

**AGREEMENT**

**between**

**NEW PROVIDENCE BOARD OF EDUCATION**

**and**

**NEW PROVIDENCE EDUCATION ASSOCIATION  
Secretarial Unit**

**JULY 1, 2018 THROUGH JUNE 30, 2021**

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**PREAMBLE**

THIS AGREEMENT is entered into this 29th day of January 2019, by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer") and the NEW PROVIDENCE EDUCATION ASSOCIATION (hereinafter called the "Association").

**ARTICLE I**  
**RECOGNITION**

A. Unit. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretarial employees of the Board, but excluding confidential employees and Board Secretary.

B. Definition. Unless otherwise indicated, the term "secretary," when used hereinafter in this Agreement shall refer to all non-certificated employees represented by the Association in this negotiating unit.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin not later than February 15<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than the first meeting. Any Agreement so negotiated shall apply to all secretaries, be reduced to writing and, after ratification, be signed by the Board and the Association.

B. If any Article, or section of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, including the Public Employment Relations Commission, or if compliance with and enforcement of any Article or section should be restrained by such tribunal, the parties shall enter into immediate collective negotiations for the purpose of negotiating a replacement for such Article or section.

### ARTICLE III

#### GRIEVANCE PROCEDURE

A. Definitions.

1. Administrator is any person or persons acting in a supervisory capacity.
2. Aggrieved Person is the person or persons making the claim.
3. Grievance is a claim by a secretary or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a secretary or group of secretaries in accordance with the law.
4. Work Day shall be defined as a day when secretaries' attendance is required.
5. Immediate Supervisor is that individual assigned by the Board to evaluate the grievant.

B. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting grievances of secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement.

D. Sequence of Levels for Resolving Grievances.

Level One. Any secretary having a grievance shall, within fifteen (15) working days of the occurrence thereof, submit said grievance in writing to her/his immediate supervisor, and shall meet with the supervisor in an effort to resolve the matter.

Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) work days after the presentation of the grievance, she/he may file the grievance in writing with the Superintendent of Schools within five (5) work days after the decision at Level One, or twelve (12) work days after the grievance was presented at Level One, whichever is sooner. In the event that the immediate supervisor is the Superintendent of Schools, the grievant shall proceed in accordance with the procedure and time schedule set forth in Level Three below.

Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, she/he may, within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education. The Board shall have twenty-five (25) work days from submission to respond.

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-five (25) work days after the grievance was delivered to the Board, she/he may, within ten (10) work days after a decision by the Board, or thirty-five (35) work days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration, provided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

1. Procedure for Invoking Arbitration. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

2. Jurisdiction of the Arbitrator. In rendering a decision, the arbitrator shall be limited to the facts as presented. The arbitrator shall not have the authority to add to, modify or detract from the specific or express terms of the Agreement. The decision shall be rendered in writing and shall be binding.

3. Costs of Arbitration. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4. Exclusions from Arbitration. The following shall be excluded from advisory arbitration:

(a) The failure or refusal of the Board to renew the contract of a non-tenured employee;



(b) In any matter wherein a specific method of review is set forth by law, or by any rules, regulation or order of the State Commissioner of Education or the State Board of Education;

(c) Any complaint by any personnel occasioned by the appointment or lack of appointment, or retention or lack of retention, in any position for which tenure is either not possible or not required;

(d) In matters where the Board is without authority to act;

(e) Any matter in which a petition has been filed before the Division of Controversies and Disputes of the office of the Commissioner of Education, whether or not covered by (1) through (4) set forth heretofore.

E. Right of Secretaries to Representation.

1. Any aggrieved person may be accompanied at all stages, including Level One of the grievance procedure, by her/his representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by reason of such participation.

F. Miscellaneous.

1. If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level Two. This grievance shall be signed by at least one of the secretaries who claims to be an aggrieved person.

2. The form of processing grievances shall be that currently in use by the Association and the Board.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and her/his designated or selected representatives, Association representatives heretofore referred to in this Article and appropriate administrative representatives.

4. Decisions rendered at all levels of this procedure shall be in writing, setting forth the decision and the reasons therefor.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

## ARTICLE IV

### ASSOCIATION RIGHTS

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the financial resources of the district and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries, together with public information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any secretary participates during working hours in mutually scheduled negotiations, grievance proceedings or conferences or meetings with any administrator, the Board, or any Board member or representative, the secretary shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when such building or facility is not otherwise in use. The Association shall follow the existing procedure to request such building use. Except as specifically permitted by this Article, no Association business may be conducted during work time, nor at any time in the presence of students, including but not limited to the wearing of clothing with logos or insignia, publicity buttons, or other indicia of Association business.

D. The Association and its representatives shall have the right to use school facilities and equipment, including computers, typewriters, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Board of Education photocopier will also be

available for Association use on a limited special need basis with one (1) day's advance notice to the office of the Superintendent. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association will replace or repair equipment damaged as a result of such use.

E. The Association shall have the right to utilize existing bulletin boards in faculty lounges or teacher dining rooms. The Association shall, at its option, have the right to exclusive use of bulletin boards to be provided by the Association. In such event, the size and location of new bulletin boards shall be mutually agreed to by the Association and the Superintendent.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the secretaries, and to no other labor organization. In the event of an election to determine the exclusive representative of the secretaries, this provision shall not be in effect from the time an election is either consented to or ordered until the completion of the election.

G. The President of the Association may request to be released from his/her assigned duty on an individual case basis as the need arises to conduct Association business. The building Principal or central office Administrator will evaluate these requests and approve them when it appears that such approval will be of mutual benefit to the Board and the Association.

1. As a condition of granting the released time to the Association President, the building Principal may request that the Association President provide for coverage of his/her assigned duty.

## ARTICLE V

### SECRETARIES' RIGHTS

A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other laws of New Jersey or the constitutions of New Jersey or the United States.

B. Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any secretary is required to appear before the Superintendent, the Board or any committee thereof for a meeting or conference, the purpose of which adversely concerns the continuance of that secretary in her/his office, position or employment or adversely concerns salary or any increments pertaining thereto, she/he shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association present to advise and represent her/him during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation.

## ARTICLE VI

### BOARD'S RIGHTS

A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.

B. In exercise of its discretionary authority, as aforesaid, the Board reserves the right to implement decisions except as limited by the specific terms of this Agreement. Insofar as these decisions affect or modify the terms and conditions of employment specified in this contract, the Board agrees to negotiate the impact of such changes prior to implementation.

C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:

1. To direct secretaries within the scope of their contracts in compliance with Board policy;
2. To hire, promote, transfer, assign and retain secretaries in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against secretaries;
3. To relieve secretaries from duties for just cause;

4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the secretarial staff by which school district operations are to be conducted; and
6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE VII

### WORK YEAR

A. Twelve-Month Secretaries. Twelve-month secretaries' work year shall be from July 1 to June 30.

B. Ten and One-Half Month Secretaries. Ten and one-half-month secretaries shall follow the 10-month secretaries' calendar and shall work an additional two (2) weeks as established by the Board.

C. Holidays. Twelve-month secretaries shall be given thirteen (13) paid holidays per year. A holiday schedule shall be prepared by the Superintendent and submitted to the secretaries for review. Secretaries may make suggestions as to where floating holidays shall be placed. Ten-month secretaries shall be given all of the holidays of the twelve-month secretaries which occur during their work year.

D. N.J.E.A. Convention Days. Secretaries will be given two (2) days off with pay for attending the N.J.E.A. convention. If one secretary is required to remain in district, this shall be done for one day on a rotational basis. Each secretary having such duty will be given compensatory time for the day worked.



## ARTICLE VIII

### WORK DAY

A. The normal work day for secretaries, except those referred to in D below, shall be seven and one-half (7 ½) hours per day which shall be in addition to a one-half (1/2) hour lunch period, which shall be scheduled by the immediate supervisor.

B. The overtime rate shall be based on one and one-half (1.5) times the employee's regular rate of pay for hours worked over an eight (8) hour day and forty (40) hour week. Overtime must have prior approval from an immediate supervisor.

C. On the days before the Thanksgiving holiday and the Christmas holiday, the workday for secretaries shall end one (1) hour after that of pupils.

D. Those secretaries placed on the eight-hour salary guides shall work forty (40) hours per week, not including their one-half hour lunch period per day.

E. Secretaries who will be absent for any reason other than pre-approved leaves shall utilize the Board approved absence reporting system. In the event of absence, the Board shall attempt to provide for a substitute secretary effective the first day of absence.

**ARTICLE IX**

**VACATION**

A. Twelve-month secretaries:

Vacation days are accrued each school year, beginning with July 1<sup>st</sup> and ending June 30<sup>th</sup>. Vacation days are allocated on July 1<sup>st</sup> following accrual based upon the following schedule:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less than 1 year	1 day for each month of completed service up to a maximum of 10 days
1 through 3 years	10 days
4 through 8 years	15 days
9 through 20 years	20 days
over 20 years	20 days plus 1 additional day for each full year of service. Maximum of 25 days total.

B. Twelve-Month Secretaries. Vacation time shall be taken subject to the approval of the secretary's immediate supervisor and the Superintendent of Schools. A maximum of five (5) vacation days may be carried over and used by August 31 of the succeeding year. If the school calendar is altered in any way after September 1 of the school year, a total of seven (7) days may be carried over and used by August 31 of the succeeding year. Other than that, vacations are not cumulative and for school based secretaries should be completed during the months of July, August and school vacations. However, in the event an employee requests up to four (4) vacation days and is granted approval to take vacation during time other than July, August and school vacations, no additional expense will be borne by the Board as a result of such vacation scheduling.

C. Ten (10) and/or Ten and One-Half (10.5)-Month Secretaries. If an employee moves from a 10-month or 10.5-month position to a 12-month position, each year of service in the 10-month position shall count as a full year of service for vacation purposes.

**ARTICLE X**

**TEMPORARY LEAVES OF ABSENCE**

A. Sick Leave. Personal Illness/Family Illness. Allowances for absence at full salary:

1. Secretaries shall be allowed sick/family illness leave with full pay for seventeen (17) working days for twelve-month secretaries of which only fifteen (15) shall be accumulative.

2. The above entitlements shall pertain to employees employed prior to the 1995-96 school year. If any such secretary requires less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years without limitation.

3. Secretaries hired commencing with the 1995-96 school year shall receive sick/family illness days in accordance with the following schedule:

<u>Year</u>	<u>Days (10.5 Months)</u>	<u>Days (12 Months)</u>
1, 2, 3	12	14
4 (tenure year) - 9	13	15
10 - 14	14	16
15 & thereafter	15	17

4. Sick/family illness leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the district's medical authorities because of contagious disease or being quarantined for such a disease in the immediate household, or in the case of illness of a parent, sister, brother, wife, husband, child or any relative living at the secretary's home.

5. If an employee is absent for four (4) consecutive working days or more for any of the reasons set forth above or is absent the day before or after a vacation, the employer may require acceptable medical evidence of said illness. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the Board. If a pattern of sick days evolves for any particular employee such that the employer suspects abuse of sick leave, the Board shall have the right to require acceptable medical evidence in the form of a doctor's certification at any time.

6. The Board, in its discretion, may grant additional sick leave without the loss of pay.

B. Personal Leave.

1. All secretaries, upon approval by Administrator three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually with no reason stated. It is agreed, however, that:

a. These days will be used to conduct those matters of importance that cannot be transacted outside of normal school hours;

b. These days will not be taken during the first or last week of the school year;

c. These days will not be taken immediately before or after a vacation day when school is closed, unless (1) the wedding or graduation of an employee or member of his/her immediate family falls upon such day or (2) school is closed for a religious holiday, which is for one (1) day before or beyond the school closing and the personal day is taken for religious observance of that holiday. One personal day can be taken immediately before or after a school holiday if for attendance at a graduation ceremony and accompanying events of an immediate family member and the travel to such events exceeds 100 miles. One personal day can be taken immediately before or after a school holiday if for attendance at a wedding and accompanying events of an immediate family member and the travel to such events exceeds 100 miles. One personal day can be taken immediately before a school holiday if the day taken immediately precedes the staff member's own wedding regardless of location.

d. If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given at the time that permission to utilize the particular day is sought.

e. One (1) of three (3) personal days may be used annually for emergency purposes with prior notification by telephone and with paperwork to follow upon the employee's return to work.

2. Twelve-month secretaries shall receive in the first year of their employment one (1) personal day. Upon completing one (1) year of service, they shall receive three (3) personal leave days as set forth in B.1 above. Use of these days shall be

governed by B.1.a-e above. All other secretaries hired shall receive in the first three (3) years of their employment one (1), one (1), and two (2) personal days in each year, respectively. Upon receiving tenure, they shall receive three (3) personal leave days as set forth in B.1 above. Use of these days shall be governed by B.1. a-e above.

3. Unused personal leave days shall convert to sick days and shall accumulate in accordance with statute.

C. Bereavement Leave.

1. Absence of five (5) days without loss of salary shall be allowed a secretary in case of death of the following in her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, mother-in-law, or father-in-law. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing for up to five (5) days may be granted at the discretion of the Superintendent.

2. In case of death of grandparent, niece, nephew, aunt, uncle, sister-in-law or brother-in-law not living with the immediate family, no deduction shall be made for absence on the day of the funeral to permit attendance, and in the case of death of such grandparent, up to a total of four (4) additional days may be granted.

D. Allotment of Days.

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for death in the immediate family, or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the secretary, provided that the total number of days requested without deduction does not exceed eight (8).

2. In each instance, the approval of the Superintendent must be obtained in writing.

## ARTICLE XI

### SALARY

A. The salary guide for each employee covered by this Agreement is set forth in Appendix I, II, and III which are attached hereto and made a part hereof. The guides reflect an average increase of 3.15% for 2018-19, 3.00% for 2019-20, and 2.90% for 2020-21 inclusive of increment in the years of this Agreement and are based on the previous year's salary guide.

B. When a payday falls on or during a school holiday, vacation or weekend, the present practice of issuing paychecks on the last preceding working day shall be continued.

C. The Board shall provide, on an individual basis, for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for September 1st deduction.

D. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier or broker for multiple carriers shall be mutually decided by the Board and the Association. In the event of multiple carriers, the Board offices shall be responsible to one (1) custodian, thereby representing no increase in office workload.

E. If a secretary is transferred or reassigned to a higher paying position, her/his salary shall be increased in accordance with the classification of the new position.

F. Longevity. Each support staff member who has ten (10) or more years of employment in the district shall receive \$200.00 in each year of the agreement added to their annual (pensionable) salary. Each support staff member who has twenty (20) or more years of employment in the district shall receive \$375.00 in each year of the agreement added to their annual (pensionable) salary.



## ARTICLE XII

### INSURANCE

A. Employees shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums. Should P.L. 2011, Chapter 78 be repealed during the term of the agreement, the Association agrees to meet with the Board and reopen negotiations on the issue of health benefits contribution. The obligation of employees to contribute toward their medical insurance cost shall be effective upon their employment with the Board.

1. Comprehensive type program with a deductible of \$200 per person; \$400 per family and coinsurance payment will be 80% of the first \$2,000, until August 31, 2005.

2. As of September 1, 2005, all members and their dependents, who were enrolled in the comprehensive type program, shall be enrolled in a 100/90/70 PPO plan.

3. Employees shall be permitted to enroll in a PPO, an HMO, an EPO, or a high deductible medical benefit plan.

Effective the date of ratification, all new hires have the choice to enroll in the EPO Plan or the High Deductible Plan.

Effective July 1, 2019 for the period July 1, 2019 to June 30, 2020, any employee who moves from POS to EPO shall receive annual payment of \$400 for single coverage, \$750 for family, employee/child or employee/spouse coverages. If employee stays in EPO for the period July 1, 2020 to June 30, 2021, the employee shall receive an annual payment of \$400 for single coverage, \$750 for family, employee/child or employee/spouse coverages. This provision shall terminate on June 30, 2021.

Effective July 1, 2020 for the period July 1, 2020 to June 30, 2021, any employee who moves from POS to EPO shall receive a one-time payment of \$400 for single coverage, \$750

for family, employee/child or employee/spouse coverages. This provision shall terminate on June 30, 2021.

4. New hires will be eligible for coverage immediately.
5. The medical policy will provide coverage for dependents until the end of the calendar year when the dependent turns 26. The dental policy will provide coverage for dependents to age 19, with such dependent coverage extended to age 25 for full-time students.
6. As of July 1, 2007, mental health inpatient maximum, under the PPO plan, will be increased to 30 days and outpatient to 60 visits.
7. When rolling over from the comprehensive coverage to the PPO plan, credit will be given for deductible and coinsurance payments made by the members.
8. PPO plan summary books shall be available in an electronic format.
9. Coverage and benefits not listed on the 100/90/70 summary plan document, which are currently covered under the comprehensive plan, shall be included in the PPO plan.

B. The policy is on file in the Board office, summarized in a descriptive booklet, available in an electronic format for secretaries and includes:

1. Coverage for dependents to age 26 as limited by the policy.
2. Three hundred sixty-five (365) day coverage.
3. Option for teachers who are retiring, on maternity leave, extended medical leave, or any other approved leave, to continue such coverage by paying the premium at the group rate to the Board. This coverage shall be at the usual and customary rate schedule.

The above coverage may include mandatory cost-saving features as:

- a. Second surgical opinion requirements;
- b. Same day surgery requirements; and

c. Error-free billing programs.

C. The Board will offer alternative HMO coverage worth \$15.00 co-pay for primary doctor and \$25.00 for specialist referrals.

D. The Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect.

E. The Board reserves the right to name the carrier to underwrite medical care benefits and to change said carrier, so long as substantially similar benefits are provided.

F. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee.

G. The Board shall provide each employee with a description of the health care coverage provided under this Article.

H. Effective May 1, 2013, the District shall offer a voluntary health/dental insurance waiver plan. A waiver form must be submitted annually by May 1<sup>st</sup> in order to waive out of health/dental insurance coverage effective July 1<sup>st</sup>. If an employee elects to cancel the waiver, a letter must be submitted by May 1<sup>st</sup>, with an effective date of July 1<sup>st</sup>. In the event of a life altering event (i.e. loss of spouse's employment, disability/death of a spouse or divorce/legal separation), re-enrollment in the District's plan will be immediate.

**ARTICLE XIII**

**RETIREMENT**

A. An employee who qualifies for retirement with the pension fund and who retires from the district shall be provided with a terminal leave benefit. The amount of this benefit will be determined by multiplying the number of unused accumulated sick leave days by 35% of the retiree's per diem salary rate at the time of retirement. In the event of death of the employee prior to retirement, his/her estate shall receive such payment. Deferred retirements do not qualify under this provision.

B. All individuals whose first day of employment is on or after July 1, 2008 shall be reimbursed for accumulated unused sick leave at 25% of the employee's per diem rate. Deferred retirements do not qualify under this provision.

C. Effective July 1, 2012, the maximum reimbursement any employee shall receive for accumulated unused sick leave shall be \$15,000. For any employee who has accumulated more than \$15,000 in accumulated unused sick leave as of July 1, 2012, the employee shall not accumulate any additional unused sick leave for purposes of reimbursement and the cap shall be the amount in dollars on July 1, 2012.

**ARTICLE XIV**

**IMPROVEMENT OF SKILLS**

A. The Board, recognizing the need to maintain an effective secretarial staff, will pay for appropriate institutes and workshops, as may be determined by the Superintendent.

B. When programs of interest come to the attention of any secretary, she/he should so inform the Superintendent of Schools. Attendance at such institutes and workshops will be subject to the approval of the Superintendent of Schools on behalf of the Board of Education, and the Superintendent shall have the authority to approve payment of all or part of the registration fees involved.

## ARTICLE XV

### DEDUCTIONS FROM SALARY

A. Dues. The Board agrees to deduct from the salaries of secretaries dues for the Association, the Union County Education Association, and the New Jersey Education Association if said secretary individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N. J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made.

B. Indemnification. The Association hereby agrees to hold the Board of Education harmless against any and all claims, suits or other liabilities occurring as a result of the implementation of this dues deduction provision.

C. Representation Fee. If an employee does not become a member of the Association during any member year (i.e., from September 1 to the following August 31) 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. This fee shall be the maximum allowed by law.

1. Procedure.

a. Notification. Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the current membership year nor paid directly to the Association the full amount of the representation fee for the membership year. The Board

will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid.

(1) 10 days after receipt of the aforesaid list by the Board; or

(2) 30 days after the employee begins his/her employment in a bargaining unit position.

c. Termination. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

d. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the

representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

2. Indemnification and Save Harmless Provision.

a. Liability. The Association agrees to indemnify and hold the Board harmless against any liability, including cost of suit and attorney's fees, which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

(1) the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph, and

(2) if the Association so requests in writing and the Board agrees, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all aspects of said defense.

b. Exception. It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

c. Notification. The Association will inform the Board as to the status of any action on a monthly basis.



## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employee 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.

C. Any individual contract between the Board and an individual secretary shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

D. Each secretary shall be evaluated at least once each year. The secretary shall be given a copy of the completed evaluation form, shall be afforded a conference to discuss the form, and shall be permitted to attach to the file copy any written responses she/he may desire to make. Non-tenured secretaries shall be evaluated three (3) times each year as the Superintendent will determine to be necessary.

E. Both parties to the Agreement recognize that the Commissioner of Education has ruled that where a reduction in force takes place, tenured secretaries affected thereby who are qualified to perform the work of a non-tenured employee shall displace the non-tenured person. Similarly, a more senior employee qualified to perform the work of a less senior person shall displace the less senior person. In either event, no employee

shall have the right to placement in a higher classification than that which she/he held. It is agreed that the Board will continue to abide by the law in this regard, and that any disagreement shall be solely for the Commissioner of Education.

F. In the event of a layoff or termination of services due to a reduction in force, subcontracting, or privatization, any affected employee with more than five (5) years of seniority shall receive six (6) months' salary as severance pay. The salary to be paid will be that individual's highest salary earned. In addition, the Board shall pay for that individual's health benefits (individual or family plan) for one (1) full year after severance.

G. Employees will be reimbursed for the use of their personally-owned automobiles at the mileage rate in accordance with standards set by the New Jersey Office of Management and Budget. This rate includes all automobile expenses except parking and toll charges, which may be listed additionally.

ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2018 and shall continue in full force and effect until June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries and negotiating committee chairpersons, and their corporate seals to be placed hereto.

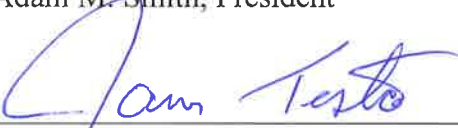
SIGNED AND SEALED this 6<sup>th</sup> day of May 2019.

NEW PROVIDENCE EDUCATION  
ASSOCIATION

BY:   
\_\_\_\_\_  
Joyce Luzzi, Head Negotiator

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY:   
\_\_\_\_\_  
Adam M. Smith, President

BY:   
\_\_\_\_\_  
James Testa, Board Secretary

**APPENDIX I**  
**2018-2019 SECRETARIAL SALARY GUIDE**

	<b>Secretary I</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Tech Services</b>	<b>Tech Services</b>
	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>10.5 months</b>	<b>12 months</b>	<b>12 months</b>
<b>Step</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>
1	43,423	40,911	40,293	37,976	32,710	41,627	43,828
2	43,782	41,246	40,621	38,282	32,971	41,967	44,193
3	44,142	41,584	40,952	38,593	33,233	42,308	44,557
4	44,508	41,927	41,466	38,907	33,500	42,655	44,957
5	44,637	42,047	41,778	39,012	33,585	42,776	45,056
6	45,503	42,855	42,187	39,747	34,199	43,594	45,933
7	46,460	43,749	43,063	40,567	34,896	44,498	46,897
8	47,439	44,668	43,959	41,408	35,619	45,426	47,887
9	48,443	45,609	44,880	42,269	36,340	46,375	48,899
10	49,472	46,575	45,822	43,153	37,089	47,350	49,939
11	50,526	47,561	46,788	44,058	37,855	48,348	51,003
12	51,607	48,573	47,778	44,987	38,643	49,371	52,095
13	52,715	49,612	48,794	45,937	39,448	50,420	53,213
14	53,849	50,675	49,831	46,911	40,275	51,493	54,359
15	55,013	51,766	49,876	47,909	41,123	52,594	55,533
15A	56,262	53,815	52,394	49,543	42,730	54,660	57,736
16	57,511	55,483	53,542	50,828	44,035	56,343	59,532
16A	60,304	58,831	57,876	53,689	46,713	59,717	63,130
17	63,448	62,531	61,562	56,902	49,743	64,441	67,080

**APPENDIX I**  
**2019-2020 SECRETARIAL SALARY GUIDE**

	<b>Secretary I</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Tech Services</b>	<b>Tech Services</b>
	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>10.5 months</b>	<b>12 months</b>	<b>12 months</b>
<b>Step</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>
1	43,768	41,256	40,638	38,321	33,055	42,277	44,173
2	44,127	41,591	40,966	38,627	33,316	42,617	44,538
3	44,487	41,929	41,297	38,938	33,578	42,958	44,902
4	44,853	42,272	41,811	39,252	33,845	43,305	45,302
5	44,982	42,392	42,123	39,357	33,930	43,426	45,401
6	45,848	43,200	42,532	40,092	34,544	44,244	46,278
7	46,805	44,094	43,408	40,912	35,241	45,148	47,242
8	47,784	45,013	44,304	41,753	35,964	46,076	48,232
9	48,788	45,954	45,225	42,614	36,685	47,025	49,244
10	49,817	46,920	46,167	43,498	37,434	48,000	50,284
11	50,871	47,906	47,133	44,403	38,200	48,998	51,348
12	51,952	48,918	48,123	45,332	38,988	50,021	52,440
13	53,060	49,957	49,139	46,282	39,793	51,070	53,558
14	54,194	51,020	50,176	47,256	40,620	52,143	54,704
15	55,358	52,111	50,221	48,254	41,468	53,244	55,878
15A	56,607	54,160	52,739	49,888	43,075	55,310	58,081
16	57,856	55,828	53,887	51,173	44,380	56,993	59,877
16A	60,649	59,176	58,221	54,034	47,058	60,367	63,475
17	63,793	62,876	61,907	57,247	50,088	65,091	67,425

**APPENDIX I  
2020-2021 SECRETARIAL SALARY GUIDE**

	<b>Secretary I</b>	<b>Secretary I</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Secretary II</b>	<b>Tech Services</b>	<b>Tech Services</b>
	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>12 months</b>	<b>10.5 months</b>	<b>12 months</b>	<b>12 months</b>
<b>Step</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>7.5 hrs/day</b>	<b>8 hrs/day</b>
<b>1</b>	44,378	41,866	41,248	38,931	33,665	42,887	44,783
<b>2</b>	44,737	42,201	41,576	39,237	33,926	43,227	45,148
<b>3</b>	45,097	42,539	41,907	39,548	34,188	43,568	45,512
<b>4</b>	45,463	42,882	42,421	39,862	34,455	43,915	45,912
<b>5</b>	45,592	43,002	42,733	39,967	34,540	44,036	46,011
<b>6</b>	46,458	43,810	43,142	40,702	35,154	44,854	46,888
<b>7</b>	47,415	44,704	44,018	41,522	35,851	45,758	47,852
<b>8</b>	48,394	45,623	44,914	42,363	36,574	46,686	48,842
<b>9</b>	49,398	46,564	45,835	43,224	37,295	47,635	49,854
<b>10</b>	50,427	47,530	46,777	44,108	38,044	48,610	50,894
<b>11</b>	51,481	48,516	47,743	45,013	38,810	49,608	51,958
<b>12</b>	52,562	49,528	48,733	45,942	39,598	50,631	53,050
<b>13</b>	53,670	50,567	49,749	46,892	40,403	51,680	54,168
<b>14</b>	54,804	51,630	50,786	47,866	41,230	52,753	55,314
<b>15</b>	55,968	52,721	50,831	48,864	42,078	53,854	56,488
<b>15A</b>	57,217	54,770	53,349	50,498	43,685	55,920	58,691
<b>16</b>	58,466	56,438	54,497	51,783	44,990	57,603	60,487
<b>16A</b>	61,259	59,786	58,831	54,644	47,668	60,977	64,085
<b>17</b>	64,403	63,486	62,517	57,857	50,698	65,701	68,035