

**AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF PASSAIC, NEW JERSEY
AND
THE PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES**

**school years
2000-2001, 2001-2002, 2002-2003, (retroactively)
2003-2004 and 2004-2005.**

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(Alphabetical Listing)**

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**AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF PASSAIC, NEW
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AND
THE PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES**

PREAMBLE

The negotiating committee of the Passaic Association of Educational Office Professionals and the negotiating committee of the Passaic, New Jersey Board of Education have agreed to the following settlement of negotiations between them for the school years of 2000-2001, 2001-2002, 2002-2003, (retroactively) 2003-2004 and 2004-2005. This agreement is entered into this 10th day of December, 2002, by and between the Passaic Association of Educational Office Professionals, hereinafter called the "Association" or "PAEOP" and the Board of Education, Passaic, New Jersey, hereinafter called the "Board."

WITNESSETH:

WHEREAS, the parties hereto have negotiated a successor Agreement covering the period from July 1, 2000 through June 30, 2005.

**ARTICLE 1
RECOGNITION**

A. Unit

The Board hereby recognizes the "Association" as the exclusive representative for purposes of collective negotiations concerning grievances and terms and conditions of employment for all unit secretarial personnel, including all of the following positions:

1. Elementary School
2. Middle School
3. High School
4. Central Office
5. Executive Assistant to the Superintendent
6. Executive Assistant to the Assistant Superintendent(s)

B. Definition

Unless otherwise indicated, the term "Office Professional", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in our Section A, exclusive of Bookkeeper, Accounts Payable Manager, and Payroll Coordinator.

C. Agency Shop

The payroll department shall assess all staff covered by this Agreement who are not on PAEOP membership rolls each school year at the agency fee rate. These deductions shall be in compliance with New Jersey State Statute.

1. The payroll department shall assess all staff covered by this Agreement who are not on PAEOP membership rolls as of September 30th of each school year at the 85% rate. Those staff members shall have a double deduction during the month of October and a monthly deduction of 10% of total annual assessment each month thereafter.
2. The payroll department shall transit Agency Shop assessments monthly to the PAEOP on separate reporting form.
3. At the time of initial hearing, each new employee shall be informed by the payroll department as to the existence of the Agency Shop. For new employees hired by September 1st of each school year, an election of dues deduction or Agency Shop assessments shall be made prior to September 30th. For employees who are hired during July, August or after September 1st, an election of dues deductions or Agency Shop deductions shall be made during the first thirty days of employment.
4. All deductions under the Agency Shop shall be in accordance with Ch.477, P.L. of 1979.
5. The PAEOP will certify to the Board prior to the start of each school year that the amount of the representations fee to be assessed does not exceed the 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment or applied toward the cost of benefits available only to members of the majority represented.
6. The Passaic Board of Education is hereby held harmless from any litigation and or legal fees between the PAEOP and its members and/or non-members as a result of Agency Shop administration.
7. In compliance with Ch. 477, P.L. 1979, the PAEOP has adopted the required Demand and Return System.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree that they shall comply with the regulations prescribed by PERC for the commencement of all negotiations.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and submit proposals and counter-proposals. Each party shall promptly make available to the other, upon request, any non-confidential information within its possession required for continuing negotiation of its respective proposals. Either party may, if it desires, utilize the services of consultants, or may call upon professional or other lay representatives to assist in the negotiations.

C. During the term of this Agreement, should the Board desire to adopt policy or make a change in existing policy which affects the terms and conditions of employment, the Board will notify the Association of its intention, and the Association shall have the right to negotiate with the Board for a mutually acceptable change in such policy.

ARTICLE III **GRIEVANCE PROCEDURE**

A. Definition

A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting a secretary or group of secretaries.

B. Purpose

1. 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 the welfare or terms and conditions of employment of employees, except that this procedure shall not apply to non-renewal of nontenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. 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 participation by the Association, provided 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 and to state its views.

C. Procedure

1. All grievances must be filed within 60 days of the date of the cause of the grievance or within 60 days of the time the Association or grievant became aware of the complaint exclusive of breaks in the school calendar. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be July 1 to June 30 of each contract year.

2. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the official PAEOP

grievance form. If a grievance affects a group or class of secretaries, the Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.

3. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievances shall be filed directly into arbitration unless both parties mutually agree.

4. Level One

Should Level One be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior within ten (10) calendar days of the date of the grievance form. In the event of dual superiors (i.e., a building principal and a supervisor or director), the Association will determine which has the authority to resolve the grievance and submit the official grievance to that party with a courtesy photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within ten (10) calendar days of the receipt of the grievance.

5. Level Two

Should Level Two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within ten (10) calendar days of the date of the grievance form, or if the grievance has passed through Level One, it shall be presented to the Superintendent within ten (10) calendar days of being returned to the Association. In either case, the Superintendent shall render his decision and return the grievance to the Association by U.S. Mail within ten (10) calendar days.

6. Level Three

If the grievance is not resolved to the satisfaction of the grievant at Level Two, or if no decision has been rendered by the Superintendent within ten (10) calendar days of his/her receipt of the grievance, the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures 7(a) or 7(b) as outlined below. Between submission of a grievance to arbitration, or after the Superintendent rejects the grievance, the PAEOP shall meet with the Superintendent in an attempt to settle the grievance prior to the arbitration hearing itself.

7. (a) Contract Arbitrator

The parties agree that they will utilize the services of a single arbitrator for the duration of the agreement, as provided below. The arbitrator shall operate in an expedited format. In each year of the agreement, there shall be at least four (4) arbitration hearings on mutually agreed dates, or fewer if mutually agreed by the parties. Every effort will be made to establish the hearing dates in advance of the forthcoming school year. The hearings will be held at the administrative offices of the Passaic Board of Education at 9:30 a.m. on each arbitration date. The Association will be entitled to have present for the hearings its President and one other officer with no loss of pay or leave days. No

individual grievant will be required to be present at these expedited hearings, unless requested by the Board or the Association.

The following procedure will govern the selection of a new contract arbitrator:

1. Each party will prepare and exchange a list of arbitrators for consideration as the contract arbitrator. The list provided by each party will include not more than seven (7) arbitrators who must have experience in the field of public education. The initial exchange of lists will take place by January 31, 2003.
2. Each party will have fifteen (15) calendar days from the date the lists are exchanged to strike the names from the list of potential arbitrators. The parties will meet and discuss any remaining arbitrators on the list in an effort to select the contract arbitrator.
3. The arbitrator who is selected will serve as the contract arbitrator for a period to expire on June 30, 2004. This term will automatically renew annually for an additional one-year term unless either the Association or the Board gives at least 90 days notice that it intends to dismiss the contract arbitrator at the end of that term. Upon such notice, the parties will follow the procedure listed above with the lists being exchanged within fifteen (15) days of the date of notice of intent to dismiss the current arbitrator.

Should this process not produce an agreed upon arbitrator, the parties will solicit a list of arbitrators for PERC and select an arbitrator in accordance with PERC rules, who will then serve as arbitrator on an ad-hoc basis.

8) Restrictions For Arbitrator

- a. 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.
- b. Arbitration is limited to the interpretation of the written Agreement between the parties.
- c. The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.
- d. The findings of the arbitrator shall be binding on the parties.
- e. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within 30 days of the completion of the arbitration hearings.

f. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Costs

1. Each party will share the total costs incurred by arbitration.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

E. Miscellaneous

1. During the processing of a grievance or after a final decision, 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.

2. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. The arbitration hearings will be scheduled at 4:30 p.m. to provide minimal interference in the working hours of the employees required to be present at the hearings. However, should circumstances necessitate moving the hearing earlier during the school day, there shall be no loss of pay suffered by reasons thereof by the aggrieved, or his/her representatives, if they should be employees of the Board.

ARTICLE IV EMPLOYEE RIGHTS

A. All employees shall have the right to periodically review their personnel file as maintained by the Board in accordance with Section B of this Article. The Board agrees to make all files pertaining to the individual available upon request with the exception of Employer's Confidential Reports. (These are comments made by former employers which cannot be made available without the employer's consent.)

B. The Board further agrees to maintain only one Personnel file for each employee and to make that file available upon request.

C. Appointments must be made with the Superintendent's Office at least three days in advance for reviewing files.

D. Whenever any employee is required to appear before any administrator or supervisor, or the Board concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary pertaining thereto, he/she shall be given prior written notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise and represent him/her.

E. Supervisors and administrators shall not question, criticize, or discipline an employee's performance in the presence of students, parents and/or other employees.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association shall have the privilege to schedule meetings within school buildings during lunch hour, after work, or at other times, providing same does not interfere with or interrupt the normal operation of the school, and obtain the consent of the school principal. Prior notice shall be given by the Association in reasonable time to the principal of the school building and the Superintendent of Schools.

B. The Association shall be privileged to use the intra-delivery service for the purpose of making available materials and communications dealing with Association business to its membership, providing same does not incur costs to the Board.

C. Release Time for the Association's President/Vice-President and/or designee(s) to attend to Association Business.

1. The elected President/Vice-President and/or his/her designee(s) shall be granted no more than eighty (80) collective hours each school year with pay for the purpose of executing Association business. This may include, but not be limited to, visiting schools, investigating emerging problems, performing organizational duties, and preparing for negotiations.

2. The hours herein above shall not be charged to accumulated sick/personal leave days, but shall be in addition to any other days granted in this Agreement.

3. Except in emergencies, at least two (2) days advance notification will be given to the Superintendent.

D. Subject to proper written application thereof to the Superintendent of Schools, the Board may, in its discretion, grant leaves of absence with pay to members of the Association engaged in Association business, attending Association conferences or conventions, or serving as a full-time officer of the Association.

**ARTICLE VI
BOARD'S RIGHTS**

A. The Board reserves unto itself, sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees, with just cause(3) to relieve employees from duty with just cause and (4) to determine methods, means and personnel by which school district operations are to be conducted.

B. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance, except as provided in this Agreement.

**ARTICLE VII
SENIORITY, VACANCIES AND JOB SECURITY**

A. Seniority

Seniority is defined as the length of service of an appointed employee commencing from the date of his/her first appointment to an existing vacancy. In the event of a reduction in the number of employees due to the economy, the discontinuance of a school facility or its re-location, or for good cause, the employees of the Association shall be laid off in the inverse order of seniority, the last hired shall be the first fired.

B. Vacancies

Whenever a vacancy occurs in any bargaining unit position, a notice thereof shall be posted in all schools listing qualification, scale and duties, and allowing a minimum of ten (10) working days between posting and filling such vacancy. Each posting of a vacancy shall contain instructions for making application, and the deadline date for such applications, with copy of posting being submitted to the President of the Association.

The qualifications for the position, its duties and the rate of compensation shall be clearly set forth. If the Board changes the qualifications for such posted openings, the Association is to be notified immediately.

C. Job Security

In the event of lay-off being deemed necessary by the Board, the employee thus laid off shall recall rights for one year following the lay-off should a position of similar classification in our unit become available.

**ARTICLE VIII
WORKING YEAR**

A. Regular Working Hours

1. Elementary School
8:00 a.m. to 4:00 p.m.
2. High School
8:00 a.m. to 4:00 p.m.
6:30 a.m. to 2:30 p.m. - secretary who calls substitutes
3. Administration Building
8:00 a.m. to 4:00 p.m.

B. One Session Day

When students and professional staff have a scheduled one session day, with the exception of one session days at the end of the student school year, Secretaries will work from 8:00 a. m. to 1:00 p.m. (Secretaries who call substitutes will work 6:30/7:30 a. m. to 11:30 a.m./12:30 p.m. respectively. It is understood that the hours for one session days at the end of the student school year are 8.00 a. m. to 4: 00 p.m.)

Unscheduled One Session days caused by inclement weather or other unanticipated conditions may result in employees being required to remain at work until all children have been picked up from school.

C. Summer Hours

1. School secretaries summer hours will be from 8:00 a.m. to 3:00 p.m., if and when remaining in school buildings. All other secretaries' summer hours will be 8:30 a.m. to 3:30 p.m. Summer working hours will be in effect from the day after school closes in June to and including the last working day prior to Labor Day.

D. Lunch Hour

- I. All secretaries shall be entitled to one continuous hour for lunch.

E. Vacation Entitlement

1. All vacations shall be scheduled during the summer months, if feasible, starting from the beginning of the week. However, in those instances where employees having a twelve (12) month work year are unable to take their full vacation during the summer months because of job requirements, any vacation time entitled from the previous school year and unused by the opening of school in September, may be taken up to the end of June 30 of the ensuing year, at such period as selected by the employee, but subject to the approval of the Administrator and concurred in by the Superintendent of Schools.

2. The vacation schedule for secretaries hired on or after September 1, 1965, shall be as follows:
 - a) Up to one year of service, one (1) working day vacation for each month of service through June 30th, not to exceed ten (10) working days.

- b) After one year of service, ten (10) working days vacation per year.
- c) After two years of service, fifteen (15) working days vacation per year.
- d) After three years of service up until 10 years of service, twenty (20) working days vacation per year.
- e) After ten years of service, twenty-two (22) working days vacation per year.
- f) After fifteen years of service, twenty-five (25) working days vacation per year.
- g) After twenty years of service, thirty (30) working days vacation per year.

3. For people hired after September 1, 1995, vacation schedule shall be:

- a) After 1 year and up to 5 years of service, ten (10) working days vacation per year.
- b) After 5 years and up to 10 years of service, fifteen (15) working days vacation per year.
- c) After 10 years and up to 15 years of service, twenty (20) working days vacation per year.
- d) After 15 years of service and up to 20 plus years of service, twenty-five (25) maximum vacation days per year.

4. If a recognized holiday occurs during an employee's vacation, the employee shall be granted an additional day off. Independence Day and Labor Day shall be considered a holiday and not a vacation day for all employees.

5. During the Christmas and Easter recesses all employees shall not work and shall normally be given the time off. Secretaries shall be on call for the Christmas and Easter vacation periods. If required to work, they will be paid for their time at the straight time per diem rate. Advance notice shall be required and provided by immediate supervisors if employees are required to work.

6. When schools are closed because of inclement weather or any other reason on a day that is not a legal holiday, a secretary who has scheduled a vacation day will be entitled to retain that day for future use.

7. The closing of schools for inclement weather shall not apply to secretaries and said secretaries may be required to work when offices remain open.

8. Any employee who arrives more than fifteen (15) minutes after their established starting time will be considered tardy. Any employee who is late for work more than five (5) times per semester shall be penalized in accordance with the following schedule:

Support Staff

6th lateness	\$25
7th lateness	\$25
8th lateness	\$37.50
9th lateness	\$37.50
10th lateness	\$50
11th lateness	\$50
12th lateness	\$100

For the purpose of this section, a semester shall be defined as the period from July 1st through December 31st and January 1st through June 30th.

The penalties listed above are in addition to any other rights the district may have under the law.

ARTICLE IX LEAVES

A. Maternity Leave

1. All employees who are pregnant shall notify the Board as to the dates required for Maternity Leave. A tenured employee may apply for a leave of absence, without pay, from her duties for a period of up to but not to exceed one (1) calendar year. A non-tenured employee who is employed on an annual basis shall be entitled to a leave of absence within the terms of her annual employment contract. The employee's personal physician shall be the determining agent for commencing and terminating this leave.

Requests for such leave shall be submitted in writing to the Superintendent of Schools a minimum of thirty (30) days prior to its effective date.

2. An employee may declare herself as being "disabled" during the thirty (30) calendar days immediately preceding and the thirty (30) calendar days immediately following the birth. During this period of disability, the employee may utilize accumulated sick leave if the required amount of sick leave exists in the employee's account. An employee may opt for this disability and apply for no other form of leave. In such cases, the employee may commence and terminate the disability according to the above formula with no other restrictions as to commencing and termination dates. The Board shall have the right to request and obtain a physician's certificate certifying as to the disability.

3. Upon return, the secretary will be placed on the same step and guide in effect when her leave first commenced, with all benefits previously accrued. If the secretary served six (6) full months prior to executing her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.

4. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees.

5. If such member of the unit does not have tenure, the period of maternity leave shall not count toward her tenure entitlement.

B. Sick Leave

Sick leave is defined as an absence on "working days" of any employee because of personal illness or injury.

1. All employees covered by this Agreement shall be entitled to fifteen (15) sick leave days with pay per year, five (5) of which may be used for personal leave. Unused sick days may be accumulated

by each employee during the period of his/her employment and be considered as cumulative. In the event that an employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his/her accumulated sick leave, if any exists. If the employee has no sick days accumulated from past years, it will then be charged against current personal business days. Employees shall be given a written account of their accumulated sick leave days no later than August 30th of each school year.

2. Absences due to exclusion from work by health authorities because of exposure to a contagious or infectious disease at his/her residence, or while discharging his/her assigned responsibilities, shall not be charged against his/her sick leave and no deduction of salary shall be imposed for loss of time from work.

3. Absences not due to sickness, and not otherwise provided for, shall constitute just ground for loss of daily wage by such employee during the period of absence. Employees represented by the unit shall be granted three (3) days per year in which they can leave at 1:00 p.m. without taking a lunch break, which absence would constitute a full day's work without loss of pay or chargeable time.

4. Compensation for accumulated sick leave for PAEOP members upon retirement will be paid as follows: 1-50 days/\$25.00 per day, 51-100 days/\$75.00 per day and 101 days and above/\$100.00 per day. Maximum to be paid \$15,000. 00.

5. Perfect Attendance

The Board agrees to award each employee who has had perfect attendance each semester, at the rate of \$300.00 a semester for the duration of this contract. Semester shall be defined as the period from July 1st through December 31st and January 1st through June 30th.

C. Extended Sick Leaves

1. When the absence of an employee exceeds the annual sick and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case.

2. All requests for prolonged leaves of absence based upon illness beyond the limitations herebefore prescribed, must be submitted to the Superintendent of Schools in writing with a medical certificate attached thereto. Leaves for prolonged illness may be granted by the Board for an entire term, or up to one year, and renewed at the discretion of the Board for an additional period of time. Under such circumstances, the Board reserves the right to require the employee applicant to submit to a thorough medical examination by the Medical Inspector of the Board.

3. An application by an employee for a prolonged leave of absence shall be accompanied by a medical report from employee's treating physician, said report shall state the nature of the illness or disability, with a specified recommendation that subject employee be relieved of his/her duties

pending discharge from treatment. Such requirement, however, may be waived by the Superintendent of Schools for cause.

4. In the event of extended illness, the Board agrees to hire sufficient qualified personnel to prevent an unreasonable work load on the return of the secretary.

5. Employees in their last year of employment not be permitted to exhaust accumulated sick days. Any employee out for any period of time will have to justify his/her absence with a physician's certificate, subject to a concurrence of a Board selected physician.

D. Accelerated Termination of Leave of Absence

If an employee on leave of absence makes a written request for the termination of his/her leave of absence at an earlier date than fixed by the Board, such written request shall be accompanied by a medical report of his/her treating physician recommending return to duty of said employee. Such request shall require the additional approval of the Medical Inspector of the Board, and the granting of the request shall be at the discretion of the Board and the Superintendent of Schools consistent with the needs and interests of the school system.

1. A claim of illness shall be certified to in writing by the attending physician within 30 calendar days.

2. An employee must file an application for reinstatement at least 30 days prior to the expiration date of a leave of absence granted for personal illness; and not less than 10 days before termination date of such leave, the employee must submit a written report from his/her attending and treating physician, concurred in by the school Medical Inspector, certifying that subject patient employee has been discharged from further treatment and that he/she is physically able to resume his/her duties upon expiration of his/her leave of absence.

E. Bereavement Leave

In the event of death in the immediate family, all employees shall be granted allowance, without loss of pay, for absence as hereinafter stated:

1. All allowance may be taken at any time, either before death, after death, or in any combination of the two, within a period of two weeks, beginning one week before the death and ending one week after the death. Legal adoption and step-relationships shall constitute the same relationships as blood relations.

a. A total of five (5) consecutive working days absence shall be granted for death of the following:

(1) Employee's parents, grandparents, spouse, children, grandchildren and persons residing as a member of the household of the employee.

(2) Brothers and sisters of the employee, and the parents of the employee's spouse.

b. One (1) day's absence shall be granted to attend the funeral of any of the following:

- (1) Uncles, aunts, nieces, and nephews of the employee.
- (2) Brothers-in-law and sisters-in-law of the employee.
- (3) Sons-in-law and daughters-in-law of the employee.
- (4) Grandparents of the employee's spouse.

F. Family Leave Act

A Leave of Absence without pay in accordance with statute, shall be granted for the purpose of caring for a sick member of an employee's immediate family or family member resident in the employee's home upon presentation of a physician's letter stating such a need exists.

G. Other Leaves

The Board may, in its sound judgment and discretion, grant other types or forms of leaves not previously covered herein, with or without full salary, or partial salary, when it believes such leave is warranted and is not inconsistent with the best interest of the school system.

ARTICLE X INSURANCE PROTECTION

A. The Board agrees to pay premiums for each secretary under contract covered by this Agreement and his/her immediate family and dependents for Blue Cross/Blue Shield, Rider "J" and Major Medical under the New Jersey State Health Benefits Plan for the term of this Agreement.

B. In order to obtain coverage of his/her immediate family and dependents each secretary must have a written application for this coverage on file with the Board Secretary-Business Administrator. Secretaries who have not previously applied for such coverage must apply as specified in this Article, using insurance forms provided for this purpose by the Board.

C. The Board agrees to pay premiums for each secretary covered under this Agreement and his/her immediate family for dental benefits through the New Jersey Dental Service Plan (Delta Plan of New Jersey, Inc.).

D. The specifications for this dental program are to be established by the PAEOP. The carrier shall be selected by the Board with the assistance of the PAEOP.

E. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

F. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan. Effective July 1, 1997, there shall be a \$1,500 yearly benefit maximum per each employee and each dependent. This

plan shall require a minimum of \$1.00 co-pay if a generic drug is utilized and a \$5.00 co-pay if a non-generic drug is utilized. The carrier of this plan shall be New Jersey State Health Benefits Plan. This plan shall be in effect throughout the life of this Agreement.

G. The specifications for this paid prescription plan are to be established by the PAEOP. The carrier shall be selected by the Board with the assistance of the PAEOP.

H. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

I. The Board agrees to pay premiums for each secretary covered under this Agreement and his/her immediate family and dependents for optical benefits through the Vision Service Plan of New Jersey.

J. The specifications for this optical program are to be established by the PAEOP. The carrier shall be selected by the Board with the assistance of the PAEOP.

K. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

L. The Board agrees to pay premiums for each employee under contract covered by this Agreement for the Washington National Income Protection Plan for the term of this Agreement.

M. During the term of this Agreement, the liability to the Board for the Washington National Income Protection Plan shall not exceed \$400.00 annually per employee.

N. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse for Blue Cross/Blue Shield, Rider "J", and Major Medical under the New Jersey State Health Benefits Plan during the years of that employee's retirement under the provisions of P.L. 1964, C. 125, as amended by P.L. 1974, Ch. 88, Sec. 1, effective August 29, 1974, and P.L. 1979, C.54, Sec. 1, effective March 27, 1979. The above coverage shall exclude individuals and their spouses covered by the New Jersey State Health Benefits Plan under its retirement program.

O. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse and for employees who retired during the term of a contract under which they were eligible for retirement coverage and for the spouses of those employees, provided that said employees were in the employment of the Passaic Board of Education prior to January 1, 1986, for the current dental program (Article X-C), the current prescription program (Article X-F), and the current vision care program (Article X-I) in retirement provided that said employee or retired employee has/had X years in his/her pension fund at the time of his/her retirement.

P. The Board agrees to pay the premiums for each employee covered by this Agreement who was hired after January 1, 1986, and the spouse of this employee for the current dental program (Article X-C), the current prescription program (Article X-F), and the current vision care program (Article X-I).

X-I), in retirement provided that said employee has twenty-five (25) years in his/her respective pension fund and twenty-five (25) years service with the Passaic Board of Education.

Q. The Board shall provide each new employee with a description of the health care insurance coverages provided under this Article at the commencement of employment.

**ARTICLE XI
SALARIES**

A. The salary guides for all employees covered under this Agreement are attached and marked "Appendix A". The regular work week shall consist of 35 hours. In accordance with State and Federal law, overtime shall be paid only after an employee has worked 40 hours in one week. Sick days, vacation days, personal days and holidays do not count towards the 40 hours worked in one week.

B. The secretary to the Board Secretary shall be guaranteed a minimum of two (2) hours pay at the overtime rate for taking the minutes of Board Meetings.

C. The basic contract salary for secretaries who have completed five (5) or more years of service in the Passaic School District shall be increased annually, on the employee's anniversary date, according to the following percentage rates, times the secretary's annual contract salary. Employees hired after July 1, 1998 shall be entitled to their first longevity adjustment after the completion of their fifteenth year (15th) year of service.

The following percentage rates shall be effective for the term of this contract, July 1, 2002 through June 30, 2005.

7/98 = 15 yrs

<u>Years of Service</u>	
05 years	8.5%
10 years	9%
15 years	9.5%
20 years	10%
25 years	10.5%
30 years	11%
35 years	11.5%
40 years or over	12.5%

D. Deduction from Salary

All monies deducted from secretaries through Automatic Payroll Deductions are to be transmitted in the following manner: NJEA dues, NEA, PCEA, Association dues to PAEOP, loan payments or savings to the North Jersey Credit Union, Tax Sheltered Annuities to the Prudential or other

designated carrier as they are received by the agency or carrier on or before the last day of the month for which the deduction was made.

E. Each employee shall be placed on his/her proper step of the salary schedule at the beginning of each contract year. All employees employed for six months or more of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

F. The Superintendent shall determine at the Superintendent's sole discretion, whether or not to recommend on an annual basis a \$5,000 stipend payable to the positions of Executive Assistance to the Superintendent and Board Secretary. The stipend shall be paid for one year only and payment shall not establish a past practice or an entitlement to be paid the stipend beyond the year paid.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Non-Discrimination

There shall be no discrimination against any Association employee based on race, creed, sex, color, national origin or membership activity in the Association. The Board agrees that the President of the Association may meet with the Superintendent from time to time as required, for the purpose of discussing and suggesting improvements in services of the secretaries and eliminating causes leading to complaints and grievances. This procedure is not intended to bypass the grievance procedure.

B. If any provision of this Agreement is or shall be at any time contrary to Law, then such provision shall be void and unenforceable; otherwise, all other provisions of this Agreement shall continue in effect for the duration of this Agreement.

C. Student Discipline

1. If possible, all actions related to student discipline will be handled outside the office occupied by secretarial staff.

2. Secretarial staff shall not be responsible for administering to or supervision of students.

D. All existing agreements, practices and policies now in force shall remain in force unless changed by mutual consent.

E. No Lock-Out

1. No lock-out of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement neither it nor its officers, employees, or members will engage in any strike, work stoppage or slow-down. In the event that an Association member participates in such activities, the Association shall notify such member to cease and desist from such activity.

2. Both the Association, and the Board of Education agree that during the term of this Agreement they will avoid those kinds of pressure tactics which inflame or aggravate the situation and which are not conducive to agreement.

3. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education and the Association are forbidden to waive any rights or powers granted them under the law.

F. Sayings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall be void and unenforceable; otherwise, all provisions of this Agreement shall continue in effect for the duration of this Agreement.

G. Duties and Responsibilities and Job Description

Duties and responsibilities and job description shall be provided by the Board of Education to all secretarial personnel. Secretarial personnel shall have input into the establishment of these duties, responsibilities and job descriptions.

H. Staff Development

The Board of Education shall provide a maximum of \$5,000.00 in each year of the contract for staff development programs that are directly related to PAEOP members' responsibilities. All staff development requests are to be approved in advance by the Superintendent and/or his designee.

J. Mileage Reimbursement

Mileage reimbursement for secretaries will be at the same rate as established by the Internal Revenue Service.

**ARTICLE XIII
DURATION OF AGREEMENT**

The provisions of this Agreement shall become effective as of July 1, 2000 and shall remain in force and effect until June 30, 2005 subject to the right of the respective parties to negotiate a successor agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective presidents, attested by the secretary and affixed their corporate seals, the day and year first above written.

ATTEST:

Keybee 3/1/04
SECRETARY

THE BOARD OF EDUCATION OF
PASSAIC IN THE COUNTY OF PASSAIC

BY: *[Signature]*
PRESIDENT

ATTEST:

Maureen J. Smith 3/8/04
SECRETARY

PASSAIC ASSOCIATION OF
EDUCATIONAL SECRETARIES

BY: *Lena M. Sanders* 3/8/04
PRESIDENT

APPENDIX A

**PASSAIC ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS - 2000-2005**

BASE YEAR					
1999-00 Passaic City					
Salary Guide	1999-2000 S1 Stipend for Supt. & Bd Secy Assignment				
Step	E2	E3	E4	S1	
1	22,192	24,342	27,033	31,375	36,375
2	23,077	25,206	27,897	33,320	38,320
3	23,962	26,069	28,760	35,265	40,265
4	24,846	26,931	29,623	37,211	42,211
5	25,732	27,795	30,487	39,156	44,156
6	26,616	28,658	31,349	41,102	46,102
7	27,502	29,522	32,213	43,047	48,047
8	32,288	34,191	36,883	44,991	49,991
9	37,074	38,861	41,552	46,937	51,937
10	38,405	40,160	42,851	48,235	53,235
11	39,737	41,459	44,150	49,534	54,534
YEAR 1					
2000-01 Passaic City					
Salary Guide					
Step	E2	E3	E4	S1	A
1	23,770	25,490	28,180	33,570	34,541
2	23,870	25,590	28,280	33,670	34,641
3	23,970	26,070	28,760	35,270	34,741
4	24,850	26,940	29,630	37,220	35,621
5	25,740	27,800	30,490	39,160	36,511
6	26,620	28,660	31,350	41,110	37,391
7	27,510	29,530	32,220	43,050	38,281
8	32,290	34,200	36,890	45,000	43,061
9	37,080	38,870	41,560	46,940	47,851
10	38,410	40,160	42,860	48,240	49,181
11	41,240	42,960	45,650	51,040	52,011

YEAR 2

**Passaic
2001-02 City**

**Salary
Guide**

Step	E2	E3	E4	S1	A
1	23,770	25,490	28,180	33,570	35,642
2	23,870	25,590	28,280	33,670	35,742
3	23,970	26,070	28,760	35,270	35,842
4	24,850	26,940	29,630	37,220	36,722
5	25,740	27,800	30,490	39,160	37,612
6	26,620	28,660	31,350	41,110	38,492
7	27,510	29,530	32,220	43,050	39,382
8	32,290	34,200	36,890	45,000	44,162
9	37,080	38,870	41,560	46,940	48,952
10	38,410	40,160	42,860	48,240	50,282
11	42,740	44,460	47,150	52,540	54,612

YEAR 3

2002-03

**Salary
Guide**

Step	4	3	2	1	A
2	25,450	27,540	30,230	38,260	38,053
3	25,750	27,840	30,530	38,560	38,353
4	26,050	28,140	30,830	38,860	38,653
5	26,350	28,440	31,130	39,160	38,953
6	27,240	29,300	31,990	41,110	39,843
7	28,120	30,160	32,850	43,050	40,723
8	32,290	34,200	36,890	45,000	44,893
9	37,080	38,870	41,560	46,940	49,683
10	38,580	40,370	43,060	48,440	51,183
11	42,740	44,460	47,150	52,540	55,343
12	44,740	46,460	49,150	54,540	57,343

YEAR 4

Passaic
2003-04 City

Salary
Guide

Step	4	3	2	1	A
3	27,950	29,860	32,550	37,750	42,120
4	28,250	30,160	32,850	38,050	42,420
5	28,550	30,460	33,150	38,350	42,720
6	28,850	30,760	33,450	38,650	43,020
7	29,740	31,650	34,340	39,540	43,910
8	32,290	34,200	36,890	42,090	46,460
9	37,080	38,990	41,680	46,880	51,250
10	39,580	41,490	44,180	49,380	53,750
11	42,740	44,650	47,340	52,540	56,910
12	45,240	47,150	49,840	55,040	59,410
13	46,040	47,760	50,450	55,840	60,210

YEAR 5
2004-05

Salary
Guide

Step	4	3	2	1	A
4	29,268	31,178	33,868	39,258	45,149
5	29,568	31,478	34,168	39,558	45,449
6	29,868	31,778	34,468	39,858	45,749
7	30,168	32,078	34,768	40,158	46,049
8	33,624	35,534	38,224	43,614	49,505
9	37,080	38,990	41,680	47,070	52,961
10	39,910	41,820	44,510	49,900	55,791
11	42,740	44,650	47,340	52,730	58,621
12	45,240	47,150	49,840	55,230	61,121
13	46,290	48,200	50,890	56,280	62,171
14	47,340	49,250	51,940	57,330	63,221

Secretary
Adm. Secy
Adm. Asst.
Asst. Supt's
Transportation
Medina

Supt's
HR
was - BUS.

Supt's + 5,000
BUS. STY