

AGREEMENT

BETWEEN

THE EGG HARBOR TOWNSHIP  
BOARD OF EDUCATION

AND

THE EGG HARBOR TOWNSHIP  
ASSOCIATION OF EDUCATIONAL SECRETARIES  
AND INSTUCTIONAL AIDES

COVERING THE PERIOD

JULY 1, 1994

to

JUNE 30, 1996

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## ARTICLE 1

### RECOGNITION

- A. The Egg Harbor Township Board of Education (hereafter called the "Board") hereby recognizes the Egg Harbor Township Association of Educational Secretaries and Instructional Aides (hereafter called the "Association") as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all regularly employed secretarial and clerical personnel, and instructional aids employed by the Board whether under contract or on leave, but excluding the confidential secretaries to the Superintendent, Board Secretary, and Assistant to the Board Secretary; as well as Inventory Control Clerk, the Supervisor of Accounting, and the two (2) confidential Bookkeepers to the Board Secretary. This recognition provision is in accordance with the Parties' Memorandum of Understanding dated October 26, 1988.
- B.
1. Unless otherwise indicated, the term "secretaries" when used hereafter in this Agreement shall refer to all secretarial employees represented by the Association in the negotiating unit as above defined.
  2. The term "instructional aids" shall refer to all instructional aides covered by this Agreement.
  3. The term "employees" shall refer to all personnel covered by this Agreement.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. The Association is to present to the Board in accordance with the rules of P.E.R.C. preceding expiration of this Agreement its proposal for a successor agreement in writing. These proposals shall constitute the total substance of all areas and/or items which should or could have been negotiated.
- B. In accordance with the rules of P.E.R.C., the Board agrees to negotiate with the Association over a successor agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- 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.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. Except as this Agreement shall hereinafter 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 or otherwise detract from any employee benefit existing prior to its effective date.
- G. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time the negotiated or executed this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, administrative decision or Board policy.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. 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. Both parties agree that these proceedings will be kept informal and confidential.

#### C. Procedure

##### 1. Time Limits

The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

##### 2. Level I-A - Principal or Immediate Superior

An employee with a grievance shall first discuss it with her principal or immediate superior directly, with the objective of resolving the matter informally, and the party shall state that this discussion constitutes Section C.2., Level I-A, of the Grievance Procedure.

##### 3. Level I-B

If the matter is not resolved to the grievant's satisfaction, she shall resubmit the grievance in written form to the principal or immediate superior in order that it is resubmitted within ten (10) working days of the occurrence creating the alleged grievance.

4. Level I-C

The immediate superior or the principal, whomever received the written grievance, shall respond in writing to the grievant within three (3) work days. In the event that the immediate superior is other than a building principal, and if the grievant's job placement is within the realm of a school setting, and if no satisfaction has been reached with the immediate superior, the grievant may then, no later than three (3) work days, process the written grievance to the building principal, who shall have five (5) work days to respond to the grievance.

5. Level II - Superintendent or Business Administrator

If the aggrieved person remains dissatisfied with the disposition of her grievance or if no decision has been rendered within five (5) working days after the presentation of the grievance at Level I-C, the employee may file the grievance in writing within five (5) working days to the Superintendent of Schools or Business Administrator where appropriate.

6. Level III - Board

If the problem is not settled within fourteen (14) working days after reaching the Superintendent of Schools or Business Administrator as appropriate, the grievant and/or the Association may submit the grievance to the Board within three (3) working days of the receipt of the decision at Level II or the expiration of the fourteen(14) day period and request a hearing before the Board or a committee of the Board, at the Board's option, and such request shall be granted, if made. Whether or not a hearing is requested and held, the Board will render a written decision within thirty (30) days of its receipt of the grievance.

Copies of such decision shall be transmitted to the aggrieved person, the Superintendent of Schools ( or designee) and the Business Administrator, and the Association's designated representative.

7. Level IV - Arbitration

Only grievances alleging misinterpretation, misapplication, or violation of the Agreement may be appealed beyond the level of the Board. In the event an aggrieved person remains dissatisfied with the determination of the Board on such grievance, the Association shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123,

Public Laws of 1974. Such request for binding arbitration shall be made no later than fifteen (15) working days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer time period within which to assess such a request. 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. Further, he may not alter, modify, add to or subtract from the terms of this Agreement or any policy of the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The cost of the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation

1. Employee and Association

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.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Association or any member of the bargaining unit against any party in interest, any representative, any member of the Association, or any other participant in the Grievance Procedure by reason of such participation.

E. Miscellaneous

1. Separate Grievance File

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.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.



## ARTICLE 4

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws, 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or lack of membership in the Association and its affiliates, his participation or lack of participation in any legal activities of the Association and its affiliates, collective negotiations with the Board, or his institution or lack of institution of any grievance, complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provide elsewhere.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable request from time to time with information and financial reports, within the public domain, and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school and/or office operations.
- C. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings. The Association shall file the appropriate "Use of Facilities Request" form with the Superintendent's Office at least twenty-four (24) hours in advance of the request.
- D. The Association shall have the right to use school facilities and equipment including typewriters, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association representative in each building shall secure permission from the administrator in charge if he/she is available in the building or otherwise such administrator shall be advised as soon as reasonably possible.
- E. The Association shall have the right to use the interschool mail facilities and school mailboxes as it deems necessary for the Association business.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall, to the degree permitted by law, be granted only to the Association as the exclusive representative of the employee.
- G. The Board shall permit one (1) Association representative to visit the schools, to investigate working conditions, employee complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. Said member and (alternate) shall be designated by the Association President and their identities shall be set forth in writing to the Superintendent or (designee). Such visitations shall be subject to administrative approval which should not be unreasonably withheld and shall be conducted outside of the members' working hours, except in an emergency circumstance. Members shall not enter any facility of the School District without notifying the Principal or his designee.

ARTICLE 6

WORK YEAR

- A. The work year for twelve month secretaries shall be July 1 to June 30.
- B. The work year for aides shall be one hundred and eighty-four (184) days including one "back to school" night meeting.

## ARTICLE 7

### DAILY WORK HOURS

#### A. Secretaries

Starting and quitting time for secretaries will depend upon the hours of the building worked in. However, the work day shall be no more than eight (8) hours including a one (1) hour duty-free lunch.

#### B. Aides

The workday for instructional aides shall be seven (7) hours, including a duty-free lunch period of the same length as the teacher to whom the aide is assigned. Starting and quitting time will depend upon the hours of the building worked in.

ARTICLE 8

WORK SCHEDULE

A. Vacation Schedule (12 month employee)

1. Vacation eligibility shall include two (2) weeks after one (1) years' employment and three (3) weeks after six (6) years of service, and four (4) weeks after twelve (12) years of service in the Egg Harbor Township School System (computed from date of initial employment in the District).
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor.

B. Holiday Schedule

The Holiday schedule shall include the School Calendar, Independence Day, Labor Day and days when schools are closed because of weather conditions. When other emergency conditions closes a school where a secretary, clerk or bookkeeper works, the administration shall release or transfer that employee.

ARTICLE 9

OVERTIME

A. Overtime

Defined as any time spent at regular duties or other assigned duties consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

1. Overtime will be assigned at the discretion of the immediate supervisor.
2. Overtime may be taken in compensatory time at the rate of time and one-half if requested by the employee, agreed to by the supervisor and is taken at a time mutually agreeable to the supervisor and the employee. If not so, overtime remuneration shall result in monetary pay at the rate of one and one-half (1-1/2) times the regular salary of the individual employee.

B. Substitute Calls

The annual stipend paid to the employee who is assigned to make calls to substitutes outside of his/her work day will be paid in monthly installments. The stipend for this function will be \$3746.00 for 1994-95, \$3952.00 for 1995-96.

C. EVENING SCHOOL SECRETARY

The evening school secretary will be paid in two separate checks.

ARTICLE 10

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Any twelve (12) month employee initially employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. For ten (10) month employees, increment credit for the subsequent year shall apply if the employee was initially employed prior to February 1 of the prior school year.

B. Termination of Employment

A terminated nontenured employee shall receive thirty (30) calendar days notice or thirty (30) calendar days' pay in lieu of notice, plus accumulated vacation except for instances of theft, drunkenness, fighting, drug influence, or moral turpitude which shall be subject to the grievance procedure.

C. Resignation

Any employee who is resigning from his position shall give the normal thirty (30) days' notice.

D. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 31 or upon completion of negotiations, whichever comes later.

- E. The Superintendent or ( designee) or Business Administrator shall deliver to the Association and post in all school buildings a list of known vacancies and/or new positions as soon as such vacancies/positions are known. Such postings shall be where all notices to employees are usually posted. Nothing herein precludes temporary interim appointments.

## ARTICLE 11

### REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause nor shall they be reprimanded, suspended or dismissed without just cause.
- B. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or (designee), Business Administrator, or their designees, reason for such reduction not later than fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formerly notified.
- C. Any reduction in rank or job classification, regardless of compensation, or the issuance of a reprimand, may be subject to the Grievance Procedure; however, in matters of suspension or dismissal of a tenured employee, the grievant may appeal only to the Commissioner of Education if dissatisfied with the response of the Board.



ARTICLE 12

EMPLOYEE EVALUATION

Frequency

All employees shall be evaluated by their immediate superiors at least one (1) time in each year to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction.

## ARTICLE 13

### SICK LEAVE

#### A. Accumulative

1. All twelve (12) month employees shall be entitled to twelve (12) sick days each year, accumulative. All ten (10) month employees shall be entitled to ten (10) sick days each year, accumulative.
2. Bargaining unit members newly employed after the beginning of any work year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the work year. Any portion of a month shall be considered as a full month.

#### B. Notification of Accumulation

The employee shall be given an accounting of accumulated sick leave days by August 1.

#### C. Retirement

Employees who retire from the system shall be paid a terminal payment which shall be computed by multiplying sixty percent (60%) the number of unused sick days accumulated to the employee's credit by the pay rate at Step One of the employee's salary guide in effect at the time of retirement. In order to qualify for the benefit the employee must have at the time of retirement at least fifty (50) unused sick leave days to his/her credit.

In addition, an employee intending to retire must notify the Board in writing no later than November 1st of the prior calendar year in order to receive payment on July 1st. When requested in writing, the payment will be made on January 2nd of the year following the effective retirement. If timely notice is not provided ( i.e, before November 1st) then payment shall be on July 1st of the calendar year following retirement.

## ARTICLE 14

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year.

##### 1. Personal

- a. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours.
- b. Any employee newly employed between November 1 and the last day in February shall be entitled to two (2) personal days in the first year of employment.
- c. Any employee newly employed between March 1 and June 30 shall be entitled to one (1) personal day in the first year of employment.
- d. Application to the Principal or the Board Secretary for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Any unused personal days (as of June 30) shall be converted to sick days and shall be added to the

individual's accumulated total of sick days.

##### 2. Death

Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period up to five (5) school days. The term "immediate family" shall include spouse, legal guardian, grandfather, grandmother, mother, mother-in-law, father, father-in-law, sister, brother, and child, step-parents and other members of the immediate household.

##### 3. Critical Illness in Family

Absence due to the critical illness of a member of the employee's immediate family shall be allowed with a full pay up to two (2) school days.

## ARTICLE 15

### EXTENDED LEAVE

#### A. Child Rearing Leave

1. Child rearing leave without pay shall be granted to an employee with a child less than six (6) months of age provided application in writing is made at least sixty (60) days prior to the beginning of such leave. Such leave shall expire at the end of the current school year. Employees may apply in writing for an extension of such leave, and the Board may, at its option, grant such extension.
2. Child rearing leave shall commence at the end of the period of disability for child birth or at such other time as is agreed upon by the Board and the employee.
3. Notice that an employee on leave intends to return to active duty must be given no later than April 1 of the prior school year.
4. An employee returning from child rearing leave may be restored to a position in the district equivalent to the position vacated at the commencement of said leave.
5. An employee returning from a child rearing leave shall be placed on the latest salary guide with employees of equal training and credited experience. No experience credit will be granted for the period of leave unless six (6) months or more have been worked, if a twelve (12) month employee, or five (5) months or more have been worked, if a ten (10) month employee, in the year in which the leave was granted. Time spent on unpaid leave will not be credited toward seniority.
6. An employee adopting an infant child up to two (2) years of age 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. All the above procedures shall apply where applicable.
7. The employee on leave may continue his/her insurance benefits, to the extent permitted by the terms and conditions of such insurance contracts and policies as shall be in effect between the Board and insurance providers, if he/she so chooses, and, in that event, will pay all premiums.

#### B. Other Leave

1. The Board may grant leave of absence without pay for one year for good cause shown.

ARTICLE 16

PROTECTION OF EMPLOYEES

- A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
- B. Such notification shall be immediately forwarded to the Superintendent or (designee).

ARTICLE 17

INSURANCE PROTECTION

A. Full Health-Care Coverage

The Board shall provide the health-care protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate, for family plan insurance coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contract agreed upon by the Board and the Association.
2. The health insurance carrier(s) shall be New Jersey Health Benefits Plan with Rider "J" for the basic hospitalization and medical-surgical coverage, and Prudential for the major-medical coverage.

B. Prescription Insurance

The Board shall pay the entire premium for a \$5.00 co-pay prescription plan.

C. Dental Insurance

The Board shall pay the full premium for each employee and eligible dependents.

ARTICLE 18

MILEAGE

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all driving done on school business at the rate per mile set by the Internal Revenue Service.



## ARTICLE 19

### REPRESENTATION FEE

A. Determination of fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

B. Deduction and Transmission of Fee

1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct the fee from the salaries of such employees, in accordance with Paragraph 2 below.

2. The Board will deduct the representation fee, in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck.

a. in November; or

b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

3. The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. On or about the last day of each month beginning with the month this Agreement

becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the proceeding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. Identification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision. This provision shall not apply to a claim brought by the Association through the grievance procedure (Article 3) that the Board has violated the provisions of this Article.

## ARTICLE 20

### MISCELLANEOUS PROVISIONS

A. The Board agrees to make regular payroll deductions and deposit the money deducted in an employee's account in the ABCO Federal Employees Credit Union, upon the employee's written authorization. Rules for application and changes will be developed by the Board Secretary.

B. Tuition Reimbursement

Employees shall be reimbursed the cost for courses taken that are work related and are requested in advance of the taking of such courses and receive the approval of the Superintendent of Schools or his designee.

ARTICLE 21

DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Egg Harbor Township  
Association of Educational  
Secretaries:

BY *Jean Dracoff*  
President

9/16/94  
-----  
Date of Signing

BY *Wendy Long*  
Secretary

9/16/94  
-----  
Date of Signing

Egg Harbor Township  
Board of Education:

BY *Arthur Wang*  
President

-----  
Date of Signing

BY *Ashley Chan*  
Secretary

9/27/94  
-----  
Date of Signing

SECRETARY SALARY SCHEDULES

STEP

	<u>1994-1995</u>	<u>1995-1996</u>
1	\$14,671	\$15,179
2	15,171	15,679
3	15,671	16,179
4	16,171	16,679
5	16,671	17,179
6	17,521	18,029
7	18,371	18,879
8	19,221	19,729
9	20,071	20,579
10	20,921	21,429
11	21,271	21,779
12		22,129

AIDES SALARY SCHEDULES

The "Grandfather" stipends that were paid above the maximum salary step of the aides guide in 1991-1992 shall continue to be paid until such employees retire or sever service with the District.

	<u>1994-1995</u>	<u>1995-1996</u>
Step		
1	\$10,501	\$10,939
2	10,701	11,139
3	10,901	11,339
4	11,101	11,539
5	11,301	11,739
6	11,501	11,939
7	11,701	12,139
8		12,339

Longevity

Longevity payments for secretaries and aides will be as follows:

<u>1994-95</u>	<u>1995-96</u>
Beginning 15th year of employment +\$785	Beginning 15th year of employment +\$785
Beginning 18th year of employment +\$393	Beginning 18th year of employment +\$393
Beginning 20th year of employment +\$393	Beginning 20th year of employment +\$393
Beginning 25th year of employment +\$473	Beginning 25th year of employment +\$473

\*For purposes of interpretation, employees who become eligible for a new or increased longevity step shall have such longevity pro-rated based on his/her anniversary date. Employees whose anniversary date occurs in the first fifteen (15) days of any calendar month shall have payment start retroactively to the start of the month, employees whose anniversary date occurs after the fifteenth day of any calendar month shall have such longevity pay commence at the start of the next subsequent month.