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07-12

AGREEMENT

ADDENDA

Essex

Between:

THE BOARD OF EDUCATION OF THE TOWNSHIP
OF MILLBURN, NEW JERSEY

and

COMMUNICATION WORKERS OF AMERICA, AFL-CIO

July 1, 1974 - June 30, 1975

ARTICLE VIII - WAGES

- A. Effective July 1, 1974, the wages for the various job categories shall be set and paid in accordance with the following schedule.

SCHEDULE

Wage Scale

	Class B ⁽¹⁾	Class C ⁽²⁾	
		<u>12 mo.</u>	<u>10 mo. ⁽³⁾</u>
Start	8050	7100	5254
1	8250	7300	5402
2	8450	7500	5550
3	8750	7800	5772
4	8950	8000	5920
5	9150	8200	6068
6	9350	8400	6216
7	9550	8600	6364
8	9650	8700	

Note 1. Class B includes head custodians of all elementary schools and of the Education Center, the painters and maintenance men. Those employees in Class B whose 1973-74 salaries are above the 1974-75 guide shall receive an increase of \$600.00.

Note 2. Class C shall include all custodians, matrons and groundsmen not enumerated in Class B above.

Note 3. A ten month Class C custodian, matron or groundsman shall work 183 days during 1974-75. The above wage schedule provides pay in lieu of vacation for ten month employees. Ten month employees are not entitled to vacation time off under the provisions of Article IX, paragraph A hereof.

ARTICLE IX - HOLIDAYS AND VACATIONS

- A. Each employee who has been continuously employed for not less than six (6) months nor more than four (4) years shall receive one (1) day of fvacation for each month of continuous employment between July 1 and Juen 30, provided that the total number of vacation days shall not exceed ten (10); employees who have been continously employed for more than four (4) years shall receive paid vacttions in accordance with the schedule set forth below:

AFTER 5 YEARS - 15 DAYS

AFTER 10 YEARS -20 DAYS

ARTICLE XX - TERM OF CONTRACT

These ADDENDA shall amend the Agreement previously in effect for the period July 1, 1973 through June 30, 1975. The ADDENDA shall be in effect for the period July 1, 1974 through June 30, 1975 and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change(s) or termination shall notify the other party in writing of that fact prior to October 1 in the year prior to the proposed date of change or termination, and after notification, negotiations shall commence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF MILLBURN

By:

By:

Edward A. Schultz

Harry L. Edgcomb, President

James M. Thornton

Ronald T. Brennan, Secretary

Warren J. Gordon

BEUC
JUL 15 1 20 1975

A G R E E M E N T

between

THE BOARD OF EDUCATION
OF MILLBURN TOWNSHIP, IN THE COUNTY OF ESSEX

and

MILLBURN ASSOCIATION OF EDUCATIONAL SECRETARIES AND CLERKS

for the
CONTRACT YEAR

1974-75

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P R E A M B L E

THIS AGREEMENT, made this 8th day of July, 1974, 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 AND CLERKS, 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 303, Public Laws 1968; 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.

RECOGNITION

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 Clerk
Transportation Clerk
Secretaries to Elementary Principals
Secretary to Athletic Director
Switchboard Operator
Other 10-month Secretaries and Clerks
Other 12-month Secretaries and Clerks

The following employees are specifically excluded from representation:

Secretary to the Superintendent
Secretary to the Assistant Superintendent
Secretary to the Business Administrator
Secretary to the Director of Personnel
All temporary, probationary, per diem, or
part-time employees

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 303, Public Laws 1963. 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.

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.

GRIEVANCE PROCEDURE

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 procedures or Board of Education policies.

Definitions

1. A "grievance" shall mean a complaint by an Association member that there has been as to that employee a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written administrative procedures or Board of Education policies.
2. An "aggrieved" employee is the Association member 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 administration supervisor" of each Association member assigned to an elementary school shall be the principal of that elementary school; the "immediate administration 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 the assistant superintendent, business administrator, directors of curriculum, instructional media center, personnel or special services, secretary to the superintendent or other similar administrator.
4. The term "grievance" and the procedure relevant, thereto, shall not be deemed applicable to the dismissal of a non-tenure employee.

Procedures

Step I: An aggrieved employee shall present her grievance, orally, to her immediate administrative supervisor within ten (10) working days of the occurrence of the event from which the grievance arises. The aggrieved employee should identify to the immediate administration 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.

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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 shall be submitted by the immediate administrative supervisor to the business administrator.

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 business administrator within five (5) working days from the expiration of the time period provided in Step II. The business administrator shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the aggrieved employee. The business administrator 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-Staff Relations Committee of the Board of Education at its next scheduled conference meeting following the 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 Chairman of the Board-Staff Relations Committee, or such person as may be acting as Chairman, shall within ten (10) working days following the hearing submit an answer to the aggrieved employee. The decision of the Board-Staff Relations Committee of the Board of Education shall be final.

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.

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3. Except at Step IV, all discussions 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. An aggrieved employee shall be entitled to the assistance of reasonable representation in all Steps 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 her immediate administrative supervisor.
8. The aggrieved employee may withdraw a grievance during or after any Step in the grievance procedure. In the case of such a withdrawal, any representative of the aggrieved employee may not continue to process the grievance further.
9. All meetings and hearings under this grievance procedure shall not 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.

EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, 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.

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 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.

S A L A R Y G U I D E

<u>STEP</u>	<u>GROUP II</u>	<u>GROUP III</u>		<u>GROUP IV</u>	
	<u>12 mo.</u>	<u>12 mo.</u>	<u>10 mo.</u>	<u>12 mo.</u>	<u>10 mo.</u>
1	\$ 6790	\$ 6290	\$ 5158	\$ 5780	\$ 4740
2	7090	6540	5363	5980	4904
3	7390	6790	5568	6180	5068
4	7700	7050	5781	6390	5240
5	8010	7310	5994	6600	5412
6	8330	7580	6216	6820	5592
7	8650	7850	6437	7040	5773
8	8980	8130	6667	7270	5961
9	9310	8410	6896	7500	6150
10	9650	8700	7134	7740	6347
11	9990	8990	7372	7980	6544
12	10340	9290	7618	8230	6749

Note 1: Each employee is located at a specific step on the salary guide.

Note 2: Step placement on the salary guide for 1973-74 was primarily related to 1972-73 salary; it was not necessarily identical with years of service or experience. The increment for an employee for 1973-74 was generally a full step plus any adjustment necessary to place the employee on guide.

Note 3: Based on the number of days worked, a 10-month employee's salary will be 82% of the 12-month salary for the same step and group.

Note 4: In subsequent years an employee will move to the next step on the salary guide immediately above her placement on the guide for 1974-75.

Note 5: Initial placement on the salary guide for new employees shall be at the discretion of the Business Administrator, through the Personnel Office.

Note 6: Increases and guide increments are contingent upon an evaluation of services and are not automatic.

HEALTH BENEFITS - SECRETARIES AND CLERKS

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.

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 AND CLERICAL PERSONNEL

1. Secretarial and clerical 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 request 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 AND CLERKS

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. Employees commencing employment on other than July 1 shall earn sick days at the rate of one per month of employment between the start of employment and the following June 30.
3. 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 Director of Personnel, provide a written statement from a properly licensed physician attesting to the duration of the illness.
4. 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.
5. Extra sick leave will be granted according to the following table in those special cases of an extended period of illness, where all accumulative sick leave has been used:
 - a. After completing three full years of employment, 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.

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 AND CLERKS

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 administrator in charge of the personnel function.
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 administrator in charge of the personnel function 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 or Clerk 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.

ABSENCE FOR JURY DUTY - SECRETARIES AND CLERKS

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 AND CLERICAL VACATIONS

1. Each twelve-month secretary or clerk 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 or clerk 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 or Clerk 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. It is recognized that when conditions require, schools are closed for pupils due to inclement weather. The primary purpose of having members of the Association report to work is to provide secretarial service to and for their administrators in the elementary schools and the normal conduct of business in the secondary schools and the Education Center.
2. Employees covered by this agreement are expected to report to work as soon as possible on days when schools are closed for pupils as follows:
 - a. Secondary Schools and Education Center employees are expected to report to work.
 - b. Elementary School employees are expected to report to work when and if the School Principal or other supervising administrator in charge is expected to be present. It is understood that school administrators are expected to make every reasonable effort to report to work on days when schools are closed for pupils.
3. If conditions make reporting to work impossible, the employee is to report this condition to her administrator as soon as possible. Such absence may be charged against the employee's personal absence time.
4. If the weather is so inclement in the judgment of the Superintendent as to be hazardous to the health or well-being of the employees, he may close all offices and dismiss employees.

TERM OF CONTRACT

This Agreement shall become effective July 1, 1974, and shall continue in effect until and including June 30, 1975.

The parties may, by mutual accord reopen this Agreement with respect to any or all the items contained herein. Negotiation of a successor Agreement may be initiated by written notification to the other party prior to October 1, 1974.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed this 8th day
of July 1974 on their behalf.

The Board of Education of the
Township of Millburn

By: *Harry L. Edgcomb*
Harry L. Edgcomb, President

Ronald T. Brennan
Ronald T. Brennan, Secretary

The Millburn Association of Educational
Secretaries and Clerks

By: *Shirley J. Welsh*
President

Gabriele Forrest
Secretary