association, Inc. (Education Secretaries Unit), hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all secretarial and clerical personnel, under contract, employed by the Board excluding the Secretary to the Superintendent of Schools, the Secretary to the School Business Administrator/Board Secretary, the Secretary to the Assistant Superintendent, the Assistant Board Secretary, and all supervisors, confidential employees, managerial executives, professionals and craft employees.

B. Unless otherwise indicated, the term "employee" when used hereinafter in this contract shall refer to the personnel represented by the Association in the negotiating unit as defined above. Any reference by pronoun contained herein shall be of the form "he/she", "him/her", etc.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Not later than December of the last school year covered by this agreement, the Board agrees to enter into negotiations with the Association over a successor agreement or within a reasonable period following receipt of a demand for negotiations. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement negotiated shall apply to all members of the negotiating unit, shall be reduced to writing, ratified by the Association and the Board and signed by both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

C. Proposed terms and conditions of employment shall be negotiated with the majority representative before they are established.

D. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

A. A "Grievance" shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the employee or group of employees. A grievance to be considered under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

B. (1) 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.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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.

(3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(4) Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

- (5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance

C. Level One

The grievant shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, the grievant may set forth a grievance in writing to the principal (or immediate superior or department head, if applicable) on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and the written grievance must be signed by an Association official before submission.

The principal (or immediate superior or department head, if applicable) within three (3) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal (or immediate superior or department head, if applicable) within six (6) working days subsequent to this review meeting.

Level Three

The grievant, no later than five (5) working days after receipt of the principal's (or immediate superior or department head, if applicable) decision, may appeal the Level Two decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal (or immediate superior or department head, if applicable) as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal (or immediate superior or department head, if applicable).

Level Four

If the Grievance is not resolved to the grievant's satisfaction, no later than five (5) working days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitratable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law of the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The grievant, in order to process the grievance beyond Level Four must have his/her request for such action accompanied by the written recommendation for such action by the Association.

Level Six

1. In the event the grievance is not resolved at Level Four, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, the Association and the Board, or the Board and the Association only, if the Association is the only grievant, may mutually agree to file a written demand for "non-binding mediation under contract" with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the Level Four answer was received or should have been received.

2. A copy of the request for "non-binding mediation under contract" shall be mutually filed with the Board Secretary and the

Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.

3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys’ fees shall be paid by the party incurring same.

4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.

5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible in any subsequent legal or arbitrable proceeding.

6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator’s delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

Level 7

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

With respect to those matters the parties have not agreed to refer to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which remain unresolved, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, within fourteen (14) calendar days from the date the Level Four answer was received or should have been received., the Association only may use the following procedure to secure the services of an arbitrator.

Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- (5) The costs for the services of the arbitrator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys' fees shall be paid by the party incurring same.

D. Rights of Employees to Representation

- (1) Any aggrieved person must be represented by a representative of the Association at Level Two and beyond.

E. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

F. Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. No employee shall be disciplined or have her compensation reduced without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall, at the option of the employee and/or Association, be subject to the grievance procedure herein set forth.

B. 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 the employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her own choosing present to advise her and represent her during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may apply to use a school building at all reasonable hours for meetings pursuant to Board policy. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.

B. The Association shall have the right to reasonable use of the inter-school mail facilities with the prior approval of the building principal or his designee.

C. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, she shall suffer no loss of pay.

D. The Board agrees to furnish to the Association, by September 1, a current roster of the employees governed by this contract, including the employee's assignment and home address."

ARTICLE VI

WORK YEAR

A. Twelve Month Employees:

The work year of twelve (12) month employees shall begin on July 1 and end on June 30.

B. Ten Month Employees:

Ten (10) month employees shall work a total of one hundred ninety-five (195) days as follows:

1. All pupil days plus a number of additional days totaling 195 working days and their salary shall be calculated by multiplying the salary for their step on guide by 75%.
2. These additional days to be scheduled by the principal or immediate superior within the period immediately before the first day of school on the school calendar and/or immediately after the last school day on the school calendar.

ARTICLE VII

HOLIDAYS

A. Twelve (12) month employees shall receive the following paid holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day
N.J.E.A. Convention**	Geo. Washington's Birthday
<i>(Thurs. & Fri.)</i>	<i>(Fri. & Mon.)</i>
Thanksgiving (2 days)	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day

*****Secretaries may, with approval of their immediate supervisor, elect holidays in lieu of these two days.***

B. If a scheduled holiday falls on a weekend, the Superintendent will designate an alternate day.

C. If a pupil day is scheduled for a paid holiday, the secretary will elect another day to be used in lieu of the holiday. The secretary must obtain the written approval of the immediate supervisor/administrator for the substitution.

D. If a contractual holiday conflicts with the school calendar, the school calendar day will be worked and the employee will choose another day.

E. With respect to each of those days during the Christmas vacation (not including Christmas Eve and Christmas Day) when administrators are not required to be at work, twelve (12) month employees will not be required to be at work and will receive a paid holiday for each such day. Ten (10) month employees will receive a floating paid holiday for each of these days. The secretary must obtain the written approval of the immediate supervisor/administrator for use of each floating holiday.

ARTICLE VIII

VACATIONS

A. Twelve (12) month employees shall be entitled to the following annual vacations after working the periods specified:

1. During the first year of employment one (1) working day of vacation shall be earned for each full month of service in such school year, up to a maximum of twelve (12) working days.
2. For the first full school year of service and thereafter the ninth full school year of service, the annual vacation shall be twelve (12) working days.
3. For the tenth full school year of service and thereafter through the sixteenth (16th) year, the annual vacation shall be fifteen (15) working days.
4. After the sixteenth year employees will earn one (1) additional vacation day for each year of service up to a maximum of twenty-five (25) days.

5. Not more than five (5) vacation days may be carried over to the following year.
- B. The work week will be shortened by one-half hour per week for regular twelve month employees beginning the first Friday after the pupil school year concludes and ending on the last Friday prior to the opening of school.

ARTICLE IX

DAILY WORKING HOURS

- A. The work day for all employees shall consist of eight (8) hours which shall include a one (1) hour duty-free lunch.
- B. Except for unforeseen circumstances the employee's lunch period shall be duty free.
- C. If an early dismissal or cancellation is necessary due to inclement weather, secretaries shall be released at the discretion of the Superintendent of Schools.
- D. **Overtime:**
1. Overtime shall be paid at a rate of 1-1/2 times the hourly salary for time worked beyond the eight (8) hour day for all employees. Work time shall include work performed by the employee at the direction of the Administration during the employee's duty-free lunch.
 2. All time worked on days when the secretary is scheduled to be off with pay, i.e. holidays, shall be paid at regular pay plus time-and-one-half.

Seniority:

In assigning overtime work, employees who are responsible for a particular project during their regular work day shall be assigned to any overtime work related to that project. If additional assistance is required, employees in the same work cluster shall be offered the opportunity to work overtime to provide that assistance. A "work cluster" means those jobs which share the same location in the district and which interact directly with the employee who has primary responsibility for the project. Such overtime work shall be offered to such employees only if they are capable of doing the work efficiently. Overtime shall be distributed according to seniority, starting with the most senior and going down the seniority list to the least senior, regardless of how many overtime assignments that takes until all

employees in the cluster have been offered the opportunity, and then overtime shall again be offered to the most senior employee. "Seniority" is defined by the employees' consecutive years of experience in the district.

If current employees within the cluster are not capable of doing the overtime work efficiently, the administration has the right to utilize persons from outside the district to do the work.

Nothing in this section shall interfere with the right of the Board to hire temporary or per diem employees to work during the regular work day as needed.

ARTICLE X

<i>SALARY AND EMPLOYMENT STATUS</i>
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A. **Resignation:**

An employee who wishes to resign from her position shall give two (2) weeks written notice to the Board. If proper notice has been given, such employee shall be paid for vacation earned in the school year of resignation according to the ratio that the number of full months worked in such school year bears to the number of months in the contract year.

B. Notification of Contract and Salary:

No later than June 15, employees shall be notified of their employment status for the following year and, if then known, of their salary status for the following year. Non-tenure employees shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.

C. Increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent and those charged with supervisory responsibility, and approval by the Board are a prerequisite to the granting of all increments in salary.

ARTICLE XI

***VOLUNTARY TRANSFERS AND RE-ASSIGNMENTS
(Job Posting)***

A. All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days. A copy of said notice shall be given to the Association at the time of posting. The job award will be posted within five (5) working days after being acted upon by the Board of Education at a place convenient to the Assistant Superintendent's office.

B. It is understood that if there is no work available, the job award will be made to the successful bidder, but the employee will not be transferred to the new job until work is available. Management will advise the Association if there will be a delay in the transfer.

C. Seniority will not be considered in making determinations regarding bidding on jobs. The employee's ability to perform the posted job and qualifications for performance will be considered in making the award. Ability will be determined by the Board or its duly authorized representatives. In the event of any disagreement, then the matter will be referred to the Superintendent of Schools and his decision shall be final.

D. A successful bidder or employee awarded a job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months.

E. After a job has been awarded to a successful bidder, he or she has to fulfill a probationary period of six (6) months during which time the Board or its authorized representative may re-assign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

ARTICLE XII

BOARD RIGHTS

A. Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the means, methods, and personnel by which such operations are conducted, and the authority to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XIII

SICK LEAVE

A. **Accumulative:**

All ten (10) month employees shall be entitled to ten (10) sick leave days and all twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. **Notification of Accumulation:**

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. After eighteen (18) years service in the district, employees retiring at the end of the 2002-2003 school year and thereafter shall receive one-half (1/2) of his/her daily rate of pay for up to and including ninety (90) days of unused accumulated sick leave (i.e. forty-five (45) full days pay maximum) and quarter-pay for the next thirty (30) days.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to non-accumulative leave of absence days with full pay up to a maximum of two days in any contract year as follows:

Two (2) temporary leave days without specifying the reasons if they deem it to be of a personal nature. If, on any one day, requests for a temporary leave day of a personal nature exceed two (2) employees, the Superintendent may, in his discretion, deny or postpone requests beyond such number.

In addition to the two (2) personal days defined above, the employee is entitled to three (3) non-accumulative "emergency days". This means that no twenty-four (24) hour notice is necessary, and there are no restrictions on what the days are to be used for.

If not used, personal days will accumulate annually as sick leave days.

B. All leaves of absence referred to in this section are subject to the following conditions:

- (1) At least twenty-four (24) hours notice shall be given by the employee in requesting a personal day through her immediate superior. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10-month employees and 1/260 of the annual salary for 12-month employees.
- (2) Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.
- (3) The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.

C. Up to five (5) working days will be granted for the death in the immediate family (husband, wife, children, and other members of the same home; father and mother, brothers and sisters, father-in-law and mother-in-law, step-parent, step-child, grandmother and grandfather). The Superintendent may grant up to five (5) working days for other family members and relatives when circumstances warrant it.

D. Extensions to any temporary leaves of absence referred to in Sections A & B as outlined above may be amended at the discretion of the Superintendent of Schools.

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

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. (1) A maternity/paternity leave of absence without pay will be granted to any secretary. Such leave of absence shall be for a period of two (2) years. The applicant shall make the pregnancy known to the office of the Superintendent by the third month.

The leave shall begin at a time recommended by the person's physician or other mutually agreeable date.

- (2) A secretary on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.
- (3) Any secretary adopting an infant child may be granted a leave up to a period of one (1) year without pay. Such leave shall commence upon receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.
- (4) Subject to any rights under the Family and Medical Leave Act and the N.J. Family Leave Act, employees being granted maternity/paternity leaves in accordance with this Section C must return to duty and continue to work for a period of one full school year prior to becoming eligible for another maternity/paternity leave.

- B. Other requests for leaves of absence may be granted by the Board of Education upon the recommendations of the Superintendent of Schools.

ARTICLE XVI

LIAISON COUNCIL

A joint Liaison Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of the Superintendent or his designee and representatives of the Association. The exact number of members shall be established by the Superintendent and the Association. The Council shall meet a minimum of two (2) and a maximum of four (4) times a year.

After each meeting, the administration agrees to provide a statement including; what is to be done, by whom, by when, and report back to the Association by the agreed upon time.

ARTICLE XVII

INSURANCE PROTECTION

- A. The Board of Education agrees that it will provide individual and full family health-care insurance coverage as follows: comparable to that currently provided through Horizon Blue Cross and Blue Shield covering the areas of:

Coverage comparable to that currently provided through New Jersey Blue Cross and Blue Shield covering the area of:

- (1) Hospitalization benefits
- (2) Surgical benefits
- (3) Medical benefits
- (4) Diagnostic benefits
- (5) Major Medical benefits with a maximum limit of \$250,000.
- (6) A voluntary second opinion plan clause.

Preferred Provider Organization (PPO)

- shall be mandatory for all staff members employed after June 30, 1997-family coverage available at no cost to employee
- the copay for premiums in the PPO shall be \$0
- Employees are subject to a \$100/ single and \$200/family deductible in the PPO.

Family Prescription Plan -- Prescription copay shall be \$5 mail in, \$5 generic, and \$10 brand name. However, employees must accept a generic equivalent whenever available. In the event that a generic is not available, the employee is responsible for only the \$10 copay. Should an employee choose a name brand over its generic equivalent, he or she shall be responsible for the difference in the cost between the brand name and the generic equivalent.

- B. A Dental Program shall be provided by the Board for one-party coverage at the current rate per month per employee. The yearly cap for employee dental benefits is \$1,500. Benefits are:

- (a) 100 % of preventive and diagnostic services
- (b) 50%/50% of remaining basic services
- (c) 50%/50% of prosthodontic benefits

Based upon a usual, customary and reasonable fee schedule.

The Board will provide payroll deduction services for family coverage if 75% of all employees of the Board choose to elect a family coverage plan.

- C. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.
- D. Retired employees shall be provided the above Section A and C benefits as part of the group contract provided there shall be no increase in insurance premiums to the Board. Payment procedures to be agreed upon by the Board and the Association.
- E. A Family Vision Plan shall be provided as part of the insurance coverage within the contract.
- F. Employees must work at least 65% of the full-time equivalent in order to receive the medical benefits.

ARTICLE XVIII

<i>DEDUCTIONS FROM SALARY</i>

A. Association Payroll Dues Deduction:

1. The Board agrees to deduct from the salaries of its employees dues for the Phillipsburg Education Association, the New Jersey Education Association, the National Education Association, or any one combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 23 14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Phillipsburg Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any associations which

shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XIX

REPRESENTATION FEE

A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by 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.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, 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. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. 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 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. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.

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.

ARTICLE XXI

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE
TOWN OF PHILLIPSBURG

Attest:

By: _____
Roderick Pianelli
President

William Poch
Board Secretary

PHILLIPSBURG EDUCATION ASSOCIATION, INC.
(Education Secretaries Unit)

Attest:

By: _____
Barbara E. Alderfer
President

ANNEX A

REDUCTION OF PERSONNEL

A. During the term of this contract, reduction of personnel shall be in conformity with this agreement with the statutes of the state.

B. If reduction of personnel is being considered, the Board shall notify the Association as soon as possible.

C. During said layoffs, such employees' seniority shall remain unbroken despite such layoffs and the accumulated sick leave shall not be canceled but shall remain credited to her pending her return to assignment in this district.

D. The fact that an employee is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years' service.

E. Reduction of personnel or employees who are represented by the bargaining unit will be made according to the following:

- (1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
- (2) The Board will prepare a seniority list including all then-current bargaining unit employees.
- (3) Probationary employees will be laid off first, provided that a tenured person with the skill and ability to perform the job duties of the probationary employee is available.
- (4) In the event employees must be laid off, layoff will be on the basis of seniority and ability except as provided for in (3) above.
- (5) In the event of a layoff with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.
- (6) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of the transfers and re-assignment article of this agreement.

F. **Recall:**

Employees will be recalled in the inverse order of layoff for position openings for which they are competent and qualified in accordance with the following:

- (1) If a position exists within the district for which the employee is competent pursuant to this agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, she shall have sixty (60) days from being notified of a position in which to return to the district.
- (2) All employees on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employee shall notify the Superintendent by certified mail by April 15 of her intent to return to the school district or her layoff position shall be terminated.
- (3) No new employees shall be hired until all competent, tenured employees on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment.

G. The recall list shall be maintained by the personnel office. It shall be the employee's responsibility to maintain a current address with the personnel office. Said employee waives her layoff position with the Board if she cannot be contacted by the district upon the opening of a position for which she is qualified.

H. The above provisions shall apply to tenured personnel only.