

Contract # 388

MEMORANDUM OF AGREEMENT

**BETWEEN THE
PATERSON BOARD OF EDUCATION
AND THE
PATERSON ASSOCIATION
OF
EDUCATIONAL SECRETARIES**

1988 - 1991

ASSOCIATION OF EDUCATIONAL SECRETARIES

PATERSON, NEW JERSEY

PREAMBLE

This agreement entered into this 3RD day of February, 1989 by and between the Board of Education of the City of Paterson, New Jersey, herein called the "Board" and the Paterson Association of Educational Secretaries, herein called the "Association".

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following non-certified personnel employed by the Board under contract, on leave or to be employed by the board including:

Administrative Secretaries - Levels 1 and 2

High School Registrars

Data Entry Operators

Clerks - Business Accounts Department

Clerks - Payroll Department

School Secretaries

Secretaries assigned to Administration Building

Secretaries - Maintenance, Central Supply, Audio Visual Aids,
and Cafeteria

Telephone Operators

But excluding: All others

B. Unless otherwise indicated, the term, "members" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

**ARTICLE II
NEGOTIATION OF SUCCESSOR
AGREEMENT**

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of "members" employment. Such negotiations should begin no later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated upon ratification shall apply to all "members" be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A grievance is a claim by a member or the Association that there has been a violation with respect to the application or interpretation of the language of this agreement, Board Policy or of an administrative decision.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Days

The term "days" when used in this agreement shall, except where otherwise indicated, exclude Saturdays, Sundays, holidays, and vacations.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may

from time to time arise affecting members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Immediate Supervisor

A member with a grievance shall discuss it with her immediate supervisor within fifteen (15) days after its occurrence, or within fifteen (15) days of the date upon which the member became aware of such occurrence. If the grievance is not taken up within the number of days allotted, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis.

3. Level Two-Business Administrator

If the grievance is not resolved at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the member may file the grievance in writing with the Association within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may refer it to the Business Administrator. The Business Administrator shall review the matter and render a decision in writing within ten (10) days from the receipt of the grievance.

4. Level Three

If the Association or grievant is dissatisfied with the decision at Level Two, either party may within ten (10) days after receiving the answer from Level Two submit the grievance to binding arbitration. The arbitrator shall be selected according to the rules and procedures of the Public Employees Relations Commission with the costs of arbitration being shared equally by the parties.

The arbitrator's decision shall be final and binding upon both parties.

ARTICLE IV

TRANSFER PROCEDURES

A. Administrative Decision

When the Board or its designee believes that a transfer will be in the best interest of the school system, the following procedure will be followed:

1. The person(s) affected by such transfer shall be notified in writing at least fifteen (15) days, not to include vacation period, before said transfer will take effect.

2. The person(s) affected shall, upon written request, be given a conference with the administrator affecting the change.

B. Employee Request

An employee may request a transfer at any time provided such request be made in writing and sent to employee's immediate supervisor with copies to the Secretary-Business Administrator.

C. A list of any new job openings and promotional opportunities within the Board of Education, which a Secretary may be qualified for, shall be circulated to all secretaries two weeks before the position is to be filled so that all members will have an opportunity to apply.

All applications shall be in writing. The decision of the Secretary-Business Administrator shall be final.

**ARTICLE V
HOURS OF WORK**

A. Work Day

1. The normal work day shall be six and one half hours (6½) exclusive of the lunch period.

HOURS OF WORK

Regular Hours	Summer Hours
High schools (Inc. Registrars) 8:15-3:30 - 45 min. lunch	9-3:00 - ½ hr. lunch
Administrative Office 8:30-4:00 - 1 hr. lunch	9-4:00 - 1½ hr. lunch
Elementary-Primary Schools 8:00-3:00 - ½ hr. lunch	9-3:00 - ½ hr. lunch
Cafeteria 8:30-3:45 - 45 min. lunch	9-3:00 - ½ hr. lunch
Central Supply & Audio Visual 8:00-3:00 - ½ hr. lunch	9-3:00 - ½ hr. lunch
Switchboard 8:30-4:00 - 1 hr. lunch	9-4:00 - 1½ hr. lunch
School Maintenance	

As determined by the immediate supervisor

EXCEPTIONS:

1. Early switchboard operator.
2. Personnel, in high school, responsible for teachers' absences. Their time of arrival and dismissal will vary, but actual number of hours (exclusive of lunch) is 6½.

B. WORK WEEK

The regular work week shall be from Monday through Friday, except where holidays occur.

C. Administration Building Staff shall work two days during both Christmas and Easter vacation periods.

D. In the event of schools having early dismissal (12:45 P.M.) Administration Building Staff shall be dismissed at 1:00 P.M. without taking a lunch hour.

**ARTICLE VI
HOLIDAYS**

A. SCHOOL SECRETARIES

Holidays with pay shall be provided (during the school year) when schools are closed and students are not in session. Also included are holidays which occur during the summer months.

B. ADMINISTRATION BUILDING STAFF

HOLIDAYS WITH PAY SHALL BE PROVIDED AS FOLLOWS:

- a. All legal holidays and the Friday following Thanksgiving.
- b. All personnel shall be granted one day off for a Jewish Holiday when included in the school calendar. If the calendar includes the celebration of three (3) days for the Jewish Holiday they shall be permitted a choice of two (2) of these days off. Jewish Holiday shall refer to Rosh Hashonah and Yom Kippur.
- c. N.J.E.A. CONVENTION - upon request, may be excused to attend the Convention. Secretaries not attending the N.J.E.A. Convention shall receive one day off with pay during the Convention. Should a legal holiday occur during the Convention, it shall be provided with pay.
- d. Personnel who report on "snow days" shall receive a day off at a subsequent date. Personnel unable to report to work shall not be charged with a "sick day".
- e. All Administrative Building Staff shall be entitled to six compensatory days per year, to be taken within a current year.

**ARTICLE VII
VACATIONS**

- A. All employees in the unit are entitled to four (4) weeks annual vacation after the completion of one (1) full year of employment as follows:

1. SCHOOL SECRETARY (PRIMARY; ELEMENTARY; CENTRAL SUPPLY AND AUDIO VISUAL AIDS):

Vacations must be taken during the months of July and August but may not include the two (2) week period following the official closing of the school or the two (2) week period prior to the opening of the school.

2. SCHOOL SECRETARIES AND REGISTRAR - HIGH SCHOOLS:

Vacations must be taken during the months of July and August as scheduled with the Registrar and the schedule must provide for daily coverage during the months of July and August.

3. ADMINISTRATIVE BUILDING STAFF - (including SWITCHBOARD)

SCHOOL MAINTENANCE:

Vacations with the approval of the Department Supervisor must be taken within a current year.

4. CAFETERIA:

Cafeteria - same as school secretaries

5. ALL VACATIONS MUST BE TAKEN WITHIN A CURRENT YEAR.

The aforementioned personnel will be entitled to the following vacation time effective July 1, 1979:

<u>STARTING DATE</u>	
July 1st (or prior to) 1978	4 weeks
August, September, October	3 weeks
November, December	2 weeks
January, February, March	1 week
April, May, June	none

ARTICLE VIII

SICK LEAVE - PERSONAL LEAVE

A. Accumulative

All employees in the unit shall be entitled to fifteen (15) sick or personal days, not less than ten (10) of which shall be for illness nor more than five (5) for personal reasons. Any of the unused days shall be accumulated from year to year as sick leave days with no maximum limit.

B. Non Accumulative

Nonaccumulative sick leave benefits may be allowed to members according to the following schedule:

1. 10 Years Service

After the completion of ten years of service, and up to and including their twentieth year of service be eligible to receive forty (40) days in addition to any and all accumulative standing to their credit less \$9.00 per day.

2. 20 Years Service

After the completion of twenty years of service, and up to and including the thirtieth year of service be eligible to receive sixty (60) days in addition to accumulated days less the sum of \$9.00 per day. At the end of the thirtieth year all such days not required shall be cancelled.

3. 30 Years Service

After completion of thirty years of service and until such employee leaves the employ of the Board by virtue of resignation or retirement, said employee may be eligible to receive an additional eighty (80) days less \$9.00 per day.

4. Reimbursement

In order to receive reimbursement in accordance with the terms of this Article, for days in addition to the Accumulative days, employees shall present in writing a request for such adjustment accompanied by a medical certificate setting forth therein the nature of the illness and the number of days that were required to recover from said disability.

C. Physician's Certificate

A physician's certificate may be required by the Board for personal illness after four (4) consecutive days.

D. Limits

1. Absences before and after a holiday shall be limited to personal illness or death leave. Any application for absence during these periods for reasons other than a personal illness or death leave, shall be subject to approval by the Secretary-Business Administrator in advance of the proposed absence.

2. Except for illness, absences are not authorized for more than three (3) consecutive days, unless prior approval is obtained from the Secretary-Business Administrator.

3. Notice of absence shall be given as far in advance as is practicable, since the parties recognize it is necessary for the Board of Education to operate at maximum efficiency.

**ARTICLE IX
BEREAVEMENT LEAVE**

A. Employees shall be entitled to the following non accumulative leave of absence with full pay for each year.

1. Four (4) days for spouse, child, parents, siblings, grandparents or spouse's parents.
2. Three (3) days for related members living in your immediate household.
3. Dates are to be counted by calendar days.

**ARTICLE X
EXTENDED LEAVES OF ABSENCE**

A. A leave of absence without pay of up to one (1) year may be granted to an employee for personal reasons or good cause. Such leave shall be requested in writing and may be granted at the discretion of the Board.

B. All extensions or renewals of leaves shall be applied for and granted in writing.

**ARTICLE XI
HEALTH - MEDICAL BENEFITS**

A. Employees shall receive the same health and medical benefits as heretofore as well as any benefits received by the other employees of the Board of Education.

B. The Board reserves the right to change carriers so long as benefits enjoyed by the members of the Association are not reduced.

**ARTICLE XII
SALARIES**

A. Salary Schedule

The salaries of all employees covered by this agreement is set forth in the attached schedule.

B. Salary Equalization

School Secretaries guide will be increased on each step to equal with Administrative Personnel guide beginning July 1, 1990, the second year of this agreement.

The increment steps by which personnel advance on the salary schedule are earned increments. An earned increment for employees engaged on a calendar year basis is a recommended increment earned by satisfactory active service of not less than 150 days during the year for which the increment is given.

ARTICLE XIII RETIREMENT ALLOWANCE

Effective September 1, 1982, employees who retire under the Public Employee's Retirement System shall receive a lump sum payment according to the following formula and procedure:

XIII: 1-1 - 1985-1986 Year

Two (2) days salary for every five (5) days of unused sick leave up to a maximum of sixty (60) days.

1986-1987 Year

Two (2) days salary for every five (5) days of unused sick leave up to a maximum of seventy (70) days.

1987-1988 Year

One (1) day salary for every two (2) days of unused sick leave up to a maximum of eighty (80) days.

XIII: 1-2

No payment shall be made under this section unless the retiring employee has at least forty (40) days of unused sick leave available as of the retirement date.

XIII:1-3

Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 1/200th.

XIII:1-4

Payment shall be made within thirty (30) days following the employee's effective date of retirement.

XIII:1-5

In the event of death, the employee's estate shall receive said payment.

XIII:1-6

Retirement allowance benefits for staff members covered by this Agreement shall be established as set forth above, and shall be adjusted to conform to other Paterson Board of Education bargaining unit allowances should said allowances reflect improved benefits over those established herein.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

The Board retains all rights it had prior to the signing of this Agreement, except as such rights have been specially relinquished or abridged in this Agreement.

SAVINGS CLAUSE

If any provision of this 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 force and in effect.

COMPLETENESS OF AGREEMENT

This agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues which were or could have been the subject of negotiation.

**ARTICLE XV
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1st, 1988, and shall continue in effect until June 30th, 1991.

In Witness Whereof, the parties have hereunto set their hands and seals this ~~3rd~~ day of ~~FEBRUARY~~, 1989.

PATERSON ASSOCIATION OF EDUCATIONAL SECRETARIES

Signed: _____

Rosalind De Maria, President

PATERSON BOARD OF EDUCATION

Signed: _____

Elease Evans, President

Edward P. Migliaccio
Secretary-Business Administrator

SECRETARY TO THE SECRETARY
SECRETARY TO THE SUPERINTENDENT

<u>Steps</u>	<u>1988 - 1989</u>	<u>1989 - 1990</u>	<u>1990 - 1991</u>
0	13,432.	14,507.	15,668.
1	14,273.	15,415.	16,648.
2	15,115.	16,324.	17,630.
3	15,956.	17,232.	18,611.
4	16,795.	18,139.	19,590.
5	17,634.	19,045.	20,569.
6	18,478.	19,956.	21,552.
7	19,319.	20,865.	22,534.
8	20,158.	21,771.	23,513.
9	21,001.	22,681.	24,495.
10	21,841.	23,588.	25,475.
11	22,682.	24,497.	26,457.
12	23,523.	25,405.	27,437.
13	24,364.	26,313.	28,418.
14	25,204.	27,220.	29,398.
15	27,605.	29,813.	32,198.

LONGEVITY

700. after 10 years

750. after 15 years

800. after 20 years

**ASSISTANT SECRETARY TO SUPERINTENDENT
ASSISTANT SECRETARY TO SECRETARY**

<u>Steps</u>	<u>1988 - 1989</u>
0	12,376.
1	12,993.
2	13,611.
3	14,230.
4	14,848.
5	15,466.
6	16,083.
7	16,703.
8	17,321.
9	17,939.
10	18,558.
11	19,175.
12	19,793.
13	20,412.
14	21,030.
15	22,983.

LONGEVITY

700 after 10 yrs.
750 after 15 yrs.
800 after 20 yrs.

REGISTRAR - HIGH SCHOOL

<u>Steps</u>	<u>1988 - 1989</u>
0	12,088.
1	12,706.
2	13,324.
3	13,934.
4	14,561.
5	15,178.
6	15,796.
7	16,415.
8	17,033.
9	17,650.
10	18,269.
11	18,887.
12	19,505.
13	20,125.
14	20,742.
15	22,696.

LONGEVITY

\$700. after 10 years

\$750. after 15 years

\$800. after 20 years

ASSISTANT SECRETARY TO SUPERINTENDENT
ASSISTANT SECRETARY TO SECRETARY
REGISTRAR - HIGH SCHOOL

<u>Steps</u>	<u>1989 - 1990</u>	<u>1990-1991</u>
0	13,366.	14,435.
1	14,034.	15,157.
2	14,701.	15,877.
3	15,360.	16,589.
4	16,037.	17,320.
5	16,703.	18,039.
6	17,301.	18,685.
7	18,039.	19,482.
8	18,707.	20,204.
9	19,373.	20,923.
10	20,042.	21,645.
11	20,709.	22,366.
12	21,376.	23,086.
13	22,046.	23,810.
14	22,712.	24,529.
15	24,823.	26,809.

LONGEVITY

700 after 10 yrs.
750 after 15 yrs.
800 after 20 yrs.

SCHOOL SECRETARIES

<u>Steps</u>	<u>1988 - 1989</u>
0	11,484.
1	12,016.
2	12,549.
3	13,079.
4	13,611.
5	14,144.
6	14,676.
7	15,207.
8	15,739.
9	16,271.
10	16,803.
11	17,335.
12	17,868.
13	18,399.
14	18,930.
15	20,713.

LONGEVITY

700. after 10 years

750. after 15 years

800. after 20 years

SECRETARY - ADMINISTRATIVE OFFICE

<u>Steps</u>	<u>1988 - 1989</u>
0	11,772.
1	12,303.
2	12,836.
3	13,368.
4	13,900.
5	14,431.
6	14,963.
7	15,495.
8	16,027.
9	16,559.
10	17,090.
11	17,622.
12	18,155.
13	18,687.
14	19,218.
15	21,001.

LONGEVITY

700. after 10 years

750. after 15 years

800. after 20 years

SCHOOL SECRETARIES

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SECRETARY - ADMINISTRATIVE OFFICE

<u>Steps</u>	<u>1989 - 1990</u>	<u>1990 - 1991</u>
0	12,714.	13,731.
1	13,287.	14,350.
2	13,863.	14,972.
3	14,437.	15,592.
4	15,012.	16,213.
5	15,585.	16,832.
6	16,160.	17,453.
7	16,735.	18,074.
8	17,309.	18,694.
9	17,884.	19,315.
10	18,457.	19,934.
11	19,032.	20,555.
12	19,607.	21,176.
13	20,182.	21,797.
14	20,755.	22,415.
15	22,609.	24,418.

LONGEVITY

700. after 10 years

750. after 15 years

800. after 20 years

DATA ENTERER

<u>STEPS</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
0	12,058.	13,023.	14,065.
1	12,591.	13,598.	14,686.
2	13,123.	14,173.	15,307.
3	13,656.	14,748.	15,928.
4	14,187.	15,322.	16,548.
5	14,719.	15,897.	17,169.
6	15,251.	16,471.	17,789.
7	15,782.	17,045.	18,409.
8	16,314.	17,619.	19,029.
9	16,847.	18,195.	19,651.
10	17,377.	18,767.	20,268.
11	17,910.	19,343.	20,890.
12	18,442.	19,917.	21,510.
13	18,975.	20,493.	22,132.
14	19,505.	21,065.	22,750.
15	21,289.	22,992.	24,831.

LONGEVITY

700. after 10 years

750. after 15 years

800. after 20 years

TELEPHONE OPERATORS

<u>Steps</u>	<u>1988 - 1989</u>	<u>1989 - 1990</u>	<u>1990 - 1991</u>
0	11,054.	11,938.	12,893.
1	11,585.	12,512.	13,513.
2	12,118.	13,087.	14,134.
3	12,649.	13,661.	14,754.
4	13,180.	14,234.	15,373.
5	13,713.	14,810.	15,995.
6	14,245.	15,385.	16,616.
7	14,775.	15,957.	17,234.
8	15,308.	16,533.	17,856.
9	15,840.	17,107.	18,476.
10	16,372.	17,682.	19,097.
11	16,903.	18,255.	19,715.
12	17,436.	18,831.	20,337.
13	17,968.	19,406.	20,958.
14	18,499.	19,979.	21,577.
15	20,282.	21,905.	23,657.

LONGEVITY

\$700. after 10 years

\$750. after 15 years

\$800. after 20 years