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Contract no. 599

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MAY 5 1991
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AGREEMENT BETWEEN THE

CONFIDENTIAL EMPLOYEES

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

(Confidential Employees)

THE COUNTY OF CAPE MAY, NEW JERSEY

Employer

FROM

JULY 1, 1990 THROUGH JUNE 30, 1993

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Upper Township Confidential Employees

ARTICLE I

RECOGNITION

- A. The Board recognizes the following positions for the purpose of collective negotiation concerning terms and conditions of employment for all personnel under contract as indicated herein:

Secretary to Superintendent
Asst. Board Secretary/Payroll
Secretary to Asst. Supt. for Curriculum
Secretary to Business Administrator
Bookkeeper/Budgetary
Bookkeeper/Payroll
Secretary/Receptionist

- B. Unless otherwise indicated the term "confidential employees" when used in this Agreement shall refer to all confidential twelve month employees in the negotiating unit above defined.
- C. The confidential employees recognize the Board as the elected representative of the people of the Upper Township School District and as the employer of the personnel of the Upper Township School District.

Upper Township Confidential Employees

ARTICLE II

SICK LEAVE

- A. As of the beginning of July each year, all confidential employees employed on a twelve (12) month contract shall be entitled to twelve (12) sick leave days each school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Sick leave shall be in accordance with statute.
- C. The superintendent may request medical certification of all illnesses. This practice will not normally be followed unless a confidential employee is absent three (3) or more consecutive days.
- D. Workman's compensation shall be provided in accordance with the dictates of New Jersey Statutes 18A:30-2.1.
- E. Confidential employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year. The accounting shall include the twelve (12) days for the current year.
- F. All confidential employees retiring from the pension system with twelve or more years of service in Upper Township shall receive the sum of 25% of their daily rate of pay times the number of accumulated unused sick leave days accrued during their employment in the Upper Township School District. Once a confidential employee notifies the Board of intention to retire, the amount due shall be budgeted for the next budget year and shall be paid in July of the new budget year.

Upper Township Confidential Employees

ARTICLE III

PERSONAL LEAVE

A. The provisions for personal leave at full pay stated below shall be for one (1) year.

1. Death in immediate family:

An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister or any member of the immediate family or household. Two (2) days per event will be granted for in-laws and one (1) day per event for any other relative.

2. Serious illness in the immediate family:

An allowance of up to five (5) days shall be granted for a medically serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law or any member of the immediate family or household.

3. Leave of a personal nature:

An allowance of up to three (3) days shall be granted upon written request for leave of a personal nature.

a. Any confidential employee who does not use personal leave days during a school year will receive one additional sick day to be added to his/her accumulated sick days for each personal day not used.

4. Leaves granted pursuant to Section A above shall be in addition to any sick leave to which the confidential employee is entitled.

Upper Township Confidential Employees

ARTICLE IV

PROFESSIONAL LEAVE

- A. All confidential employees shall be encouraged to participate in professional meetings, conferences, workshops, seminars, visits to other school systems and other activities that will enable them to grow and develop in their work and increase their effectiveness in the school district.
- B. If the superintendent grants professional leave under this Article, then necessary expenses shall be compensated.

ARTICLE V

CHILD-REARING LEAVE

- A. Child-rearing leave without pay shall be granted to a confidential employee with a child less than six months of age (or beyond six months if the mother is continuously sick from the birth of a child beyond six months from the birth) and such leave shall continue until the commencement of the second semester or the beginning of the next school year provided application is made in writing, at least sixty (60) days prior to the beginning of such leave.
- B. The confidential employee shall be reassigned to the position held at the time the leave was granted, if in the best interest of the district.
- C. Adoption - Any confidential employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.
- D. Nothing herein is intended to preclude bona fide sick leave utilization in accordance with 18A:30-1 et seq or after birth of a child, nor shall such confidential employee be precluded from returning to work because of such illness.

Upper Township Confidential Employees

ARTICLE VI

SALARIES

- A. Each confidential employee shall receive the following percentage increase on their annual salary:
1. 1990-91 - twelve (12) percent
 2. 1991-92 - eleven (11) percent
 3. 1992-93 - ten (10) percent
- B. Confidential employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments.
- C. When a payday falls on or during a school holiday, vacation, weekend or Monday, barring any unforeseen or uncontrollable problems, confidential employees shall receive their paychecks on the last previous working day.
- D. Each confidential employee may individually elect to have a percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited with ABCD. After deposit by the Board, there is no further fiduciary responsibility upon the Board.
- E. Any confidential employee required to attend board meetings in the capacity of Board Secretary shall receive payment at the rate of time and one half times their hourly rate.

Upper Township Confidential Employees

ARTICLE VII

VACATIONS AND HOLIDAYS

- A. Vacation schedules are as follows:
 - 1. Twenty (20) vacation days per year. Vacation days shall be prorated for confidential employees not working twelve months.
 - 2. Each confidential employee shall schedule his/her own vacation period(s) with his/her immediate supervisor.
- B. All confidential employees will work the school calendar plus those days that professional staff are conducting conferences.
- C. When school is not in session, work hours will be reduced by one hour.
- D. The following holidays will become floating holidays if not scheduled off in the school calendar:
 - 1. Veterans Day
 - 2. Columbus Day
 - 3. Martin Luther King's Birthday

Upper Township Confidential Employees

ARTICLE VIII

INSURANCE PROTECTION

A. Health Care Coverage

As of the beginning of each school year, the Board shall provide the health care insurance protection as designated below.

The board of education shall pay the full premium for each individual confidential employee and in cases where appropriate for family plan insurance coverage.

1. New Jersey State Health Benefits (one of the following)
 - a. Traditional Plan
 - b. P.P.O. Plan
 - c. H.M.O. Plan

2. Co-Pay Prescription - \$1.00 Co-Pay - effective July 1, 1980

Description of Coverage

The Board agrees to request the insurance carrier to provide a description of the health care insurance coverage provided under this agreement to each employee.

B. Dental Insurance

The Board will provide family coverage in the amounts indicated in the agreement signed between the board and the insurance carrier. See attachment.

Upper Township Education Association Negotiated Agreement

IMPROVED
DENTAL PLAN PROPOSAL
FOR THE EMPLOYEES
OF
UPPER TOWNSHIP BOARD OF EDUCATION

PLAN COVERAGE
(to plan allowance maximum)

CARE CATEGORY

| | | |
|-------|--|----------------------------|
| 100 % | Diagnostic | 00100-00199 00231-00999 |
| 100 % | X-Rays | 00200-00330 |
| 100 % | Preventive | 01000-01999 |
| 100 % | Restorative | 02000-02399 02900-02999 |
| 50 % | Restorative-Crowns | 02400-02899 |
| 100 % | Endodontics | 03000-03999 |
| 50 % | Periodontics | 04000-04999 |
| 50 % | Prosthetics Removable | 05000-05399 05700-05999 |
| 50 % | Prosthetics Adjustment | 05400-05699 |
| 50 % | Prosthetics Fixed | 06000-06999 |
| 70 % | Oral Surgery | 07000-07229 07243-07999 |
| 0 % | Bony Impactions | 07230-07242 |
| 50 % | Orthodontics-Subject to a lifetime maximum per individual of \$1,000 | 08000-08999 |
| 100 % | General Service | 09000-09999 |

Annual * Maximum Per Individual \$1,000

Annual * Deductible Amount Per Person N/A

Annual * Deductible Amount Per Family N/A

* As used herein, "Annual" means the contract year in which dental care services are performed.

Upper Township Confidential Employees

ARTICLE IX

MISCELLANEOUS PROVISIONS

- A. The Board agrees to reimburse any confidential employee for credits or for courses approved by the superintendent. All requests for such courses shall be submitted prior to enrollment to the superintendent for approval. The Board will reimburse each individual up to \$700.00 per year in 1990-91, \$750.00 per year in 1991-92 and \$750.00 per year in 1992-93. The said reimbursement to be made in the budget year following the budget year in which the voucher is presented to the Board. To be eligible for reimbursement, the grade received must be no lower than a "B" except in cases of a Pass/Fail option where a passing grade shall be required.
- B. The provisions herein apply to regular, confidential employees only. Absences of part-time or temporary confidential employees are dealt with at the discretion of the Superintendent or Business Administrator taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits, not to exceed those stipulated for regular, full-time employees, may be granted.
- C. Confidential employees shall not be expected to report when school is closed due to unexpected emergencies, i.e., snowstorms, no heat, etc.
- D. On days that school is dismissed early due to inclement weather or other scheduled or unscheduled activities, the decision to dismiss confidential employees at the same time teachers are dismissed will be left at the discretion of the superintendent.

Upper Township Confidential Employees

ARTICLE X

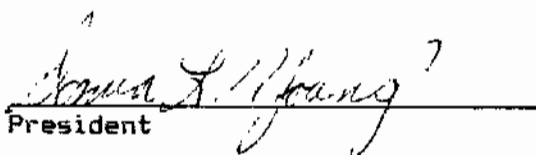
DURATION OF AGREEMENT

- A. This agreement shall be effective as of the date of signing and shall continue in effect through June 30, 1993 with the following exception:

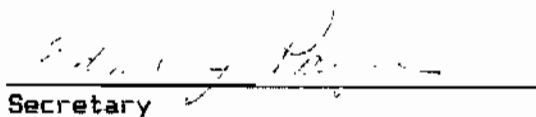
Salaries shall be retroactive.

- B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the board and the association, in writing, to continue this agreement in effect until such time as a successor agreement is signed.
- C. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

UPPER TWP. CONFIDENTIAL EMPLOYEES

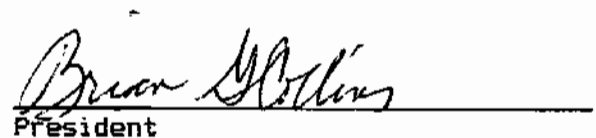


President

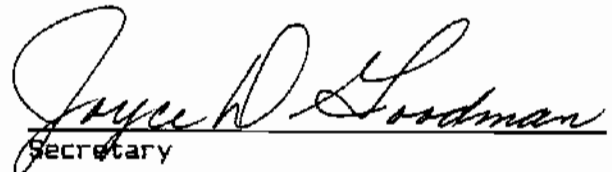


Secretary

UPPER TOWNSHIP BOARD OF EDUCATION



President



Secretary

Chairperson, Negotiations