

CONFIDENTIAL EMPLOYEES

DURATION OF AGREEMENT

This Agreement shall be in effect as of July 1, 2005 and shall continue in effect until June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representative(s) and their corporate seals to be placed hereon (if necessary), all on the date and year written.

KEANSBURG BOARD OF EDUCATION

William P. Manoes
President

Robert S. Finger
Board Secretary

Date

Date

Margaret Boyton, Secretary, Human Resources

Date

Carol DeBlasio, Secretary/Transportation

Date

Renee Falco, Personnel Secretary

Date

Lisa Giblin, Staff Accountant

Date

Janet Kirsten, Executive Secretary

Date

Deborah Martinez, Secretary/Payroll

Date

Emilia O'Hare, Secretary/Accounts Payable

Date

Ann Marie Palmiotto, Secretary Child Nutrition

Date

Dorothy Smith, Secretary, Human Resources

Date

NEGOTIATIONS OF SUCCESSOR AGREEMENT

Parties agree to enter into collective bargaining on or about December 1 in the year preceding the expiration of this contract,

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.

GRIEVANCE PROCEDURE

Definition:

Grievance shall mean an alleged violation or dispute concerning the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of the employment of the member.

Procedures:

1. Grievant shall submit his/her grievance, in writing, to the Superintendent of Schools within fifteen (15) calendar days of the occurrence of the complaint. Failure to act within said fifteen (15) days shall constitute abandonment of the grievance.
2. Within fifteen (15) calendar days from receipt of the grievance, the Superintendent will have the aforementioned fifteen (15) calendar days in which to hear the grievance at a mutually agreeable time and answer, in writing, unless a different time period is mutually agreed upon.
3. Should the Superintendent fail to act in accordance with the immediately preceding paragraph, or should the employee consider the determination by the Superintendent unsatisfactory, he/she may, within five (5) calendar days after receiving the determination or failure to make the determination, appeal the grievance to the Board of Education, in writing, including a written statement of dissatisfaction and copies of all previous writings.

The Board shall review the grievance with the employee present if he/she so requests. The Board shall render a decision, in writing, within thirty (30) calendar days following the receipt of the grievance.

EMPLOYEE RIGHTS

The confidential employee shall not be reprimanded without just cause. No tenured employee shall be discharged without just cause. The employee reserves all rights as applicable by law.

SICK LEAVE

All sick leave shall be, as in the past, twelve (12) days per contract year.

Payment for unused sick leave shall be made by the Board of Education to a confidential employee who has been employed by the Board of Education for a minimum of fifteen (15) years and who has filed retirement papers with their retirement system [includes vesting]. Payment shall be made pursuant to the following:

1. \$30 per day
2. 75% of all accumulated sick days
3. If the Board of Education adopts a Severance Package, the confidential employee will have the right to participate.
4. Official and definite notice of retirement must be given to the Superintendent at least eight (8) months in advance of retirement.
5. Such payment shall be made by July 15th.
6. Payment shall be made to the next of kin of the confidential employee should he/she die while in the employ of the District and meets the conditions of this section (Sick Leave).

SEVERANCE PACKAGE

1. In the year 2006-2007, should the confidential employee retire, he/she will receive \$1,000 for every year of service to the Keansburg School District, for a maximum of thirty (30) years, upon retirement.
2. In addition, the confidential employee will receive payment for unused sick leave at the rate of \$30 per day for all unused sick days.
3. The confidential employee must have a minimum of twenty (20) years of service to the district to be eligible.
4. Payment will be made in three (3) equal installments. Payout would begin on either on the first July 15th after the retirement or January 1st of the following year, as the secretary chooses. Or the Board, at the employee's request, makes the contribution to the TSA. This will save 15% payroll tax for the Board.

5. Payments shall be made to the next of kin of the employee should he/she die and has met the conditions stated above.
6. The confidential employee must retire effective June 30th and give definite, irrevocable notice to the Superintendent, no later than the preceding October 1st. Upon proof of need, exception to the severance package time frame may be requested of the Superintendent and the Board of Education, and granted, without precedent, at their discretion.
7. A confidential employee may make application through the Superintendent of Schools to remain employed through the end of the school year 2007-2008. Said employee must, however, deliver an irrevocable letter of retirement pursuant to the notice provisions of 6 above during the 2006-2007 school year. The Superintendent's recommendation to the Board of Education or denial of such request is discretionary on a case-by-case basis and not subject to the grievance procedure herein.

LEAVES OF ABSENCE

Temporary Leaves of Absence:

1. Death in the Immediate Household

Employee may be granted a leave of absence, without loss of pay, for death in the immediate household, for a period not exceeding seven (7) consecutive calendar days, beginning with the day after the death. This period may be altered due to extenuating circumstances, with the approval of the Superintendent. Immediate family would include wife, husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather and grandchildren.

2. Death in Other Than Immediate Household

- a. In the case of the death of a relative not mentioned in Part 1, the employee may be granted one (1) working day leave of absence, without the loss of pay, to attend the funeral.
- b. In the event of the death of a close personal friend, the employee may have a day's leave, at the Superintendent's discretion, to attend the funeral, without loss of pay.

3. Personal Leave

The employee shall be entitled to personal leave days of four (4) personal days each year. These days may be taken without reasons being given, upon 72 hours notice to the Superintendent, except in the case of an emergency and are not to be taken immediately before or after a holiday, except in cases of emergency. Proof of emergency is to be

furnished to the Superintendent upon request. Unused personal days that remain at the end of each year of this contract shall be added to the employee's sick leave accumulation unless such accumulation would increase the employee's sick bank by more than fifteen (15) days. Any days that exceed the fifteen (15) day limitation shall be held in a supplemental sick leave account for the employee. Should the employee exhaust all of his/her primary accumulated sick leave, said supplemental leave days would be available for use. Should the days in the supplemental account not be used for the purpose of sick leave pursuant to the foregoing, said days shall be added to the employee's accumulated sick leave for purposes of payment for unused sick leave as previously described.

4. Family Care Leave

Leave without pay for one (1) full year or for the remainder of the year in which Family Care Leave is requested for the purpose of caring for a sick member of the immediate family may be granted upon request. No work for compensation or other personal benefit may be engaged in by the employee during leave under this paragraph. Should the reason for the emergency leave end because of the death, recovery, or improvement in the health of the family member, the secretary shall be permitted to work for compensation if her request to terminate the Family Care Leave is rejected. All leaves shall be pursuant to Board of Education Policy 408A.

If the family member to be cared for is not sick, then such leave shall commence only on July 1, January 1 or upon the first day of work upon re-opening after Spring Holiday.

5. Leave of Absence Due to Ill Health, Injury or Other Grave Emergency

An employee may be granted a leave of absence for a maximum of one (1) year due to personal illness, accident or other grave emergency. Written application for such leave shall be made by the employee to the Superintendent of Schools, who shall make such investigation as may be deemed necessary to determine if the granting of such leave is in the best interest of the employee and the school district. The Superintendent shall make the recommendation to the Board of Education. Leave of absence granted under this section shall be without compensation.

INSURANCE PROTECTION

The Board of Education shall provide health, dental and vision insurance that is equal to or better than the current coverage. The plan will include Preadmission Certification, Continued Stay Review and Mandatory Second Opinion. The deductible shall remain \$200/\$400.

The Board will provide employee and dependents dental insurance as follows:

- 100% Preventative/Diagnostic
- 100% Inlays/Crowns
- 100% Periodontics/Oral Surgery

75% Prosthodontics
75% Orthodontics (\$2,000 max) (5 years) per person

Annual maximum payment of \$2,500 per person.

The Board will continue to provide Vision Care benefits to employee only.

The Board will pay confidential employees fifty (50%) of the unspent premiums when the employee switches from Family or Parent/Child medical or dental coverage to either single or no coverage. If any other combination change affects a monetary premium savings, such savings will also be split 50/50 between the Board and the employee. This program applies only when the employee is eligible for the more costly coverage and voluntarily waives such coverage and shall not apply to an employee whose marital or family situations have changed such that they become ineligible for the broader coverage. The employee must provide proof of coverage under another medical/dental plan. Confidential employees may retract their waiver and re-enter or broaden their insurance coverage only at periods of re-entry permitted by the insurance carrier. Payments under this program shall be made at the end of the school year.

To the extent permitted by N.J.S.A. 18A:16-19b (which currently states that a Board of Education cannot assume the entire cost of insurance premiums for employees who have retired unless those employees “have retired after 25 years or more of service with the local board of education”) and other applicable law, the Board will provide dental and vision coverage for the secretary as provided to active Board Secretaries, for a period of five (5) years from the date of the secretary’s retirement.

PROFESSIONAL DAYS

At the discretion of the Superintendent, confidential employees shall be granted professional days of absence, without the loss of pay.

SEPARATION FROM SERVICE

1. If the confidential employee dies before his/her contract is completed, payment for his/her vacation days shall be given to his/her estate.
2. If the confidential employee retires during the contract year, full payment for vacation days to which he/she is entitled shall be paid.

WORK YEAR/WORK DAY

The work year for confidential employees shall consist of two hundred forty (240) days.

From September 1st to June 30th the confidential employee workday shall continue to be from 8:00 a.m. to 4:00 p.m., with a 45 minute lunch period and one 15 minute and one 10 minute (non-cumulative) break in the a.m. or the p.m., for the remainder of this contract.

From July 1st to August 31st the confidential employee shall be on summer hours, which commence at 9:00 a.m. and conclude at 3:00 p.m., with lunch and breaks as above and these hours shall also be in effect whenever school is not in session.

The District practice of flex-time in the summer shall continue, with the following exception. Based upon documented emergent needs in an office, a building, or the District, flex-time may be suspended by the Superintendent. Such suspension shall not be grievable under the terms of this agreement.

PAID HOLIDAYS

Independence Day
Columbus Day
N.J.E.A. Convention (2)
Friday after Thanksgiving
New Years Day
Lincoln’s Birthday
Good Friday
Memorial Day

Labor Day
Veteran’s Day
Thanksgiving Day
Winter Vacation
M.L. King’s Birthday
Washington’s Birthday
Spring Holiday

VACATION - Confidential Secretary

From 6 months to 1 year	5 working days
From 1 year to 5 years	10 working days
From 6 years to 10 years	15 working days
From 11 years to 20 years	20 working days
From 21 years to 30 years	1 additional day for each year

Unused vacation days may be converted to sick days at the secretary’s request (maximum of five (5) yearly).

VACATION – Confidential Staff Accountant

Twenty (20) vacation days per year.

Unused vacation days may be converted to sick days at the staff accountant’s request (maximum of five (5) yearly).

USE OF AUTOMOBILE

If a confidential employee is required to use his/her car in the performance of his/her duties, he/she shall be reimbursed at the current per mile rate as set by the IRS.

MISCELLANEOUS

In no event shall the Confidential Secretary’s salaries, leaves, medical and/or other insurances and/or any other forms of compensation and benefits be less than that provided any secretary covered by the KTA agreement in the district.

The Confidential Staff Accountant’s leaves, medical and/or other insurances shall not be less than that provided the Confidential Secretaries.

SALARY

SECRETARY	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Boynton, Margaret	\$30,500	\$32,500	\$34,500
DeBlasio, Carol	\$42,762	\$44,762	\$46,762
Falco, Renee	\$37,234	\$39,234	\$41,234
Kirsten, Janet	\$53,873	\$55,873	\$57,873
Martinez, Deborah	\$42,000	\$44,000	\$46,000
O'Hare, Emilia	\$48,024	\$50,024	\$52,024
Palmiotto, Annmarie	\$31,000	\$33,000	\$35,000
Smith, Dorothy	\$41,652	\$43,652	\$45,652
STAFF ACCOUNTANT	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Giblin, Lisa	\$62,000	\$64,945	\$68,062

LONGEVITY

After fifteen (15) years of service
 To the Keansburg School District: + \$200

After twenty (20) years of service
 To the Keansburg School District + \$300 [for a total of \$500]

Longevity pay is not applicable to the Staff Accountant.