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A G R E E M E N T

between the

Paramus, Board of Education

BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS

and the

PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES

JULY 1, 1988 through JUNE 30, 1990

LESTER ARON, ESQ.
Sills Cummis Zuckerman Radin
Tischman Epstein & Gross, P.A.
33 Washington Street
Newark, New Jersey 07102-3179
(201) 643-3232

AGREEMENT entered into this _____ day of _____, 1989
between the BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS and the
PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES.

1. This Agreement will commence July 1, 1988 and continue through
June 30, 1990.

2. Recognition

(A) The Board hereby recognizes the Paramus Association of
Educational Secretaries as the exclusive and sole
representative for collective negotiations concerning
grievances and terms and conditions of employment for
all secretarial/clerical personnel, under contract,
employed by the Board during the term of this Agreement,
but excluding:

The Secretary to the Superintendent

The Secretary to the Assistant Superintendent

The Secretary to the Business Administrator

The Secretary to the Administrative Assistant

for Personnel

(B) Definition of Employee - Unless otherwise indicated, the
term "employee" when used hereinafter in this Agreement
shall refer to all employees represented by the
Association in the negotiating unit as above defined.

3. (A) Each secretary who shall retire during the term of this Agreement and who shall have rendered fifteen (15) or more years of service to the Paramus Public Schools, and who shall have, as of the date of retirement, less than one hundred (100) unused days of cumulative sick leave shall be eligible for a retirement stipend, said stipend to be determined by multiplying the sum of \$28.50 times fifty percent (50%) of the number of unused days of cumulative sick leave as of the date of retirement. This benefit shall be paid within thirty (30) days of the date of retirement except that, at the option of the retiree, the benefit may be paid in January of the immediately ensuing calendar year.
- (B) Any secretary who shall retire during the term of this Agreement and who shall have rendered fifteen (15) or more years of service to the Paramus Public Schools and who shall have, as of the date of retirement, one hundred (100) or more unused days of cumulative sick leave shall be eligible for a retirement stipend to be determined by multiplying the sum of \$40.00 times fifty percent (50%) of the number of unused days of cumulative sick leave as of the date of retirement. The maximum amount which may be paid to any secretary retiring under this provision shall be \$4,000.00.

Exception to this article shall be made for secretaries with at least ten (10) years' service to Paramus as a secretary and who retire at age 55 years or older.

4. The number of sick days per year shall be twelve (12) for 12-month employees and ten (10) days for 10-month employees.
5. Mileage will be paid at the rate of twenty cents (\$.20) per mile for employees using their cars for authorized school business.
6. Secretarial/clerical personnel who are assigned a half day each in two (2) schools where travel is required shall be provided a one (1) hour lunch period.
7. Reimbursement for Physical Examination, Prescription Drug/Optical and/or Dental Expenses:
(A-1) Each secretarial/clerical employee shall annually be entitled to undergo a single physical examination by a physician of their choice. The Board shall be obligated upon receipt of a copy of the physician's invoice itemizing the services rendered and copies of all other invoices relating to said examination, to reimburse such employee, provided, however, that in no event shall the Board be obligated to pay fees attendant upon treatment of a physical or mental condition.

- (A-2) Each secretarial/clerical employee, and immediate family (i.e., spouse and/or dependent children living in the same household) shall be reimbursed for single eye examination(s) by a physician (ophthamologist or optometrist) of their choice and have prescriptions (for either glasses or contact lenses) filled by a physician of employee's choice, and, in such case, the Board shall be obligated, upon receipt of a copy of the physician's invoice itemizing the services rendered and copies of all other invoices relating to said examination, to pay fees.
- (B) Secretarial/clerical personnel, and immediate family (i.e., spouse and/or dependent children living in the same household) shall be reimbursed for dental expenses following the submission of an itemized statement.
- (C) Secretarial/clerical personnel, and immediate family (i.e., spouse and/or dependent children living in the same household) shall be reimbursed for prescription drug expenses following the submission of an itemized statement.

All invoices covering physical, dental, optical, prescriptions, and tuition shall be submitted not later than June 15 of each year of the within Agreement. Invoices submitted after that date shall be deemed as having been submitted during the subsequent contract year. Payment is limited to Three Hundred Thirty-Two Dollars

(\$332.00) per employee for each year of the term of the within Agreement for expenses incurred in any category or combination of categories as heretofore described in paragraphs (A-1), (A-2), (B), and (C). Benefits are assigned to each employee. Any employee who does not utilize the full yearly amount available under this section to said employee during the first year of the term of this Agreement shall have the remaining unexpended amount available during the second year of the term of the within Agreement. However, the total reimbursement expended on account of each employee over the two-year term of this Agreement shall not exceed twice the amount of the reimbursement available to each employee during the first year. No employee shall be permitted to carry forward and apply any portion of the reimbursement available to each employee for the second year during the first year of this Agreement. There shall be no carry forward of any unexpended amounts, on account of any employee, beyond June 30, 1990. All employees who are employed by the Board as of the effective date of this Agreement shall continue to receive payment for benefits under this section. Effective July 1, 1987, employees in their first year of employment shall receive payment for benefits under this section in two equal installments, one payment on December 31 and one payment on June 30.

8. Employee Insurance

- (A) All employees who work twenty (20) or more hours per week will be provided the opportunity to participate in the health insurance program as hereinafter set forth.
- (B) The Plan - The health care insurance and major medical program provided by the New Jersey Blue Cross/Blue Shield Plan with Rider J, the Medical Emergency Rider, the Non-Member Rider, the Pre-Admission Testing, Testing Rider, and major medical riders for complications of pregnancy, extended care facilities, and private duty nurse care in the amount of up to One Thousand Five Hundred Dollars (\$1,500.00), and including prevailing fee provisions, shall remain in effect for each participating secretary/clerk for and during the period of his/her employment by the Board.
- (C) Premium Payments - The Board shall pay the full premium chargeable to each participating secretary/clerk, for either single, husband-wife, parent-child or family coverage, whichever may be applicable.
- (D) Descriptive Brochure - The Board shall provide each new secretary/clerk with such descriptive brochure as may be made available by the New Jersey Blue Cross/Blue Shield Plan, setting forth the details concerning the health care insurance program.
- (E) Coverage after Retirement - The Board agrees to permit secretary/clerks who have retired from the District

under the provisions of the Public Employee's Retirement System and are receiving pension payments thereunder to continue their participation in the health insurance program which is the subject of this Article. In order for a secretary/clerk to be eligible to continue participation in said health insurance program after said secretary/clerk's retirement, said secretary/clerk must have retired after ten (10) or more years of service in the Paramus School District and must, within thirty (30) days of retirement from the District, submit to the Board a request in writing for participating in said health insurance program. Each retired secretary/clerk who participates in said health insurance program shall pay the full cost for his/her participation; such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance program shall cease immediately upon the attainment by the retired secretary/clerk of eligibility to participate in Medicare or upon said secretary/clerk's death.

(F) Non-Coverage and HMO Option

Employees who are eligible for but who do not participate in the health insurance plan for medical/hospitalization coverage shall be provided with a cash payment as follows:

- (I) Employees who voluntarily elect to waive coverage shall be entitled to receive thirty-three (33%) percent of the premium cost of the waived insurance for each year insurance is waived.
- (II) Payment of the monies in "I" above shall be made by separate check on the last work day of the school year.
- (III) Employee must waive such insurance for a full year (July 1 through June 30) to be eligible for payment. Notification of waiver must be made by April 15 in order to waive for the upcoming year.
- (IV) An employee who waives coverage may re-enroll for the next year during the open enrollment period, no later than April 15.
- (V) A first year employee shall have an option to waive insurance coverage, but only after said employee has discussed this option with the Association President.
- (VI) If an employee waives insurance coverage for any period July 1 through June 30, that employee may advise the Board of an immediate need to reinstitute insurance coverage. Upon such notification, the Board shall pay to the employee in lieu of thirty-three (33%) percent

payment the proportionate cost of its insurance premium for the period of time during the year not waived by the employee. The employee shall then make his/her own arrangements to utilize these funds for alternate insurance coverage until such time as the next open enrollment period.

(VII) An employee who selects HMO coverage in lieu of Blue Cross-Blue Shield/Major Medical shall receive thirty-three percent (33%) of the savings between the premium cost of Blue Cross-Blue Shield/Major Medical and the premium cost for the HMO plan. In addition, this option shall apply to all employees who are presently enrolled in the HMO Plan

(VIII) It is the intent of both the Association and the Board that all employees covered by the Agreement should either through its coverage or alternate available coverage have comprehensive insurance protection.

(G) The prescription plan of Major Medical shall remain in effect for secretarial/clerical personnel covered under this Agreement.

9. (A) The Board shall recognize the achievement of each of the three Professional Development Program Certificates issued by the New Jersey Association of Educational

Secretaries with a recurring annual payment as follows: for an employee who has obtained the First Certificate, a Two Hundred Fifty Dollar (\$250.00) recurring annual payment; for an employee who has achieved the Second Certificate, a Three Hundred Fifty Dollar (\$350.00) recurring annual payment; for an employee who has achieved the Third Certificate, a Five Hundred Fifty Dollar (\$550.00) recurring annual payment. Said payments shall not be cumulative, but rather, limited to a single payment equal to the highest amount to which the employee is entitled, based upon the level of certificate achieved. Any such payment shall be in addition to the contract salary to which such employee would otherwise be entitled.

- (B) Secretarial/clerical personnel shall be reimbursed by the Board for courses which have received prior written approval by the Superintendent or his designee, provided that evidence of successful completion (transcripts) is supplied to the Superintendent. Any reimbursements under this provision shall be charged against the maximum payment of Three Hundred Thirty-Two Dollars (\$332.00) per employee for each year of the term of the within Agreement, as provided in Article 7.

10. When an employee opening exists, the position shall be posted in all buildings occupied by Board of Education personnel. In

addition, the President of the Paramus Association of Educational Secretaries shall be informed of openings when the position is posted. Notice of vacancies occurring after the close of school in June and before opening of school in September shall be sent to the homes of all employees not on duty wishing to be notified and who have left stamped, self-addressed envelopes with the Board office.

11. Temporary Leave of Absence

All personnel will be entitled to an aggregate of up to five (5) days' personal leave annually without reason being given.

Personal days may be taken for:

- (1) Death in the immediate family or household
- (2) Serious illness or injury in the immediate family
- (3) Personal business

No personal leave shall be granted immediately prior to or subsequent to a school holiday or weekend unless authorized by the Superintendent or ~~his~~ designee. Any days of personal leave taken, in excess of five (5) days annually, shall be without pay.

Any employee who, at the end of the school year (June 30), has four (4) personal days remaining, shall have two (2) days added to their cumulative sick leave account. Any employee

who, at the end of the school year (June 30), has three (3) personal days remaining, shall have one (1) day added to their cumulative sick leave account.

12. Just Cause.

No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause.

13. Seniority.

There shall be seniority for the purpose of recall from a reduction in force. Such seniority shall be computed on a system-wide basis. Eligibility for application of seniority for recall purposes shall be limited to one (1) year from the date of layoff. The Board shall maintain an up-to-date list of the seniority of all employees laid off within the previous year.

Employees shall be recalled only for positions for which they are qualified by virtue of their training or experience.

14. Grievance Procedure

The grievance procedure shall be as follows:

- (A) Purpose - The purpose of this Article is to establish a procedure under which a grievance may be processed as rapidly as possible and resolved at the lowest possible level. All parties in interest shall endeavor to expedite the process and to keep the proceeding as

informal and confidential as the procedure at any given level will permit.

(B) Definition of Terms

"Grievance" is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.

"Aggrieved Person" is an employee or the Association claiming a grievance.

"Party in Interest" is an Aggrieved Person and any other person who might be required to take action or against whom action might be taken in order to resolve a grievance.

(C) Time Limits

I. The number of days indicated at each level shall be considered as a maximum. The time limits specified

may, by mutual written agreement, be enlarged or reduced.

II. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the grievance in question.

(D) Levels of Procedure

I. Level One (Building Level) - Step One:

An employee with a grievance shall, within ten (10) school days after either the occurrence of the event or acts which gave rise to the grievance or the date on which the employee knew of or would be reasonably expected to know of such, first orally discuss it with her Principal or immediate supervisor with the objective of resolving the matter informally. The Principal or immediate supervisor shall communicate his decision to the employee within three (3) school days next following said oral discussion. If the Principal or immediate supervisor fails to communicate his decision within said three (3) school day period, the relief sought shall be deemed denied and the employee may proceed to Step Two of Level One of the grievance procedure.

Step Two:

If the relief sought in Step One of Level One is denied, the employee may, within three (3) school days following the denial file her grievance in writing with the Principal setting forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken. If the grievance is not timely filed in writing with the Principal, the decision at Step One of Level One shall be final and the matter closed. The Principal shall communicate his decision in writing to the employee within three (3) school days next following the filing of the written grievance. If the Principal fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the employee may proceed to the next level of the grievance procedure.

Level Two (Superintendent's Level):

If the employee is not satisfied with the disposition of her grievance at Step Two of Level One, the employee may, within three (3) school days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Superintendent setting forth the specific nature of

the grievance, the facts relating thereto, the respects in which the employee disagrees with the decision at Step Two of Level One and the action requested to be taken by the Superintendent. If the appeal is not timely filed in writing with the Superintendent, the decision at Step Two of Level One shall be final and the matter closed. If the appeal is timely filed with the Superintendent, then within five (5) school days after the appeal has been filed with the Superintendent, the matter shall be orally discussed between the Superintendent and the employee. The Superintendent shall communicate his decision in writing to the employee within six (6) school days after the conclusion of said oral discussion. If the Superintendent fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the employee may proceed to the next level of the grievance procedure.

III. Level Three (Board Level):

If the employee is not satisfied with the disposition of her grievance at Level Two, the employee may, within three (3) school days after the decision at Level Two, request in writing that the Association file an appeal on behalf of the employee with the Board setting forth the specific nature of

the grievance, the facts relating thereto, the respect in which the employee disagrees with the decision of the Superintendent and the action requested to be taken by the Board. If the Association fails to timely file the written appeal with the Board, the decision at Level Two shall be final and the matter closed. If the Association files the written appeal with the Board within the time limit provided, the matter shall be orally discussed by and between the Board or its designee, the Association and the employee within eight (8) school days after the appeal has been filed with the Board; and the Board, or its designee, shall communicate its decision in writing to the Association within five (5) school days after the conclusion of said oral discussion. If the Board, or its designee, fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied.

IV. Level Four (Arbitration Level):

If any grievance filed at Level One (or in this case of a group grievance, at Level Two) is not resolved at Level Three, the Association may, within five (5) school days after the decision of the Board at Level Three, serve written notice on the Board of its desire to submit the grievance to advisory

arbitration as hereinafter provided. If timely notice is not served upon the Board, the decision at Level Three shall be final and the matter closed.

V. Arbitration Procedures:

(a) In the event that the grievance is to be submitted to advisory arbitration before an arbitrator, the Association and the Board 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, the Association or the Board shall, within ten (10) school days after the request to submit the Grievance to advisory arbitration, request a list of arbitrators to be submitted by the American Arbitration Association (AAA). The Board and the Association shall then be bound by the rules and procedures of the AAA in the selection of an arbitrator.

(b) The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda,

are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement. The arbitrator shall, in interpreting, applying, or making a determination as to compliance with the provisions of this Agreement, be bound by, and decide in accordance with, all applicable New Jersey and federal statutes, the Constitution of the State of New Jersey and one of the United States, and all applicable decisions of the Commissioner of Education, the Public Employment Relations Commission (PERC), the courts of the State of New Jersey and federal courts having jurisdiction over matters arising within the State of New Jersey.

- (c) The costs for the services of the arbitrator, including 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 the same.

(d) No arbitration hearing shall be conducted in public and such hearings shall include only the Parties in Interest, their representatives, their witnesses and such other persons as either party or the arbitrator may deem necessary for the proper processing of the grievance.

(E) Rights of Employees to Representation

I. An Aggrieved Person may, at Levels One, Two, Three or Four of the grievance procedure, be accompanied or represented by not more than two (2) persons of her own choosing, of whom one (1) or both may be designated representatives of the Association. When an Aggrieved Person is not represented by the Association, a representative of the Association shall have the right to be present and to state its views at all Levels of the grievance procedure after Level One.

II. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party in Interest, any Building Representative, any member of the Association or any other participant

in the grievance procedure by reason of such participation.

(F) Miscellaneous

I. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may, within ten (10) school days after either the occurrence of the events or acts which gave rise to the grievance or the date on which the employees knew of or would be reasonably expected to know of such, first orally discuss it with the Superintendent with the objective of resolving the matter informally. The Superintendent shall communicate his decision to the Association within three (3) school days next following said oral discussion. If the Superintendent fails to communicate his decision within said three (3) school days, the relief sought shall be deemed denied and the Association may proceed to Level Three. The Association may process such a grievance through such levels of the grievance procedure even though one (1) or more members of a group or class of affected employees do not wish to do so.

II. Written decisions rendered at Levels One, Two and Three of the grievance procedure shall be transmitted promptly to all Parties in Interest and to the Association and shall, where any of the

relief sought has been denied, set forth the reasons therefor.

III. 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 Parties in Interest.

IV. The meetings under Levels One, Two, and Three of the grievance procedure shall not be conducted in public and shall include only the Parties in Interest and their representative..

15. Except as provided by the terms of this Agreement, all other conditions of employment shall be governed by the Board of Education Policy Manual, as adopted November 11, 1974.

16. Salaries

Salaries during ~~the~~ 1988-1989 and 1989-1990 shall be as set forth in the attached Schedule A.

17. Representation Fee

(A) Purpose of Fee

If a secretary/clerk does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee

will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

(B) Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

(C) Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any secretary/clerk who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary/clerk during the remainder of the membership year in question. The deductions will begin thirty (30) days after the

secretary/clerk begins his/her employment in a bargaining unit position.

(D) Termination of Employment

If a secretary/clerk who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said secretary/clerk during the membership year in question and promptly forward same to the Association.

(E) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(F) Indemnification and Save Harmless Provision

I. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

II. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

18. Clerical/secretarial personnel employed on a 12-month basis shall be employed from July 1 to June 30 and shall work all of the days that school offices are open for business. They shall, in addition, be entitled to a paid vacation of twenty-two (22) days during said year. Twelve-month personnel shall have the option of taking ten (10) days of their twenty-two (22) non-working days during the school year provided that

they have obtained approval of the Administration prior to taking such leave. Effective July 1, 1987, all new 12-month employees shall be entitled to two (2) weeks' vacation; after they have been employed in the district for five (5) years, they shall be entitled to three (3) weeks' vacation; after they have been employed in the district for ten (10) years, they shall be entitled to twenty-two (22) vacation days. In the event that, subsequent to July 1, 1987, an employee who was employed prior to July 1, 1987 as a 10-month employee shall become a 12-month employee, said employee shall receive credit for years of service.

Compensation for vacation days shall be prorated for new employees and for employees terminating their services as follows:

<u>Years of Service</u>	<u>Days Per Month</u>	<u>Maximum Number of Days</u>
1-5	1	10
6-10	1.5	15
11 or more	2	22

A Board approved calendar noting the days school offices will be closed shall be delivered to all 12-month employees prior to the beginning of a contract year. The day before Christmas and the day before New Year's Day shall be holidays for employees covered by this Agreement. Secretarial/clerical personnel shall work a seven (7) hour day September through June and a six (6) hour working day during July and August.

The work year for 10-month employees shall start five (5) days before the opening of school and shall end five (5) days after student dismissal, but in any event no later than June 30.

A sign-up list shall be posted annually from March 1 to May 1 permitting secretaries to volunteer for summer employment in Category II. If there are no volunteers, the Superintendent may assign secretaries to work up to two (2) weeks during the summer.

Compensation for summer employment of 10-month secretaries shall be as follows:

1988-89 - Secretary's individual rate plus \$1.00 per hour
1989-90 - Secretary's individual rate plus \$2.00 per hour

19. The Board and the Association agree that, for purposes of calculating overtime pay and required deductions of salary only, the work year for 10-month employees is hereby defined as 220 days and 1540 hours, and the work year for 12-month employees is hereby defined as 260 days and 1820 hours.

20. Procedure for Withholding of Increment for Secretarial/
Clerical Employees

The Board may withhold increments for inefficiency or other just cause related to the performance of duties, and only in accordance with the following:

- (A) The immediate superior and/or the Principal shall not forward any recommendation to withhold an employee's

increment through the Superintendent to the Board unless, at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding year in which such action would take effect, the immediate superior and/or Principal has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

(B) Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) working days file a grievance commencing at the Superintendent's level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in Article 14 of this Agreement.

(C) Any increment withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments, which may be due, may be withheld.

21. To be eligible for an increment on July 1, an individual must be continuously employed prior to the preceding March 1.

22. Evaluation Procedure for Secretarial/Clerical Employees

- (A) All secretarial/clerical employees will be provided with a minimum of one (1) written evaluation per year by April 30 of the year. Said evaluation shall be prepared by the employee's immediate supervisor.
- (B) There will be a conference between the supervisor and employee after the evaluation has been written and submitted to the employee, which conference will be held not sooner than two (2) days after the receipt by the employee of the written evaluation.
- (C) The signing of the written evaluation by the evaluated shall occur within two (2) working days of the review conference.
- (D) The employee shall have the right to submit his/her response within ten (10) days of the signing.
- (E) The supervisor shall submit to the employee an evaluation of his/her job performance that includes areas of strength, areas of needed improvement, if any, and suggested methods or means by which that staff member can improve.
- (F) All employees shall have the right, upon reasonable advance notice to the Personnel Office, to inspect the contents of his/her personnel file. In connection with any such inspection, the employee shall have the right to be accompanied by an Association representative of his/her choosing if so desired.

23. Negotiation of a Successor Agreement

- (A) Upon written request of the Association, representing a majority of the employees, the Board agrees to negotiate a successor Agreement with the Association in accordance with the provisions of law. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.
- (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.

24. Separability:

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and stricken herefrom to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

25. Whenever the masculine gender shall be used in this Agreement, it shall include the feminine gender and whenever the feminine gender shall be used, it shall include the masculine.

ATTEST:

Juanita F Bohm
Secretary

PARAMUS BOARD OF EDUCATION

Joseph J Cardella
President

ATTEST:

Cynthia Behrman
Secretary

PARAMUS ASSOCIATION OF
EDUCATIONAL SECRETARIES

Josephine T. Bohrick
President

SCHEDULE A

PARAHUS SECRETARIAL AND CLERICAL EMPLOYEES' SALARY GUIDE

STEP	CATEGORY I ()		CATEGORY II ()		CATEGORY III ()		CATEGORY IV ()		CATEGORY V ()	
	88 - 89	89 - 90	88 - 89	89 - 90	88 - 89	89 - 90	88 - 89	89 - 90	88 - 89	89 - 90
	Guidance, Library Clerk, Office Assistant 10 months - 1540 hours	Secretary to Elementary Principal 10 months - 1540 hours	Office Assistant 12 months - 1820 hours	Secretary to M.S. Princ., Department Head 12 months - 1820 hours	Budget/Payroll, Sec'y H.S. & Pupil Serv. 12 months - 1820 hours					
1	13,825	14,827	14,460	15,462	16,337	17,521	17,085	18,269	18,700	19,884
2										
3	14,248	15,250	14,883	15,885	16,837	18,021	17,585	18,769	19,200	20,384
4	14,671	15,673	15,306	16,308	17,337	18,521	18,085	19,269	19,700	20,884
5	15,094	16,096	15,729	16,731	17,837	19,021	18,585	19,769	20,200	21,384
6	15,517	16,519	16,152	17,154	18,337	19,521	19,085	20,269	20,700	21,884
7	15,940	16,942	16,575	17,577	18,837	20,021	19,585	20,769	21,200	22,384
8	17,560	18,562	18,106	19,108	20,758	21,942	21,395	22,579	22,521	23,705