

AGREEMENT BETWEEN THE

CONFIDENTIAL EMPLOYEES

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

THE COUNTY OF CAPE MAY, NEW JERSEY

FROM

JULY 1, 2010 THROUGH JUNE 30, 2013

Upper Township Confidential Employees

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	EMPLOYEE WORKLOAD.....	2
ARTICLE III	SICK LEAVE	2
ARTICLE IV	OTHER LEAVES.....	3
ARTICLE V	PROFESSIONAL LEAVE.....	4
ARTICLE VI	CHILD-REARING LEAVE.....	4
ARTICLE VII	SALARIES	5
ARTICLE VIII	VACATION AND HOLIDAYS	5
ARTICLE IX	COMPENSATORY TIME.....	6
ARTICLE X	INSURANCE PROTECTION.....	6
ARTICLE XI	MISCELLANEOUS PROVISIONS	8
ARTICLE XII	DURATION OF AGREEMENT.....	9

Upper Township Confidential Employees

ARTICLE I
RECOGNITION

- A. The Board recognizes the following positions for the purpose of collective negotiation concerning terms and conditions of employment for all personnel under contract as indicated herein:
- Executive Secretary
 - Administrative Assistant to Business Administrator
 - Accounts Receivable/Payable Bookkeeper
 - Payroll Bookkeeper
 - Personnel Bookkeeper
 - Receptionist/Secretary
- B. Unless otherwise indicated the term “employees” when used in this Agreement shall refer to all confidential twelve month employees in the negotiating unit above defined.
- C. The confidential employees recognize the Board as the elected representative of the people of the Upper Township School District and as the employer of the personnel of the Upper Township School District.

ARTICLE II
EMPLOYEE WORKLOAD

- A. From the first day of September through June 29 all employees shall work a seven (7) hour day.
- Summer hours for confidential employees shall commence June 30 and continue until September 1 each year. When school is not in session the regular work hours will be reduced by one (1) hour. All employees shall work the school calendar plus those days that professional staff is conducting conferences.

ARTICLE III
SICK LEAVE

- A. As of the beginning of July each year, all employees employed on a twelve (12) month contract shall be entitled to twelve (12) sick leave days each 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. Employee contracted for less than twelve months shall have prorated sick leave.
- B. Sick leave shall be in accordance with statute.
- C. The superintendent may request medical certification of all illnesses. This practice will not normally be followed unless a confidential employee is absent three (3) or more consecutive days.
- D. Workman’s compensation shall be provided in accordance with the dictates of New Jersey Statutes 18A:30-2.1.

Upper Township Confidential Employees

- E. Employees shall be given a written accounting of accumulated sick leave no later than September 30 of each school year. The accounting shall include the twelve (12) days for the current year.
- F. All employees retiring from the pension system with twelve or more years of service in Upper Township shall receive the sum of 25% of their daily rate of pay times the number of accumulated unused sick leave days accrued during their employment in the Upper Township School District. Once an employee notifies the Board of intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in July of the new budget year.

Confidential Employees hired on or after July 1, 2002 and retiring from the School District with twelve or more years of service in Upper Township shall receive the sum of \$35.00 per day times the number of accumulated unused sick leave days accrued during their employment in the Upper Township School District. Once an employee notifies the Board of intention to retire, the amount due shall be budgeted for the next year. The maximum amount payable pursuant to this paragraph shall be \$5500.00

- G. Any confidential employee shall receive the following each school year:

0 sick or family illness days used - \$100 check
1 sick or family illness days used - \$50 check

ARTICLE IV OTHER LEAVES

- A. The provisions for personal leave at full pay stated below shall be for one (1) year.

- 1. Death in immediate family:

An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or any member of the immediate family or household. One (1) day per event for any other relative.

- 2. Serious illness in the immediate family:

An allowance of up to five (5) days per year shall be granted for a medically serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law or any member of the immediate family or household. Documentation of illness of an immediate family member may be required by the Superintendent.

- 3. Leave of a personal nature:

- a. An allowance of up to three (3) days shall be granted upon written request for leave of a personal nature. Personal days shall be prorated for employees not working twelve months.

Upper Township Confidential Employees

- b. Any confidential employee who does not use personal leave days during a school year will receive one additional sick day to be added to his/her accumulated sick days for each personal day not used.
4. Jury Duty:

The employee shall be granted leave. The remuneration shall be presented to the Board during any day normally considered work days under this contract. Jury duty remuneration during school holidays or vacation would be excluded.
 5. Military Leave

The employee shall be granted any leave to serve military duty. This leave shall be uncompensated. It is agreed that the employee shall be immediately reinstated upon return to their former position.

ARTICLE V **PROFESSIONAL LEAVE**

- A. All employees shall be encouraged to participate in professional meetings, conferences, workshops, seminars, visits to other school systems and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district.
- B. If the Superintendent grants professional leave under this Article, then expenses shall be compensated, according to the prevailing policy.

ARTICLE VI **CHILD-REARING LEAVE**

- A. Child-rearing leave without pay shall be granted to a employee with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth of a child beyond six months from the birth) and such leave shall continue until the commencement of the second semester or the beginning of the next school year provided application is made in writing, at least sixty (60) days prior to the beginning of such leave.
- B. The employee shall be reassigned to the position held at the time the leave was granted, if in the best interest of the district.
- C. Adoption – Any confidential employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.
- D. Nothing herein is intended to preclude bona fide sick leave utilization in accordance with 18A:30-1 et seq or after birth of a child, nor shall such confidential employee be precluded from returning to work because of such illness.

Upper Township Confidential Employees

E. All provisions of the Family Leave Act shall be applied.

ARTICLE VII
SALARIES

A. The salary schedules of all Confidential Employees covered by this agreement are as follows:

<u>Employees</u>	<u>Position</u>	<u>10-11</u> <u>Annual</u> <u>Salary</u>	<u>11-12</u> <u>Annual</u> <u>Salary</u>	<u>12-13</u> <u>Annual</u> <u>Salary</u>
Kerewich, Carol	Bookkeeper/Payroll	34,612	35,408	36,222
Mauger, Paula	Bookkeeper/Personnel	45,844	46,898	N/A
Niemi, Diane	Admin Assist. To BA	52,759	53,972	55,213
Oakley, Tracey	Bookkeeper/Budgetary	38,655	39,544	40,454
Simmerman, Sandra	Recpt./Secy.	41,557	42,513	43,491

- B. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments.
- C. When a payday falls on or during a school holiday, vacation, weekend or Monday, barring any unforeseen or uncontrollable problems, employees shall receive their paychecks on the last previous working day.
- D. Each employee may individually elect to have a percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited with ABCO. After deposit by the Board, there is no further fiduciary responsibility upon the Board.
- E. Any employee required to attend board meetings at the request of the Board Secretary, other than an employee already receiving compensation for such duties, shall receive payment at the rate of time and one half times his or her hourly rate.
- F. The Board shall carry, at the employee's cost and expense, an income protection insurance plan (i.e., Aflac) to be funded by employee payroll deduction, so long as such plan can be arranged at no cost to the Board.

ARTICLE VIII
VACATIONS AND HOLIDAYS

A. Vacation schedules are as follows:

- 1. Twenty (20) vacation days per year. Twenty-five (25) vacation days after 20 years of employment. Vacation days shall be prorated for employees not working twelve months.

Upper Township Confidential Employees

Confidential Employees hired on or after July 1, 2002 on a twelve-month basis shall be granted one (1) vacation day for each month employed. Employee will be granted 15 days after five (5) years of employment; 20 days after ten (10) years of employment; and 25 days after twenty (20) years of employment. Vacation days shall be earned on a pro rata monthly basis. Vacation days shall be taken in the year earned. Vacation days may only be carried over for use in the months of July and August in the subsequent school year with prior written approval from the Superintendent or Business Administrator.

Upon resignation or retirement vacation days shall be pro-rated based on the number of months worked in the contract year.

2. Each employee shall schedule his/her own vacation period(s) with his/her immediate supervisor with due notice.

B. Vacation shall be used in the year in which it was earned.

ARTICLE IX **COMPENSATORY TIME**

All employees may be compensated for time spent above and beyond the normal work day. A maximum of six (6) days per annum is permitted. Compensatory time shall not be remunerated beyond the above six (6) days.

ARTICLE X **INSURANCE PROTECTION**

A. Full Health Care Coverage

The Board shall provide each employee who qualifies with the following insurance protection:

1. The Board of Education shall pay the full premium for each individual employee and in cases where appropriate for family plan insurance coverage as follows:

Horizon Point of Service Plan.

Should an employee choose to enroll in a health plan that exists in the district but which costs more than the POS Plan, the employee shall pay the full premium difference between the POS Plan and the plan chosen.

2. The Board shall provide a prescription plan with co-pays of:

Retail

- \$10.00 generic
- \$20.00 preferred brand
- \$25.00 non-preferred brand

Upper Township Confidential Employees

Mail Order

Co-pays shall apply one time to each mail order prescription.

The prescription plan shall be a mandatory generic plan unless a doctor specifically prescribed a name brand.

3. The Board shall provide a dental plan consistent with the Horizon Dental Benefit Plan in place at the start of this contract.
4. The Board agrees to request the insurance carrier to provide a description of the health care insurance coverage provided under this Agreement to each employee.

B. Dual Health Coverage: The employees having dual health coverage, (i.e., coverage provided by a spouse or other member of the employee's family) shall be permitted to decline health insurance coverage as provided by the Board pursuant to this contract. Employees who choose to waive their health benefits coverage {medical, prescription and dental} shall receive a one-time non-pensionable payment of the following for each year that they waive coverage:

<u>Waive Health, Rx and Dental</u>		
Single	=	\$3,000
P/C+, 2Adult, Family	=	\$5,000

<u>Waive Health and Rx</u>		
Single	=	\$2,850
P/C+, 2 Adult, Family	=	\$4,750

<u>Waive Health and Dental</u>		
Single	=	\$2,400
P/C+, 2 Adult, Family	=	\$4,000

<u>Waive Health</u>		
Single	=	\$2,250
P/C+, 2 Adult, Family	=	\$3,750

Said payment shall be made on July 15th of the year following the year during which the employee waives benefits.

An employee must reapply to waive benefits on an annual basis or he/she will be automatically re-enrolled in the appropriate benefit levels.

In the event of a change of life event, such as death or divorce of spouse, or loss of insurance coverage, and as permitted by the health insurance carrier, the employee shall be permitted to re-enroll in the Board's health insurance plan without penalty. This proposal is contingent upon a Cafeteria 125 Plan being established in accordance with Internal Revenue Service Guidelines. The current Section 125 Plan used for dual health insurance to be expanded to permit medical accounts, day care accounts, etc.

Upper Township Confidential Employees

Any waiver monies due shall be pro-rated based upon the date upon which the employee re-enrolls in benefits.

- C. New hires as defined by this contract shall be provided with singles only coverage until such time as tenure is achieved or after three (3) years continuous employment within the District. Those new hires shall have the option of purchasing additional coverage at the group rate at their own expense.
- D. New hire shall be defined as those employees employed by the Board as of or after September 1, 1996.
- E. To qualify for health benefits, an employee must work more than thirty (30) hours per week.
- F. Part time employees may purchase supplemental insurance by means of automatic payroll deduction at group rates as permitted by the insurance carrier master contract.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

- A. The Board agrees to reimburse any confidential employee for credits or for courses approved by the superintendent. All requests for such courses shall be submitted prior to enrollment to the superintendent for approval. The Board will reimburse each individual up to \$850.00 per year for duration of this agreement. The said reimbursement to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be no lower than a "B" except in cases of a Pass/Fail option where a passing grade shall be required.
- B. The provisions herein apply to regular, confidential employees only. Absences of part-time, 10 month or temporary confidential employees are dealt with at the discretion of the Superintendent or taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits, not to exceed those stipulated for regular, full-time employees, may be granted.
- C. Confidential employees shall not be expected to report when school is closed due to unexpected emergencies, i.e., snowstorms, no heat, etc.
- D. On days that school is dismissed early due to inclement weather or other scheduled or unscheduled activities, the decision to dismiss confidential employees at the same time teachers are dismissed will be left at the discretion of the superintendent.
- E. Any earned vacation days reflected on an employee's employment record may be payable to that employee's estate in the event of the employee's death while still employed by the Board.

Upper Township Confidential Employees

ARTICLE XII
DURATION OF AGREEMENT

A. This agreement shall be effective as of the date of signing and shall continue in effect through June 30, 2013 with the following exception:

Salaries shall be retroactive to July 1, 2010.

B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the board and the association, in writing, to continue this agreement in effect until such time as a successor agreement is signed.

C. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

Upper Township Confidential Employees

Upper Township Board of Education

Maria M. Quinn
President

Michelle Barbieri
President

7/18/12
Date

7/18/12
Date

Sandra P. J.
Secretary

James A. Ryan
Secretary

7/18/12
Date

7/18/12
Date