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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF MILLBURN TOWNSHIP *Board of Education*

IN THE COUNTY OF ESSEX

AND

MILLBURN ASSOCIATION

OF

EDUCATIONAL SECRETARIES

X JULY 1, 1986 - JUNE 30, 1988

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PREAMBLE

THIS AGREEMENT, made this 23rd day of December , 1986  
by and between the BOARD OF EDUCATION OF MILLBURN TOWNSHIP,  
in the COUNTY OF ESSEX a body corporate (hereinafter  
referred to as the "BOARD") and the MILLBURN ASSOCIATION OF  
EDUCATIONAL SECRETARIES, a body corporate (hereinafter  
referred to as the "ASSOCIATION"), witnesseth;

WHEREAS, the Board and the Association desire and intend to  
negotiate in good faith the terms and conditions of  
employment existing between the Board and the  
representatives of the Association, as required by the Laws  
of the State of New Jersey, particularly Chapter 123, Public  
Laws 1974; and

WHEREAS, both parties have agreed to comply with all of the  
terms, conditions, covenants contained in this Agreement;

NOW, THEREFORE, in consideration of the full and faithful  
performance by each of the parties hereto to all of the  
terms, conditions and covenants herein contained, it is  
hereby agreed and understood between the Board and the  
Association, as follows -

ARTICLE I - RECOGNITION

The Board recognizes the Association during the life of this Agreement, as exclusive and sole representative for collective negotiation for all full time contractual employees who are or may become members of the Association who comprise the unit herein as follows:

Secretary to Principal - Secondary Schools  
Secretary to Vice Principal - Secondary Schools  
Secretary to Directors  
Payroll Bookkeeper  
Transportation Secretary  
Secretaries to Elementary Principals  
Switchboard Operator  
Other 10-month Secretaries  
Other 12-month Secretaries

The following employees are specifically excluded from representation:

Secretary to the Superintendent  
Secretary to the Assistant Superintendent for  
Instruction  
Secretary to the Assistant Superintendent for Business  
Secretary of Personnel Office  
Supervisor of Accounting  
All temporary, per diem, or part-time employees

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Such negotiations shall begin not later than October 1, of the calendar year next preceding the calendar year in which this Agreement expires, except as may be mutually agreed by the parties.
- B. During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. A copy of the proposed budget shall be made available by the Board when completed.

- C. Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.
- D. All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meeting shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

### ARTICLE III - GRIEVANCE PROCEDURE

#### A. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems which may, from time to time, arise affecting employees as a result of the interpretation, application, or violation of this Agreement between the Board and the Association, written Administrative Decisions or Board of Education policies.

#### B. DEFINITIONS

1. A "grievance" shall mean a complaint by any Association member or members that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Association, written Administrative Decisions or Board of Education Policies.
2. An "aggrieved" employee is the Association member or members making a complaint.
3. For purposes of this grievance procedure, the "Immediate Administrative Supervisor" of the Association members assigned to the Senior and Junior High Schools shall be the Administrator from whom the member receives

the majority of his/her work and may be the Principal, Vice-Principal, or other similar Administrator. The "Immediate Administrative Supervisor" of each Association member assigned to an Elementary School shall be the Principal of that Elementary School. The "Immediate Administrative Supervisor" of Association members assigned to the Education Center shall be the Administrator from whom the member receives the majority of his/her work and may be one of the Assistant Superintendents, Directors, Secretary to the Superintendent or other similar Administrators.

C. PROCEDURES

STEP I

An aggrieved employee shall present the grievance, orally, to the Immediate Administrative Supervisor within ten (10) working days of the occurrence or knowledge of the event from which the grievance arises. The aggrieved employee shall identify to the Immediate Administrative Supervisor that a grievance is being instituted. The Immediate Administrative Supervisor shall, if possible, resolve the grievance informally to the satisfaction of the aggrieved employee within ten (10) working days after initial discussion with the aggrieved employee.

STEP II

If the grievance cannot be resolved informally in Step I to the satisfaction of the aggrieved employee within ten (10) working days, then the aggrieved employee may, within ten (10) working days thereafter, submit the grievance in writing to the Immediate Administrative Supervisor. The writing shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied, and the desired remedy. The Immediate Administrative Supervisor shall re-evaluate his decision in Step I, and submit an answer in writing, within ten (10) days after

receipt of the written grievance. A copy of the written grievance and response shall be submitted by the Immediate Administrative Supervisor to the Assistant Superintendent for Business.

### STEP III

If the aggrieved employee is not satisfied with the answer received, or if an answer is not received in Step II, the grievance in writing, accompanied by a signed letter indicating the desire of the aggrieved employee to move to Step III may be presented to the Assistant Superintendent for Business within ten (10) working days from the expiration of the time period provided in Step II. The Assistant Superintendent for Business shall, within ten (10) working days of the receipt of the written grievance, arrange a meeting with the aggrieved employee. The Assistant Superintendent for Business shall give to the aggrieved employee a written answer to the grievance within ten (10) working days after the date of such meeting.

### STEP IV

If the aggrieved employee is not satisfied with the written answer resulting from Step III, or if no answer is received, the aggrieved employee may within ten (10) working days following the expiration of the time provided in Step III, submit a written request to the Superintendent for a hearing of the grievance by the Board of Education at its next scheduled conference meeting following the receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the Superintendent. The Superintendent shall schedule a meeting for the hearing of the grievance and shall advise the aggrieved employee of the time, date and place of the meeting not less than ten (10) working days prior to the scheduled meeting date. The President of the Board of

Education shall, within ten (10) working days following the hearing, submit an answer to the aggrieved person.

STEP V

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step IV, or if no decision has been rendered within the period specified in Step IV the aggrieved employee may, within ten (10) working days after a decision by the Board of Education, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person and shall, prior to submission of the grievance to arbitration notify the Board of Education of such decision.

b. Within ten (10) working days after such 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 obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's

decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions which requires 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 advisory.

d. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. GENERAL PROCEDURE

1. A working day is any day the Administrative Office is open. Saturdays, Sundays and Holidays shall not be considered working days in the computing of the time provided for in the foregoing.
2. Any decision or answer to the grievance made at any step which is not appealed to the succeeding step within such additional period of time as may be mutually agreed upon in writing shall be considered final settlement and binding on all parties involved in the grievance.
3. Except at Step IV, all discussion and meeting shall, so far as is practical, be conducted during the hours when both the Education Center and schools are open.
4. An aggrieved employee shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees

during any of the above steps, such employees shall not lose pay for such time.

5. 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 the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
6. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process. However, stipulated times may at any step be extended by mutual agreement of the parties involved. Every effort shall be made to expedite the resolution of the grievance.
7. Nothing herein contained shall be construed as limiting the right of an aggrieved employee to discuss the matter informally with the Immediate Administrative Supervisor.
8. The aggrieved person may withdraw a grievance during or after any step in the grievance procedure. In that case, any representative of the aggrieved person may not continue to process the grievance further.
9. No meetings or hearings under this grievance procedure shall be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representation as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to regard any grievance as confidential.
10. Decisions rendered at all levels of the grievance procedure, except Step I, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted

promptly to all parties in interest and to the Association.

11. 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.
12. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure for reason of such participation.

#### ARTICLE IV - ASSOCIATION RIGHTS

- A. Representatives and members of the Association may transact official Association business during non-working hours, on school days, between the end of the working day and 6 P.M. unless the building is otherwise open, in the Education Center or the Senior High School. A request for the use of such facilities should be made to the office of the Superintendent at least 48 hours prior to the requested use.
- B. The Association shall have the right to use the inter-school mail facilities and school mail boxes.
- C. The Association's representatives 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 V - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in

collective negotiations. Affiliates for this Agreement shall be confined to:

Essex County Education Association,  
New Jersey Education Association and the  
National Education Association

- B. There shall be no discrimination, interference, restraints, or coercion by the Board or of its agents or representatives against any employee covered by this Agreement because of his/her membership in the Association or because of any lawful activities by such employee on behalf of the Association.
- C. An employee shall have the right to reply in writing to any adverse non-confidential material in his/her personnel file which reply shall be attached to the adverse material. Should said employee desire a copy of the non-confidential material he/she may copy said material by hand or the same may be made available at cost by the Board Office. An employee's personnel file shall be made available for inspection by the employee only after a request is made to the office of the Assistant Superintendent for Business. Said request and inspection shall be made within a reasonable amount of time. There shall not be more than two such inspections in any one year. Notwithstanding the foregoing, no confidential material shall be made available at any inspection.
- D. Whenever any employee is required to appear before the Board of Education or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, or the salary or any increments pertaining thereto, then that employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his/her own choosing present for advice and representation during such meeting or interview.

ARTICLE VI - EMPLOYMENT PRACTICES

A. JOB POSTING

1. The Board of Education will endeavor to give its permanent employees every opportunity and consideration to aspire to ten (10) or twelve (12) month positions as may be created, or become vacated from time to time. Such positions shall be announced in the Superintendent's Bulletin. In the event the Superintendent's Bulletin is not published or is discontinued, such positions shall be posted in each school office and in the Education Center to afford all interested personnel an opportunity to apply.
2. The vacancy will not be permanently filled for a period of five (5) working days after the date of publication; or in the event of posting, the notice of vacancy shall be posted for a period of five (5) working days before the final date when applications must be submitted. A copy of the Bulletin, or in the event of posting, a copy of said notice shall be sent to the President of the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Assistant Superintendent for Business within the time limit specified in the notice.
3. A ten (10) month employee wishing to be notified of any vacancies occurring during July and August may indicate that desire by June 15, in writing, to the Personnel Office who will mail a notice of any such vacancies to the interested employee. The notice will state the final date when applications must be submitted which will be no less than fifteen (15) days from the date of mailing.
4. Effective July 1, 1986, a ten-month secretary promoted to a twelve-month position shall receive vacation entitlement as set forth in Article XIII with entitlement amount based on the time of continuous employment with the

District inclusive of time in ten-month secretarial position.

B. TRANSFERS

1. An employee desiring a transfer to another assignment shall make such request in writing to the Personnel Office. The Assistant Superintendent for Business shall review the request and endeavor to place the employee in another position, if possible.
2. Involuntary transfers shall be made only when and if the best interest of the school system is served in the judgment of the Administration. The Assistant Superintendent for Business shall discuss the transfer with the employee and the Immediate Supervisor and shall make the final assignment in writing.

C. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin or sex and that all practices, procedures and policies of the school system shall clearly exemplify that there is no such discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement.

ARTICLE VII - EMPLOYEE EVALUATION

- A. At least once annually, each employee will be evaluated by the Principal/Immediate Supervisor.
  1. The annual evaluation will be formalized in an annual conference. The conference will consist of the Principal's/Immediate Supervisor's evaluation of work performance of the employee and any other matters which may be appropriate.
  2. Following the conference an annual evaluation report shall be forwarded to the office of the Assistant Superintendent for Business. This report shall include the evaluation by

the Principal/Immediate Supervisor and any other pertinent information resulting from the conference. Before the report is forwarded, it shall be signed by both the Principal/Immediate Supervisor and the employee. Signatures will mean only that a conference was held and that the items included were discussed. The employee shall receive a copy.

3. If the employee desires to submit additional material concerning the annual evaluation, he/she shall submit a copy to the Principal/Immediate Supervisor and to the Assistant Superintendent for Business for attachment to the evaluation report within ten (10) working days of the annual evaluation conference. A working day is any day the Administrative Office is open.

#### ARTICLE VIII - SICK LEAVE

- A. Absence with pay for personal illness will be allowed for up to ten (10) days per fiscal year for ten (10) month employees and twelve (12) days per fiscal year for twelve (12) month employees, accumulative from year to year. A "Personal" illness is defined as an illness of the employee. A "fiscal" year is defined as the period between July 1 and June 30.
- B. An employee who is continuously absent under the provisions of this sick leave policy for a period of ten (10) days or more must, if requested by the Assistant Superintendent for Business, provide a written statement from a properly licensed physician attesting to the duration of the illness.
- C. In the event an employee exhausts all available sick leave, a salary deduction shall be made for all days not worked at the rate of 1/20th of the employee's monthly salary.
- D. Extra sick leave may be granted by the Board on a case-by-case basis for those employees who have exhausted their earned sick leave entitlement and who suffer a catastrophic illness of extended duration. In considering each case it shall be the intent of the Board to recognize, among other

factors, the employee's years of service in the Millburn School District.

- E. As of September 30 of each year, each employee shall be notified in writing as to the number of sick days he/she has accumulated.
- F. A secretary leaving the employ of the Millburn School District who, at the time of separation, becomes officially retired under provisions of the retirement plan and commences at that time to receive retirement pension benefits under the plan will also receive reimbursement from the School Board for a fraction of unused sick days accumulated during the course of employment in the Millburn School District. Early retirement prior to age 55 or a deferred retirement is not eligible for reimbursement under this provision. However, for secretaries in the employ of the Board who are eligible to retire who die prior to such retirement, payment of the entitlement at time of death shall be made to the estate of the deceased. The fraction of accumulated unused days is one-half. The total maximum number of days for which payment may be made in each case is one hundred (100). For retirements which became effective during July 1, 1986-June 30, 1987 Contract year. The fraction of unused sick days so calculated will be reimbursed to the employee at the rate of twenty-five (\$25) dollars per day. For retirements during the 1987-1988 year the rate of reimbursement shall be thirty (\$30) dollars per day.

#### ARTICLE IX - PERSONAL ABSENCE

- A. Absence of up to five (5) days per year non-cumulative for personal, legal, household, or family obligations which cannot be performed at times other than working hours will be allowed with pay provided the absence is approved in advance by the Supervising Administrator and the Assistant Superintendent for Business.
- B. In requesting approval for personal absences, employees must submit the prescribed form for that purpose. The disapproval of a personal absence request shall not be grievable.

- C. Up to one day per year of the personal absence time may be for personal reasons which need be disclosed only to the Immediate Administrative Supervisor and, subject to the approval of the Immediate Administrative Supervisor, shall be accepted by the Assistant Superintendent for Business as sufficient reason for approving the absence.
- D. Personal absence time is non-cumulative.
- E. One day per year of the personal absence time may be taken by each secretary on the day of that person's birth date. Should a person's birthday occur on a day when offices are closed or when that person is not otherwise required to be present, an alternate personal day may be mutually agreed upon by the employee and the Supervising Administrator.
- F. All employees are expected to recognize their primary obligation to students and the operation of the schools. In the event, however, an employee is obliged to serve as a juror, the Board of Education provides as follows:
  - 1. Any employee who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Personnel Office one working day after receipt and upon presentation of satisfactory proof of such service rendered, shall earn full pay for and during the time the employee is required to be in attendance in Court.
  - 2. Any jury pay, including reimbursement by the court for travel or meal allowance shall belong to the employee.
  - 3. If the time required to be in court in any one day does not extend beyond 12:00 o'clock noon, the employee is required to report for work for the remainder of the day.

ARTICLE X - MATERNITY LEAVE

- A. It shall be the policy of the Board of Education to grant female employees a leave of absence without pay for reasons of maternity or adoption of an infant child according to the following provisions:
1. That such a leave of absence shall expire on June 30 of the school year in which the request was made.
  2. That an extension of such leave for a full school year will be granted upon written request of the employee and approval of the Board of Education.
  3. That a maximum of two (2), full year extensions be granted.
  4. That the exact dates of the leave be arranged, if possible, between the employee and his/her Immediate Supervisor and that these dates be considered in the light of what is best for the School District.
  5. It shall be the responsibility of the employee to notify her Immediate Supervisor of her pregnancy or plans for adoption as soon as she is aware of it.
  6. The Supervisor is to provide the employee with a copy of the policy and administrative procedures governing this type of leave following notification by the employee.
- B. In the event of a miscarriage, still birth, or other unfortunate event, the employee shall have the right to return to work. If the employee on leave has been replaced by a person under contract, sixty (60) days notice must be given to the Board of Education.
- C. The Board of Education shall, at its expense, provide health plan benefits for employees on leave for reasons of maternity or adoption of an

infant child consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers. Time spent on such leave will not be used as experience credit for advancement on the salary guide.

- D. Nothing contained herein shall be construed as obliging the Board to grant leaves of absence or extensions of leaves of absence to non-tenured employees except as may be required by law.
- E. The Board and the Association agree to modify the provisions of this Article during the terms of this Agreement as may be required by judicial decisions of the United States or New Jersey Supreme Courts which relate to maternity leave.
- F. Dental Plan benefits for employees on leave shall be provided consistent with Article XV of this Agreement and regulations established by the applicable insurance carriers.

#### ARTICLE XI - WORK DAY AND WORK YEAR

- A. Secretarial personnel are paid the regular contractual rate for a thirty-five (35) hour work week from Monday through Friday. Regular work days shall be seven (7) hours exclusive of a regularly scheduled duty free lunch period.
- B. "Overtime Work:" is defined as work performed in excess of the normal thirty-five (35) hour work week. No overtime work is to be undertaken without the prior approval of the School Principal or the appropriate Education Center Administrator.
- C. Time worked over thirty-five (35) hours but not more than forty (40) hours in a given work week, shall be paid at the regular contractual rate of pay. Time worked over forty (40) hours in any given work week shall be paid at the rate of 1-1/2 times the regular contractual rate of pay. Work performed on Sundays and on designated Holidays when schools and offices are closed shall be paid at the rate of 1-1/2 times the regular contractual rate of pay.

- D. When the Superintendent closes schools due to inclement weather all offices will be closed and no secretary need report to work.
- E. In the event the number of school closings due to inclement weather requires the Board to schedule extra days for instruction, secretaries will be required to comply with calendar changes without extra compensation.
- F. When schools are open, if conditions make reporting to work impossible, the employee is to inform his/her Immediate Supervisor of this fact as soon as possible. Such absence may be charged against the employee's personal absence time subject to the Principal's or Supervisor's recommendations and the approval of the Assistant Superintendent for Business.
- G. Procedure for early dismissal of employees for reasons of inclement weather shall be the same as those above. The Superintendent shall designate the time when secretaries may leave.
- H. Ten (10) month employees required to report to work prior to September 1 will be entitled to the benefits provided by this Agreement as if they had been required to report on September 1 or thereafter.
- I. A copy of the school calendar, as established by the Board, shall be provided for secretarial personnel and attached to the Agreement.

#### ARTICLE XII - VACATIONS

- A. Each twelve (12) month secretary who has been continuously employed for less than five (5) years shall receive one day of vacation for each month of continuous employment between July 1, and June 30, of any fiscal year provided that the total number of vacation days in any year shall not exceed ten.
- B. Each twelve (12) month secretary who has been continuously employed for five (5) or more years

shall receive fifteen (15) days vacation each year between July 1, and June 30.

- C. Each twelve (12) month secretary who has been continuously employed by the Board for ten (10) or more years shall receive twenty (20) days vacation each year between July 1 and June 30 of the year following that in which said vacation entitlement was earned.
- D. Earned vacation time as outlined in A, B and C shall be used by no later than June 30 of the year immediately following the year in which such vacation time was earned. Vacation days are not accumulative from year to year. Except for terminating employees, no financial reimbursement will be made for unused vacation days.
- E. An employee resigning his/her position shall give ten (10) working days notice. Earned vacation shall be paid according to the proportion of full months worked to the total Contract year, unless proper notice has not been given.
- F. The selection of vacation time requires the prior approval of the Immediate Supervisor, subject to the requirements of the work load. In the event of conflicting requests which would not permit the normal continuation of the work function, employment seniority of the employee will be considered.
- G. Forms for the selection and approval of vacations will be provided by the Personnel Office. All approved requests shall be returned to the Personnel Office by no later than May 31 of each year for the next year's vacation.

#### ARTICLE XIII - SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in the Schedule which is hereto attached and made a part hereof.
- B. Twelve (12) month employees shall be paid in twenty-four (24) equal semi-monthly installments

and ten (10) month employees shall be paid in twenty (20) equal semi-monthly installments.

1. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
  2. Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay which shall be placed in an interest bearing savings account in the employee's name in a summer payment plan.
- C. Employees hired prior to January 1 of any Contract year shall be eligible for a salary increment step in the following year.

#### ARTICLE XIV - DUES DEDUCTIONS FROM PAY CHECKS

- A. Professional or organizational dues will be deducted from the regular pay checks for each employee who requests in writing, on the proper form for that purpose, that his/her dues be deducted. Such written requests for deductions starting in September are to be submitted to the Personnel Office by July 1. One-tenth (1/10) of the annual total of dues will be deducted for each of the ten (10) months, September-June. Late requests for dues deductions will be honored up to October 31. The collection of dues from enrollments after October 31 will be the responsibility of the Association. Late requests for dues deduction that are too late for September checks will have two months deducted from the October check, or three (3) months from the November check, or four months from the December check, depending on which becomes the first possible month for deduction of dues. An employee will be continued on dues deduction from year to year unless he/she requests in writing to the Personnel Office, prior to July 1, that he/she be dropped from payroll dues deduction.
- B. In the event an employee leaves the employment of the Board of Education prior to the end of the

fiscal year, dues payments will terminate as of the last month of employment.

- C. A Representative Fee of 85% has been agreed to by the parties. The Association will provide a listing of non-Association members within a reasonable period of time after the commencement of the 1986-87 school year, to the Board.

The Board will transmit in timely fashion, in accordance with the present procedure for payroll deductions, monies due the Association under this Article.

The Association will indemnify the Board against all costs, and expenses, including attorney's fees, incurred in any employee claim, litigation or action against the Board arising from implementation of this Article. Legal counsel representing the Board shall be with the approval of the Association and the Association reserves the right to select the legal counsel to defend the Board.

#### ARTICLE XV - HEALTH BENEFITS

- A. The Board of Education shall provide one hundred percent (100%) of the cost of the health benefits on a family plan basis for the period July 1, 1986 through June 30, 1988 in the following or similar health benefit plans:

1. Blue Cross
2. Blue Shield
3. Rider "J"
4. Major Medical

If lesser coverage is more appropriate because of the employee's family status, such coverage will be provided in lieu of the family plan basis.

- B. The Board shall pay dental insurance premiums in the amount of three hundred eighty dollars and sixteen cents (\$380.16) per unit employee for coverage effective July 1, 1986 through June 30, 1987, in the same plan granted teachers. Dental

insurance provision for 1987-88 shall be as provided for teachers.

- C. Health and Dental Plan benefits for employees on leave of absence without pay are to be applied consistent with regulations established by the State Health Benefits Commission and applicable insurance carriers.
- D. Nothing stated herein shall prevent the Board of Education from securing comparable coverage, at its expense or saving, from other insuring agencies or companies.

#### ARTICLE XVI - SEPARABILITY

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.

#### ARTICLE XVII - TERM OF CONTRACT

- A. This Agreement shall become effective July 1, 1986 and shall continue in effect until and including June 30, 1988.
- B. Should the Board and the Association agree during the term of this Agreement to a mutually acceptable amendment it shall be reduced to writing, duly signed by the Board and the Association and appended to and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 23rd day of December , 1986 on their behalf.

The Board of Education  
of the Township of Millburn

By: Sandra N. Heimoff  
President

By: Paul D. Brennan  
Secretary

The Millburn Association of  
Educational Secretaries

By: Joan Murphy  
President

By: Alexis C. Waramakes  
Secretary

MILLBURN SECRETARIES

JULY 1, 1986\* - DEC. 31, 1986

<u>STEP</u>	<u>GROUP II-12MO.</u>	<u>GROUP II-10MO.</u>	<u>GROUP III-12MO.</u>	<u>GROUP III-10MO.</u>
1	15560	13070	13747	11547
2	15960	13400	14105	11848
3	16370	13750	14472	12156
4	16790	14110	14848	12472
5	17220	14470	15232	12794
6	17560	14750	15626	13125
7	18010	15130	16029	13464
8	18470	15520	16441	13810
9	18940	15910	16861	14163
10	19420	16320	17291	14524
11	19910	16720	17729	14892
12	20410	17140	18177	15268

Secretaries on Steps 1 thru 11 in 1985-86 are to advance one Step.  
Secretaries at Max Step in 1985-86 are at Step 12 1986-87

\* 12 Month Secretaries Increases Effective July 1, 1986  
10 Month Secretaries Increases Effective Sept. 1, 1986

MILLBURN SECRETARIES

JAN. 1, 1987\* - JUNE 30, 1987

<u>STEP</u>	<u>GROUP II-12MO.</u>	<u>GROUP II-10MO.</u>	<u>GROUP III-12MO.</u>	<u>GROUP III-10MO.</u>
1	15920	13370	14069	11817
2	16320	13710	14427	12118
3	16730	14050	14794	12426
4	17150	14410	15170	12742
5	17580	14770	15554	13064
6	17920	15050	15948	13395
7	18370	15430	16351	13734
8	18830	15820	16763	14080
9	19300	16210	17183	14433
10	19780	16620	17613	14794
11	20270	17030	18051	15162
12	20770	17450	18499	15538

Secretaries remain on Step for 1986-87 year

\* 12 Month Secretaries Increases Effective Jan. 1, 1987  
10 Month Secretaries Increases Effective Feb. 1, 1987

MILLBURN SECRETARIES

JULY 1, 1987\* - DEC. 31, 1987

<u>STEP</u>	<u>GROUP II-12MO.</u>	<u>GROUP II-10MO.</u>	<u>GROUP III-12MO.</u>	<u>GROUP III-10MO.</u>
1	-	-	-	-
2	17100	14360	15170	12750
3	17530	14720	15550	13070
4	17970	15090	15940	13400
5	18420	15470	16340	13740
6	18880	15860	16750	14080
7	19350	16250	17170	14440
8	19830	16660	17600	14800
9	20320	17070	18040	15170
10	20820	17490	18490	15550
11	21330	17920	18950	15940
12	21850	18350	19420	16330

Secretaries on Steps 1 thru 11 in 1986-87 are assumed to advance one Step in 1987-88. Secretaries on Step 12 remain on Step.

\* 12 Month Secretaries Increases Effective July 1, 1987  
10 Month Secretaries Increases Effective Sept. 1, 1987

MILLBURN SECRETARIES

JAN. 1, 1988\* - JUNE 30, 1988

<u>STEP</u>	<u>GROUP II-12MO.</u>	<u>GROUP II-10MO.</u>	<u>GROUP III-12MO.</u>	<u>GROUP III-10MO.</u>
1	-	-	-	-
2	17500	14700	15510	13035
3	17930	15060	15890	13355
4	18370	15430	16280	13685
5	18820	15810	16680	14025
6	19280	16200	17090	14365
7	19750	16590	17510	14725
8	20230	16990	17940	15085
9	20720	17400	18380	15455
10	21220	17820	18830	15835
11	21730	18250	19290	16225
12	22250	18690	19760	16615

Secretaries Remain on Step for 1987-88 Year.

\* 12 Month Secretaries Increases Effective Jan. 1, 1988  
10 Month Secretaries Increases Effective Feb. 1, 1988