

393

AGREEMENT

between

NEW PROVIDENCE BOARD OF EDUCATION

and

NEW PROVIDENCE EDUCATION ASSOCIATION  
Secretarial Unit

1995-96  
1996-97  
1997-98

MARTIN R. PACHMAN, P.C.  
60 East Main Street  
Freehold, New Jersey 07728  
(908) 780-5590

## TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	1
I	RECOGNITION	2
II	NEGOTIATION OF SUCCESSOR AGREEMENT	3
III	GRIEVANCE PROCEDURE	4
IV	ASSOCIATION RIGHTS	10
V	SECRETARIES' RIGHTS	13
VI	BOARD'S RIGHTS	15
VII	WORK YEAR	17
VIII	WORK DAY	18
IX	VACATION	19
X	TEMPORARY LEAVES OF ABSENCE	20
XI	SALARY	23
XII	INSURANCE	25
XIII	RETIREMENT	28
XIV	IMPROVEMENT OF SKILLS	29
XV	DEDUCTIONS FROM SALARY	30
XVI	MISCELLANEOUS PROVISIONS	34
XVII	DURATION OF AGREEMENT	36
APPENDIX I	1995-96 SALARY GUIDE FOR SECRETARIES	37
APPENDIX II	1996-97 SALARY GUIDE FOR SECRETARIES	38
APPENDIX III	1997-98 SALARY GUIDE FOR SECRETARIES	39

PREAMBLE

THIS AGREEMENT is entered into this 11<sup>th</sup> day of July, 1996 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 January 15th of the calendar year preceding the calendar year in which this Agreement expires. Furthermore, items for negotiations must be presented to each side in writing not later than the first meeting. Any Agreement so negotiated shall apply to all secretaries, be reduced to writing and, after ratification, be signed by the Board and the Association.

B. If any Article, or section of this Agreement is held invalid by operation of law, or by any tribunal of competent jurisdiction, including the Public Employment Relations Commission, or if compliance with an 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.

C. Contingent to this agreement, it is understood that all benefits excluding the Medical/Health benefits will be negotiated by the Secretarial Association in this and future contracts.

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 ... 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 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 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 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 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.

a. 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.

b. 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.

c. 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.

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

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

(2) 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;

(3) 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;

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

(5) Any matter in which a petition in the district 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 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 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. The Association shall follow the existing procedure to acquire such building use.

D. The Association and its representatives shall have the right to use school facilities and equipment, including 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. For the life of this Agreement, the Board agrees to provide office space to the Association. The location of such space shall be determined mutually by the Board and the Association, subject to the Board's right to utilize said office space, if needed, for other educational purposes. In such event, the Board and the Association shall mutually determine an alternative location. The Association shall be allowed to have a telephone installed in such office at its own expense.

G. 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.

H. 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.

a. 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 office, position or employment or adversely concerns salary or any increments pertaining thereto, she 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 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. Ten-Month Secretaries. Ten-month secretaries shall begin their duties on the first weekday of September and follow the 10-month secretaries' calendar until the last working day in June.

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

C. 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.

D. 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.

E. N.J.E.A. Convention Days. Any secretary attending the N.J.E.A. convention shall receive no more than two (2) days' leave for said purpose with pay, provided she has requested permission from the Superintendent to attend such convention, and provides a certificate of attendance upon her return in accordance with State law.

## 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 1/2) 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 work day 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 lunch period per day.

E. Secretaries who will be absent for any reason other than pre-approved leaves will call the district substitute tape. Administration will determine the need for a substitute secretary on an individual basis.

ARTICLE IX

VACATION

A. Twelve-month secretaries shall be entitled to the following vacation time:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less than 1 year	1 day for each month of completed service up to a maximum of 10 days
1 through 4 years	10 days
5 through 9 years	15 days
10 or more years	20 days

B. Twelve-Month Secretaries. Vacation time shall be taken subject to the approval of the secretary's immediate supervisor and the Superintendent of Schools. Vacations are not cumulative and should be completed during the months of July, August and school vacations. However, in the event an employee requests a single vacation day 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-Month Secretaries. If an employee moves from a ten-month or 10.5 month position to a twelve-month position, each year of service in the ten-month position shall count as a full year of service for vacation purposes.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

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

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

2. Ten-month secretaries shall be allowed sick/family illness leave with full pay for fifteen (15) working days beginning with July 1st and ending June 30th of each school year.

3. The above entitlements shall pertain to employees employed prior to the 1997-98 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.

4. Secretaries hired commencing with the 1997-98 school year shall receive sick/family illness days in accordance with the following schedule:

<u>Year</u>	<u>Days (10 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

5. 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.

6. If an employee is absent for four (4) consecutive working days or more for any of the reasons set forth above, 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.

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

B. Personal Leave.

1. All secretaries, upon written request to the Superintendent 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 not be used for matters of entertainment, recreation or shopping, etc., and 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;

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 of three personal days may be used annually for emergency purposes with prior notification by telephone. Paperwork to follow upon employees return to work.

2. Secretaries hired commencing with the 1997-98 school year 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-d above.

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 (as well as "step" mother, father, etc. 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.

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 guides for each employee covered by this Agreement are set forth in Appendices I, II and III which are attached hereto and made a part hereof.

B. When a payday falls on or during a school holiday, vacation or weekend, the present practice of issuing pay checks 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 work load.

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

F. Individual terminal Employment Agreements entered into between the Board and members of this bargaining unit by March 31,

1996 will provide for annual increases of 4.0%; 4.0%, and 4.0% for the three (3) years. Such increases are exempted from the Guides set forth above.

ARTICLE XII

INSURANCE

A. The Board shall pay the full premium for the health insurance program as follows:

1. Reasonable and customary charges in full for doctor's visits in hospital.

2. X-ray and laboratory payment maximum to \$300.

3. The deductible will be at \$100 per person and \$200 per family.

4. Coinsurance payment will be 90% of the first \$2,500.

5. New hires will be eligible for coverage after three (3) months of employment, with a waiting period for pre-existing illnesses of nine (9) months.

6. The policy will provide coverage for dependants to age 19, with such dependant coverage extended to age 25 for full-time students.

7. Effective with the 1995-96 school year, the coverage will be modified to a comprehensive type program with the same co-pay amounts and deductible as set forth above.

B. The policy is on file in the Board office, summarized in a descriptive booklet distributed to employees, and includes:

1. Coverage for dependants to age 25 as limited by the policy.

2. Three hundred sixty-five (365) day coverage.

3. Renewable maximum major medical coverage after limit

\$1,000,000 is reached.

4. 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.

a. This coverage shall be at the usual and customary rate schedule. The above coverage may include mandatory cost-saving features as:

- (1) Second surgical opinion requirements;
- (2) Same day surgery requirements; and
- (3) Error-free billing programs.

C. The Board will offer alternative HMO coverage with \$10.00 co-pay for primary doctor, and \$15.00 for specialist referrals.

D. The Board shall provide dental insurance coverage for employees and their dependants in accordance with the dental insurance program currently in effect, with the following changes:

1. The deductible will be modified to \$25 per person, \$50 per family.
2. The cap will increase to \$1,500 effective with the 1995-96 school year.

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

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

G. The Board shall provide each employee with a description

of the health care coverage provided under this Article.

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.

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 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, except as set forth in Article XI.F.

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 may desire to make.

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 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. During the term of this Agreement, if there is a reduction in force or termination or services due to privatization or subcontracting, the affected employees shall be entitled to six (6) months' salary and one year health benefits as severance. It is understood that this paragraph shall not survive the expiration of this Agreement except through negotiations for a successor contract.

ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1995 and shall continue in full force and effect until June 30, 1998. 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 11<sup>th</sup> day of July, 1996.

NEW PROVIDENCE EDUCATION  
ASSOCIATION

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY: Suzanne B. Piotrowski  
President

BY: Ira Krauss  
IRA KRAUSS, President

BY: Jolana Mendel  
Secretary

BY: John E. Toffe  
JOHN E. TOFFE, Secretary

BY: Joyce A. Kenny  
Joyce A. Kenny, Negotiator

Linda S. Zander

BY: \_\_\_\_\_  
Patricia Saxon, Negotiator

BY: Margaret Yendrick  
Margaret Yendrick, Negotiator

BY: \_\_\_\_\_  
Ann Gero, Negotiator

APPENDIX I

1995-96 SALARY GUIDE FOR SECRETARIES

<u>Step</u>	<u>Sec. I</u>		<u>Sec. II</u>			
	<u>8/12</u>	<u>7.5/12</u>	<u>8/12</u>	<u>7.5/12</u>	<u>7.5/10</u>	<u>7.5/10.5</u>
1	28,692	26,901	26,286	24,635	19,867	20,900
2	29,404	27,569	26,938	25,246	20,360	21,419
3	30,133	28,253	27,606	25,873	20,865	21,950
4	30,881	28,954	28,291	26,515	21,383	22,495
5	31,647	29,673	28,993	27,173	21,913	23,053
6	32,433	30,409	29,713	27,847	22,457	23,983
7	33,237	31,163	30,450	28,538	23,014	24,211
8	34,062	31,936	31,626	29,246	23,585	24,812
9	34,907	32,729	31,980	29,972	24,171	25,428
10	35,773	33,541	32,773	30,715	25,065	26,059
11	36,661	34,374	33,586	31,478	25,385	26,705
12	37,571	34,770	34,420	31,841	26,015	27,368
13	38,503	35,085	35,274	32,205	26,062	28,047
14	39,458	36,040	36,149	33,004	29,152	28,743
15	40,437	37,898	37,046	33,823	29,421	29,456
16	41,441	38,641	37,965	35,555	29,600	30,187



APPENDIX II

1996-97 SALARY GUIDE FOR SECRETARIES

<u>Step</u>	<u>Sec. I</u>		<u>Sec. II</u>			
	<u>8/12</u>	<u>7.5/12</u>	<u>8/12</u>	<u>7.5/12</u>	<u>7.5/10</u>	<u>7.5/10.5</u>
1	29,418	27,571	26,951	25,259	20,645	21,709
2	30,148	28,255	27,620	25,886	21,158	22,248
3	30,896	28,956	28,305	26,528	21,683	22,801
4	31,663	29,675	29,008	27,186	22,220	23,367
5	32,449	30,411	29,727	27,861	22,771	23,948
6	33,254	31,166	30,465	28,552	23,337	24,542
7	34,079	31,939	31,221	29,261	23,916	25,152
8	34,925	32,732	31,996	29,987	24,509	25,440
9	35,791	33,544	32,790	30,731	25,118	26,072
10	36,679	34,376	33,603	31,493	25,741	26,718
11	37,589	35,229	34,437	32,275	26,379	27,381
12	38,522	36,103	35,292	33,075	27,034	28,061
13	39,478	36,999	36,167	33,457	27,705	28,757
14	40,458	37,437	37,065	34,245	27,972	29,471
15	41,461	38,858	37,984	34,705	29,152	30,202
16	42,490	39,701	38,927	36,550	29,421	30,951

APPENDIX III

1997-98 SALARY GUIDE FOR SECRETARIES

<u>Step</u>	<u>Sec. I</u>		<u>Sec. II</u>			
	<u>8/12</u>	<u>7.5/12</u>	<u>8/12</u>	<u>7.5/12</u>	<u>7.5/10</u>	<u>7.5/10.5</u>
1	30,164	28,270	27,634	25,899	20,886	21,972
2	30,912	28,971	28,319	26,541	21,404	22,517
3	31,678	29,689	29,022	27,199	21,935	23,076
4	32,464	30,426	29,741	27,874	22,479	23,648
5	33,269	31,180	30,479	28,565	23,036	24,234
6	34,094	31,953	31,235	29,274	23,608	24,835
7	34,940	32,746	32,010	30,000	24,193	25,451
8	35,806	33,558	32,803	30,744	24,793	26,082
9	36,694	34,390	33,617	31,506	25,408	26,729
10	37,604	35,243	34,451	32,287	26,038	27,392
11	38,537	36,117	35,305	33,088	26,684	28,072
12	39,493	37,013	36,181	33,909	27,346	28,768
13	40,472	37,931	37,078	34,750	28,024	29,481
14	41,476	38,871	37,997	35,611	28,719	30,212
15	42,504	39,835	38,940	36,495	29,431	30,962
16	43,558	40,823	39,905	37,400	30,161	31,729