

**AGREEMENT**

**between**

**NEW PROVIDENCE BOARD OF EDUCATION**

**and**

**NEW PROVIDENCE EDUCATION ASSOCIATION  
Secretarial Unit**

**July 1, 2021 through June 30, 2024**

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**PREAMBLE**

THIS AGREEMENT is entered into this 29<sup>th</sup> day of March 2021, 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 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.

I. 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 service up to a maximum of 10 days	1 day for each month of completed
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 seven (7) 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 nine (9) 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.

D. No employee will be permitted to take vacation during the week prior to the date school opens for students.

## 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 3.20% for 2021-22, 3.05% for 2022-23, and 3.00% for 2023-24 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 or P.L. 2020, Chapter 44 toward payment of premiums. Should P.L. 2011, Chapter 78 or P.L. 2020, Chapter 44 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. Employees shall be permitted to enroll in a PPO/Open Access POS, EPO, New Jersey Educators Health Plan (NJEHP), or a high deductible medical benefit plan.

Effective the date of ratification of this Agreement, all new hires have only the choice to enroll in the New Jersey Educators Health Plan (NJEHP).

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

2. New hires will be eligible for coverage immediately.

3. The medical and dental policies will provide coverage for dependents until the end of the calendar year when the dependent turns 26.

4. Plan summary books shall be available in an electronic format accessible by the employees.

5. Option for employees 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.



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

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

D. 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 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 spouse or divorce/legal separation), re-enrollment in the District's insurance plan will be immediate only if the Board is notified within thirty (30) days of the event and an application is submitted.

**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.

H. No salary increments or increases shall be paid at the conclusion of the negotiated Agreement unless specifically negotiated and agreed to by the parties.



ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect until June 30, 2024. 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 29<sup>th</sup> day of July 2021.

NEW PROVIDENCE EDUCATION  
ASSOCIATION

BY:   
Laurie Barletta,  
Negotiation Committee Member

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY:   
Mary Misiukiewicz, President

BY:   
James Testa, Board Secretary

## APPENDIX I

### 2021-2022 SECRETARIAL SALARY GUIDE

	Secretary I	Secretary I	Secretary II	Secretary II	Secretary II	Tech Services	Tech Services
	12 months	12 months	12 months	12 months	10.5 months	12 months	12 months
Step	8 hrs/day	7.5 hrs/day	8 hrs/day	7.5 hrs/day	7.5 hrs/day	7.5 hrs/day	8 hrs/day
1	45,018	42,506	41,888	39,571	34,305	43,527	45,423
2	45,377	42,841	42,216	39,877	34,566	43,867	45,788
3	45,737	43,179	42,547	40,188	34,828	44,208	46,152
4	46,103	43,522	43,061	40,502	35,095	44,555	46,552
5	46,232	43,642	43,373	40,607	35,180	44,676	46,651
6	47,098	44,450	43,782	41,342	35,794	45,494	47,528
7	48,055	45,344	44,658	42,162	36,491	46,398	48,492
8	49,034	46,263	45,554	43,003	37,214	47,326	49,482
9	50,038	47,204	46,475	43,864	37,935	48,275	50,494
10	51,067	48,170	47,417	44,748	38,684	49,250	51,534
11	52,121	49,156	48,383	45,653	39,450	50,248	52,598
12	53,202	50,168	49,373	46,582	40,238	51,271	53,690
13	54,310	51,207	50,389	47,532	41,043	52,320	54,808
14	55,444	52,270	51,426	48,506	41,870	53,393	55,954
15	56,608	53,361	51,471	49,504	42,718	54,494	57,128
15A	57,857	55,410	53,989	51,588	44,325	56,560	59,331
16	59,106	57,078	55,137	52,423	45,630	58,243	61,127
16A	61,899	60,426	59,471	55,284	48,308	61,617	64,725
17	65,043	64,126	63,157	58,497	51,338	66,341	68,675

**2022-2023 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>1-2</b>	46,107	43,571	42,946	40,607	35,296	44,597	46,518
<b>3</b>	46,467	43,909	43,277	40,918	35,558	44,938	46,882
<b>4</b>	46,833	44,252	43,791	41,232	35,825	45,285	47,282
<b>5</b>	46,962	44,372	44,103	41,337	35,910	45,406	47,381
<b>6</b>	47,828	45,180	44,512	42,072	36,524	46,224	48,258
<b>7</b>	48,785	46,074	45,388	42,892	37,221	47,128	49,222
<b>8</b>	49,764	46,993	46,284	43,733	37,944	48,056	50,212
<b>9</b>	50,768	47,934	47,205	44,594	38,665	49,005	51,224
<b>10</b>	51,797	48,900	48,147	45,478	39,414	49,980	52,264
<b>11</b>	52,851	49,886	49,113	46,383	40,180	50,978	53,328
<b>12</b>	53,932	50,898	50,103	47,312	40,968	52,001	54,420
<b>13</b>	55,040	51,937	51,119	48,262	41,773	53,050	55,538
<b>14</b>	56,174	53,000	52,156	49,236	42,600	54,123	56,684
<b>15</b>	57,338	54,091	52,201	50,234	43,448	55,224	57,858
<b>15A</b>	58,587	56,140	54,719	52,318	45,055	57,290	60,061
<b>16</b>	59,836	57,808	55,867	53,153	46,360	58,973	61,857
<b>16A</b>	62,629	61,156	60,201	56,014	49,038	62,347	65,455
<b>17</b>	65,773	64,856	63,887	59,227	52,068	67,071	69,405

**2023-2024 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>1-3</b>	47,022	44,464	43,832	41,473	36,113	45,493	47,437
<b>4</b>	47,388	44,807	44,346	41,787	36,380	45,840	47,837
<b>5</b>	47,517	44,927	44,658	41,892	36,465	45,961	47,936
<b>6</b>	48,383	45,735	45,067	42,627	37,079	46,779	48,813
<b>7</b>	49,340	46,629	45,943	43,447	37,776	47,683	49,777
<b>8</b>	50,319	47,548	46,839	44,288	38,499	48,611	50,767
<b>9</b>	51,323	48,489	47,760	45,149	39,220	49,560	51,779
<b>10</b>	52,352	49,455	48,702	46,033	39,969	50,535	52,819
<b>11</b>	53,406	50,441	49,668	46,938	40,735	51,533	53,883
<b>12</b>	54,487	51,453	50,658	47,867	41,523	52,556	54,975
<b>13</b>	55,595	52,492	51,674	48,817	42,328	53,605	56,093
<b>14</b>	56,729	53,555	52,711	49,791	43,155	54,678	57,239
<b>15</b>	57,893	54,646	52,756	50,789	44,003	55,779	58,413
<b>15A</b>	59,142	56,695	55,274	52,873	45,610	57,845	60,616
<b>16</b>	60,391	58,363	56,422	53,708	46,915	59,528	62,412
<b>16A</b>	63,184	61,711	60,756	56,569	49,593	62,902	66,010
<b>17</b>	66,328	65,411	64,442	59,782	52,623	67,626	69,960