

***E.S.A.P.T.H.***

***BOARD OF EDUCATION***

***OF***

***PARSIPPANY-TROY HILLS***

***AND***

***EDUCATIONAL SECRETARIES***

***ASSOCIATION OF***

***PARSIPPANY-TROY HILLS***

***AGREEMENT***

***2012-2015***

# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I	
RECOGNITION	
DEFINITIONS .....	1
ARTICLE II	
NEGOTIATION PROCEDURES .....	1
ARTICLE III	
GRIEVANCE PROCEDURE.....	2
ARTICLE IV	
SECRETARIAL HOURS.....	5
ARTICLE V— SECRETARIAL EMPLOYMENT .....	5
Earned Vacation Days	
ARTICLE VI	
POSTING OF VACANCIES.....	7
ARTICLE VII	
SECRETARIAL EVALUATION .....	7
ARTICLE VIII—SALARIES.....	8
Stipends .....	9
Guide Placement.....	9
ARTICLE IX	
LONGEVITY .....	11
ARTICLE X	
SICK LEAVE .....	11
ARTICLE XI	
TEMPORARY LEAVE OF ABSENCE .....	12
ARTICLE XII	
EXTENDED LEAVE OF ABSENCE.....	13
ARTICLE XIII	
SICK LEAVE PAY UPON RETIREMENT .....	13
ARTICLE XIV	
INSURANCE PROTECTION.....	15
ARTICLE XV	
EMPLOYMENT SENIORITY.....	17
ARTICLE XVI	
MISCELLANEOUS PROVISIONS.....	18
ARTICLE XVII	
DURATION OF AGREEMENT .....	19
APPENDIX I	
CERTIFICATION OF RETIREMENT .....	20

## **PREAMBLE**

This Agreement entered into this 13 day of June 2013 by and between the Board of Education of Parsippany-Troy Hills, the Township of Parsippany, New Jersey, hereinafter called the "Board" and the Educational Secretaries Association of Parsippany-Troy Hills, hereinafter called the "Association."

**WHEREAS** the parties have reached certain understandings which they desire to confirm in this Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I**

#### **A. RECOGNITION**

Pursuant to N. J. Employer-Employees Relations Act, N.J.S.A. 34:13A - 5.1 et seq, the Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Educational Secretaries Association of Parsippany-Troy Hills as the exclusive representative for collective negotiations concerning the terms and conditions of employment.

#### **B. DEFINITIONS**

1. The bargaining unit shall consist of all secretarial and clerical positions, full or part-time, hereinafter referred to as "secretaries," except those positions excluded by law. References to female employees shall include male employees in the bargaining unit.
2. The term "days" shall apply to school days except when specified as calendar days.
3. The term "year" shall be defined as the contract year (July 1 through June 30).

### **ARTICLE II**

#### **NEGOTIATION PROCEDURES**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N. J. Employer Employees Relation Act, N.J.S.A. 34:13A - 5.1 et seq in a good faith effort to reach agreement on matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin not later than October 1 of the school year preceding the school year in which this Agreement expires and at a time mutually agreeable to both parties. Any Agreement so negotiated shall apply to secretaries, be reduced to writing, and be subject to ratification by majority vote of the Board and the Association.

#### **NEGOTIATION PROCEDURES** - continued

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually

pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

- C. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiation.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURES

- A. Contractual violations and Policy and/or Administrative decisions concerning terms and conditions of employment alleged by an individual or the Association shall be subject to the following procedure:

- Level 1 - Immediate Supervisor
- Level 2 - Superintendent
- Level 3 - Board of Education
- Level 4 - Binding Arbitration

Policy and/or Administrative decisions not included above, affecting particular employees shall be subject to the following procedure:

- Level 1 - Immediate Supervisor
- Level 2 - Superintendent

- B. If a secretary does not file a grievance in writing with the principal or other designated Board representative within twenty (20) days after the occurrence, then the grievance shall be considered as waived.
- C. If a secretary believes there is a basis for a grievance, she shall first discuss the alleged grievance with her immediate supervisor either personally or accompanied by an Association representative.
- D. **Level 1.** If, after the informal discussion with her immediate supervisor the grievance still exists, the grievant may invoke the formal grievance procedure on the form provided, signed by the grievant and the Association representative. One copy of the grievance form shall be delivered to the immediate supervisor and one copy filed with the Association and should specify:
  1. The nature of the grievance.
  2. The nature and extent of the injury, loss or inconvenience.
  3. The results of previous discussions.
  4. Her dissatisfaction with decisions previously rendered.
  5. The remedy sought.
  6. The provisions of this Agreement involved in the grievance.

Within five (5) days of receipt of the grievance, the immediate supervisor shall indicate his disposition in writing to the grievant and the Association.

- E. **Level 2.** If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days, the grievance shall be transmitted to the Superintendent. Within fifteen (15) days of receipt of the grievance, the Superintendent shall indicate the disposition of the grievance, in writing, to the grievant and the Association. The Superintendent or the Association may request a hearing be held with the grievant prior to a decision being rendered.
- F. **Level 3.** If the grievant is not satisfied with the disposition, or no disposition has been made within fifteen (15) days, the grievance shall be transmitted to the Board of Education by filing with the Secretary of the Board. Disposition of the grievance shall be made within fifteen (15) days with copies to the grievant and the Association. The Board may, at its option, elect to hold a hearing on the grievance prior to rendering a decision.
- G. **Level 4.** If the Board and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this Agreement, it may, within ten (10) days after the decision of the Board, be appealed to binding arbitration. Such appeal shall be in writing and shall be delivered within the ten (10) day period, and if not so delivered, the grievance shall be abandoned.
- H. The following procedure shall be used to secure the services of an arbitrator:
  - 1. A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Either party may institute the request.
  - 2. The parties shall be bound by the rules and procedures of the Public Employees Relations Commission.

### **GRIEVANCE PROCEDURES** - continued

- 3. The arbitrator's decision shall be in writing and shall be binding on both parties.
- 4. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
- I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - 1. The termination of services of or failure to reemploy any non-tenure

secretary.

2. The placing of a non-tenure secretary on a third year of probation.
  3. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Tenure Act.
  4. Transfers and/or reassignments.
- J. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties.
- K. The costs of the services of the arbitrator including per diem expenses, if any, and the actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- L. It is understood by the parties that any grievant shall, during and notwithstanding the pendency of any grievance, continue to follow all assignments and applicable rules, regulations, policies, and directives of the Board of Education until such grievance and any effect thereof shall have been duly determined.
- M. Nothing contained herein shall preclude the Association from litigating through the courts or administrative agencies, matters not subject to the Grievance Procedure.
- N. The parties may, by mutual agreement, waive the time limits specified at any step.

#### **ARTICLE IV**

##### **SECRETARIAL HOURS**

- A. Full-time secretaries shall work seven (7) hours per day exclusive of the lunch period. Full-time secretaries shall work one hour less on Friday afternoons between July 1st and August 30th. Part-time secretaries shall work one half hour less on Fridays between July 1st and August 30th.
- B. Part-time secretaries will work less than seven (7) hours per day, or less than a scheduled thirty-five (35) hour week.
- C. All secretaries shall report two (2) hours later than their normal starting time in case of a two (2) hour delayed opening declared by the Superintendent or his/her designee.

- D. No secretary shall be required to work on days when schools are closed for inclement weather.
- E. In case of early dismissals, all secretaries (who work in school buildings) shall be dismissed one half (1/2) hour after the last bus/student leaves the building. Secretaries, not in school buildings, i.e., data center, central office, shall leave when the secretary in the last dismissed school leaves.

## ARTICLE V

### SECRETARIAL EMPLOYMENT

- A. Effective July 1998 all secretarial positions shall be 12 month positions except for secretaries employed on a 10 1/2 month basis who shall have the option of remaining employed on a 10 1/2 month basis in their current position (for the remainder of their employment in the district) or converting to a 12 month basis.
- B. The work year for secretaries employed on a ten and one half month basis shall be 206 days if employed prior to February 1, 1989, 216 days if employed after February 1, 1989. The principal and secretary shall establish a mutually agreeable work schedule for those days not specified in the school calendar. If a secretary and the principal cannot mutually agree to a work schedule, the work year shall commence no sooner than August 15 or the next succeeding work day. If the calendar does not allow for the 206/216 days, the additional days shall be worked at a time opted by the secretary.

Secretaries hired on a twelve month (12) month basis work the Administrative Calendar of 245 days.

### SECRETARIAL EMPLOYMENT - continued

- C. Secretaries shall be notified of their contract and salary status no later than the date specified in the New Jersey statutes and codes. Signed contracts shall be returned no later than thirty (30) days after the date on which they were issued.
- D. Any tenured secretary may terminate her employment with the Board of Education by presenting sixty (60) days notice in writing.
- E. Any non-tenured secretary's employment may be terminated by either party giving to the other thirty (30) days notice in writing.
- F. Part-time secretaries shall be compensated on a prorated basis of their proper step on the secretary salary guide.
- G. All secretaries employed on a 12 month basis with a hiring date after February 1, 1989 shall receive vacation in accordance with the following:

After one (1) year of service from date of employment - ten (10) days

After five (5) years of service from date of employment - fifteen (15) days

After ten (10) years of service from date of employment - twenty (20) days  
 After fifteen (15) years of service from date of employment - twenty-two (22) days

A secretary employed after July 1 of any school year shall be entitled to a pro rata portion of the two weeks vacation for one year's service. July 1 of each succeeding year of employment shall serve as the date upon which vacation entitlement shall be calculated.

**Pro rata schedule:**

<u>Date of Hire</u>	<u>Vacation Earned</u>	<u>Date of Hire</u>	<u>Vacation Earned</u>
August 1	9 days	January 1	4 days
September 1	8 days	February	3 days
October 1	7 days	March	2 days
November 1	6 days	April	1 day
December 1	5 days		

- H. If a secretary is rehired within one year of the date of her last employment in the district, she shall be placed on the step of the salary guide that she held prior to leaving the district's employment. If said individual's severance from the district is one year or longer, she shall be considered as a "new hire."
- I. For the initial year of employment to be credited for longevity and incremental movement on the salary guide, a secretary must have been employed by the school district by February 1.

**ARTICLE VI**

**POSTING OF VACANCIES**

- A. All vacancies, whether of a promotional nature or not, including change of hours, shall be posted in each building/office in accordance with the following procedure:
  - 1. Notices shall be posted for at least five (5) working days.
  - 2. Each notice shall include the position, classification, rate of pay, work hours, work year, location and qualifications.
  - 3. Employees who transfer to, or are assigned to, a new classification shall be entitled to a probationary period of thirty (30) calendar days.
  - 4. The Association shall receive a copy of each notice of vacancy, including those postings made during the months of July and August. Posting in 1993-94 as past practice.
  - 5. A non-tenure secretary whose employment has been terminated as the result of a reduction in force shall be automatically considered as an applicant for any position posted under the terms of this article.
- B. All postings in each building/office shall occur prior to, or simultaneously with, any other advertisement for the position except in cases of emergencies and/or extenuating circumstances.



## **ARTICLE VII**

### **SECRETARIAL EVALUATION**

- A. Non-tenured secretaries will be evaluated at least two (2) times during each year, and tenured secretaries will be evaluated at least once during each year by their supervisors. A written report shall be completed and signed by the supervisor and the secretary. A copy of the report shall be given to the secretary.

A secretary may submit her own evaluation on the back of the supervisor's evaluation form, if she does not agree with the supervisor's evaluation. Both evaluations are to be placed in the secretary's personnel file. A secretary may also confer with the Assistant Superintendent or Superintendent regarding the evaluation.

- B. Derogatory notations should only be a part of a secretary's file, if she is aware of them and has a chance to write her reactions. Exception to this would be references from other employers.

## **ARTICLE VIII**

### **SALARIES**

Salary guides for 2012-2013, 2013-2014, 2014-2015 as attached.

- A. Satisfactory service increments as indicated shall be granted each year if recommended by the Superintendent, and approved by the Board of Education.
- B. Secretaries may individually elect to have a given amount of their paychecks deposited in the Tri-County Federal Credit Union in their name which may be withdrawn at their discretion. This amount may be varied twice a year as allowed by Board procedure/policy.
- C. Paychecks shall be distributed twice a month in accordance with the annual schedule distributed by the Board.
- D. The salaries for ten and one-half (10 1/2) month secretaries shall be paid in twenty-one (21) equal semi-monthly installments starting August 31 of the contract year. Final checks for the work year shall be issued on the last working day in June upon completion of all professional obligations.
- E. The salaries for twelve (12) month salaried secretaries shall be paid in twenty-four (24) equal semi-monthly installments starting July 15 of the contract year. Final checks shall be issued on the last working day in June upon completion of all professional obligations.
- F. Salaries for ten and one-half (10 1/2) month secretaries shall be computed by taking their step on the appropriate guide for their classification, dividing by 223 to get a daily rate of pay and multiplying the figure by 206 days.

- G. After ten (10) consecutive days working in a position of higher classification, a secretary shall be entitled to pay at the salary rate of the higher position retroactive to the first day of the temporary assignment.
- H. All secretaries will work overtime when requested to do so and will receive the following rates of pay:
  - 1. All hours worked in excess of seven (7) hours in any day or thirty-five (35) hours in any week shall be paid at the rate of 1 1/2 times the regular hourly rate or 1 1/2 compensation time at the option of the secretary.
  - 2. All hours worked on Saturday or Sunday shall be paid at the rate of 1 1/2 times the regular hourly rate or 1 1/2 compensation time at the option of the secretary, except as provided in "4" below.
  - 3. All hours worked on a holiday (as defined in the secretarial calendar) shall be paid at the rate of two (2) times the regular hourly rate of pay.
  - 4. Part-time employees must satisfy the thirty-five (35) hour week requirement prior to receiving overtime pay for Saturdays or Sundays.
- I. If, due to a reduction in force, a secretary is assigned to a position in a lower-paid salary guide classification, the secretary shall continue to be placed at the higher salary guide classification and continue to receive the higher salary rate.
- J. Placement of newly employed secretaries on the secretarial salary guide shall be established at the time of hire based on the prior experience of the secretary and the relevance of that experience to the position for which the individual is being employed. Initial salary guide placement shall not exceed step three-four (3-4) on the newly renumbered salary guide.
- K. Stipends - The following stipends will be paid:

**SECRETARIAL GUIDE PLACEMENT BY TITLE**

**GUIDE A**

**GUIDE B**

**SECRETARIAL SALARY GUIDE**  
**SALARY GUIDE MOVEMENT CHART**

**2012-2013**

High School Head Secretaries	\$1,200
Adult School Head Secretary Data Center Head Secretary Head Bookkeeper Middle School Head Secretaries	\$950
Buildings and Ground Head Secretary Elementary Head Secretaries Transportation Head Secretary	\$700

**2013-2014**

<p>All Head Secretaries          Bookkeeper          Buildings &amp; Grounds          Data Center          PACE          Schools          Special Services          Business Office Secretary          Coordinating Supervisors'          Secretaries          Printing Technician          Purchasing Expeditor          Transportation</p>	<p>Bookkeepers          Bursar          Buildings &amp; Grounds Secretary          Career Resource Secretaries          Central Office Secretaries          Data Center Secretaries          Media Center Secretaries          PACE School Secretaries          Receptionist          Records Retention/Mailroom Clerk          School Secretary          Secondary School Secretaries          Supervisor's Secretary</p>
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2010/11 Step/YOE	2011/12	2012/13	2013/14	2014/15
1 & 2	1	1	1	1
3 & 4	2	2	2	2
5 & 6	3	3	3	3
7 & 8	4	4	4	4
9	5	5	5	5
10	6	6	6	6
11	7	7	7	7
12	8	8	8	8
13	9	9	9	9
14	10	10	10	10

2014-

2015

**ARTICLE IX**

Old Step	A 12 mo	B 12 mo	B 10.5 mo	New Step
1-4	\$40,820	\$39,820	\$38,320	1
5&6	\$41,320	\$40,320	\$38,820	2
7&8	\$41,820	\$40,820	\$39,320	3
9&10	\$42,315	\$41,315	\$39,815	4
11	\$43,240	\$42,240	\$40,740	5
12	\$44,555	\$43,555	\$42,055	6
13	\$46,135	\$45,135	\$43,635	7
14	\$47,925	\$46,925	\$45,425	8
15	\$49,915	\$48,915	\$47,415	9
16	\$52,155	\$51,155	\$48,950	10

Old Step	A 12 mo	B 12 mo	B 10.5 mo	New Step
1-5	\$42,185	\$41,185	\$39,685	1
6&7	\$42,685	\$41,685	\$40,185	2
8&9	\$43,185	\$42,185	\$40,685	3
10&11	\$43,690	\$42,690	\$41,190	4
12	\$44,610	\$43,610	\$42,110	5
13	\$45,835	\$44,835	\$43,335	6
14	\$47,345	\$46,345	\$44,845	7
15	\$49,065	\$48,065	\$46,565	8
16	\$50,985	\$49,985	\$48,485	9
17	\$53,155	\$52,155	\$49,825	10

## LONGEVITY

Old Step	A 12 mo	B 12 mo	B 10.5 mo	New Step
1-6	\$43,630	\$42,630	\$41,130	1
7&8	\$44,130	\$43,130	\$41,630	2
9&10	\$44,630	\$43,630	\$42,130	3
11&12	\$45,130	\$44,130	\$42,630	4
13	\$46,020	\$45,020	\$43,520	5
14	\$47,165	\$46,165	\$44,665	6
15	\$48,585	\$47,585	\$46,085	7
16	\$50,225	\$49,225	\$47,725	8
17	\$52,065	\$51,065	\$49,565	9
18	\$54,155	\$53,155	\$50,700	10

- A. After completion of nine (9) years of employment in the district a secretary shall receive an additional \$700 added to base pay.
- B. After completion of thirteen (13) years of employment in the district a secretary shall receive an additional \$1,000 added to base pay.
- C. After completion of eighteen (18) years of employment in the district a secretary shall receive an additional \$1,525 added to base pay.
- D. After completion of twenty-three (23) years of employment in the district a secretary shall receive an additional \$2,000 added to base pay.
- E. Part-time secretaries who qualify for longevity shall receive the additional amount divided by one half (1/2).
- F. Longevity shall be added to base pay for pension purposes.

## ARTICLE X SICK LEAVE

- A. Secretaries employed for ten and one-half (10 1/2) months shall be entitled to ten and one-half (10 1/2) sick leave days each school year. Secretaries employed for twelve (12) months shall be entitled to twelve (12) sick leave days each school year. New employees shall receive a prorated portion of the sick leave during their first year of employment based upon the total number of months of employment. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Secretaries may be granted up to thirty (30) days of non-accumulative additional sick leave, with pay, each year in cases of prolonged absence due to serious illness. Each case will be reviewed individually by the Superintendent for recommendation to the Board. The decision of the Board in each case shall be final and not subject to the Grievance Procedure.

## ARTICLE XI

### TEMPORARY LEAVE OF ABSENCE

- A. Secretaries shall be entitled to the following temporary, non-accumulative

leaves of absence with full pay each school year.

1. Up to three (3) days leave of absence for personal business only where the absence during school hours cannot be avoided without substantial hardship. Personal business shall be limited to legal, business, household or family matters. Application for personal business shall be made to the principal or immediate supervisor at least five (5) days in advance, except in cases of emergency. The secretary shall state the reason for the absence on the appropriate form. The statement of reasons shall be limited to the words “legal, business, household or family matters.” All requests for personal business shall be subject to review and final approval by the Superintendent or designee. Failure to comply with the procedures set forth in this article may result in the denial of the leave or loss of compensation, if the day(s) have been taken.
  2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon the recommendation of the supervisor and with the approval of the Superintendent of Schools.
  3. Time necessary for appearances in any legal proceeding connected with the secretary’s employment or with the school system.
  4. Up to six (6) days in any one school year for twelve (12) month secretaries, and up to four (4) days in any one school year for ten and one-half (10 1/2) month secretaries, in the event of death or serious illness in the family.
  5. A secretary may apply for additional time for either death or serious illness in the family in the event of extenuating circumstances. Such application shall be made, in writing, to the Superintendent for approval. Said approval shall not be unreasonably withheld.
  6. In the event of the death of a secretary, student or other employee of the school district, the Superintendent shall grant to an appropriate number of secretaries sufficient time off to attend the funeral.
- B. Other leaves of absences with pay may be granted by the Board at its discretion.

## ARTICLE XII

### **EXTENDED LEAVE OF ABSENCE**

- A. The Board agrees that up to two (2) secretaries on tenure, upon request and approval of the Superintendent, may be granted a leave of absence without pay for one year for the purpose of engaging in activities of the Association or its affiliates.

- B. A leave of absence without pay of up to two (2) years may be granted to any secretary on tenure, who joins the Peace Corps or VISTA.
- C. Military leave shall be granted by the Board in accordance with the statutes.
- D. Maternity and/or child care leaves shall be granted by the Board in accordance with the statutes. Adoption shall be covered by this provision.
- E. Other leaves of absence without pay may be granted by the Board for good reason.
- F. All benefits to which a secretary was entitled at the time the leave commenced, including unused accumulated sick leave, shall be restored upon the return from leave. The secretary shall be assigned to a position as determined by the Board at the time of return from leave in accordance with the provisions of Article XV of this Agreement.
- G. All extensions or renewals of leaves shall be applied for in writing and the disposition shall be in writing.

### **ARTICLE XIII**

#### **SICK LEAVE PAY UPON RETIREMENT**

- A. Any secretary having been employed by the Board for (10) ten or more years and retiring under the provisions of the Public Employees Retirement System shall be eligible for sick leave pay provided she submits written Certification of Retirement to the Superintendent on the appropriate form (Appendix A) at least three (3) months prior to the date on which the secretary intends to retire.

#### **SICK LEAVE PAY UPON RETIREMENT** - continued

- B. Approval of such retirement shall be made by the Board of Education at its regular public meeting and shall be binding upon the secretary with the Board of Education, save harmless to continue employment beyond the designated effective date of retirement. (Nothing in this provision shall prohibit the Board of Education from approving an earlier effective date of retirement upon request of the secretary providing it is in the school year following the school year in which certification of intent to retire is made as designated in "A" above).
- C. The sick leave pay for secretaries retiring with 10 to 14 service years shall be computed at the rate of one (1) day's pay for every four (4) days of

accumulated sick leave credited to the secretary at the time of written certification to the Superintendent of intent to retire. The sick leave pay for secretaries retiring with 15 or more service years shall be computed at the rate of one (1) day's pay for every three days of accumulated sick leave credited to the secretary at the time of written certification to the Superintendent of intent to retire.

- D. Computation of sick leave pay shall be based on the per diem rate of the annual salary being received at the time of retirement.
- E. If the secretary uses any of the accumulated sick leave designated in "C" above during the next to last and/or final school years of employment, her sick leave pay shall be prorated accordingly.
- F. The sick leave to which the secretary is entitled during the final school year of employment shall not be credited in computing the sick leave pay and shall be used first in charging sick leave during the final school year of employment.
- G. The sick leave pay benefit shall be paid either in equal monthly installments, by separate check, during the final school year of employment, or in a lump sum payment in the last month of employment at the option of the employee.
- H. This benefit is separate and distinct from base pay and shall not be included in computations for pension purposes.
- I. In the event of the death of an employee who has satisfied the eligibility provisions stated in this article, the employee's designated beneficiary or estate is entitled to receive the pay for unused sick leave.

#### **ARTICLE XIV**

#### **INSURANCE PROTECTION**

- A. The Board shall grant health care insurance protection as provided in the master contract(s) with the carrier(s).
- B. All employees receiving such coverage shall be required to contribute the legally mandated contribution established by statute (P.L. 2011 Ch. 78) towards the costs of coverage.

For each full-time secretary who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July 1 and ending June 30.

Secretaries on approved leaves of absence may continue coverage at their own expense for the duration of the leave, not to exceed a period of one



year.

Secretaries terminating employment may continue coverage in accordance with the terms of the Consolidated Budget Reconciliation Act (C.O.B.R.A.) of 1986.

- C. Part-time employees shall not be eligible for employer-paid health benefits unless such employees work at least sixty percent (60%) of the work hours required of full-time employees. In such cases, the employee shall receive “employee-only” coverage. All part-time employees employed as of January 1, 2012 who are receiving employer-paid health benefits shall be grandfathered under this provision. Any employee who is rified (RIF) to a part-time position would retain their health benefit status prior to the RIF. Any full-time secretary with five (5) or more years of service to the district who is transferred to a part-time position shall continue to receive full health care insurance protection.
- D. Effective January 1, 2013, all new hires shall be enrolled in the Board’s Direct Access Health Insurance Plan for a period not less than thirty-six months from the date of hire. At the conclusion of the thirty-six (36) month period, effected employees may elect to enroll in the Board’s PPO Health Insurance Plan (subject to all employee premium contributions required by law.
- E. Effective January 1, 2013, the Board shall offer employees the option of selecting one (1) of the four (4) health insurance plans set forth in Exhibit 2. Should the Board determine that a change in carrier(s) shall be effectuated, it shall consult with the Association prior to said change.

**INSURANCE PROTECTION** - continued

- F. Employees may elect to “buy up” to a different plan at their cost during the open enrollment period. The cost of “buying up” to a different plan type shall be in addition to the employee premium contributions required by law.
- G. Effective January 1, 2013, the PPO plan shall be revised as follows: :
  - (i) All \$10 co-pays shall be increased to \$20.
  - (ii) The network deductible for single coverage shall increase from \$200 to \$250.
  - (iii) The network deductible for family coverage shall increase from \$400 to \$500.
  - (iv) The prescription plan shall change from \$10/\$20/2x to \$15/\$25/2x.
  - (v) Employees electing to “opt-out” of coverage shall be eligible to receive 40% of the annual cost of the premium of the employee’s previous plan/coverage type.
    - 1. The “opt-out” payment shall be made in two payments. The first half will be provided on January 1<sup>st</sup>. The remaining

payment will be made on June 30<sup>th</sup>. The payment shall be prorated to the date of the “opt-out/opt-in.”

**Dental**

- ◆ Annual maximum dental benefit- \$2,500
- ◆ Orthodontal maximum dental benefit - \$2,000

H. On an annual basis a secretary who is eligible for dependent coverage may elect to waive dependent coverage and receive \$2,000 in lieu of that benefit coverage subject to the following conditions:

1. Employee must provide proof of insurance coverage under an alternate medical plan.
2. The waiver form must be submitted to the Personnel Department in accordance with the schedule provided. Each waiver will be effective for one year and must be renewed each year if a continued waiver is desired.
3. One half of the annual reimbursement shall be issued to participating employees on the first pay period of January for the July 1—December 31 period and the remaining one half shall be issued in the first pay period of June for the January 1—June 30 period.
4. Employees may re-enroll in the dependent plan during open enrollment periods or as the result of some other qualifying event\*. Employees who waive district coverage and subsequently wish to re-enroll must submit a completed application to the Business Office.

\* Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouses health plan; loss of coverage eligibility in spouse’s health plan due to a reduction in the spouse’s work hours, divorce or legal separation, death of the employee’s spouse; termination of the spouse’s plan coverage.

**ARTICLE XV**

**EMPLOYMENT SENIORITY**

A. The Board may reduce the working force because of lack of work. In the event a tenured secretary is laid off because of lack of work, the secretary shall exercise her total employment seniority to replace a less senior secretary regardless of classification, provided the more senior secretary is

qualified to perform the duties of the classification into which she will move. Final determination of a secretary's qualifications will be made by the Superintendent.

- B. Layoffs and transfers shall be made by the Board upon recommendation of the Superintendent.
- C. If a layoff is being considered, the Board shall notify the Association as soon as practical, but not less than sixty (60) days before the layoff is to take place.

## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any secretary benefit existing prior to its effective date.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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, entered into during the course of this Agreement, shall be subject to and consistent with the terms and conditions of this Agreement.
- D. Copies of this Agreement shall be printed at the shared cost of the parties prorated by the number of copies requested by each party.
- E. The Association shall be permitted to use school mail facilities and school mail boxes with the approval of the building principals or other members

of the administration.

- F. The Association shall be charged for all school materials and supplies that it uses and shall provide its own secretarial help.
- G. The Board hereby grants to the Association the right to an eighty-five percent (85%) representation fee in lieu of regular membership dues in accordance with Chapter 477, Public Laws of 1979.
- H. Secretaries may be granted released time and tuition reimbursement for courses or programs related to the enhancement of secretarial job skills with the advance approval of the Superintendent. Amount of release time and reimbursement will be decided by the Superintendent or his designee and the secretary shall be advised prior to the registration date for said course/program.

## **ARTICLE XVII**

### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective July 1, 2012 and shall continue in effect until June 30, 2015 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. In Witness Whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

## **APPENDIX I**

### **CERTIFICATION OF RETIREMENT**

- 1. I, \_\_\_\_\_, having been employed ten  
(10)  
(Name)  
or more years by the Parsippany-Troy Hills Board of Education, or retiring under the mandatory provisions of the Retirement Act, do hereby certify that I shall retire from service effective  
\_\_\_\_\_  
(Date).
- 2. According to the negotiated provisions of the Agreement between the Parsippany-Troy Hills Board of Education and the Educational Secretaries Association of Parsippany-Troy Hills, under Chapter 1123, Public Laws of 1974, I hereby apply for sick leave pay.

The sick leave benefit shall be paid in either equal monthly installments commencing one (1) month after approval of retirement by the Board of Education; or a lump sum payment in the last month of employment. The secretary may elect to defer payment for a maximum of two (2) years.

3. I further certify that as of the effective date of retirement designated in "1" above, the Parsippany-Troy Hills Board of Education is hereby save harmless from continuing my employment as a secretary.
4. In the event approval is granted for an earlier effective date of retirement, the equal, monthly installments shall continue until the total approved sick leave pay benefit has been paid.
5. I further agree that the sick leave pay granted shall be reduced accordingly by any amount of the accumulated sick leave used during the last year of employment.

*(Check one)*

***BOARD OF EDUCATION OF  
PARSIPPANY-TROY HILLS***

***EDUCATIONAL  
SECRETARIES ASSOCIATION  
OF PARSIPPANY-TROY HILLS***

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***Frances C. Orthwein  
President***

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***Carmella Foehner  
Co-President***

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***Date***

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***Vice-President***

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***H. Ronald Smith  
Interim Business Administrator/  
Board Secretary***

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***Jane Berger  
Secretary***

---

***Date***

---

***Date***

\_\_\_\_\_ Lump sum payment

\_\_\_\_\_ Equal monthly installments

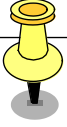
\_\_\_\_\_ Deferred lump sum payment

\_\_\_\_\_ Defer up to two (2) years

\_\_\_\_\_  
***Date of Submission***

\_\_\_\_\_  
***Secretary's Signature***

\_\_\_\_\_  
***Work Location***



*NOTES*



*Date Adopted: June 13, 2013*