

4-2092

07-12

LIBRARY
Institute of Management and
Labor Relations

AUG 5 1980

RUTGERS UNIVERSITY

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

B E T W E E N

T H E B O A R D O F E D U C A T I O N

O F M I L L B U R N T O W N S H I P

I N T H E C O U N T Y O F E S S E X

A N D

M I L L B U R N A S S O C I A T I O N

O F

E D U C A T I O N A L S E C R E T A R I E S

July 1, 1980 - June 30, 1982

May 6 12 40 AM '80

PERC

I N D E X

	<u>Page</u>
Preamble	2
Recognition	3
Negotiation Procedure	4
Grievance Procedure	5
Employee Rights	9
Association Rights and Privileges	10
Employee-Administration Liaison	11
Job Posting	12
Transfers and Reassignment	13
Salary Guide	14
Health Benefits	15
Overtime	16
Dues Deduction From Pay Checks	17
Sick Leave	18
Personal Absence	19
Maternity Leave	20
Absence for Jury Duty	21
Vacations	22
Inclement Weather	23
Separability	24
Nondiscrimination	25
Term of Contract	26

MAY 6 12 40 AM '80

JPERC

P R E A M B L E

THIS AGREEMENT, made this 24th day of March, 1980, by and between the BOARD OF EDUCATION OF MILLBURN TOWNSHIP, in the COUNTY OF ESSEX, a body corporate (hereinafter referred to as the "BOARD") and the MILLBURN ASSOCIATION OF EDUCATIONAL SECRETARIES, a body corporate (hereinafter referred to as the "ASSOCIATION"), witnesseth;

WHEREAS, the Board and the Association desire and intend to negotiate in good faith the terms and conditions of employment existing between the Board and the representatives of the Association, as required by the Laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974; and

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement:

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto to all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows -

R E C O G N I T I O N

The Board hereby recognizes the Association during the lifetime of this Agreement, as the exclusive and sole representative for collective negotiation for all full-time, contractual employees who are or may become members of the Association who comprise the unit hereunder as follows:

Secretary to Principal - Secondary Schools
Secretary to Vice Principal - Secondary Schools
Secretary to Guidance Directors
Secretary to Director of I.M.C.
Head Bookkeeper
Payroll Secretary
Transportation Secretary
Secretaries to Elementary Principals
Secretary to Athletic Director
Switchboard Operator
Other 10-month Secretaries
Other 12-month Secretaries

The following employees are specifically excluded from representation:

Secretary to the Superintendent
Secretary to the Assistant Superintendent for Instruction
Secretary to the Assistant Superintendent for Business
Secretary of Personnel Office
Secretary in the office of the Assistant Superintendent for Business
All temporary, per diem, or part-time employees

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Such negotiations shall begin not later than October 1 of the calendar year next preceding the calendar year in which this Agreement expires.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. A copy of the proposed budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Negotiations for the 1980-81 and 1981-82 contract years may not be opened except by mutual agreement of the Board and the Association.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

G R I E V A N C E P R O C E D U R E

PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application, or violation of this Agreement between the Board and the Association, written administrative decisions or board of education policies.

DEFINITIONS

1. A "grievance" shall mean a complaint by an association member or members that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written administrative decisions or board of education policies.
2. An "aggrieved" employee is the association member or members making a complaint.
3. For purposes of this grievance procedure, the "immediate administrative supervisor" of the association members assigned to the senior and junior high schools shall be the administrator from whom the member receives the majority of her work and may be the principal, vice-principal, directors of athletics and guidance or other similar administrator; the "immediate administrative supervisor" of each association member assigned to an elementary school shall be the principal of that elementary school; the "immediate administrative supervisor" of association members assigned to the education center shall be the administrator from whom the member receives the majority of her work and may be one of the assistant superintendents, directors, secretary to the superintendent or other similar administrator.

PROCEDURES

Step I

An aggrieved employee shall present the grievance, orally, to the immediate administrative supervisor within ten (10) working days of the occurrence or knowledge of the event from which the grievance arises. The aggrieved employee shall identify to the immediate administrative supervisor that a grievance is being instituted. The immediate administrative supervisor shall, if possible, resolve the grievance informally to the satisfaction of the aggrieved employee within five (5) working days after initial discussion with the aggrieved employee.

Step II

If the grievance cannot be resolved informally in Step I to the satisfaction of the aggrieved employee within 5 working days, then the aggrieved employee may, within 5 working days thereafter, submit the grievance in writing to the immediate administrative supervisor. The writing shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied, and the desired remedy. The immediate administrative supervisor shall re-evaluate his decision in Step I, and submit an answer in writing, within 3 days after receipt of the written grievance. A copy of the written grievance and response shall be submitted by the immediate administrative supervisor to the assistant superintendent for business.

Step III

If the aggrieved employee is not satisfied with the answer received, or if an answer is not received in Step II, the grievance, in writing, accompanied by a signed letter indicating the desire of the aggrieved employee to move to Step III may be presented to the assistant superintendent for business within five (5) working days from the expiration of the time period provided in Step II. The assistant superintendent for business shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the aggrieved employee. The assistant superintendent for business shall give to the aggrieved employee a written answer to the grievance within five (5) working days after the date of such meeting.

Step IV

If the aggrieved employee is not satisfied with the written answer resulting from Step III, or if no answer is received, the aggrieved employee may within five (5) working days following the expiration of the time provided in Step III, submit a written request to the superintendent for a hearing of the grievance by the board of education at its next scheduled conference meeting following receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the superintendent. The superintendent shall schedule a meeting for the hearing of the grievance and shall advise the aggrieved employee of the time, date and place of the meeting not less than five (5) working days prior to the scheduled meeting date. The president of the board of education shall, within ten (10) working days following the hearing, submit an answer to the aggrieved person.

Step V

a. If the aggrieved person is not satisfied with the disposition of his grievance at Step IV, or if no decision has been rendered within the period specified in Step IV, the aggrieved employee may, within five (5) working days after a decision by the board of education, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person and shall, prior to submission of the grievance to arbitration, notify the board of education of such decision.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory.

d. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

GENERAL PRINCIPLES

1. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time provided for in the foregoing.
2. Any decision or answer to the grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and binding on all parties involved in the grievance.
3. Except at Step IV, all discussion and meetings shall, so far as is practicable, be conducted during the hours when both the education center and schools are open.
4. An aggrieved employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.
5. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
6. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process. However, stipulated times may at any step be extended by mutual agreement of the parties involved. Every effort will be made to expedite the resolution of grievances.
7. Nothing herein contained shall be construed as limiting the right of an aggrieved employee to discuss the matter informally with the immediate administrative supervisor.
8. The aggrieved person may withdraw a grievance during or after any step in the grievance procedure. In that case, any representative of the aggrieved person may not continue to process the grievance further.
9. No meetings or hearings under this grievance procedure shall be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representation as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to regard any grievance as confidential.

10. Decisions rendered at all levels of the grievance procedure, except Step I, shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.
11. 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.
12. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

EMPLOYEE RIGHTS

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates* for the purpose of engaging in collective negotiations.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any employee covered by this Agreement because of his membership in the Association or because of any lawful activities by such employee on behalf of the Association.

*Affiliates for this Agreement shall be confined to:

Essex County Education Association
New Jersey Education Association
National Education Association

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives and members of the Association may transact official Association business during non-working hours, on school days, between the end of the working day and 6 P.M., unless the building is otherwise open, in the education center or the senior high school. A request for the use of such facilities should be made to the office of the superintendent at least 48 hours prior to the requested use.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

EMPLOYEE - ADMINISTRATION LIAISON

The Association's representatives shall meet with the superintendent or his designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest, and the administration of this agreement.

JOB POSTING

The board of education will endeavor to give its permanent employees every opportunity and consideration to aspire to 10 or 12 month positions as may be created, or become vacated from time to time. Such positions shall be announced in the Superintendent's Bulletin. In the event the Superintendent's Bulletin is not published or is discontinued, such positions shall be posted in each school office and in the education center to afford all interested personnel an opportunity to apply.

The vacancy will not be permanently filled for a period of 5 working days after the date of publication; or in the event of posting, the notice of vacancy shall be posted for a period of 5 working days before the final date when applications must be submitted. A copy of the bulletin, or in the event of posting, a copy of said notice shall be sent to the president of the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the personnel office within the time limit specified in the notice.

A 10-month employee wishing to be notified of any vacancies occurring during July and August may indicate that desire by June 15, in writing, to the personnel office who will mail a notice of any such vacancies to the interested employee. The notice will state the final date when applications must be submitted which will be no less than 15 days from the date of mailing.

TRANSFER AND RE-ASSIGNMENT

1. An employee desiring a transfer to another assignment shall make such request in writing to the personnel office. The administrator in charge of the personnel function shall review the request and endeavor to adequately place the employee in another position, if possible.
2. Involuntary transfers shall be made only when and if the best interest of the school system is served in the judgment of the administration.
3. The administrator in charge of the personnel function shall discuss the transfer with the employee and immediate supervisor and shall make the final assignment in writing.

MILLBURN SECRETARIES
SALARY GUIDE 1980-81 and 1981-82

	Group II-12 Mo.		Group III-12 Mo.		Group III-10 Mo.	
	<u>1980-81</u>	<u>1981-82</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1980-81</u>	<u>1981-82</u>
1	9,490	10,470	8,440	9,346	7,091	7,851
2	9,740	10,720	8,690	9,596	7,301	8,061
3	9,990	10,970	8,940	9,846	7,510	8,270
4	10,290	11,270	9,200	10,106	7,728	8,488
5	10,590	11,570	9,470	10,376	7,955	8,715
6	10,890	11,870	9,760	10,666	8,200	8,960
7	11,240	12,220	10,060	10,966	8,452	9,212
8	11,590	12,570	10,350	11,256	8,695	9,455
9	11,950	12,930	10,690	11,596	8,981	9,741
10	12,350	13,330	11,060	11,966	9,292	10,052
11	12,750	13,730	11,430	12,336	9,603	10,363
12	13,150	14,130	11,820	12,726	9,930	10,690
13	13,550	14,530	12,245	13,151	10,287	11,047
14	13,970	14,950	12,715	13,621	10,682	11,442

All Secretaries to remain on 1979-80 Guide Step through 1981-82.

HEALTH BENEFITS - SECRETARIES

The board of education shall provide one hundred percent (100%) of the cost of the health benefits on a family plan basis in the following or similar health benefit plans:

1. Blue Cross
2. Blue Shield
3. Rider "J"
4. Major Medical

If lesser coverage is more appropriate because of the employee's family status, such coverage will be provided in lieu of the family plan basis.

Insurance benefits for employees on leave of absence without pay are to be applied consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers.

Nothing stated herein shall prevent the board of education from securing comparable coverage, at its expense or saving, from other insuring agencies or companies.

OVERTIME POLICY FOR SECRETARIAL PERSONNAL

1. Secretarial personnel are paid the regular contractual rate for a 35-hour work week from Monday through Friday. This period of time is considered to be the normal work week.
2. "Overtime Work" is defined as work performed in excess of the normal 35-hour work week.
3. No overtime work is to be undertaken without the prior approval of the school principal or the appropriate education center administrator.
4. Time worked over 35 hours but not more than 40 hours in a given work week, shall be paid at the regular contractual rate of pay.
5. Time worked over 40 hours in any given work week shall be paid at the rate of 1-1/2 times the regular contractual rate of pay.
6. Work performed on Sundays and on designated holidays when schools and offices are closed shall be paid at the rate of 1-1/2 times the regular contractual rate of pay.

DUES DEDUCTIONS FROM PAY CHECKS

Professional or organizational dues will be deducted from the regular pay checks for each employee who requests in writing, on the proper form for that purpose, that his/her dues be deducted. Such written requests for deductions starting in September are to be submitted to the personnel office by July 1. One-tenth of the annual total of dues will be deducted for each of the ten months, September-June. Late requests for dues deductions will be honored up to October 31. The collection of dues from enrollments after October 31 shall be the responsibility of the Association. Late requests for dues deduction that are too late for September checks will have two months deducted from the October check, or three months from the November check, or four months from the December check, depending on which becomes the first possible month for deduction of dues. An employee will be continued on dues deduction from year to year unless he/she requests in writing to the personnel office, prior to July 1, that he/she be dropped from payroll dues deduction.

In the event an employee leaves the employment of the board of education prior to the end of the fiscal year, dues payments will terminate as of the last month of employment.

SICK LEAVE - SECRETARIES

1. Absence with pay for personal illness will be allowed for up to 10 days per fiscal year for 10-month employees and 12 days per fiscal year for 12-month employees, accumulative from year to year.
2. An employee who is continuously absent under the provision of this sick leave policy for a period of 10 days or more must, if requested by the personnel administrator, provide a written statement from a properly licensed physician attesting to the duration of the illness.
3. In the event an employee exhausts all available sick leave, a salary deduction shall be made for all days not worked at the rate of 1/20th of the employee's monthly salary.
4. Extra sick leave will be granted on a case-by-case basis pending court decision voiding the provisions of Title 18A in this regard and permitting "blanket" authorization of sick leave extension, according to the following table in those special cases of an extended period of illness, where all accumulative sick leave has been used:
 - a. Five days for each year of experience in Millburn up through the twentieth year.
 - b. One hundred days for the first twenty years of experience in Millburn, plus ten days for each of the next ten years of experience.
 - c. Two hundred days for employees with thirty-one years or more of experience in Millburn.

The board of education may exceed these amounts depending upon the circumstances in a specific case.

The extra sick leave is non-cumulative. It will be granted only when an employee's regular sick leave has been exhausted, and is intended to recognize the years of service in Millburn.

5. As of September 30 of each year, each employee shall be notified in writing as to the number of sick days he or she has accumulated.

NOTE: A "Personal" illness is defined as an illness of the employee.

A "fiscal" year is defined as the period between July 1 and June 30.

PERSONAL ABSENCE - SECRETARIES

1. Absence up to 5 days per year for personal reasons will be allowed with pay provided the absence is approved in advance by the supervising administrator and the assistant superintendent for business.
2. In requesting approval for personal absences, employees must submit the prescribed form for that purpose. The disapproval of a personal absence request shall not be grievable.
3. Up to one day per year of the personal absence time may be for personal reasons which need be disclosed only to the immediate administrative supervisor and, subject to the approval of the immediate administrative supervisor, shall be accepted by the assistant superintendent for business as sufficient reason for approving the absence.
4. Personal absence time is non-cumulative.
5. One day per year of the personal absence time may be taken by each secretary on the day of that person's birth date. Should a person's birthday occur on a day when offices are closed or when that person is not otherwise required to be present, an alternate personal day may be mutually agreed upon by the employee and the supervising administrator.

MATERNITY LEAVE

It shall be the policy of the board of education to grant female employees a leave of absence without pay for reasons of maternity or adoption of an infant child according to the following provisions:

- a. That such a leave of absence shall expire on June 30 of the school year in which the request was made.
- b. That an extension of such a leave for a full school year be granted upon written request of the employee and approval of the board of education.
- c. That a maximum of two, full year extensions be granted.
- d. That the exact dates of the leave be arranged if possible between the employee and her immediate supervisor and that these dates be considered in the light of what is best for the school district.
- e. It shall be the responsibility of the employee to notify her immediate supervisor of her pregnancy or plans for adoption as soon as she is aware of it.
- f. The supervisor is to provide the employee with a copy of the policy and administrative procedures governing this type of leave following notification by the employee.

In the event of a miscarriage, still birth, or other unfortunate event, the employee shall have the right to return to work. If the employee on leave has been replaced by a person under contract, 60 days notice must be given to the board of education.

The board of education shall, at its expense, provide health plan benefits for employees on leave for reasons of maternity or adoption of an infant child consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

Nothing contained herein shall be construed as obliging the Board to grant leaves of absence or extensions of leaves of absence to non-tenured employees except as may be required by law.

The Board and the Association agree to modify the provisions of this article during the terms of this Agreement as may be required by judicial decisions of the United States or New Jersey Supreme Courts which relate to maternity leave.

ABSENCE FOR JURY DUTY - SECRETARIES

All employees are expected to recognize their primary obligation to students and the operation of the schools. In the event, however, an employee is obliged to serve as a juror, the board of education provides as follows:

1. Any employee who is required by law to serve on a jury in a court of record, upon presentation of court notification to the personnel office one working day after receipt and upon presentation of satisfactory proof of such service rendered, shall earn full pay for and during the time the employee is required to be in attendance in Court.
2. Any amount of salary or wages paid or payable to the employee shall be reduced by the amount of any jury pay.
3. If the time required to be in court in any one day does not extend beyond 12:00 o'clock noon, the employee is required to report for work for the remainder of the day.

SECRETARIAL VACATIONS

1. Each twelve-month secretary who has been continuously employed for less than five years shall receive one day of vacation for each month of continuous employment between July and June 30 of any fiscal year, provided that the total number of vacation days in any year shall not exceed ten.
2. Each twelve-month secretary who has been continuously employed for five or more years shall receive fifteen days vacation each year between July 1 and June 30.
3. Each twelve-month secretary who has been continuously employed by the Board for ten or more years shall receive twenty (20) days vacation each year between July 1 and June 30 of the year following that in which said vacation entitlement was earned.
4. Earned vacation time as outlined in No. 1, No. 2 and No. 3 shall be used by no later than June 30 of the year immediately following the year in which such vacation time was earned. Vacation days are not accumulative from year to year. Except for terminating employees, no financial reimbursement will be made for unused vacation days.
5. The selection of vacation time requires the prior approval of the immediate supervisor, subject to the requirements of the work load. In the event of conflicting requests which would not permit the normal continuation of the work function, employment seniority of the employee will be considered.
6. Forms for the selection and approval of vacations will be provided by the personnel office. All approved requests shall be returned to the personnel office by no later than May 31 of each year for the next year's vacation.

INCLEMENT WEATHER

1. When the superintendent closes schools due to inclement weather all offices will be closed and no secretary need report to work.
2. In the event the number of school closings due to inclement weather requires the Board to schedule extra days for instruction, secretaries will be required to comply with calendar changes without extra compensation.
3. When schools are open, if conditions make reporting to work impossible, the employee is to inform her immediate supervisor of this fact as soon as possible. Such absence may be charged against the employee's personal absence time subject to the principal's or supervisor's recommendations and the approval of the assistant superintendent for business.
4. Procedures for early dismissal of employees for reasons of inclement weather shall be the same as those above. The superintendent shall designate the time when secretaries may leave.

SEPARABILITY

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.

NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin or sex and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no such discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement.

T E R M O F C O N T R A C T

This Agreement shall become effective July 1, 1980 and shall continue in effect until and including June 30, 1982.

The parties may, by mutual accord, reopen this Agreement with respect to any or all the items contained herein.

Negotiations of a successor Agreement may be initiated by written notification to the other party prior to October 1, 1981.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 24th day of March, 1980 on their behalf.

The Board of Education
of the Township of Millburn

By: Lucretia P. Reich
Lucretia P. Reich, President

Ronald T. Brennan
Ronald T. Brennan, Secretary

The Millburn Association of
Educational Secretaries

By: Marian Finfer
Marian Finfer, President

Adele H. Colandrea
Adele H. Colandrea, Secretary