

NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD ASSOCIATION OF EDUCATIONAL SECRETARIES

CONTRACT

1985 - 1986

1986 - 1987

X July 1985 - June 30, 1987

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**ARTICLE 1 = RECOGNITION**

The New Milford Board of Education recognizes the New Milford Education Association, hereinafter referred to as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Secretarial/Clerical personnel, other than Confidential Employees, employed by the Board of Education, hereinafter referred to as the Board.

**ARTICLE II - NEGOTIATIONS PROCEDURE**

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 123, Public Laws 1974 on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires or no later than four (4) weeks prior to the date of the first meeting of the parties for negotiations whichever shall be sooner. The Board shall submit their proposals within three (3) weeks of the receipt of the Association's proposal. Any final agreement so negotiated shall apply to all members of the appropriate unit, as set forth in Article I, reduced to writing, and be signed by the Board and the Association.
- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A. of this ARTICLE.
- C. It is understood that both the Board and the Association must approve the final agreement between the parties before that agreement becomes final and binding upon the respective parties.
- D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE III-GRIEVANCE PROCEDURE**

### **A. Definitions:**

A grievance shall mean that employees or representative of employees may appeal the interpretation, application or alleged violation of this agreement, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

### **B. Procedure:**

The Grievance Procedure shall consist of four (4) Levels.

#### **1. Level One:**

The employee with a grievance shall first discuss it with his immediate supervisor, with the objective of resolving the matter informally.

#### **2. Level Two:**

If, within five (5) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to his immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.
- c. The nature of the loss, injury or inconvenience.

The supervisor shall communicate his decision to the grievant in writing, with copies to the Association within five (5) school days of receipt of the written complaint.

## Grievance Procedure

### 3. Level Three:

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

### 4. Level Four:

If the grievance is not resolved to the grievant's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to

## Grievance Procedure

appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by himself, a person of his choosing, or by the Association's Representative. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. In case of a grievance affecting a group or class of

#### Grievance Procedure

employees, the person or persons involved may submit such grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.

- G. Meetings and hearings under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.
- H. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations required by Board policy subject to the understanding that the Grievance Procedure shall be available under the terms specified in Article III, if it is felt any such regulation is in conflict with the express terms of this Agreement.



ARTICLE IV = MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:-11-1 New Jersey Statutes Annotated 1968, The Board shall:
1. Make, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of the conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and
  2. Perform all acts and do all the things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

**ARTICLE V = WORK SCHEDULE**

- A. All employees covered by the Agreement shall work an eight-hour day, which includes one (1) hour for lunch or dinner.
- B. The hours of work for employees shall be determined and established by the Business Administrator in consultation with the immediate Supervisor(s). Nominally the day shift hours will occur between 6:00 A.M. and 6:00 P.M.
- C. All employees will be off on the days listed on the Holiday Schedule established annually by the Board, attached hereto and known as SCHEDULE B, except that each employee may be on call for two days, at no extra compensation, during the Christmas Week, the Spring Recess, and Winter Recess at the discretion of the immediate supervisor.
- D. In the event it is necessary for any employee to work on days off as established by SCHEDULE B in excess of the on-call days, and still have worked less than forty hours in a week, they will be compensated at the rate of 1/240 of their annual salary per day or given compensatory time off.
- E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.
- F. Employees who are placed in a temporary employment category that is higher than their normal employment category shall receive the appropriate salary of the higher level after working two (2) full days in the higher category.

**ARTICLE VI = SALARY GUIDE PROVISIONS**

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A and SCHEDULE A1 attached hereto and made part thereof.
- B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31st of any year shall be eligible for a full increment. All personnel employed February 1st or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the Salary Guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the employee's immediate Supervisor(s).
- F. Employees will be hired on a sixty (60) day trial basis.
- G. When a pay day falls on or during a school holiday, vacation or week end, employees shall receive their pay checks on the last previous working day.
- H. The night shift shall receive a differential of Two Hundred Dollars (\$200.00) per annum.

## ARTICLE VII - HEALTH CARE INSURANCE PROTECTION

The Board shall provide health care insurance protection designated below, paying the full premium for each employee's individual coverage or full family coverage if applicable.

- I A. Provisions of the health care insurance program shall be detailed in master policies and contracts arranged for by the Board and shall include:
  1. Hospital room and board and miscellaneous costs.
  2. Out-patient benefits.
  3. Laboratory fees, diagnostic expenses and therapy treatments.
  4. Maternity costs, Surgical costs and Major Medical coverage.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing sixty (60) days from date of employment, provided the carriers contract provisions are met.
- C. When necessary, payment of the premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall provide to each employee a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed. If no changes in coverage occur, this paragraph is inoperative.

## Health Care Insurance Provisions

### II Dental Plan

The Board will pay up to a maximum of Five Thousand, Seven Hundred, Fifty-Seven Dollars (\$5,757.) each contract year, for all employees covered by this Agreement, in the 1985-87 contract period. This shall not exceed Three Hundred, Twenty Dollars (\$320.) per school year per employee for an individual and/or family dental insurance plan coverage.

### III Prescription Drug Plan

During the 1985-86 school year, the Board will pay up to a maximum of Four Thousand, Two Hundred Twelve Dollars (\$4,212.) for all employees under this Agreement, but not to exceed Two Hundred Thirty Four Dollars (\$234.) per school year per employee for an individual and/or family prescription plan coverage.

During the 1986-87 school year, there shall be a pool of Twelve Hundred Dollars (\$1,200.) to be applied to the prescription plan in the event of a premium increase.

ARTICLE VIII - SICK LEAVE

- A. All twelve month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year pursuant to NJSA 18A: 30-2. All ten month employees employed by the Board shall be entitled to ten (10) sick leave days each school year pursuant to NJSA 18A: 30-2. When an employee works less than a full contractual year the number of sick days will be prorated accordingly. Unused sick leave days shall be accumulated from year to year, with no maximum limit. For accumulation purposes the Board will consider that employees earn one sick day for each month worked.
- B. Non-accumulative additional sick leave benefits may be allowed to employees upon application to and approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and non-accumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of 1/240 of annual salary for twelve month employees and 1/200 of annual salary for ten month employees.
- D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave upon retirement provided they meet the criteria set forth below.
1. A minimum of ten (10) years of continuing employment for the New Milford Board of Education is required.
  2. The employee must be retiring or leaving the system.
  3. In the event of the death of an employee who has otherwise fulfilled the requirements of this Article, the benefit noted in Section D shall be paid to the secretary's designated beneficiary or estate.

Sick Leave

- E. The amount of sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954.
- F. The sick leave benefit for 1985-86 shall be computed by multiplying the first 75 days of accumulated sick leave by \$18.00 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by \$22.00 per sick day. The total sick leave benefit payable shall not exceed \$4,000.00 per individual.
- G. The sick leave benefit for 1986-87 shall be computed by multiplying the first 75 days of accumulated sick leave by \$18.00 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by \$22.00 per sick day. The total sick leave benefit payable shall not exceed \$5,000.00 per individual.

## ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary leave of absence as follows:

### 1. Death in the Immediate Family

Leave of absence without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, sister, brother, grandparents) shall be granted for five (5) consecutive calendar days, one of which is the day of death or the day of burial inclusive.

### 2. Death of Other Relatives

In case of the death of any relative not listed in Part 1. above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

### 3. Legal Process

Time necessary for appearance in any legal proceeding connected with a staff member's employment or in any other legal proceeding that the staff member is required by law to attend, shall be granted without loss of pay.

### 4. Personal Leave

(a) Non-accumulative personal leave up to two (2) days total per calendar year without loss of pay under the circumstances noted below in subsection 4.b and 4.c.

(b) Leave for illness in the immediate family shall be granted by the Business Administrator within the aforementioned two (2) day limitation.

(c) Requests for personal leave for personal business (within the aforementioned two (2) day limitation)



## Temporary Leave of Absence

will be granted by the Business Administrator provided all of the provisions below are met:

- (1) All applications for leave under this section shall, except in cases of emergency, be made at least (5) five school days prior to the requested leave.
  - (2) The employee making application for leave under this section must indicate under which reason the leave is being requested.
  - (3) The form requesting such leave shall contain a list of possible reasons for which such leave may be taken as follows:
    - a Religious ceremony involving child or grandchild.
    - b Marriage of a member of employee's immediate family.
    - c Graduation of a member of the employee's immediate family.
    - d House closing.
    - e Religious holiday.
    - f Birth of a child to a spouse or to a child of employee.
    - g Comprehensive examination for a degree.
    - h Visitation at a college to which an employee or child of the employee is contemplating attendance.
    - i Emergency, such as fire, flood or robbery at home.
    - j Death other than immediate family.
    - k Other for which a specific reason must be given and which shall be subject to approval at the sole discretion of the Business Administrator.
  - (4) The Business Administrator, at his option, may require more detailed and specific designation of the reasons for the requested leave.
- B. Leaves taken pursuant to Section A shall be allowed with the following stipulations:
1. They shall be in addition to any sick leave to which

## Temporary Leave of Absence

the staff member is entitled.

2. No leave shall be permitted the day prior to, nor the day following, a school holiday or holiday weekend, except at the discretion of the Business Administrator.
3. Except in emergency, all requests for leave shall be in writing stating the reason for the request. After approval by the immediate supervisor and the Business Administrator, the request shall be filed in the Business Administrator's Office. If an emergency situation arises, the employee will submit, in writing, following the above procedure, a form covering her absence from work when she returns to work.
4. Leave under this provision shall not be cumulative.

## C. Jury Duty

- i. A regular employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Board his daily rate of pay. The employee agrees to turn over the jury duty check to the Board.
  - a. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.
  - b. The employee must not have voluntarily sought jury service.
  - c. The employee must submit adequate proof of the time served on the jury duty.

## Temporary Leave of Absence

2. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE X = VACATION POLICY

- A. All full time twelve-month employees with five (5) or less years of service as of July 1st each year shall be entitled to ten (10) working days vacation per year. Vacation shall be earned at the rate of one (1) day per month by all twelve month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six months of employment with the New Milford School System.
- B. All full time twelve-month employees with more than five (5) years of service as of July 1st each year, having started between June 15th and September 5th, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one-half (1 1/2) days per month by all twelve-month personnel with six (6) or more years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.
- C. Ten-month employees do not receive vacation time.
- D. All requests for vacation time will be submitted in writing to the employee's immediate Supervisor for approval. After approval by the immediate Supervisor, in consultation with the Business Administrator, a copy will be returned to the employee.
- E. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.

## Vacation Policy

- F. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

**ARTICLE XI = MISCELLANEOUS PROVISIONS**

- A. Copies of this Agreement shall be prepared and reproduced. The expense shall be shared equally by the Board and the Association and presented to all employees now employed or hereafter employed, and made available to prospective candidates for employment by the Board.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
1. If by Association, to Board in care of the Secretary of the Board.
  2. If by Board, to the President of the Association at the building to which he is regularly assigned for his employment.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be submitted to the building principal for his approval.
- E. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be

#### Miscellaneous Provisions

posted shall be given to the immediate Supervisor(s) for his approval prior to its being posted.

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery.
- G. All job openings shall be advertised to the staff two weeks prior to filling the position.
- H. For the purposes of layoff and recall of employees covered by this Agreement:
  - 1. Seniority will apply provided the employee has the ability and qualifications to do the work as determined by Central Administration.
  - 2. Recall rights shall be effective for a maximum period of two (2) years provided the employee on layoff continues to provide the Board offices with a current address and telephone number.
- I. At the discretion of the Business Administrator, leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick husband, wife, child or parent of the employee.

ARTICLE XII = FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, 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 Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.



**ARTICLE XIII - SEPARABILITY AND SAVINGS**

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

A. DURATION PERIOD

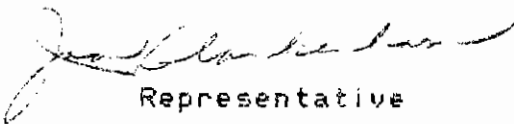
This Agreement shall be effective as of July 1, 1985, and shall continue in effect until June 30, 1987 subject to the Association's right to negotiate over a Successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

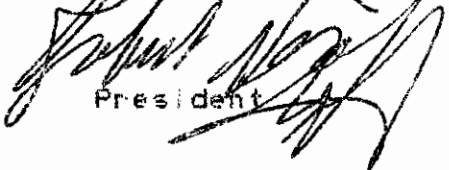
B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or representative and attested to by their respective secretary or representative.

Attested to this First day of June, 1986.

New Milford Association of  
Educational Secretaries

New Milford Board of Education

By:   
Representative

By:   
President

By:   
Representative

By:   
Secretary

SCHEDULE A

SECRETARIAL-CLERICAL SALARY GUIDE

1985 = 1984

Step	10 Months	12 Months
1	7,600	8,400
2	8,085	8,910
3	8,553	9,460
4	9,185	10,175
5	9,625	10,725
6	10,065	11,330
7	10,560	11,935
8	11,055	12,485
9	11,550	13,090
10	12,045	13,750

Stipends

Computer Operator	12 mos.	Guide + 1,680.
H.S. Principal's Secretary	12 mos.	Guide + 729.
Data Input Clerk	12mos.	Guide + 604.
M.S. Principal's Secretary	12 mos.	Guide + 517.
Steno Secretary	12 mos.	Guide + 495.
Steno/Principal's Secretary	10 mos.	Guide + 432.

12 Month Longevity 550. in 13th 16th and 20th year  
 10 Month Longevity 495. in 13th 16th and 20th year

All personnel at or over the top step on the guide will receive an increase of 10% over their 1984-85 guide salary.

## SECRETARIAL-CLERICAL SALARY GUIDE

1984 = 1982

Step	10 Months	12 Months
1	7,900	8,700
2	8,360	9,240
3	8,900	9,800
4	9,410	10,400
5	10,105	11,200
6	10,600	11,800
7	11,075	12,460
8	11,620	13,130
9	12,160	13,730
10	12,700	14,400

## Stipends

Computer Operator	12 mos.	Guide + 1,680.
H.S. Principal's Secretary	12 mos.	Guide + 729.
Data Input Clerk	12 mos.	Guide + 604.
M.S. Principal's Secretary	12 mos.	Guide + 517.
Steno. Secretary	12 mos.	Guide + 495.
Steno/Principal's Secretary	10 mos.	Guide + 432.
12 Month Longevity	550. in 13th 16th and 20th year	
10 Month Longevity	495. in 13th 16th and 20th year	

All personnel at or over the top step on the guide will receive an increase of 10% over their 1985-86 guide salary.

9/18/85