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AGREEMENT

between

MONROE TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES

and the

MONROE TOWNSHIP BOARD OF EDUCATION (Employer)
(Gloucester County)

X July 1, 1987 — June 30, 1990



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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 22nd day of September, 1987.

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
Computer Operator/Payroll
2. Secretaries
3. Clerks

But excluding confidential employees as indicated hereafter:

1. Secretary to the Superintendent of Schools
2. Secretary to the Assistant Superintendent of Schools (negotiation)

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 P.E.R.C. and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

**ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT**

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 in 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 procedure 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 fourteen (14) school days of the event giving rise to the grievance, an employee with a grievance shall first discuss it with her principal or immediate supervisor either directly or through the Association designated representative, with the objective of resolving this matter informally.

**ARTICLE III
GRIEVANCE PROCEDURE**

3:3 PROCEDURE:

LEVEL TWO - Principal or Immediate Supervisor (Formal)

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, she may formally express her grievance in writing within five (5) school days to her principal or immediate supervisor. If no decision has been rendered within five (5) school 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 her representative may within five (5) additional school days, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or her representative within five (5) school days after the date the grievance is received. The Superintendent's written disposition shall be returned to the employee and/or her representative within five (5) school days after the date of the hearing.

LEVEL FOUR - Board of Education

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

LEVEL FIVE - Arbitration

A. Within ten (10) school 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 specified period, a request for a list of arbitrators may be made to the American Arbitration Association. The parties then shall be bound by the rules and procedures of P.E.R.C.

**ARTICLE III
GRIEVANCE PROCEDURE**

3:3 LEVEL FIVE - Arbitration

- 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 twenty (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 violative 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 limit himself to the issues submitted to him and shall consider nothing else. He 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 her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

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.

**ARTICLE IV
EMPLOYEE RIGHTS**

- 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 her position, employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her choice present.
- 4:3** No employee shall be prevented from wearing pins or other identification of member in the Association or its affiliates.

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 designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.
- 5:3** The Association shall have use of a bulletin board in each office 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 designee, such denial shall be in writing.
- 5:4** The Association may use the school mailboxes in a reasonable manner with the permission of the building principal. If permission is denied by the building principal, such denial shall be in writing.

**ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES**

5:3 The President of the Association shall enjoy freedom to enter and leave her assigned building and other buildings at reasonable times when school is in session; and she is not otherwise assigned, provided she notified her building principal or supervisor, and if she secures permission to enter any other school building or buildings from the building principal or supervisor of that building.

ARTICLE VI

EMPLOYEE-ADMINISTRATION LIAISON

6:1 At the request of either party, the Association's representative shall meet with the Superintendent or his designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

ARTICLE VII

WORK YEAR - WORK DAY

7:1 The work year of all ten (10) month employees shall be September 1 through June 30 of each year.

The work year of all twelve (12) month employees shall be July 1 through June 30 of each year.

7:2 Each employee shall have a normal work day of seven (7) hours and thirty (30) minutes, excluding a duty-free lunch period of at least thirty (30) minutes.

7:3 Summer work hours will be defined as the first Monday subsequent to the closing of school to the opening of school for district staff as determined by the adopted school calendar.

ARTICLE VII
WORK YEAR - WORK DAY

7:4 After three (3) years and one (1) day of uninterrupted continuous service, each employee shall be appointed for an unfixed term so 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).

ARTICLE VIII

OVERTIME

8:1 Overtime shall be defined as work in excess of forty (40) hours per week. Overtime compensation shall be one and one-half ($1\frac{1}{2}$) 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 forty (40) hours and time and one half for all over forty (40) hours in any weekly period.

8:3 All overtime must be mutually agreed upon by both parties and be priorly approved by the immediate supervisor and Superintendent of Schools.

ARTICLE IX

EDUCATIONAL IMPROVEMENT

9:1 Any employee who takes a course or courses in the employees' field related to her position shall be reimbursed toward the tuition of such course or courses to a maximum of \$125.00 per employee for any given year.

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

9:3 Courses 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 \$1,000.00

ARTICLE X

VACATION SCHEDULE

10:1 All twelve (12) month employees shall receive ten (10) days vacation upon completion of one (1) year's service.

Over 5 years to 10 years	-	12 days
Over 10 years to 15 years	-	15 days
Over 15 years to 20 years	-	19 days
Over 20 years	-	20 days

10:2 New employees hired prior to January 31 shall accrue vacation time.

10:3 Vacation time shall be taken subject to the approval of her immediate supervisor.

ARTICLE XI

POSTING PROCEDURES

11:1 All notices of vacancies shall be posted as far in advance as possible; except in emergencies, at least fifteen (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

All employees of the Board of Education, in the event of death in the immediate family, shall be granted allowance with pay for attending the death or funeral hereinafter stated:

- A. An allowance of five (5) days shall be granted in case of death in any of the following:
 - 1. Employee's parents, spouse, children, brothers and sisters.
 - 2. Legally adopted members of the family and step-relationships as outlined in number 1.
- B. An allowance of five (5) days shall be granted to attend the funeral of the parents of the employee's spouse.
- C. An allowance of three (3) days shall be granted to attend the funeral of any of the following:
 - 1. Uncles, aunts, grandparents and grandchildren of the employee.
 - 2. Brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the employee.

13:2 PERSONAL BUSINESS

Each full-time employee shall be allowed an absence of two (2) 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.

It is expected that the day will be used for personal affairs which cannot be done on other than a school day. In general, the situation should be such that the employee would otherwise take time off without pay. The employee must give at least three (3) days notice. Up to two (2) personal days per year, if unused may be applied to accumulated sick leave.

**ARTICLE XIII
TEMPORARY LEAVES OF ABSENCE**

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 leave of absences, he may be permitted to do so upon sixty (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 she had been in continuous employment in the district upon the recommendation of the Superintendent and approval of the Board of Education.

ARTICLE XIV

EXTENDED LEAVE OF ABSENCE

14:3 Nothing herein prevents utilization of sick leave by pregnant employees subject to federal and state laws. Employees may utilize the provisions of 14:1.

ARTICLE XV

SICK LEAVE

15:1 All regular ten (10) month employees shall be allowed ten (10) days absence due to personal illness each year without deduction from pay. Any unused sick days shall be accumulated.

All regular twelve (12) month employees shall be allowed twelve (12) days absence due to personal illness 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 attach a physician's certificate to the Absence Record and forward to the 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.

**ARTICLE XV
SICK LEAVE**

15:5 RETIREMENT/SICK LEAVE BENEFIT

Upon retirement from this district, employees will be reimbursed for unused sick leave if she has accumulated at least 100 sick leave days. Payment shall be based on 25% of the per diem rate for the 1st Step of the starting salary 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:

1. A single unit dues deduction in the sum specified by the Association.
2. Supplemental annuity deductions
3. 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 the U. C. R. Plan of Blue Cross, Blue Shield, Rider J, and Major Medical for the school years July 1, 1987 through June 30, 1990.

17:2 The Board will apply full cost for employee and family for a \$1.00 co-pay prescription plan.

17:3 The Board agrees to pay up to \$325.00 toward the annual premium of a dental insurance program. Employees shall contribute any premium in excess of \$325.00.

**ARTICLE XVII
INSURANCE PROTECTION**

17:4 Employees retiring from Monroe Township Public Schools after twenty-five (25) years of service in the district will be accorded the opportunity to continue all health insurance coverage(s) provided herein, including the U. C. R. Plan of Blue Cross, Blue Shield, Rider J, and Major Medical, dental insurance, and prescription plan, at the Board of Education's expense, to the extent that the terms of the contracts and policies with the insurance carriers permit. Coverage will be for the employee and spouse where applicable at the time of retirement.

17:5 Commencing July 1, 1988, the Board will obtain catastrophic benefits coverage for employees and their dependents at the employee's expense.

ARTICLE XVIII

SALARIES

18:1 The salaries of all employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE XVIII
SALARY SCHEDULE
FOR
COMPUTER ACCOUNTS
AND
PAYROLL OPERATORS
12 MONTHS

18: 2

<u>STEP</u> 1987-1988		<u>STEP</u> 1988-1989		<u>STEP</u> 1989-1990	
4	\$14,215				
5	15,040	5	\$15,840		
6	15,860	6	16,665	6	\$17,465
7	16,680	7	17,485	7	18,290
8	17,505	8	18,305	8	19,110
9	18,325	9	19,130	9	19,930
10	19,150	10	19,950	10	20,755
11	19,970	11	20,775	11	21,575
12	20,790	12	21,595	12	22,400
13	21,875	13	22,415	13	23,220
		14	23,500	14	24,040
				15	25,125

ARTICLE XVIII
SALARY SCHEDULE
FOR
SECRETARIES
12 MONTHS

18:3

<u>STEP</u>		<u>STEP</u>		<u>STEP</u>	
<u>1987-1988</u>		<u>1988-1989</u>		<u>1989-1990</u>	
4	\$13,650				
5	14,460	5	\$15,225		
6	15,275	6	16,035	6	\$16,800
7	16,090	7	16,850	7	17,610
8	16,905	8	17,665	8	18,425
9	17,720	9	18,480	9	19,240
10	18,530	10	19,295	10	20,055
11	19,345	11	20,105	11	20,870
12	20,155	12	20,920	12	21,680
13	21,190	13	21,690	13	22,495
		14	22,765	14	23,265
				15	24,340

ARTICLE XVIII
SALARY SCHEDULE
FOR
CLERKS
12 MONTHS

18: 4

<u>STEP</u>	<u>1987-1988</u>	<u>STEP</u>	<u>1988-1989</u>	<u>STEP</u>	<u>1989-1990</u>
4	\$12,915				
5	13,720	5	\$14,390		
6	14,520	6	15,195	6	\$15,865
7	15,325	7	15,995	7	16,670
8	16,125	8	16,800	8	17,470
9	16,925	9	17,600	9	18,275
10	17,730	10	18,400	10	19,075
11	18,530	11	19,205	11	19,875
12	19,335	12	20,005	12	20,680
13	20,395	13	20,810	13	21,480
		14	21,870	14	22,285
				15	23,345

ARTICLE XVIII
SALARY SCHEDULE
FOR
CLERKS
10 MONTHS

18: 5

<u>STEP</u>	<u>1987-1988</u>	<u>STEP</u>	<u>1988-1989</u>	<u>STEP</u>	<u>1989-1990</u>
4	\$10,765				
5	11,430	5	\$11,995		
6	12,100	6	12,660	6	\$13,225
7	12,770	7	13,330	7	13,890
8	13,435	8	14,000	8	14,560
9	14,105	9	14,665	9	15,230
10	14,775	10	15,335	10	15,895
11	15,440	11	16,005	11	16,565
12	16,110	12	16,670	12	17,235
13	16,995	13	17,340	13	17,900
		14	18,225	14	18,570
				15	19,455

ARTICLE XIX
MISCELLANEOUS

19:1 INCLEMENT WEATHER SCHEDULE

When schools are closed due to inclement weather, no employee shall be required to work.

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.

**ARTICLE XX
AGENCY FEE**

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 then current membership year. The Board will deduct from the salaries of such employees, in accordance with M. T. A. E. S. 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, which is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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.

**ARTICLE XX
AGENCY FEE**

C. DEDUCTION AND TRANSMISSION OF FEE

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 1 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

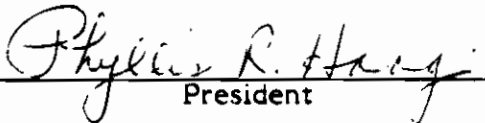
DURATION OF AGREEMENT

21:1 This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1990.

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 whereof, 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, all on the day and year first written above.

MONROE TOWNSHIP ASSOCIATION
OF EDUCATIONAL SECRETARIES




President



Secretary

MONROE TOWNSHIP
BOARD OF EDUCATION



President



Secretary

SIDE BAR AGREEMENT

I. INSURANCE PROTECTION (ARTICLE XVII)

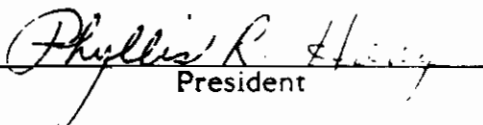
In the 1989-1990 contract year, employees will receive any and all increases in benefits that the other negotiating units receive.

II. WORK ASSIGNMENT

After seven (7) calendar days the building administrator will submit a letter requesting that either:

1. 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 ...
2. that in the absence of a clerk, the request will be made for extra clerical help to assist the secretary.
3. the letter shall be forwarded to the Superintendent, the Board president, the Association president, and the employee involved.

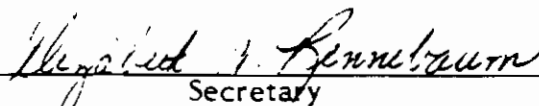
**MONROE TOWNSHIP ASSOCIATION
OF EDUCATIONAL SECRETARIES**


President


Secretary

**MONROE TOWNSHIP
BOARD OF EDUCATION**


President


Secretary