

**AGREEMENT**

**BETWEEN**

**THE TRENTON BOARD OF EDUCATION**

**AND**

**TRENTON EDUCATIONAL  
SECRETARIES ASSOCIATION  
(TESA)**

**JULY 1, 2001 - JUNE 30, 2005**

## TABLE OF CONTENTS

|  | Page |
|--|------|
| Preamble . . . . .   | 3    |
| Article 1 - Recognition. . . . .   | 3    |
| Article 2 - Modification of Agreement and Negotiation of<br>Successor Agreement. . . . . | 4    |
| Article 3 - Grievance Procedure. . . . .   | 5    |
| Article 4 - Employee Rights. . . . .   | 6    |
| Article 5 - Association Rights and Privileges. . . . .                                   | 7    |
| Article 6 - Management Functions . . . . .   | 7    |
| Article 7 - Protection of Employees and Property. . . . .                                | 7    |
| Article 8 - Seniority and Job Security. . . . .  | 8    |
| Article 9 - Salary. . . . .  | 9    |
| Article 10 - Super-Maximum and Longevity. . . . .  | 9    |
| Article 11 - Voluntary Transfers and Reassignments. . . . .                              | 10   |
| Article 12 - Involuntary Transfers and Reassignments. . . . .                            | 10   |
| Article 13 - Leave Policies. . . . .   | 11   |
| Article 14 - Vacations and Holidays. . . . .   | 13   |
| Article 15 - Medical Benefits. . . . .   | 14   |
| Article 16 - Vacancies and New Positions. . . . .  | 15   |
| Article 17 - Substitutes. . . . .  | 15   |
| Article 18 - Daily Working Hours. . . . .  | 15   |
| Article 19 - Evaluation Procedure. . . . .   | 15   |
| Article 20 - Promotions. . . . .   | 16   |
| Article 21 - Duration of Agreement. . . . .  | 16   |
| Schedule A - Salary Guide 2001-02 . . . . .  | 17   |
| Schedule B – Salary Guide 2002-03 . . . . .  | 18   |
| Schedule C – Salary Guide 2003-04 . . . . .  | 19   |
| Schedule D – Salary Guide 2004-05. . . . .   | 20   |

## **PREAMBLE**

This agreement is made and entered into on this first day of **July 1, 2001 to June 30, 2005**, by and between the TRENTON BOARD OF EDUCATION (Hereinafter referred to as the "Board") and the TRENTON EDUCATIONAL SECRETARIES ASSOCIATION (Hereinafter referred to as the "Association").

## **Article 1 RECOGNITION**

A. The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel regularly employed under contract, or on leave from the Board, but excluding:

- Trenton Administrators and Supervisors
- Trenton Education Association
- Attendance Officers
- Security Officers
- Executive Secretarial Unit
- Business & Technical Unit
- Cafeteria
- Para-Professional Unit
- Mechanics and Laborers
- Custodian Unit

B. This Agreement is negotiated in order to establish the terms and conditions of employment for all contractual employees represented by this unit.

C. The provisions of this Agreement will constitute a binding obligation of the parties for the duration or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressed so stated.

D. Unless otherwise indicated, the terms "employee" and "secretary" when used hereinafter in this Agreement shall refer specifically to those employees identified in the negotiating unit defined herein.

E. Reference to female employees shall also apply to male employees.

**Article 2**  
**MODIFICATION OF AGREEMENT**  
**AND NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Before the Board adopts a change in policy which affects terms and conditions of employment, the Board will notify the Association, in writing, that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Consistent with N.J.S.A. 34:13A-1 *et. Seq.*, as amended, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The Board agrees to negotiate with the Association over a Successor Agreement in accordance with N.J.S.A. 34:13A-1 *et seq.*, as amended, the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and conditions of employment. The Association agrees to present to the Board its proposal for Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to in writing and signed by all the parties.

C. During the negotiations, the party making the proposals shall submit such proposals in writing to the other party. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree in writing to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conference, meetings, or in negotiations respecting the collective bargaining Agreement, they will suffer no loss of pay nor any recrimination.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. It is agreed that the cost of professionally printing this Agreement shall be borne by the Board of Education and the Association equally. The Association shall be responsible for the final contract draft prior to printing.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except by mutual agreement.

### **Article 3 GRIEVANCE PROCEDURE**

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

B. Procedures for Adjusting Complaints and Grievances

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the written grievance is not filed within thirty (30) working days after the employee knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Step Four.

C. Grievance shall be presented in writing on the appropriate form.

**Step 1**

The employee shall first discuss his complaint orally with his immediate supervisor, either alone or accompanied by an Association representative, with the objective of resolving the matter informally. In the event the complaint is not resolved informally, the employee shall present the grievance, in writing, to the supervisor, but not more than five (5) working days after the grievance meeting. The Supervisor must notify grievant of his decision within five (5) working days.

**Step 2**

The Association and/or the employee may appeal the decision of the Supervisor to the Superintendent or his designee, within seven (7) working days after receiving the decision of the immediate supervisor. The Superintendent or his designee shall hold a hearing within seven (7) working days and subsequently issue a decision in writing with supportive rationale not later than five (5) working days after the hearing to the aggrieved employee and the Association.

**Step 3**

The Association may appeal the decision of the Superintendent, or his designee, within five (5) working days after the receipt of the decision to the Board. A hearing shall be held by the Board within fifteen (15) working days after receipt of the appeal. The appeal shall be in writing and accompanied by a copy of the decision of the Superintendent or his designee.

**Step 4**

If the Board has failed to render a decision within fifteen (15) working days for the date of the hearing or the written decision is unacceptable to the aggrieved party, the grievance may be submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be selected from the American Arbitration Association and adhere to their rules and procedures. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement.

## **MISCELLANEOUS PROVISIONS**

A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to proceed to the next step of this procedure.

B. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at STEP 2 of this procedure without STEP 1 thereof.

C. No reprisals of any kind shall be taken by the Board or by any members of the Administrative Staff against any party of interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

D. Any party in interest may be represented at any or all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association. When a party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. When any new evidence is submitted at a later step by either party the grievant may be required to return to STEP 1.

F. The cost of arbitration shall be borne equally by both parties.

G. When a grievance is resolved the resolution of the grievance shall include the department or administrator responsible for implementation of relief granted.

## **Article 4 EMPLOYEE RIGHTS**

A. Pursuant to *N.J.S.A. 34:13A-1 et seq.*, the Board hereby agrees that every employee of the Board 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/or protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by *N.J.S.A. 34:13A-1 et seq.*, and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

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

C. No employee shall be disciplined, reduced in rank or compensation, without just cause. No grievance on this section shall be submitted to arbitration unless expressly permitted by law. Any such action asserted by the Board, or any agent or representative thereof, shall not be made in public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee be subject to the grievance procedure up to STEP 3 of the grievance procedure. Any criticism of an employee will be done privately in a confidential manner.

D. No employee shall be prevented from wearing pins or other identification of membership in the Associations or its affiliates.

E. Employees covered by this Agreement shall be notified in writing of their contract status for the ensuing year no later than May 15.

## **Article 5 ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, available public information concerning the district.

B. Use of School Buildings -- Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. The Association and its representatives shall have the right to use school and Administration Building facilities and equipment, including typewriters, mimeographing machines, photocopiers, computers, other duplicating equipment, calculating machines, etc. and various types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of supplies incident in such use.

D. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the building principal or other members of administration. Courtesy copies of all notices shall be forwarded to the Superintendent.

E. 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 employees, and to no other organization.

F. An agency fee provision with the usual "safeguards" in accordance with *N.J.S.A. 34:13A 5.5 et seq.* shall be instituted at the 85% fee arrangement.

## **Article 6 MANAGEMENT FUNCTIONS**

Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

## **Article 7 PROTECTION OF EMPLOYEES AND PROPERTY**

A. Employees shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety or well-being.

B. Employees shall not be required to perform first aid/medical duties except in emergencies.

C. Employees shall not be required to perform tasks inconsistent with their general job description.

D. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged, stolen, or destroyed as a result of an assault while the employees are discharging their duties within the scope of their employment. The Board shall not be responsible for any personal property loss which results from employee negligence.

E. Employees shall not be required to work in buildings without the presence of a supervisor, security guard, or custodian. Should such situation arise, employees shall, prior to departure, give notice to the Office of Human Resources citing Article 7, Sec. E. Such notice may not necessarily terminate the workday.

F. Sufficient security shall be provided in the parking lot of the Administration Building during departure time.

G. Employees shall not be required to discipline pupils sent to the office by teachers or administrators except in emergency cases. Nor shall employees be required to supervise or in any way assume responsibility for such pupils.

**Article 8**  
**SENIORITY AND JOB SECURITY**

A. In the event of any Reduction in Force (R.I.F.), district-wide seniority (the Board appointment date of employment on a permanent basis) shall apply. The Board shall retain the right to reduce the number of secretarial and clerical positions when done for just cause.

B. Any such reduction as above defined, shall only be accomplished in accordance with the following procedure: The employee/s affected by such a reduction shall have seniority rights over the most junior employee within his current category of employment (as listed in the salary guide), and those employee/s thus affected shall retain the same rights in replacing the most junior employee/s in their categories before reverting to the next lower category to exercise seniority rights, but in no case shall an affected employee/s reduction be any more than one (1) salary column at a time as established on the salary guide.

C. All affected employee/s shall retain their current salary until such time as their current salary appears within \$50.00 of the next highest step of the new column.

D. An employee who is laid off due to a R.I.F. shall only have a right to be recalled if additional secretarial and clerical positions become available due to vacancies or creation of new positions within 3-1/2 years (forty-two months) from the date of lay off. Notification to be rehired shall be sent to the employee at the last known address by Registered Mail-Return Receipt Requested and regular mail. A copy of such notification will be sent by regular mail or hand delivered to the Association. The employee shall be given five (5) work days to notify the Board in writing that he/she is available to be rehired. Any employee who does not respond or indicates that he/she is not available shall waive all future rights to be recalled.



**Article 9**  
**SALARY**

A. All employees in the unit shall be on their proper step and paid according to the salary guide as published in the appropriate schedule.

B. New employees with outside experience shall be placed on the salary guide according to the following schedule:

- a. An employee with 0-2 years experience shall be placed on Step 1; 3 years on Step 2; 4 years on step 3; 5 years experience (or more) on step 4.**

Years of experience as a secretary in the Trenton Schools shall be given full years of experience on the guide. Secretaries returning to the Trenton Public Schools shall be given full credit for each years previous experience in the Trenton Public Schools as a secretary. (This provision shall be retroactive for all secretaries currently employed by the Board of Education).

C. Pay checks covering all employees included in this Agreement, with the exception of the Administration Building employees, shall be delivered to school offices.

**D. At the discretion of the Board, effective July 1, 2002, payday will change to the 15<sup>th</sup> and 30<sup>th</sup> of each month.** When a payday falls on school holidays or vacation days, all employees covered by this Agreement shall receive their pay checks on the last previous working day.

E. The "first day of a school year" shall herein mean July 1 or the first working day immediately following.

F. All employees of the Association shall be reimbursed for approved use of their personal vehicle on Board related business at the rate per mile consistent with Board policy.

G. The Board agrees to deduct from the salaries of its employees dues for any one or combination of Association as said employees individually and voluntarily authorize the Board to deduct.

**Article 10**  
**SUPER-MAXIMUM AND LONGEVITY**

A. All employees who have earned 30, 60, 90 credits shall be placed on the appropriate step of the salary guide. Credits must be in the approved work-related areas.

**B. To encourage further education pursuits, members shall be reimbursed up to the current College of NJ in-state rate for twelve (12) college credits per year that relates to an employment opportunity in the Trenton School District. Prior approval must be obtained by the Superintendent of Schools before courses are taken.**

C. Longevity -- experience in Trenton plus credited experiences outside of Trenton:

|          |                  |
|----------|------------------|
| 15 Years | \$600 additional |
| 20 Years | \$600 additional |
| 25 Years | \$600 additional |
| 30 Years | \$800 additional |
| 35 Years | \$600 additional |
| 40 Years | \$600 additional |
| 45 Years | \$600 additional |
| 50 Years | \$600 additional |

which will also be reflected in the maximum.

Effective July 1, 1989, all employees shall be paid the amounts listed above for their respective years of experience irrespective of the date that level was attained.

Effective July 1, 1992 all employees on the current Administrative II salary guide shall be moved to the same step of the Administrative III salary guide. The current Administrative III salary guide shall be renamed as Administrative II salary guide.

#### **Article 11 VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Employees desiring a change in employment shall make their request in writing to the administrator in charge of Human Resources.

B. These requests shall be acknowledged in writing by the Board of Education within a reasonable amount of time and shall be granted if a vacancy exists, if the Board of Education, in its sole discretion, elects to fill the position.

C. If there are no vacancies at that time, the applicant's request for transfer shall be kept active until such written notice of withdrawal is received by the administrator in charge of Human Resources. A request shall be considered void at the end of each school year.

#### **Article 12 INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Involuntary transfers will be made only when necessary and only when the following procedure is strictly adhered to:

1. Notice of involuntary transfer or reassignment shall be given to employees as soon as practicable, but in no event no less than ten (10) calendar days prior to the formal action of the Board.
2. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Administrator in charge of Human Resources at which time the employee will be notified of the reasons in writing.
3. In the event that an employee objects to the transfer or reassignment, at this meeting, upon request of the employee, the Association will be notified and the Superintendent or his designee will meet with the

Association's representative to discuss the matter before the transfer or reassignment is effected. Representation shall be provided consistent with the provisions of the grievance procedure. This meeting shall not, however, delay the effective date of the transfer.

4. A list of open positions in the school system will be made available to all employees being involuntarily transferred or reassigned upon request.

### **Article 13 LEAVE POLICIES**

#### **A. SICK LEAVE**

Employees shall be allowed eighteen (18) days for leave for personal illness.

#### **B. ACCUMULATED DAYS**

The unused portion of such leave, as indicated in Section A, at the end of any year shall be accumulative.

#### **C. ADDITIONAL SICK LEAVE**

Only when an employee has exhausted his accumulated sick leave shall additional, non-accumulated sick leave benefits be considered by the Board on a case by case basis, pursuant to a written request. If additional sick leave time is granted by the Board, the rate of pay for each additional day shall be less the pay for a substitute. If no substitute is employed, no deduction shall be made.

D. Employees returning to Trenton Public Schools System should be entitled to previously accumulated unused sick leave.

#### **E. ILLNESS IN IMMEDIATE FAMILY**

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household. **If and when district changes to State Health Benefits Plan, family illness day language shall be changed to reflect three (3) days annually for 10-month employees and four (4) days annually for 12-month employees,**

#### **F. DEATH IN THE FAMILY**

Employees shall be allowed five (5) days without loss of pay at the time of death for immediate family which shall mean spouse, child, parent, brother or sister, grandparents, mother-in-law, father-in-law and any other relative living in the same household.

#### **G. DEATH OF OTHERS**

With the approval of the Superintendent of Schools, an employee shall be allowed an absence with no loss of pay for the death of others.

#### **H. PERSONAL BUSINESS OR RELIGIOUS HOLIDAYS**

Four (4) personal business days shall be allowed for either personal business or religious holidays. For all employees, personal business days not utilized during the year shall be added as an unused sick day for retirement purposes only and reimbursed as sick days under Section Q of this Article.

#### **I. OTHER EMERGENCY OR URGENT REASONS**

With the approval of the Superintendent of Schools, absence for other emergencies or urgent reasons may be allowed.

#### J. COURT ORDER

Absence for reason of subpoena shall result at no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

#### K. JURY DUTY

Employees subpoenaed for jury duty shall receive full pay less fee received for such services.

#### L. INTER-SCHOOL VISITATIONS, CONFERENCES, CONVENTIONS

With the approval of the Superintendent of Schools with no loss of pay.

#### M. MATERNITY LEAVE

Any female employee shall, upon request, be granted a leave of absence without pay for maternity purposes or the adoption of a child for a period of not more than (2) years. Any pregnant employee shall be entitled to continue working as long as she is physically able to do so and to return to her duties when physically able. At the beginning of the seventh (7) month of pregnancy, the employee's personal physician shall issue a certificate stating that the employee is physically able to continue her duties. Concurrence of the personal physician and the school medical director may be required by the Board to establish the initial date of the maternity leave. Any employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant. The employee requesting such leave as stated above shall indicate a tentative return to work date on a leave request form provided, and re-confirmation of such return to work date shall occur at least thirty (30) days prior to such return.

#### N. CARING FOR SICK MEMBER OF IMMEDIATE FAMILY

A leave of absence, without pay, of up to one (1) year may be granted to tenured employees for the purpose of caring for a sick member of the employee's family, consistent with established Board policy, after the employee has submitted proof satisfactory to the Superintendent that such leave is necessary.

#### O. RETURN FROM LEAVE

Employees returning after an authorized leave of absence shall be offered a similar position that they held at the time said leave was commenced.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon this return from leave. However, an employee shall not accumulate any leave days during the period of absence.

All extensions or renewals of leaves shall be applied for and granted in writing.

#### P. RETIREMENT BENEFIT

Any employee with fifteen (15) years or more of service in the Trenton School District shall receive 1/240 of the employee's salary for each three (3) days of unused accumulated sick leave upon the employee's retirement or to his beneficiary upon his death before the effective date of retirement.

**Article 14**  
**VACATIONS AND HOLIDAYS**

A. Vacations may be taken during any time of the year at times approved by the immediate supervisor.

B. The number of annual vacation days allowed to employees shall be based on the total number of years of employment with the Trenton Public School System. However, leave time granted by the Board of Education shall not be calculated in years of employment for vacation purposes.

C. Annual vacation allowances for employees shall be made in according to the following schedule:

The first to the 11<sup>th</sup> month - 1 day per month of service

1 year to 5 years - 12 days

5 years to 15 years - 15 days

15 years to 25 years - 20 days

25 years and over - 25 days

All vacation days are accrued.

D. Employees attaining their years of service during the months of July or August shall be eligible for vacation days that year.

E. In any calendar year, where the vacation or any part thereof is not granted by reason of pressure of business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the school year as mutually agreed by the employee and immediate supervisor.

F. Vacation allowance shall be granted to employees returning from unpaid leave in proportion to the amount of service rendered in that school year.

G. All vacation earned and all such time accumulated shall be granted to all employees upon retirement or termination prior to the end of the school year. Full vacation allowances shall be granted to those employees whose retirement becomes effective after February 1 of any school year.

H. Each employee shall be entitled to the specified holidays outlined on the approved school calendar and any revisions thereto approved by the Board. School closings due to inclement weather shall not be considered holidays. An employee who works on a day when schools are closed due to inclement weather is entitled to be compensated at an hourly rate based upon their annual salary, in addition to their regular salary, for only those hours worked and, only if approved in writing by his/her immediate supervisor or if he or she has been called to work via a Board approved public announcement. No employee shall be required to report to work when schools are closed due to inclement weather.

I. If a holiday falls during an employee's vacation period, the employee shall be entitled to an extra vacation day.

J. The Board shall reimburse an employee's beneficiary the full dollar amount, at the rate of 1/240, of the employee's unused vacation leave upon her/his death.

**Article 15**  
**MEDICAL BENEFITS**

1. Individual and Family coverage under the New Jersey Blue Cross Hospital Service Plan and New Jersey Blue Shield Medical Surgical Plan, Rider J and Medi-Group (1420 series). Family with dependent coverage to age 25.

2. Unlimited major medical coverage with Provident Life and Accident Insurance Company. Family with dependent coverage to age 25. This program will cover 100% of the eligible major medical expenses for the balance of a calendar year when out-of-pocket expenses in the 20% co-insurance and \$100.00 deductible equal \$500, per individual or \$1,000 per family.

3. Full family coverage for employees under the New Jersey Dental Service Plan, Inc. (50-100 plan) -- no deductible, or Eastern Dental -- no deductible.

4. Any employee who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. That retiree shall be responsible for individual payments at the group rates. Any secretary who retires at 55 or older with 25 years of service in the district, the Board shall pay the premium of individual coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (1420 series) including Rider J and Medi-Group, Unlimited Major Medical coverage with Provident Life and Accident Insurance Company with expenses in excess of \$2,500, or submitted to major medical paid at the rate of 100% until eligible for Medicare.

5. Blue Cross/Blue Shield Drug Prescription - Co-pay \$3 generic/\$5.00 brand name/\$0 mail order – family plan up to age 25.

6. The Board reserves the right to obtain equivalent insurance coverages to those set forth in the article through insurance carriers other than those specifically named in this article. However, under no circumstances shall the level of benefits be reduced.

7. Waiver Bonus - If an employee waives health insurance or prescription insurance, each employee shall receive 50% of the health and/or prescription plan. The new employees who decide to waive coverage can only receive 50% of the lowest cost plan. The implementation of this is dependent on the approval of the Board of a 125 Plan. The employee must prove other employer-sponsored coverage. The bonus is taxable. (Cautionary language to be added regarding year before retirement. Parties to agree to language.)

**8. State Health Benefits Plan becomes effective when all district unions agree. Until then current plan remains with \$5.00 HMO co-pay.**

**Article 16**  
**VACANCIES AND NEW POSITIONS**

A. Notice of *all* vacancies and location of *all* positions, including new positions, shall be posted at each school and office building no later than thirty (30) days following formal notice of the Board action that created such vacancy.

1. Secretaries who apply for a vacancy shall receive in writing from the Personnel Department proper acknowledgement of their application/request within ten (10) days.

2. The Association must be notified in writing of all transfers, etc.

3. All vacancies shall be posted for a minimum of ten (10) days.

B. The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period of the reason for the delay.

C. When a vacancy is filled from within the district the appointee shall be notified no later than 10 days after the action has been taken by the Board.

D. All positions when vacated shall be advertised at the current job classification.

E. Every in-house secretary who applies for a position must be screened.

**Article 17**  
**SUBSTITUTES**

Substitutes working 90 days or more are subject to the hiring procedures set forth in Article 16.

**Article 18**  
**DAILY WORKING HOURS**

A. The regular work day for employees shall consist of a regular 7-hour work day year-round exclusive of a duty free lunch.

B. Employees employed in the Administration Building and School Building will begin work at 8:00 a.m.

C. All work time over the 7-hour work day shall be compensated at time and one-half.

**Article 19**  
**EVALUATION PROCEDURE**

A. Employees shall be evaluated annually in writing using the appropriate evaluation form, by their immediate supervisor. No employee shall be evaluated by another employee.

B. An employee shall be given a copy of any evaluation report prepared by his supervisor at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

C. An employee shall have the right, upon request, to review the contents of his personnel file located in the Office of Personnel and to receive copies at Board expense of any document contained therein. An employee shall have the right to have a representative of the Association accompany him during such review.

D. No material derogatory to a employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material and receive a copy. The Employee shall acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material. Said answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

E. The Board agrees to protect the confidentialities of personal references, academic credentials and other similar documents and shall not establish any separate file which is not available for the employees inspection.

F. Prior to any annual written evaluation, the immediate supervisor of a non-tenure employee shall have a conference with said employee, from time to time, regarding his/her performance as a secretary.

## **Article 20 PROMOTIONS**

A. A promotion shall be defined as taking place when an individual applies and is appointed for a positions which is rated higher than the one held prior to such application. When promoted, an employee shall move to the appropriate guide for the position at the employee's current guide step.

B. Only when a regularly employed secretary is instructed by an administrator to assume the responsibilities of a higher level secretary within the unit for more than twenty (20) working days, will the Board pay him at the employee's same step on the appropriate guide to the position being filled, prorated from the initial date through the date on which he is relieved.

C. Continuation in the same position, absent reclassification, shall not result in a promotion.

## **Article 21 DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2002, and July 1, 2002 and shall continue in effect until June 30, 2005 subject to the Association rights to negotiate in accordance with *N.J.S.A. 34:13A-1 et seq.*, under procedures defined in Article 2 and subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended orally.

B. This Agreement incorporates all the understanding of both parties and may not be modified subject to Article 2.

C. In witness whereof the parties hereto have caused this Agreement to be duly signed by their respective presidents and attested by their respective vice-presidents.