

**AGREEMENT**

**between the**

**MONROE TOWNSHIP ASSOCIATION OF  
EDUCATIONAL SECRETARIES**

**and the**

**MONROE TOWNSHIP BOARD OF EDUCATION**

**July 1, 2010-June 30, 2013**

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## **PREAMBLE**

Know all men by these presents, that pursuant to the provisions set forth in Title 34, Chapter 303, Laws of 1968, and P.L. 123, Laws of 1974 State of New Jersey, entitled, "New Jersey Employer-Employee Relations Act," the Monroe Township Board of Education, hereinafter called the "Board" and the Monroe Township Association of Educational Secretaries, hereinafter called the "Association" do hereby enter into this Agreement the 1<sup>st</sup> day of July, 2010.

Any use of a pronoun in this text is intended for general reference rather than any particular person or sex.

## ARTICLE I – RECOGNITION

1:1 The Monroe Township Board of Education hereby recognizes the Monroe Township Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract to the Monroe Township Board of Education as indicated herein:

1. Computer Operator/Accounts Payable
2. Computer Operator/Payroll
3. Computer Software Support Specialist/SASI Database Coordinator
4. Secretaries
5. Secretarial Clerks

But excluding confidential employees as indicated hereafter:

1. Secretary to Superintendent of Schools
2. Secretaries to the Assistant Superintendents of Schools
3. Secretary to the Board Secretary
4. Confidential Assistant to Board Secretary

## **ARTICLE II – NEGOTIATION OF SUCCESSOR AGREEMENT**

- 2:1 The parties agree to enter into collective negotiations over a successor agreement, Chapter 123, P.L. of New Jersey, 1974, to reach agreement on matters concerning the terms and conditions of employment.
- 2:2 Consistent with Chapter 123, P.L. of New Jersey, 1974, the Board shall not effect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- 2:3 Such negotiations shall begin according to the rules and regulations as set forth by PERC, and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.
- 2:4 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 of pay.
- 2:5 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 PROCEDURE

### 3:1 DEFINITION

**Grievance:** A “grievance” is any dispute between the parties concerning the meaning or application of the terms and conditions of employment of this Agreement or administrative decisions or Board policies.

### 3:2 PURPOSE

The purpose of the following grievance procedures will be to secure, at the most immediate possible administrative level, equitable solutions to the issues which may arise from time to time. Grievances shall be presented in writing in not less than duplicate, and shall be signed by the employee presenting the grievance. The Board and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 3:3 PROCEDURE

#### **Level One-** Principal or Immediate Supervisor (Informal)

Within 14 working days of the event giving rise to the grievance, an employee with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association’s designated representative, with the objective of resolving this matter informally.

#### **Level Two** - Principal or Immediate Supervisor (Formal)

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, s/he may formally express his/her grievance in writing within five (5) working days to the principal or immediate supervisor. If no decision has been rendered within five (5) working days after the presentation of the grievance in writing, the aggrieved person may proceed to Level Three. The grievance shall include the date of occurrence.

#### **Level Three** - Superintendent

In the event a satisfactory settlement is not reached as provided for in Level Two, an employee or his/her representative may within five (5) additional working days present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or his/her representative within five (5) working days after the date the grievance is received. The Superintendent’s written disposition shall be returned to the employee and/or his/her representative within five (5) working days after the date of the hearing.

#### **Level Four-** Board of Education

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, s/he may within five (5) additional working days submit the grievance to the Board of Education. The Board shall grant a hearing and render a written disposition to the employee or his/her representative within 30 work days of the presentation.

#### **Level Five** - Arbitration

A. Within 10 working days after the 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 are unable to obtain such a commitment within the specific period, a request for a list of arbitrators may be made to PERC. The parties then shall be bound by the rules and procedures of PERC.

B. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than 20 days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.

C. The Board reserves to itself the right to manage the school district on behalf of the public except for those rights contained herein.

D. The cost of arbitration shall be shared equally by both parties.

E. The Arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board, the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

### ***Group Grievance***

If in the judgment of the Association a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at this point as long as the immediate supervisor does not have authority to act on the grievance. A group grievance shall be filed within 14 work days, and the Superintendent shall have seven (7) work days within which to respond.

## ARTICLE IV – EMPLOYEE RIGHTS

- 4:1 No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- 4:2 Whenever any employee is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then s/he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her choice present.
- 4:3 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 4:4 In the event of any reduction in force, seniority shall be the criteria for determining such reduction. Recall shall be based upon the same seniority, i.e., last reduced first called back.
- a. Seniority is defined as an employee's full-time services within her/his job classification with the Monroe Township Board of Education beginning with her/his date of employment in that job classification.
  - b. Seniority accrues from the commencement of service in a particular job category to the time when it is applied in a reduction in force.
  - c. Whenever an employee is transferred to a higher job category, service after the transfer is credited toward seniority in all categories in which the employee previously served. Thus an employee's seniority in any job category begins to accrue on the day that service in that category begins and continues to accrue during all subsequent service.\* For example: An employee works as a Secretarial Clerk for 5 years and then is transferred to a Secretary and works for another 5 years in that position. The employee would have 10 years seniority as a Secretarial Clerk and 5 years seniority as a Secretary.
  - d. An employee who is rehired after a reduction in force shall not suffer the loss of accumulated seniority, and additional seniority shall accrue from the date of resumption of service.
  - e. A seniority list, by classification, shall be given to the Association president not later than September 30 of each year.

\* "Note-similar to the "tack-on" rule for teachers, NJAC 6:3-5.1(h).



## **ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES**

- 5:1 Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided it is not done during regularly scheduled working hours and provided that permission has been granted by the Superintendent or his designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.
- 5:2 The Association and its representatives may have the right to the use of school buildings at reasonable hours for meetings, provided it does not interfere with the daily educational programs and permission has been granted by the Superintendent or his/her designee. If permission is denied by the Superintendent or his/her designee\* such denial shall be in writing.
- 5:3 The Association shall have use of an Association designated bulletin board in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal and Superintendent for approval. If permission is denied by the superintendent or his/her designee, such denial shall be in writing.
- 5:4 The Association may use the school mailboxes and e-mail in accordance with the Board of Education "Acceptable Use Policy 2361".
- 5:5 The President of the Association shall enjoy freedom to leave his/her assigned building to visit other buildings at reasonable times when school is in session. This can only occur when s/he has no other assigned responsibilities and has notified his/her building Principal or Supervisor, and the building Principal or Supervisor of the building s/he is visiting.

**ARTICLE VI – EMPLOYEE/ADMINISTRATIVE LIAISON**

- 6:1 At the request of either party, the Association’s representatives shall meet with the Superintendent or his/her 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.

## ARTICLE VII – WORK YEAR AND WORK DAY

- 7:1 The work year of all 10-month employees shall be September 1 through June 30 of each year with a maximum of 200 days. Work days are Monday through Friday.
- The work year of all 12-month employees shall be July 1 through June 30 of each year with a maximum of 240 days. Work days are Monday through Friday. Employees will have the same holidays as teachers. Employees will have at least one day off each for July 4 and Labor Day.
- 7:2 Each employee shall have a normal work day of seven (7) hours and 30 minutes, excluding a duty-free lunch period of at least 30 minutes.
- 7:3 Summer work hours will be defined as from the first Monday subsequent to the closing of school to the opening of school for district staff as determined by the adopted school calendar.
- 7:4 After three (3) years and one (1) day of uninterrupted continuous service, each employee shall be appointed for an unfixed term as to provide the tenure protection available to such employee under the provisions of Chapter 137, P.L. of 1960 (18A:17-3 and 18A:17-4).
- 7:5 After seven (7) calendar days, the building administrator will submit a letter requesting that either:
- » The clerk performing secretarial duties be reimbursed for such duties at the secretary's regular rate of pay, prorated, retroactive to the eighth calendar day or
  - » That in the absence of a clerk, the request will be made for extra clerical help to assist the secretary.
  - » The letter shall be forwarded to the Superintendent, the Board President, the Association President and the employee involved.

## **ARTICLE VIII – OVERTIME**

- 8:1 Overtime shall be defined as work in excess of 40 hours per week. Overtime compensation shall be one and one-half (1-1/2) times the hourly rate.
- 8:2 When requested to work during the time school is closed for holidays and vacation periods, the employee shall be compensated additionally at straight time rate for the first 40 hours and time and one-half for all over 40 hours in any weekly period.
- 8:3 All overtime must be mutually agreed upon by both parties and have prior approval by the immediate supervisor and Superintendent of Schools.

## **ARTICLE IX – EDUCATIONAL IMPROVEMENT**

9:1 Any employee who takes a course or courses in the employee's field related to his/her position shall be reimbursed toward the tuition of such course or courses to a maximum of \$600 per employee for any given year.

An employee may be reimbursed up to \$600 of his/her yearly tuition reimbursement money to cover the costs of attending professional workshops, training sessions and meetings subject to prior approval of the Superintendent.

9:2 Sole approval for the tuition reimbursement must be secured from the Superintendent prior to the employee taking the course.

9:3 Courses or workshops not directly related to the secretarial area may be considered upon application to the Superintendent.

9:4 Maximum expenditure in any given year shall not exceed: \$6,000

9.5 When administration requires an employee to attend a workshop, mileage reimbursement will be at the rate identified by the NJ Department of Education. If no rate is identified by the NJ Department of Education, mileage reimbursement will be at the IRS rate.

## ARTICLE X – VACATION SCHEDULE

- 10:1 Upon completion of a full fiscal year, all 12-month employees shall receive:  
10 days vacation
- |                           |         |
|---------------------------|---------|
| Over 3 years to 5 years   | 12 days |
| Over 5 years to 10 years  | 15 days |
| Over 10 years to 15 years | 17 days |
| Over 15 years             | 20 days |
| 20 years and over         | 22 days |
- 10:2 Employees hired during the fiscal year shall have vacation days accrue and prorated according to the date of hire.
- 10:3 Vacation time shall be taken subject to the approval of the immediate supervisor and may be taken in half-day increments.
- 10:4 All vacation days must be used in the year earned.
- 10:5 A maximum of 10 vacation days may be carried over to the next year with the approval of the immediate supervisor.
- An agreement must be agreed upon between the employee and the immediate supervisor to use left over vacation days.

## **ARTICLE XI – POSTING PROCEDURES**

- 11:1 All notices of vacancies shall be posted as far in advance as possible, except in emergencies, at least 15 days before the date when applications must be submitted.

## **ARTICLE XII – EVALUATION**

12:1 All employees shall receive written evaluations of their job performance by their immediate supervisor and acknowledge same no less than twice a year.



## ARTICLE XIII – TEMPORARY LEAVES OF ABSENCE

### 13:1 ***Death in Family Allowance***

In the event of death in the immediate family, members shall be granted allowance with pay for attending the deathbed, funeral or make funeral arrangements as hereinafter stated.

- a. An allowance of five (5) days shall be granted in the case of death in any of the following:
  1. Employee's parents, spouse, children, brothers, sisters, parents of the employee's spouse and other persons residing as a member of the household of the employee.
  2. Legally adopted members of the family and step-relationships as outlined in a.1.
- b. An allowance of three (3) days shall be granted to attend the funeral of any of the following:
  1. Uncle, aunt, grandparents and grandchildren of the employee.
  2. Brother-in-law, sister-in-law, son-in-law and daughter-in-law of the employee.
- c. In the event of a district employee or student death in Monroe Township School District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

### 13:2 ***Personal Business***

Each full-time employee shall be allowed an absence of four (4) days each year with full pay for personal business at the discretion of the Superintendent of Schools. The employee need not state the reason for requesting a personal business day unless the day is contiguous to a vacation period.

These days may be taken in half-day increments. When possible, the employee must give at least three (3) days notice. Up to four (4) personal days per year if unused may be applied to accumulated sick leave.

### 13:3 ***Professional Business***

Each full-time employee shall be granted two (2) professional days per year at the discretion of the Superintendent.

### 13:4 ***In-Service Day***

Half of the staff will attend the first scheduled in-service day. The remaining staff will attend the second scheduled in-service day.

The in-service programs will be planned jointly between the Administration and the Association.

## ARTICLE XIV – EXTENDED LEAVE OF ABSENCE

14:1 ***Leave of Absence – Without Pay***

A one (1) year's leave of absence may be granted without pay upon the recommendation of the Superintendent and approval of the Board of Education. The employee may request an extension of one (1) year's leave of absence in writing. Said extension may be granted without pay upon the recommendation of the Superintendent and approval of the Board of Education.

If the employee desires to return prior to the time determined by either leaves of absence, s/he may be permitted to do so upon 60 days written notice of intent to return and recommendation of the Superintendent and approval of the Board of Education.

14:2 ***Leave of Absence – Professional Improvement***

When an employee is granted an extended leave of absence for the purpose of professional improvement in the area of employment, said employee shall be granted salary determination as if s/he had been in continuous employment in the district upon the recommendation of the Superintendent and approval of the Board of Education.

14:3 ***Leave of Absence – Maternity***

Nothing herein prevents utilization of sick leave by pregnant employees subject to federal and state laws. Employees may utilize the provisions of 14:1.

14:4 ***Leaves of Absence – Child Caring***

An employee anticipating birth of his/her child may apply for and will be granted an unpaid leave of absence subject to the following:

- a. The employee provides medical certification of the anticipated date of birth.
- b. The employee applies in writing for such leave no less than 60 days prior to the commencement of leave.
- c. The employee continues such leave until the beginning of the next academic year.
- d. Such employee may apply also for an additional one (1) year leave, and such leave shall be granted. Application for such extension must be made no later than April 1 of the prior school year.
- e. Child-caring leave shall not exceed a maximum of two (2) years.
- f. Entitled benefits at the time of commencement of child caring leave shall be frozen until return from such leave.
- g. Any employee may apply for and will be granted this leave in the case of adoption by the employee of a child five (5) years of age or younger under the same terms as specified herein.
- h. Any employee on such leave may apply for reinstatement during this leave and shall be reinstated provided that a suitable vacancy exists.

## ARTICLE XV – SICK LEAVE

15:1 All regular 10-month employees shall be allowed 10 days absence due to personal illness, two (2) of which may be used as family illness days, each year without deduction from pay. Any unused sick days shall be accumulated.

All regular 12-month employees shall be allowed 12 days absence due to personal illness, two (2) of which may be used as family illness days, each year without deduction from pay. Any unused sick days shall be accumulated.

15:2 All employees absent in excess of three (3) days may be required to provide a physician's certificate forwarded to Central Office. In cases of questionable recurring absences, a doctor's certificate may be required more frequently.

15:3 In the event of extended illness after exhaustion of entitled sick leave, the differential between regular pay and substitute pay may be granted at the sole discretion of the Board for such days on extended illness. Such determination shall be on a case-by-case basis.

15:4 Should absence due to illness exceed the sick leave granted, full salary deductions shall be made as follows:

*10-month employees* – 1/200 of annual salary for each day of absence

*12-month employees* – 1/240 of annual salary for each day of absence

15:5 ***Retirement/Sick Leave Benefit***

Upon retirement from this district, employees will be reimbursed for all unused sick leave. Payment shall be based on 30% of the per diem rate for Step 5 of the salary guide for their classification rate in their year of retirement.

## ARTICLE XVI – PAYROLL DEDUCTIONS

- 16:1 The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed written authorization for such deduction on the appropriate authorization form:
- a. A single unit dues deduction in the sum specified by the Association
  - b. Supplemental annuity deductions
  - c. Washington National Insurance Company or another designation of the Association.

## ARTICLE XVII – INSURANCE PROTECTION

- 17:1 The Board agrees to pay the full cost for family coverage for all full-time employees for PPO (Preferred Provider Organization) or POS (Point of Service) Coverage for Blue Cross, Blue Shield for the term of this contract. A summary of the benefits is attached as Schedule A.
- 17:2 The Board will pay full cost for a \$10.00/\$15.00/1 X co-pay prescription plan for employee and family. Oral contraceptives will be included effective July 1, 2006.
- 17:3 The Board will pay the full family dental premium for 2006-2010. Such premium costs will be capped at the premium in effect at the end of the contract. The maximum annual benefit will be \$1,500 per insured effective July 1, 2006.
- 17:4 Commencing July 1, 1988, the Board will obtain catastrophic benefits coverage for employees and their dependents at the employee's expense.
- 17:5 The employees will receive any and all increases in benefits that the other negotiating units receive.
- 17:6 Opt-Out Insurance Program  
The Board will provide cash payments to those employees who wish to waive or "opt out" of board provided insurance coverages.
- a. For those employees who choose to waive coverage, the board of Education will pay the following amounts: **35%** of the premium of the employee's elected plan.
  - b. Payments for waiver of both coverages will be made in two (2) annual installments. The first payment will be made in December of the school year in which coverage is waived, and the second payment will be made in June of the school year in which coverage is waived.
  - c. Proof of coverage must be provided in order to receive any of the payments. Waiver of coverage can be made during both open enrollment periods, and such payment for waiver will be pro-rated regarding the time of coverage.
  - d. Such waiver is irrevocable for the plan year (July 1 through and including the following June 30), unless the employee meets one or more of the criteria of a "Family Status Change," which includes, but is not limited to:
    - Marriage, divorce, or legal separation
    - Death of a spouse or dependent
    - Birth or adoption of a dependent
    - Termination or commencement of participant's or spouse's employment
    - Participant or spouse taking an unpaid leave or absence lasting more than thirty (30) calendar days
    - Participant or spouse having a significant change in health coverage due to spouse's employment
    - Ineligibility of a dependent
    - Bankruptcy court order

- e. Employees may elect to opt out of either or all health benefits, prescription, or dental coverage.
- f. A Section 125 plan will be established for the benefit of Monroe Township Board of Education employees.

**ARTICLE XVIII – SALARIES**

18:1 2010-2011 No step movement but each step will be raised by 1.5%  
 2011-2012 2.5%  
 2012-2013 2.5%

**2010-2011**

Step	10-month Sec/Clerk	12-month Sec/Clerk	12-month Secretaries	12-month Computer Ops	CSSS/SASI Database Coor	Off-guide 12-month Sec
1	27,449	32,939	34,039	34,903	40,831	-
2	28,302	33,963	35,075	35,949	43,515	-
3	28,939	34,727	35,865	36,757	43,515	-
4	29,352	35,224	36,378	37,283	43,515	-
5	30,834	37,003	38,156	39,062	49,932	-
6	30,834	37,003	38,156	39,062	49,932	-
7	32,430	38,918	40,071	40,978	51,914	-
8	32,430	38,918	40,071	40,978	51,914	-
9	35,494	42,593	43,748	44,653	55,647	-
10	35,494	42,593	43,748	44,653	55,647	-
11	39,189	47,029	48,182	49,088	59,265	52,558

**2011-2012**

Step	10-month Sec/Clerk	12-month Sec/Clerk	12-month Secretaries	12-month Computer Ops	CSSS/SASI Database Coor	Off-guide 12-month Sec
1	28,605	34,327	35,465	36,357	43,115	-
2	28,855	34,627	35,765	36,657	43,415	-
3	29,105	34,927	36,065	36,957	43,715	-
4	29,355	35,227	36,365	37,257	44,015	-
5	29,768	35,724	36,878	37,783	44,015	-
6	31,418	37,703	38,856	39,762	50,632	-
7	31,418	37,703	38,856	39,762	50,632	-
8	33,014	39,618	40,771	41,678	52,614	-
9	33,180	39,818	40,971	41,878	52,814	-
10	36,076	43,293	44,448	45,353	56,347	-
11	39,681	47,619	48,772	49,678	59,565	52,858

**2012-2013**

<b>Step</b>	<b>10-month Sec/Clerk</b>	<b>12-month Sec/Clerk</b>	<b>12-month Secretaries</b>	<b>12-month Computer Ops</b>	<b>CSSS/SASI Database Coor</b>	<b>Off-guide 12-month Sec</b>
1	28,772	34,527	35,665	36,557	43,315	-
2	29,022	34,827	35,965	36,857	43,615	-
3	29,272	35,127	36,265	37,157	43,915	-
4	29,521	35,427	36,565	37,457	44,215	-
5	29,771	35,727	36,865	37,757	44,515	-
6	30,185	36,224	37,378	38,283	44,515	-
7	32,084	38,503	39,656	40,562	51,432	-
8	32,084	38,503	39,656	40,562	51,432	-
9	34,264	41,118	42,271	43,178	52,465	-
10	35,019	42,024	43,177	44,083	53,465	-
11	40,435	48,524	49,677	50,583	59,965	53,258



**ARTICLE XIX – MISCELLANEOUS**

- 19:1 When schools are closed due to inclement weather, no employee shall be required to work.
- 19:2 When a “delayed opening” is declared, the secretarial staff will report to work in accordance to the delay.

## ARTICLE XX – AGENCY FEE

### A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

### B. AMOUNT OF FEE

#### 1. *Notification*

Prior to the beginning of each membership 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 that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

#### 2. *Legal Maximum*

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

### C. DEDUCTION AND TRANSMISSION OF FEE

#### 1. *Notification*

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees in accordance with MTAES, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

#### 2. *Payroll Deduction Schedule*

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 paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining

unit position and continued in the employment of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. ***Termination of Employment***

If an employee who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. ***Mechanics***

Except as otherwise provided in this Article, 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.

5. ***Changes***

The Association will notify the Board in writing of any changes in the list provided for in paragraph one above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. ***New Employees***

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 preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.


**ARTICLE XXI – DURATION OF AGREEMENT**

- 21:1 This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013.
- 21:2 This Agreement shall not be extended orally; and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement; and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.
- 21:3 In witness thereof, 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, and all on the day and year first written above.


MONROE TOWNSHIP ASSOCIATION  
OF EDUCATIONAL SECRETARIES

MONROE TOWNSHIP BOARD OF  
EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

**Schedule A - Summary of Benefits**

	Preferred Provider Organization (PPO)		Point of Service (POS)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (Total combined per year)		\$400 per indiv./two ded. Per family		\$300 per indiv./two ded. Per family
Hospital/Facility	None		None	
Professional	None		None	
Supplemental	\$300 per indiv./two ded. Per family		None	
Coinsurance				
Hospital/facility	100%	80%	100%	80%
Professional	100%	80%	100%	80%
Supplemental	80%	80%	100%	80%
<i>Out of per **** maximum</i>		\$3,000 per ind./\$6000 per fam.		\$1,000 per ind./2 per fam.
Hospital/Facility	N/A		None	
Professional	N/A		None	
Supplemental	N/A		None	
Maximums				
Benefit Period	Unlimited	\$1,000.00	Unlimited	Unlimited
Lifetime	Unlimited	\$1,000.00	Unlimited	Unlimited
	<b>HOSPITAL/FACILITY SERVICES</b>		<b>HOSPITAL/FACILITY SERVICES</b>	
<b>Inpatient Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Room & Board (Semi-private room)	100%	80% after deductible	100%	80% after deductible
Intensive Care & Other Hospital Services (therapy/diagnostic services, blood administration, general nursing, operating room, etc.)	100%	80% after deductible	100%	80% after deductible
Maternity Benefits	100%	80% after deductible	100%	80% after deductible
Maternity Benefits for dependents	100%	80% after deductible	Complications only	Complications only
Organ Transplants (Included ABMT)	100%	80% after deductible	100%	80% after deductible
<b>Outpatient Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Hospital Services (operating room, blood administration, general nursing, therapy/diagnostic services, etc.)	100%	80% after deductible	100%	80% after deductible
Pre-Admission Testing	100%	80% after deductible	100%	80% after deductible
Medical Emergency/Accidental Injury	100% after \$50 copay		100% after \$50 copay	

Surgical Center	100%	80% after deductible	100%	80% after deductible
Diagnostic X-ray & Lab.	100%	80% after deductible	100%	80% after deductible
Chemotherapy	100%	80% after deductible	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible 120 days per benefit period collosing and or more day prior hospital stay.	100%	80% after deductible 60 days per benefit period
Home Health Care	100%	80% after deductible 90 visits, up to \$4500 per benefit, direct admission	100%	80% after deductible 100 visits per benefit period
Hospice Care	100%	80% after deductible Subject to \$9000 maximum	100%	80% after deductible Subject to \$9000 maximum
		<b>Preferred Provider Organization (PPO)</b>		<b>Point of Services (POS)</b>
		<b>PHYSICIAN SERVICES</b>		<b>PHYSICIAN SERVICES</b>
<b>Inpatient Services</b>	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Medical Care (including consultations)	100%	80% after deductible	100%	80% after deductible
Surgical Services (including assistant surgeon and anesthesia)	100%	80% after deductible	100%	80% after deductible
Anesthesia	100%	80% after deductible	100%	80% after deductible
Obstetrical Services (i.e., normal delivery, cesarean section, abortion)	100%	80% after deductible	100%	80% after deductible
Diagnostic/Therapy Services	100%	80% after deductible	100%	80% after deductible
<b>Out patient/Out-of-Hospital Services</b>				
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Office Visits (including related diagnostic/therapy services) when medically necessary	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Physician Chargin-Non Surgical	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Second Opinion Charges	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Maternity Care	100% after \$20 copay	80% after deductible	100% after \$5 copay (initial visit only)	80% after deductible
Fertility Services	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
Diagnostic X-ray & Lab.	100%	80% after deductible	100%	80% after deductible

Well Child Care (up to age 20)	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	No coverage
\$300 maximum per child per calendar year				
Child Immunizations/Lead Testing	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% (no deductible)
Routine Adults Physicals	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	No coverage
	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Prostate Screening (NJ Mandate)				
Annual Routine Ob/Gyn Exam	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Pap & Mammography Mandates	100% after \$20 copay	80% (no deductible)	100% after \$5 copay	80% after deductible
Short Term Therapies: Physical Speech	100%	80% after deductible	100% after \$5 copay	80% after deductible
Occupational, Respiratory/Inhalation Therapy	60 visits for each therapy per benefit period		25 visits in a 60 day period maximum	
Chiropractic Care	100% after \$20 copay	80% after deductible	100% after \$5 copay	80% after deductible
	60 visits per benefit period		25 visits in a 60 day period maximum	
Vision-****	Not Covered	Not Covered	100% after \$5 copay	80% after deductible
Vision - Hardware	Not Covered	Not Covered	\$50 every 2 years	\$5 every 2 years

	Preferred Provider Organization (PPO)		Point of Services (POS)	
	SUPPLEMENTAL SERVICES		SUPPLEMENTAL SERVICES	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Ambulance ground and air	100%	80% after deductible	100%	80% after deductible
Private Duty Nursing	100%	not covered	100%	No benefit
	240 hours per benefit period subject to medical necessity, services of an RN or LPN are eligible out-of-hospital only.		30 visits per benefit period	
Durable Medical Equipment	100%	80% after deductible	100%	80% after deductible
			\$5000 benefit period maximum	

Blood Charges	100%	80% after deductible	100%	80% after deductible
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	MENTAL HEALTH/SUBSTANCE ABUSE*		MENTAL HEALTH/SUBSTANCE ABUSE*	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Inpatient Services	100%	80% after deductible	100%	80% after deductible
	45 days per benefit period		45 days per benefit period	
Outpatient Services	50% up to 48 visits per BP in eligible expenses, subject to deductible	50% up to 48 visits per BP in eligible expenses, subject to deductible	100% after \$5 copay 50 days benefit period 150 days per lifetime	80% after deductible 20 days per benefit period 60 days per lifetime
	ELIGIBILITY		ELIGIBILITY	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Children covered to end of calendar year in which they turn age:	23	23	23	23