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1989-1991 AGREEMENT

BETWEEN THE

THE BRANCBURG EDUCATIONAL SECRETARIAL ASSOCIATION, INC.

AND

THE BOARD OF EDUCATION - BRANCBURG TOWNSHIP SCHOOL DISTRICT

Branchburg Township School District
Board of Education (Employer)

July 1, 1989 - June 30, 1991

1987-1989 AGREEMENT
BETWEEN
THE BRANCHBURG EDUCATIONAL SECRETARIAL ASSOCIATION, INC.
AND
THE BOARD OF EDUCATION OF THE TOWNSHIP OF BRANCHBURG

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PREAMBLE

This Agreement is entered into this 1st day of July, 1987, by and between the Board of Education of the Branchburg Township School District, County of Somerset, State of New Jersey, hereinafter called the "Board," and the Branchburg Educational Secretarial Association, hereinafter called "BESA."

ARTICLE 1

RECOGNITION

- A. The Board recognizes BESA as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following designated personnel under contract to the Board, except for those in the positions excluded under Paragraph B:

All ten (10) and twelve (12) month full and part time secretaries and clerks.

- B. Positions excluded from the bargaining unit are:

Secretaries to the Superintendent

- C. Unless otherwise indicated, the term "employee(s)", when used hereinafter in the Agreement, shall refer to all personnel represented by BESA in the negotiating unit as above defined.
- D. Unless otherwise indicated, reference to "Superintendent" when used hereinafter in the Agreement, shall encompass the meaning of "Superintendent or his/her designee."
- E. All gender references or titles of positions which indicate gender shall be construed to mean male or female.
- F. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement concerning the terms and conditions of employment for all employees for whom the BESA is authorized to negotiate.
- B. Any Agreement so negotiated shall be applicable to all personnel for whom BESA is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and BESA, and shall be adopted by the Board.

- C. Before the signing of any Agreement or the adoption of a ratifying resolution, the Board reserves the right to request from BESA written certification that the membership has duly ratified the Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions:

1. A "Grievance" is a complaint that there has been as to the grievant a violation, misinterpretation or misapplication of written Board policies or regulations involving terms and conditions of employment or of any provisions of the Agreement.
2. The term "grievant" shall mean an individual staff member or a group of staff members having a common grievance, or the BESA. However, the term "grievance" shall not apply to a complaint of a nontenure employee which arises by his not being reemployed.
3. Work days are those when administrative offices are open for business.

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 as informal and confidential as may be appropriate at any level of procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, 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 written agreement.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within thirty (30) calendar days from the date of its occurrence.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. BESA may process a grievance through all levels of the grievance procedure in accordance with this ARTICLE.
6. Level 1. Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) work days, (s)he shall set forth the grievance in writing to the principal or immediate supervisor with a copy to BESA specifying:

- a. the matter at issue or in dispute,
- b. arguments of the grievant, and
- c. the grievant's request for remedy.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with a reasoned decision within ten (10) work days of receipt of the written grievance.

Level 3. The employee, no later than seven (7) work days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent.

The appeal shall be made in writing to the Superintendent with a copy to BESA. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal.

The Superintendent shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible. The Superintendent shall resolve the matter and communicate his decision with reasons in

writing to the employee, the principal and BESA within a period not to exceed ten (10) work days.

Level 4. If the grievance is not resolved to the employee's satisfaction, (s)he, not later than seven (7) work days after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall review the grievance, and may hold a hearing with the employee. The Board shall render a decision with reasons within 20 calendar days following the meeting at which the grievance is reviewed. The Board shall make every effort to review the grievance at the first regularly scheduled meeting after the Board's receipt of grievance. The decision of the Board shall be final and binding.

"Regular scheduled meeting" is defined to mean the official Board meeting at which action can be taken on Board matters, and not "work sessions" or "committee of the whole" meetings.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by BESA.
2. When an employee is not represented by BESA in the processing of a grievance, BESA shall be notified that the grievance is in process at the time of submission of the grievance in writing. BESA shall have the right to be present and present its position at all sessions held concerning the grievance.
3. The board and BESA shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of BESA, a grievance originates above the level of principal, it may be submitted in writing by BESA directly to the Superintendent, and the processing of such grievance shall be commenced at Level 3.
2. 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.
3. Forms for filing grievances shall be prepared jointly by the Superintendent and BESA and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.

ARTICLE 4

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the Employer-Employee Relations Act, the Board and BESA agree that every member of BESA shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and support BESA and its affiliates for the purpose of engaging in collective negotiations or to refrain therefrom. The Board and BESA agree they shall not discriminate against any employee pursuant to N.J.S.A. 34:13A-5.3 and 5.4.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights or to relieve him/her from such obligations as he may have under New Jersey School Laws.
- C. No tenure employee shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth, unless an alternate statutory appeal procedure exists.

- D. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of the 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 meetings or interview and shall be entitled to have a person of his/her own choosing and a representative of BESA present to advise him/her and represent him/her during such meeting or interview.
- E. Any nontenured employee whose contract is not renewed by the Board will be given written reasons upon request. The request for written reasons shall be made within ten (10) calendar days of notification of non-renewal. The Board shall provide the reasons within twenty-one (21) calendar days of the request. The employee shall have the right to have an informal appearance before the Board pursuant to Department of Education rules and regulations pertaining to non-tenured teachers and may be represented at such appearance by a BESA and/or legal representative. A request for an informal appearance must be made within ten calendar days of receipt of the written reasons.

ARTICLE 5

BESA RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon request, any nonconfidential information in its possession which is a matter of public record and which is pertinent to negotiations.
- B. Whenever any employee participates during working hours in negotiations or grievance proceedings by mutual agreement of the Board and the Association, such employee shall suffer no loss in pay.
- C. The Association shall have the right to call meetings after school in each building while such building is open, without cost to the Association, provided such meetings do not conflict with other meetings previously scheduled and do not interfere with the operation of the school or school program. Reasonable advance notice will be given to the Principal to enable him to schedule the location of the meeting.

ARTICLE 6

WORK YEAR AND WORK HOURS

A. Ten Month:

The work year for all 10 month employees shall be 190 days between September 1 and June 30 and shall also include 8 days or their equivalent between July 1 and August 31. These 8 days shall be mutually scheduled by the employee and the supervisor.

B. Twelve Month:

The work year for all 12 months employees shall be July 1 through June 30.

ARTICLE 7

DAILY WORK HOURS

A. September 1 to June 30

1. For positions of thirty-seven and one-half (37-1/2) hours per week, the regular work day shall consist of seven and one-half (7-1/2) hours exclusive of a thirty (30) minute lunch hour.
2. For positions of less than thirty-seven and one-half (37-1/2) hours per week, the regular work day shall be defined by mutual agreement between the employee and the supervisor.

B. July 1 to August 31

As heretofore, the Board shall in its discretion determine summer work schedules each year. Secretaries shall work thirty-five hours per week in the summer, but shall receive pay for thirty-seven and one-half hours.

C. Breaks

Full time employees shall be entitled to two (2) fifteen (15) minute breaks; one (1) in the morning and one (1) in the afternoon to be scheduled by mutual agreement between the employee and her or his supervisor. Breaks shall be staggered so as to provide continuous office coverage. Employees working five hours or less per day shall be entitled to one (1) fifteen (15) minute break

per day to be scheduled by mutual agreement between the employee and the supervisor.

ARTICLE 8

VACATIONS AND HOLIDAYS

A. Vacations:

1. All 12 month employees are entitled to paid vacation days according to the following schedule:
 - a. one week after 6 months service
 - b. 2 weeks after 1 year of service
 - c. 3 weeks after 7 years of service
 - d. 4 weeks after 15 years of service
2. Scheduling of vacation must be approved by the immediate supervisor or his designee. Eligibility shall be computed as of date of hire.

B. Holidays:

Effective July 1, 1989, all 12 month employees shall receive 14 paid holidays.

Effective July 1, 1989, fulltime ten (10) month secretaries and clerks shall receive two (2) days "holiday" pay in addition to their regular salary, which shall be paid in the last paycheck of the fiscal year. Effective July 1, 1990, fulltime ten (10) month secretaries and clerks shall receive a total of five (5) days "holiday pay", to be paid in the last paycheck of the fiscal year. Employees starting after the beginning of the fiscal year or leaving before the end of the fiscal year shall receive a prorated payment.

ARTICLE 9

OVERTIME

- A. An employee shall be compensated for all hours authorized and worked in excess of forty (40) hours per week or eight (8) hours per day at the overtime rate of one and one-half (1-1/2) times the employee's regular hourly rate.

- B. The daily overtime eight (8) hour provision of this article shall not be in effect if, by mutual agreement, the parties extend the workday beyond eight (8) hours.
- C. Compensatory time off may be taken in lieu of overtime payment by prior mutual agreement between the employee and the supervisor. Compensatory time off must be taken as soon as reasonably practicable, after it is earned, and in any event shall be taken no later than sixty (60) days after it is earned, unless circumstances in the District make it impossible to release the employee without causing the District substantial hardship.

ARTICLE 10

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. All vacancies in unit positions shall be posted.
- B. Employees who desire a change in rank and/or assignment or who desire to transfer to another building may file a written statement of such desire at any time, with the Superintendent. Such statement shall include the rank, position, and the school or schools to which (s)he desires to be transferred, in order of preference.
- C. Opportunity will be given to any employee to apply for and receive fair consideration for any position which becomes vacant, provided the employee meets the qualifications which the District prescribes for the position.

ARTICLE 11

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his designee shall meet with him. The employee may, at his option, have a BESA representative present at such meeting.
- B. Written notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) working days prior to transfer or reassignment.

ARTICLE 12

EMPLOYEE EVALUATION

- A. Each employee shall have an opportunity to confer with his/her immediate supervisor for the purposes of identifying the employee's strengths and weaknesses, and discussing ways and means to improve overall performance. These conferences shall include written evaluation reports, and shall be scheduled by the supervisor at least once in every contract year.
- B. Evaluation reports shall be prepared on the following basis:
1. Tenure employees - one (1) evaluation not later than May 15.
 2. Non-tenure employees - two (2) evaluations within ten (10) months of the date upon which the employee began work, and two evaluations each year thereafter until tenure is attained.
 3. If an employee is evaluated as unsatisfactory, (s)he shall receive three (3) evaluations the following year.
- C. The evaluation and the response shall be forwarded to the Superintendent or his designee for review and shall be filed in the central personnel file.
- D. Personnel Records
1. An employee shall have the right, upon request, to review the contents of his personnel file, and shall be entitled to have a representative of BESA accompany him during such review. The school district shall also be entitled to have a representative present during the review. The employee shall have the right to indicate any documents which he thinks are obsolete or otherwise inappropriate to retain.

These documents shall be reviewed by the Superintendent or his designee and if, in his judgment, they are obsolete and otherwise inappropriate to retain, they will be destroyed. If they are retained, the employee shall be so notified in writing.
 2. No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless the employee has had an

opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material.

3. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
4. The Board agrees to protect the confidentiality of personal references and other similar documents.

ARTICLE 13

ABSENCE OF EMPLOYEES

A. Sick Leave

1. All persons, steadily employed by the Board on a twelve-month basis, are permitted sick leave with full pay for fifteen (15) days each year. All persons, steadily employed by the Board on a ten-month basis, are permitted sick leave with full pay for twelve (12) days each year. Unused sick days are accumulative. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate any time sick leave is taken.
2. First year employees shall be entitled to one (1) sick leave day for each full month worked.
3. As soon as practicable, employees shall be notified of their accumulated unused sick leave days as of September 30.
4. Where an employee can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, s(he) shall notify the Superintendent as soon as s(he) is aware of the pending condition. The employee shall specify in writing his best estimate of the dates of commencement and termination of the disability. At the time of notification, the employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best

estimate of the dates of commencement and termination of the disability.

5. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.
6. The employee who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the anticipated disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
7. The Board may require that an employee anticipating a disabling event be placed on sick leave if the employee's physical condition results in unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the employee's health. Such incapacity must be established by agreement of the Board's physician and the employee's physician that the employee cannot continue working. However, if there is a difference of medical opinion between the Board's physician, and employee's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the employee and his medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.
8. In exceptional cases and at the sole discretion of the Board of Education, an employee who is ill or disabled for a greater number of days than the total number of sick leave days that he has accumulated, may be paid the difference between his salary and the pay of a substitute. When granted in an individual case, this additional sick leave with pay shall start the day following the last day of accumulated sick leave.

B. Personal Leave

The following may be permitted per school year without accumulation:

1. Serious illness in immediate family--five (5) days maximum (wife, husband, father, mother, son, daughter, or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance). Where the absence under this subparagraph is based on the illness of a person in the last category indicated herein, the employee shall furnish the

Superintendent with evidence of the required degree of dependence.

2. Death in immediate family--five (5) days maximum per year (grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, sister, brother-in-law, sister-in-law, aunts and uncles, or any other person residing in the household or directly dependent upon the employee for the major portion of his or her sustenance). Where the absence under this subparagraph is based on the death of a person in the last category indicated herein, the employee shall furnish the Superintendent with evidence of the required degree of dependence.
3. Effective July 1, 1989, an allowance of leave for personal reasons with prior approval by the Superintendent, such leave not to exceed a total of two (2) days. Effective July 1, 1990, this entire paragraph B.3 shall become null and void. During the 1989-90 fiscal year, this category shall include, but not be limited to, the following:
 - a. Court subpoena (not involving moral turpitude on the part of the employee; however, if the employee is not found guilty, appropriate reimbursement shall be provided by the Board.)
 - b. Marriage of employee.
 - c. Religious observance.
4. A maximum of two (2) days shall be allowed for personal leave without statement of purpose; provided, however, that an absence for this reason shall not be allowed on the first day of school. Effective July 1, 1990, three (3) days shall be allowed under this paragraph B.4.

ARTICLE 14

MATERNITY LEAVE

A. Maternity Leave:

1. Definition:

The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities.

Such an absence is governed by Article 13 of this Agreement.

The term "maternity leave" refers to a voluntary absence from active employment either:

- a. commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or
 - b. commencing after the end of a pregnancy--related disability for the purpose of child care.
2. If the anticipated disabling event referred to in Article 13 is childbirth, the Board shall presume that the pregnant employee becomes disabled for work four weeks before the anticipated date of childbirth, at which time the pregnant employee shall become eligible for sick leave benefits if she does not present a certificate attesting to her disability to work during said four-week period of time. This option is granted only to employees actively employed and not to those employees on maternity leave. If, as a result of the pregnancy, an employee while actively employed becomes disabled prior to the four-week period of presumed disability, said employee may use any sick leave benefits to which she is entitled, providing that the employee's physician provides the Board with a certificate attesting to her inability to continue teaching. The Board reserves the right to verify the employee's inability to continue teaching.

B. Maternity Leave Procedures:

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

1. All initial applications for, and applications for extensions or reductions of, maternity leave shall be made in writing to the Superintendent.
2. Any employee intending to apply for maternity leave shall advise the Superintendent as soon as possible. The employee's request for maternity leave shall be in writing to the Superintendent at least ninety (90) days prior to the date she wishes her leave to commence. Such written request shall specify the date when the employee wishes her leave to commence and to terminate.

3. Following the granting of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may grant such proposed reduction. The board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.
4. The Board may require an employee during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which an employee has been assigned.
5. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the attending physician.
6. Any employee may be granted maternity leave for the entire school year in which the maternity leave commenced. Any employee under tenure or who has received a tenure-year contract may be granted maternity leave for an additional school year.
7. An employee who is on maternity leave shall notify the Board in writing, sixty (60) days prior to termination of maternity leave, of her intention to return to work. Failure to do so will be deemed a resignation from employment with the District.
8. An employee returning from maternity leave of absence shall be placed in her previously held position were administratively feasible. Where not administratively feasible, the returning employee shall be assigned to a position as nearly the same as her regular position prior to the commencement of leave.
9. If the employee's disability is caused by childbirth and such employee is receiving disability/sick leave benefits, the employee is presumed to be disabled for a recuperative period of four (4) weeks following childbirth, during which time such employee shall continue to receive sick leave pay to which she is entitled under sick leave policy. This applies only to those employees who have been actively employed prior to childbirth and not those employees who have been out on maternity leave. If as a result of that pregnancy an employee continues to be disabled after this four-week period, said employee may use any sick leave benefits to which she is entitled, providing that the employee's

physician provides the Board with a certificate attesting to her inability to resume. The Board reserves the right to verify the employee's disability. If the employee whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period,

she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification. If three Board of Education's physician and employee's physician disagree as to the employee's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of the employee's fitness to return to her duties prior to the expiration of the recuperative period.

10. The board may require that an employee receiving maternity leave not accept full-time employment, or undertake any employment during all or part of the period of the maternity leave which would interfere with the purpose of such leave.
11. Time spent on maternity leave of absence shall not count towards salary guide placement experience, sick leave accumulation, etc.
12. A ten (10) month employee who completes 135 days of the school year before taking maternity leave shall, upon her return to service immediately after completion of the maternity leave, be given credit on the salary guide as though she had worked that entire school year. A twelve (12) month employee who completes nine (9) months of work before taking maternity leave shall, upon her return to service immediately after completion of the maternity leave, be given credit on the salary guide as though she had worked that entire fiscal year.

ARTICLE 15

INSURANCE PROTECTION

- A. The Board agrees to pay the full cost for family (spouse and/or children) coverage for all members of the bargaining unit for Group Health Insurance (U.C.R. Plan 1) provided by the Connecticut General Life Insurance Company.

- B. If available from the Insurance carrier, the Board shall give copies of insurance brochures describing the health care insurance to each employee for whom coverage is provided.
- C. The Board agrees to pay the full cost for family (spouse and/or children) coverage for all members of the bargaining unit for Dental Insurance (U.C.R.) provided by the Connecticut General Life Insurance Company.
- D. Effective July 1, 1989, the Board agrees to pay the full cost for employee-only prescription drug insurance, with a two dollar (\$2.00) co-pay. Effective July 1, 1990, the Board agrees to pay the full cost for full family prescription drug insurance, with a three dollar (\$3.00) co-pay.
- E. The Board shall be permitted to change insurance carrier(s), provided the coverage is substantially equal to or better than that provided during the current contract term.
- F. The Board has the right to implement a "coordination of benefits" plan with its insurance carrier.

ARTICLE 16

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

Placement on the salary schedule of new employees shall be determined by the Board of Education. A new employee shall be placed at the salary level corresponding to the number of "credited" years of experience granted by the Board. Thereafter the employee shall move through the salary schedule as if the credited years of experience had been served in the Branchburg School District. New employees hired above the minimum salary level shall be paid at the salary level just below their hire rate during their ninety (90) day probationary period. Upon successful completion of probation, such employees shall be moved to their actual full hire rate.

- B. Pay dates shall be on the fifteenth (15th) and thirtieth (30th) day of the month unless either date falls on a weekend, holiday, vacation, or scheduled school closing during the school year, at which time pay checks will be

weekend, holiday, vacation, or scheduled school closing during the school year, at which time pay checks will be issued on the last regular work day prior to the weekend, etc.

C. Resignation

1. An employee who is resigning shall give thirty (30) days notice.
2. If a resigning twelve-month employee provides such notice, s(he) shall receive pay for earned vacation according to the proportion of full months worked to the total contract year. Employees failing to provide such notice forfeit any earned vacation pay.

D. Termination

An employee who is terminated shall receive thirty (30) days' notice of termination or thirty (30) days' pay in lieu of notice, unless the termination is for cause, in which event no notice is required.

The Board retains the right to terminate employees during their first ninety (90) days of employment without notice, pay in lieu of notice, a statement of reasons or access to Article 3 of this agreement.

E. Retirement/Death Benefit

Any employee who has completed ten (10) or more years of service in the District and who retires from employment with the District for age and service or disability under the Public Employees' Retirement System pension plan shall receive the following retirement benefit:

1. Effective July 1, 1989, payment of \$30 per day for each day of accumulated sick leave up to a maximum of \$5,000.
2. Effective 1988-89, payment of \$17.50/day for each day of accumulated sick leave up to a maximum of \$1750 per individual.

In the event an employee otherwise eligible for this benefit dies while actively employed by the District, this benefit shall be paid to the individual's estate.

F. Computer Monitor Benefit

In recognition of the increased use of computer monitors in office work for wordprocessing and other secretarial

and clerical tasks, the Board agrees to reimburse secretaries and clerks up to two hundred dollars (\$200.00) during the 1989-90/1990-91 two year period, and during each consecutive two year period thereafter, for optical services not covered by the basic health insurance plan. Covered services include eye examinations, eyeglasses (lenses and frames), contact lenses, and other medical services by a physician or by prescription. Reimbursement shall be for services for the employee's own personal eye care only. Reimbursement shall be made twice per year, January and June, upon presentation of appropriate receipts showing the services rendered and indicating that they were for the employee only. Employees hired after July 1, 1989 shall receive a prorated portion of the \$200.00 based on the time left in the two year period.

ARTICLE 17

EDUCATIONAL IMPROVEMENT

The Board shall reimburse an employee for credits earned in courses approved by the Superintendent. The conditions for payment shall be as follows:

1. Payment shall be made on evidence of satisfactory completion of the course.
2. Payment by the Board shall be for full tuition, fees and books for approved courses.
3. Maximum payment by the Board during a full contract year shall not exceed the full cost of tuition, fees, and books for fifteen (15) credit hours; provided, however, that no more than six (6) credit hours (as approved by the Superintendent) may be taken in any one semester.

ARTICLE 18

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the BESA, the Somerset County Education Association, the New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J.

Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by BESA by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employee individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE 19

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Proposed new work rules affecting employees' terms and conditions of employment shall be negotiated with BESA before they are established.

ARTICLE 20

FULLY-BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the Employer-Employee Relations Act.
- B. 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 21

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be provided within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed. Each party shall equally share the cost of printing/reproducing this agreement.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, certified mail, or hand delivery (with receipt) at the following addresses:
 - 1. If by BESA, to the Board at

Branchburg Township Board of Education
c/o The Secretary to the Board
140 Cedar Grove Road
Somerville, New Jersey 08876
 - 2. If by Board, to BESA at

President of BESA
at the appropriate building


ARTICLE 22

DURATION OF AGREEMENT

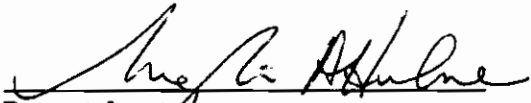
- A. This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1991, subject to BESA's right to negotiate over a successor Agreement as provided in ARTICLE 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof BESA 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 their corporate seal to be placed hereon, all on the day and year first above written.

BRANCBURG EDUCATIONAL
SECRETARIAL ASSOCIATION, INC.

BOARD OF EDUCATION OF THE
BRANCBURG TOWNSHIP
SCHOOL DISTRICT



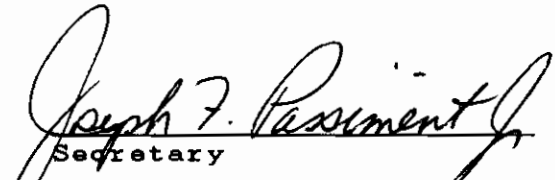
President



President



Secretary



Secretary

SALARY GUIDE

BRANCHBURG SECRETARIES 1989-90

SECRETARIES ASSOCIATION PROPOSAL 3/13/89

LEVEL	RATE	# OF EES	TOT. HOURS	COST		
1	10.39				12,710.00	1,400
2	10.99	1	1950	21431	*21,430.50	16,320.00
3	11.69	3	4920	57515	*22,775.00	7,357.85
4	12.49	8	13275	165805	*24,595.00	18,547.65

CLERKS

LEVEL	RATE	# OF EES	TOT. HOURS	COST	
1	8.88				
2	9.48	1	720	6826	- 6,816.00
3	10.18	2	1967	20024	17,200.00 E. Rockefeller
4	10.98				

TOTALS 15 22832 271600
INCREASE 20120 8.0% 11.90

BRANCHBURG SECRETARIES 1990-91 8.00%

SECRETARIES

LEVEL	RATE	# OF EES	TOT. HOURS	COST		
1	11.22				12,710.00	1,400
2	11.82			0	*21,800.00	16,460.00
3	12.52	3	4920	61598	23,049.00	10,960.00
4	13.32	9	15225	202797	24,414.00	18,570.20

CLERKS

LEVEL	RATE	# OF EES	TOT. HOURS	COST
1	9.65			
2	10.25	1	720	7380
3	10.95	2	1967	21539
4	11.75			

TOTALS 15 22832 293314
INCREASE 21714 8.0% 12.85