

10-1-09

AGREEMENT

between

PENNSAUKEN ASSOCIATION OF EDUCATIONAL SECRETARIES

and

BOARD OF EDUCATION OF THE TOWNSHIP OF PENNSAUKEN

July 1, 2009 to June 30, 2012

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PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this Agreement is made and executed this 25th day of November, 2003, between the BOARD OF EDUCATION OF THE TOWNSHIP OF PENNSAUKEN, County of Camden, State of New Jersey (hereinafter referred to as the "Board") and the PENNSAUKEN ASSOCIATION OF EDUCATIONAL SECRETARIES (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Board of Education of the Township of Pennsauken hereby recognizes the Pennsauken Association of Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for individuals under contract with the Board performing secretarial or clerical work, provided, however, the following individual job classifications shall be excluded from such representation and individuals filling such classifications shall not be recognized as members of such unit: Central Office Secretaries, Business office personnel, payroll clerks, and Educational Assistants, *or other member of any other bargaining unit already performing clerical duties.*

B. Unless otherwise specified in this Agreement, the personnel included in this unit described above shall herein be referred to as "employees".

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations for a successor agreement.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) calendar days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. It is mutually understood by both parties that any agreement reached is tentative until ratified by a majority of the Board at a public meeting and members of the Association.

D. Whenever members of the bargaining unit, which shall be limited to five (5), who are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, will suffer no loss in pay as a result of their participation.

E. Modification

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 III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of a term of this Agreement affecting an employee or a group of employees.

2. Grievant - A grievant is the person, persons or Association making the claim.

3. Party in Interest - A party in interest is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the contractual problems which may from time to time arise affecting employees.

C. Procedure

1. Any grievant shall have the right to initiate an appeal of the interpretation, application or violation of this Agreement through the grievance procedure within (30) calendar days of the occurrence of the event or thirty (30) calendar days from the time the grievant should have known of the occurrence of the event.

2. The grievant shall be assured of freedom from coercion and shall have the right in the grievance procedure to represent himself, to use a representative selected and approved by the Association, or a representative selected and approved by the grievant.

3. The time granted for decision at each level shall be considered a maximum time and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

D. Levels and Limits

Step 1 - Whenever a grievant has a complaint, it shall first be discussed with the immediate supervisor or principal in an attempt to resolve the matter. If the matter is not resolved to the satisfaction of both parties, the grievant may, within five (5) school days set forth his/her grievance in writing specifying:

- a. The identity of the grievant or grievants.
- b. A general description of the grievance.
- c. The nature of the relief sought.
- d. The date of the initial informal presentation.
- e. The name and title of the individual to whom the informal presentation was made.
- f. The signature of the grievant or grievants. The immediate supervisor or principal shall communicate his decision to the grievant in writing within three (3) school days of the receipt of the written grievance.

Step 2 -The grievant may appeal the decision at Step 1 to the Superintendent of Schools in writing within five (5) school days after receipt of the Step 1 decision. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days shall communicate his decision in writing to the grievant. The appropriate representative or representatives of the Association may confer with the Superintendent or his designee in an effort to resolve the matter.

Step 3 - The grievant may appeal the decision at Step 2 to the Board of Education in writing within five (5) school days after receipt of the Step 2 decision. The appeal shall be submitted to the Superintendent, who shall attach all related papers and forward the appeal to the Board of Education. The Board, or a committee thereof, shall review the appeal and shall, at the option of the Board, hold a hearing with the grievant and the grievant's representatives, if any, and shall render a decision in writing within forty-five (45) calendar days of the receipt of the grievance by the Board.

Step 4 - If any party in interest is dissatisfied with the decision reached at Step 3, such fact shall be made known to the Association and/or the Board. The Association and/or the Board shall, within ten (10) days of the decision reached at Step 3, notify the other party of the intention to proceed to arbitration. Only the parties signatory to this Agreement, namely, the Association and the Board of Education, shall have the right to proceed to arbitration and said right shall not accrue to an individual employee, group of employees, Board member or group of Board members. The arbitration shall be advisory only and shall be conducted under the rules of the American Arbitration Association. The arbitrator shall be limited 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.

E. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any grievant, party in interest, representative or member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. If a grievance affects a group or class of employees from more than one school, the Association may initiate the grievance at Step 2 of the procedure set forth herein. If a grievance affects a group or class of employees from only one school, then all steps of the grievance procedure must be utilized.

2. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step and such decision shall be deemed a final determination of the grievance.

3. All meetings and hearings conducted in the grievance procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives. Any final action taken by the Board shall be by resolution at a public meeting of said Board.

4. Each grievant or party in interest shall pay the total cost incurred by them. The fees and expenses of the arbitrator shall be shared equally by the opposing parties. Unless mutually agreed by the board and the Association, arbitration proceedings will not take place during the school day. In the event said proceedings do take place during the school day, any time lost by an employee of the Board shall be with pay. Scheduling of such proceedings shall be by mutual agreement.

G. Exclusions

The following matters shall not be grievable:

1. The termination of the contract of a non-tenured employee and the failure or refusal of the Board to renew a contract of a non-tenured employee;
2. In matters where a method of review is prescribed by law, or by any rule, regulation or by Law of the State Commissioner of Education or the State Board of Education;
3. In matters where the Board is without authority to act;
4. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to employees under provisions of State Law.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee of the Board shall have the right to refrain from or to freely organize, join and support the Association for the purpose of engaging in collective negotiations with the Board. The Board and the Association agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, other laws of New Jersey or the Constitutions of New Jersey and the United States of America; that no employee shall be discriminated against with respect to hours, wages or any terms and conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the

Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict the rights any employee may have under New Jersey School Laws or other applicable laws or regulations.

C. No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, except for the termination or non-renewal of a non-tenured employee's contract. Such non-renewal or termination procedures shall be consistent with Article III (G)(1).

D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS

A. The Board agrees to make available, from time to time, to the Association's president or his designee, in response to reasonable requests, information concerning those matters which are a matter of public record.

B. Upon permission being granted by the building principal or appropriate administrator, representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to contact individual Association members on school property.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Such meetings shall be arranged by a formal application from the Association to the Board.

D. The Association shall have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary and without the approval of the building principal or other members of the administration. The Board assumes no responsibility for delivery.

E. The Association shall have the right to use school facilities and equipment, including *computers*, typewriters, copiers, and calculating machines, at reasonable times, when

such equipment is not otherwise in use, subject to the principal's or superintendent's approval, which approval shall not be unreasonably withheld. The Association shall pay for the reasonable costs of all materials, supplies and unusual damage incident to such use.

F. Any rights or privileges granted the Association as set forth in paragraphs B-E of this Article, which are not mandated by law, may be terminated by the Board in the event members of the Association are engaging in a strike.

ARTICLE VI
BOARD RIGHTS

A. Except as otherwise contained herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey, including but not limited to the exclusive management and administrative control of the school system, its properties and facilities, the right to select and hire employees, supervisory and otherwise, transfer, discipline (including withhold increments), suspend, or discharge for just cause, the right to relieve employees from duty because of lack of work or other legitimate reasons, and subject to Articles IX and X, the right to schedule work and to assign overtime.

B. In exercising the above rights, it is agreed that the granting of any salary increment and/or adjustment as set forth on the salary schedules shall not be deemed to be automatic. The Superintendent of Schools shall have the authority to recommend to the Board of Education the withholding of any salary increment or adjustment for inefficiency or other good cause. The Board of Education may also withhold said salary increment or adjustment for inefficiency or other good cause. The Board of Education may then withhold said salary increment or adjustment in accordance with N.J.S.A. 18A:29-14 (which Statutory Section is explicitly made a part of this Agreement applicable to the employees) as it may from time to time, be amended and supplemented. Prior to making such recommendation, the Superintendent shall cause written notice to be given to the employee in accordance with Article IV, Subsection D, and shall meet with such employee at least ten (10) days prior to the Board meeting at which such recommendation will be made.

ARTICLE VII
NO STRIKES

During the terms of this Agreement, there shall be no strikes, work stoppages or other concerted activities designed to deprive the Board of the work duties of the employees. Participation in such an activity shall subject the employee to disciplinary action.

ARTICLE VIII

HOLIDAYS

A. Holidays Employees shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Pennsauken Township School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrating body of the said district. However, any unit members hired after 7/1/06 may be required during the time of their employment with the District to work the new administration(i.e., non-school year) calendar.

B. Employees who choose to, or who maybe required to work the administration (non-school) calendar shall receive for their use in each fiscal year no less than five (5) paid floating holidays that they may use to be relieved from duties on days which they otherwise would have been required to work. Unit members hired prior to 7/1/06 shall under no circumstances receive less paid holidays (including floating) than the total received by newer employees. Any further details to which the parties need agree will be included in a subsequent side letter.

C. If an employee in this unit hired prior to 7/1/06 who is working the school calendar is required to work during school calendar holidays, that is, a day during the regular school year when no teacher is required to report at all and the unit is not scheduled to work, then he/she shall receive compensation equal to 1 ½ times their regular rate for time worked.

ARTICLE IX

DAILY WORK HOURS

A. The Board and the Association agree that the following winter work schedule shall be in effect the first day of the school year until the last pupil day of the school year. All unit employees shall work a seven (7) hour ten (10) minute work day, not including a 30 minute uninterrupted lunch period.

B. Immediately upon closing of school in June until school opens in September, the following summer hours shall be in effect.

All employees shall work 8:30 a.m. to 3:30 p.m. including a 30 minute uninterrupted lunch, except the summer school principal's secretary may be required to work 8:00 a.m. to 3:00 p.m. for the duration of summer school.

C. All employees shall be entitled to one fifteen (15) minute break during the work day, to be scheduled by the administrator in charge. Such break may not immediately precede or follow the employee's lunch period.

ARTICLE X

OVERTIME

A. Overtime is defined as any time worked at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours.

1. All overtime worked must be voluntary and mutually agreed upon by the employee and his/her immediate supervisor.

2. All overtime will be rounded to the nearest 1/4 hour at the end of each pay period.

3. Employees shall be paid at straight time hourly rates for the first forty (40) hours of work in any given work week. Employees shall be paid at 1-1/2 times the straight hourly rate for all overtime in a given work week in excess of forty (40) hours.

B. Straight hourly rate for each employee shall be calculated by dividing his or her annual salary by annual work hours (currently at 1770 hours).

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be entitled to twelve (12) sick leave days with pay in each work year. Unused sick leave shall accumulate from year to year.

2. Employees whose total continuous employment by the Board is less than one full year shall be entitled to sick leave with pay at the rate of one day of sick leave for each full month of employment.

3. (a) Upon retirement from the District, as certified by the Division of Pensions, the Board will pay the retiring employee for all unused sick days accumulated by the employee while in the employ of the Pennsauken Township Board of Education. Said days may be utilized as sick days once "banked" only after the entire compliment of the current years sick days have been exhausted. All days shall be maintained in an employees "bank" at the rate as

earned under the prior then current contracts. All days earned and “banked” for the period covered during the term of this contract, that is, days earned after 7/1/09 shall be fixed in value in an employees bank according to the following schedule:

Up to 100 days	\$36/day;
101 to 150 day	\$40/day;
151 to 200 days	\$42/day;
over 200	\$44/day.

After complete use of the current compliment of sick days then the banked days with the lowest rate are used first. Days shall be banked at the rate received when the days are earned. The employees shall annually receive notice as to the accumulated days and value.

(b) If an employee dies while in the employ of the Board before retirement, the Board will pay the dollar value of the accumulated sick days, calculated in accordance with the foregoing schedule, to the estate of the deceased employee.

(c) Notwithstanding that the employer may have from time to time made the time available before it was actually earned under the subsections above, any leave time used in excess of that earned on a pro rata basis shall be deducted from a final paycheck if the employee’s term of service ends during the annual term of appointment.

B. Personal Leave

1. Employees, upon five (5) days written notice to their immediate supervisor, shall be entitled to two days of leave with pay annually in order to conduct personal business. In cases of emergency, where more than twenty-four (24) hour written notice may not be possible, then notification by telephone shall be given as soon as possible to their immediate supervisor. Any unused days shall be accumulated at the end of each school year and added to the sick leave available under Section A. Personal leave, except for situations approved by the administration, cannot be taken on the scheduled work day immediately preceding or following holidays, school vacations or the opening and closing of the school year.

2. Any member of the bargaining unit that uses four (4) days or less of combined sick and personal days in a year shall receive an additional day of personal leave for use in the following year.

3. Personal days may: (a) not be used the day before or after a holiday; (b) Personal days may only be used together if approved by the Department Supervisor in advance, provided a reasonable request shall not be unduly refused.”

4. Notwithstanding that the employer may have from time to time made the time available before it was actually earned under the subsections above, any leave time used in excess of that earned on a pro rata basis shall be deducted from a final paycheck if the employee’s term of service ends during the annual term of appointment.

C. Bereavement-Death of Family

1. In the event of a death in the immediate family, an allowance up to five (5) days leave will be granted. "Immediate family" will be defined as spouse, child, stepchild, father, mother, brother, sister, grandchildren, or any members of the employee's immediate household.

2. An allowance of three(3) days will be granted to attend the funeral of the employee's grandparents or parents-in-laws or son-in-law or daughter-in-law.

3. An allowance of one (1) day will be granted to attend the funeral of other relatives of the employee's or brother or sister of the employee's spouse. This leave may be extended by use of personal leave.

4. The use of bereavement days shall commence within seven (7) calendar days of the death, unless approved by the Superintendent.

D. Maternity Leave

1. An employee shall be able to use accumulated sick leave for a maternity disability. The Board may request employees who are absent on maternity disability to provide it with a medical certification.

2. An employee may be granted an extended child rearing leave with or without pay beyond the period of actual disability or adoption of a child. Such leave will be granted on a case-by-case basis, at the discretion of the Board.

(a) Any employee granted such leave without pay may opt to continue group insurance coverage provided the employee submits premium payment to the central office prior to the time said payments are remitted to the insurance carrier(s).

E. Other Leaves. Other leaves of absence, with or without pay, may be granted by the Board at its discretion.

F. Restoration of Benefits

1. Upon return to employment from an extended leave of absence, with or without pay, an employee shall be entitled to the restoration of the following such benefits that had been accumulated as of the time leave was granted.

- (a) Sick leave;
- (b) Seniority status;
- (c) Vacation time;
- (d) Tenure status.

2. In addition, an employee returning from an extended leave of absence of not more than sixty (60) days shall be entitled to have said leave counted as accumulated time in computing seniority and vacation status.

3. An employee on leave of absence shall be placed in the same class of employment on the salary step attained at the time the leave was granted. Insurance protection benefits shall be restored to the employee in accordance with the terms and conditions of the insurance protection contracts then in effect.

4. While on leave without pay, an employee may, at his/her expense, continue to participate in the group insurance programs provided by this Agreement. The employee must submit premiums prior to the date they are submitted to the carrier.

ARTICLE XII
VACATION SCHEDULE

A. Vacation eligibility shall be determined and days shall accrue and be credited as of June 30 of each year (except as noted in B(1) below).

B. Employees shall hereafter receive the following vacations:

- 1. After six (6) months three (3) days shall become immediately available; and after nine (9) months two(2) more days shall be immediately available;
- 2. Five (5) days after one year;

3. Ten (10) days after two (2) years;
 4. Fifteen (15) days after seven (7) years; and
 5. Twenty (20) days after fifteen (15) years.
- A. Except, full-time employees hired prior to January 1, 2000, shall receive:
1. Three (3) days after six (6) months;
 1. Ten (10) days after one (1) year;
 1. Fifteen (15) days after five (5) years; and
 1. Twenty (20) days after fifteen (15) years.

Except employees already receiving days at variance with "B" above shall not be caused to take any reduction of days by the implementation of the above amended schedule.

D. Vacation time shall be scheduled to coordinate with the employee's work schedule and shall be subject to the approval of the Superintendent or his designee. Vacation requests may be made for any time during the year.

E. A paid holiday, in accordance with Article VIII hereof, falling within an employee's scheduled vacation shall not be charged against his/her vacation time, but shall be made applicable during vacation.

F. If an employee is hospitalized during his/her scheduled vacation, upon appropriate application made to the administration, said employee may have said time off charged against his/her accumulated sick leave rather than vacation time.

G. An employee may carry over (after July 1) a maximum of five (5) unused vacation days earned in a prior year for use by December 31st of that following year. An employee may convert a maximum of 5 unused vacation days to accumulated sick leave. Such days are available for use as sick leave days immediately upon conversion.

H. Notwithstanding that the employer may have from time to time made the time available before it was actually earned under the subsections above, any leave time used in excess of that earned on a pro rata basis shall be deducted from a final paycheck if the employee's term of service ends during the annual term of appointment.

I. Commencing upon ratification by both parties, every unit employee with greater than one (1) completed year of service shall receive an additional two (2) days paid vacation in fiscal year 2009-2010, and anyone who has more than one year completed service in this unit in fiscal year 2010-2011 shall receive an additional two (2) vacation days, each to be over and above those that are to be recited in the contract. This provision shall sunset before commencement of year three of this agreement.

J. During the term of this agreement, the language of restriction for carrying vacation days in Article XII (G) as to 5 Days, notwithstanding, any unit member may carry over 7 days until the sunset of this contract and in accordance with the current provisions of that contract.

ARTICLE XIII IN-SERVICE

On one of the district's two in-service days, the Board may provide, at its discretion, an in-service program for these employees. On such in-service day, certain secretarial positions must be covered, including the switchboard and in any schools hosting the in-service. Any suggestions for topics should be submitted to the Superintendent by September 30.

ARTICLE XIV

EMPLOYMENT PROCEDURES

A. Termination of Employment

Other than for just cause, the contract of a non-tenured employee may be terminated by the Board upon prior written notification of at least two (2) weeks.

B. Resignation

1. Any employee who is resigning from his/her position shall give at least thirty (30) days written notice of same.

2. Upon resignation, an employee shall be paid for accrued vacation based upon the schedule contained in Article XII hereof and the ratio of full months worked of that total contract year.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15, provided contract negotiations are complete.

D. In the event that the contract of a non-tenured employee is not renewed, said employee may, within fifteen (15) days of receiving such notice, request in writing a statement of the reasons for such non-renewal. The Board shall provide a written statement of the reasons which shall be given to the employee within thirty (30) days after receipt of such request. In addition, the employee may request, within fifteen (15) days after receipt of the reasons, an informal hearing before the Board. The Board shall grant such request and conduct a hearing within thirty (30) days thereafter.

ARTICLE XV EVALUATIONS

A. Employees shall be evaluated at least once per year. The evaluation shall be in writing and signed by the employee and the valuator and the employee shall be given a copy. The employee's signature does not indicate agreement with the evaluation. Within twenty (20) school days after each evaluation, the evaluator shall meet with the employee to discuss performance and make recommendation for improvement.

B. Whenever an employee is subjected to an evaluation by the Board, the employee involved may file a written response thereto which then becomes a part of said employee's personnel file.

C. An employee shall be informed of any complaints regarding him or her made by a member of the administration, another employee, a student, a parent, or any other person, which are or may be used in any manner to evaluate the employee. If an entry is made in an employee's file as a result of such complaint, the employee shall be given a copy of such entry and any such complaint shall be investigated as to its merits prior to placement of an evaluative entry in the employee's file.

ARTICLE XVI SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof. *All salaries and compensation shall be by direct deposit to the employee's bank.*

B. Each new employee shall have a beginning salary computed under this agreement and no more than the salary received by those unit members at Step 2 for year 1 of this agreement; no more than at Step 3 for the second and third year of this agreement, regardless of experience.

C. An employee must have commenced employment on or prior to the first workday in the new calendar year in order to advance in salary in the succeeding fiscal year. January 7th of the school year to proceed to the next step on guide in the succeeding school year.

C. In the event an employee's position becomes reclassified, the employee shall move to the appropriate column and to a step on the salary guide, which shall provide a minimum increase of \$300.00 over the employee's salary prior to reclassification.

ARTICLE XVII INSURANCE PROTECTION

1. For all employees in this unit hired after January 1, 2000, the Pennsauken Board of Education shall pay the premium to provide the HMO described insurance coverage to the employees, their spouse and dependents. The coverage shall be the same Aetna/U.S. Healthcare/Amerihealth HMO type major medical presently offered, and with a \$10 5 primary physician **office visit** co-pay **and \$10 specialist office visit**, or substantially equivalent coverage.

2. ~~The Board of Education will during the term of this contract provide at no cost to the employees hired prior to January 1, 2000, a Major Medical Plan consisting of the Horizon P PO presently offered by the District to these employees as of the commencement of this contract term or substantially equivalent coverage. Such employees, shall receive coverage including spouse and dependent coverage if they qualify pursuant to the policy and as provided by the applicable plan.~~

3. A. An employee otherwise entitled under this Agreement to such coverage and who elects to forego the above coverage. In such event, the employee shall receive the following reimbursements:

(1)	Family to no coverage	\$ 2,300.00
(2)	Family to Single coverage	\$ 1,300.00
(3)	Family to Husband/Wife coverage	\$ 800.00
(4)	Family to Parent/Child coverage	\$ 800.00
(5)	Husband/Wife to no coverage	\$ 1,800.00
(6)	Husband/Wife to single coverage	\$ 800.00
(7)	Parent/Child to no coverage	\$ 1,800.00
(8)	Parent/Child to single coverage	\$ 800.00
(9)	Single coverage to no coverage	\$ 1,300.00

B. If any employee opts to forego any of the above coverage, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

C. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee.

D. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payment referred to above, the employee shall reimburse the Board on a pro rata basis.

4. A. The Board of Education will continue to provide, at no cost to the employees, the current dental plan or substantially equivalent coverage with individual, family and dependent coverage as defined in the Plan.

B. For treatment plans beginning in the second year of the contract and for the balance of the term of the agreement, the orthodontic lifetime maximum coverage shall be increased to ~~\$2,000.00~~ **3,000.00, and the annual maximum shall increase to \$1,500.00.**

C. An employee otherwise entitled to such coverage who elects to forego the dental coverage. In such event, the employee shall receive the following:

- (1) Family to no coverage \$200.00 per year
- (2) Family to single coverage \$125.00 per year
- (3) Family to Husband/Wife coverage \$ 75.00 per year
- (4) Family to Parent/Child coverage \$ 75.00 per year
- (5) Husband/Wife to no coverage \$100.00 per year
- (6) Husband/Wife to single coverage \$ 75.00 per year
- (7) Parent/Child to no coverage \$100.00 per year
- (8) Parent/Child to single coverage \$ 75.00 per year
- (9) Single to no coverage \$100.00 per year

D. If any employee opts to forego any of the above coverage, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

E. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee.

F. If it becomes necessary for an employee to come back under the Board dental coverage within twelve (12) months after receiving the payments referred to above, the employee shall reimburse the Board on a pro rata basis.

5. A. The Board of Education will continue to provide, at no cost to the employees, the current prescription drug plan with individual, family, and dependent coverage, as defined in the plan, or substantially equivalent coverage. Said plan shall provide for a \$ 15.00 co-pay per prescription for brand name drugs, \$ 7.00 co-pay for generic drugs, and \$30/\$14 respectively for co-pay for mail order prescriptions. ***Effective 7/1/11, the Prescription plan shall change to a co-pay of \$7 for generic/ \$20 for brand; 90 day mail order of \$14 mail generic/\$40 mail brand.***

B. An employee otherwise entitled to such coverage who elects to forego the prescription drug coverage. In such an event, the employee shall receive:

- (1) Family to no coverage \$500.00
- (2) Family to single coverage \$300.00
- (3) Family to parent/child coverage \$200.00
- (4) Family to husband/wife coverage \$100.00
- (5) Parent/child to no coverage \$300.00
- (6) Parent/child to single coverage \$100.00
- (7) Husband/wife to no coverage \$400.00
- (8) Husband/wife to single coverage \$175.00
- (9) Single to no coverage \$200.00

C. If any employee opts to forego any of the above coverage, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage.

D. The above waiver of coverage shall be administered in accordance with applicable tax law to avoid as far as legally permissible any tax consequences to any employee.

E. If it becomes necessary for an employee to come back under the Board prescription coverage within twelve (12) months after receiving the payment referred to above, the employee shall reimburse the Board on a pro rata basis.

6. During the school year, the Board will secure from the Plans or carriers, brochures describing the benefits provided by the coverage and distribute same to the employees.

7. Anything to the contrary notwithstanding, when the Board employs both spouses or other members of the same household, who qualify for coverage, then the Board may provide the coverage for all such members under the category of coverage which permits the lowest aggregate premium category providing coverage to all of them, and shall not be required to pay

for two separate sets of coverage for two employees in the same household. However, the Board will ensure provision for timely re-enrollment or shall not enforce this provision. Any unit member, spouse or household member who by operation of this provision is not receiving coverage in their own name shall be "eligible" for coverage but so long as coverage is provided through their household member, they may be required to sell back their own coverage for \$1.00, notwithstanding any other language herein.

8. Any payments made pursuant to section's 3(A), 4(C), or 5(B) shall be paid in equal payments at the end of each period in December and June of each year.

ARTICLE XVIII

SENIORITY AND JOB SECURITY

A. Seniority is determined from initial date of employment with the Pennsauken Board of Education in the Collective Bargaining Unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District. Any anticipated or planned reduction in force shall not be implemented or take effect without thirty (30) calendar days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least fifteen (15) calendar days prior to the effective date of such anticipated or planned reduction in force.

B. Any reduction in force shall be implemented by termination of employees in the reverse order of seniority, the least senior employee(s) being terminated first. A person so reduced shall be placed upon a preferred eligibility list for a period of eighteen (18) months in the order of seniority for re-employment whenever a vacancy occurs in a position for which such person shall be qualified. If the employee is notified of a full-time vacancy and does not accept same, the employee shall be removed from the preferred eligibility list. In the event of re-employment following a reduction in force, the employee shall retain all rights of seniority to which he/she was entitled prior to layoff.

ARTICLE XIX

VOLUNTARY TRANSFERS

A. When a position in the unit becomes vacant, notice of said vacancy shall be given to the Association and shall be posted on the bulletin board of the central office and of each school ten (10) work days in advance of contemplated action. Said notice shall indicate the duties, qualifications and salary range for the position.

B. Employees desiring to apply for such positions shall submit applications in writing to the Superintendent within the time limit specified in the notice.

C. In the event in the Board's opinion two or more applicants have equal qualifications for the vacant position, said position shall be awarded to the applicant having seniority in the district. Applicants not selected shall be given written notice thereof.

ARTICLE XX

INVOLUNTARY TRANSFERS

A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency said employee shall be given not less than thirty (30) days notice.

B. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.

C. An involuntary transfer or reassignment shall be made only after a meeting between the employee and the Director for Personnel, at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his designated assistant shall meet with him/her. The employee may, at his option, have an Association representative present at such meeting.

ARTICLE XXI

PROFESSIONAL IMPROVEMENT/DEVELOPMENT

The Board will reimburse employees for course work related to their area of employment as follows:

2006-2009

Up to \$650.00 per person per year.

The employee must obtain the Superintendent's approval before registering for the course. The Superintendent will determine whether such course work is appropriately related to the employees area of employment. To be reimbursed, the employee must achieve a course grade of a "C" or higher. The guidelines set forth in the teachers' contract regarding the approval of a course will also apply to the secretarial employees.

ARTICLE XXII

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 and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions of this Agreement.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail letter at the following addresses:

1. If by Association, to Board at Pennsauken Board of Education
1695 Hylton Road
Pennsauken, New Jersey 08110

2. If by Board, to Association at President, Pennsauken Association of
Educational Secretaries
Pennsauken
High School
Pennsauken, New Jersey 08110

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly reflect that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status or age.

E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated by the Board with the Association before they are established.

F. In the event of release of the employees prior to the close of the normal work day, the Board may require, on a rotating basis, that the central switchboard be operated by a member

of this bargaining unit. However, in no event shall such employee be required to stay unless a member of the administration remains on the premises and in the vicinity of the switchboard.

G. Employees instructed to use their automobiles on Board business shall receive reimbursement for mileage at the current rate established by the Board, but not less than twenty and one-half (20-1/2) cents per mile.

H. During the life of this Agreement, the Board shall have the right to upgrade any position within the bargaining unit, however, the Association shall be given a minimum of ten (10) working days prior notice of any such upgrades.

I-Any bargaining unit employee who shall be assigned for the fiscal year to arrange for substitute teachers coverage shall receive a stipend in addition to, but not included in salary, in the amount of \$2,600.00 inclusive of any related costs incurred. Payments shall be made in two separate equal amounts at the end of each period in December and June.

ARTICLE XXIII **REPRESENTATION FEE**

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part 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. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 80% of that amount.

2. Legal Maximum

In order to offset adequately the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will

be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

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 current 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.

2. 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 deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Board; or
(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

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

4. Mechanics-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.

5. 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 received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXIV
TERM AND DURATION

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009, subject to the rights of the parties to negotiate a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is explicitly understood that it shall expire and terminate on June 30, 2009.

EXECUTION

The parties hereto have executed this Agreement effective the day and year first above written.

PENNSAUKEN ASSOCIATION OF
EDUCATIONAL SECRETARIES

BOARD OF EDUCATION
TOWNSHIP OF PENNSAUKEN

President

Superintendent

Secretary

Secretary

Date of Execution

Date of Execution