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A G R E E M E N T

Between

Passaic Board of Education

THE BOARD OF EDUCATION OF PASSAIC, NEW JERSEY

and

PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES

Supplement 1, 1985 August 31, 1988

A G R E E M E N T

BETWEEN

THE BOARD OF EDUCATION OF PASSAIC, NEW JERSEY

AND THE

PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES

THIS AGREEMENT, entered into this 17th day of April, 1986, by and between the Board of Education of Passaic in the County of Passaic, hereinafter referred to as the "Board" and the Passaic Association of Educational Secretaries, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the parties hereto have negotiated a successor agreement covering the period from September 1, 1985 through August 31, 1988, embodying all the terms and conditions of employment for Elementary, High School, Central Office Secretaries, Adult Learning Center, Secretary to the Superintendent, Secretary to the Assistant Superintendent and Clerk typists.

ARTICLE I  
RECOGNITION

The Board recognizes the Passaic Association of Educational Secretaries as the sole majority representative for purposes of collective negotiations concerning salaries and terms and conditions of employment for its' membership as referred to in the preamble.

ARTICLE II  
NEGOTIATION PROCEDURE

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

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 representative to assist in the negotiations.

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, agreement and administrative decision 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 non-tenure 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.

GRIEVANCE PROCEDURE-PURPOSE (Continued)

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 September 1st of each contract year for the term September 1, 1985 to August 31, 1988.
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 PAES 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 grievance 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 seven (7) 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 seven (7) calendar days of his 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.

GRIEVANCE PROCEDURE (Continued)

7. (a) CONTRACT ARBITRATOR; The parties agree that Robert Mitrani shall be the permanent arbitrator for the duration of this Agreement. He shall operate in an expedited arbitration format under the rules of "Common Law or Arbitration" as outlined by the American Arbitration Association.
- Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal Public Employment Relations Commission (PERC) arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-the-last working day of each school month during the life of this Agreement. These meetings will be held at the Administration Offices of the Passaic Board of Education at 9:00a.m. of each arbitration date. Either party may cancel the arbitration date for that month due to lack of grievances. The Association will be entitled to have present for these hearings its President and one other officer with no loss of pay or leave days. No individual grievants shall be required to be present at these expedited hearings, unless requested by the Board.
7. (b) PERC APPOINTED ARBITRATOR: Either party may elect to select or recommend an arbitrator from the public Employment Relations Commission. The following procedure will be used to secure the services of an arbitrator:
1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  2. If the parties are unable to determine a mutually satisfactory

GRIEVANCE PROCEDURE (Continued)

arbitrator from the submitted list, they will request that PERC submit a second roster of names.

3. If the parties are unable to determine, within 10 school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

8. RESTRICTIONS FOR A PERC 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

GRIEVANCE PROCEDURE (Continued)

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 bear the total cost incurred by themselves.
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 so as not to interfere with the working hours of the employees required to be present at the hearings. However, should circumstances necessitate hearings during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or her representatives, if they should be employees of the Board.

ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES

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



ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

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.

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.

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.

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.

Whenever any employee is required to appear before any administrator or supervisor, or Board concerning any matter which could adversely affect the continuation of that employee in his 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.

ARTICLE V  
JOB SECURITY

Whenever a secretarial vacancy occurs, a notice thereof shall be posted in all schools, 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 application, with copy of posting being submitted to the President of the Association.

LAYOFF

In the event of lay-off being deemed necessary by the Board the employee thus laid off shall have recall rights for one year following the lay-off should a job of similar classification open up.

ARTICLE VI  
MATERNITY LEAVE OF ABSENCE

1. All tenured and non-tenured employees who are pregnant should notify the Board as to the dates required for this leave.
2. A tenured employee may apply for a leave of absence from her duties for a period of two (2) years in annual installments.  
A non-tenured employee who is employed on an annual basis shall be entitled to a leave of absence within the term of her annual employment contract. The employee's personal physician shall be the determining agent for commencing and terminating this leave.
3. An employee applying for a secretarial position who is pregnant at the time of her initial application shall be legally obligated to disclose or reveal such status when filing her application, or during interview.
4. The individual will be granted an early termination for a previously applied for leave when recommended by her personal physician. Applications for returning to work should be made to the Superintendent of Schools.

ARTICLE VI -MATERNITY LEAVE OF ABSENCE (continued)

5. 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 calendar 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.
6. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees.
7. If such member of the unit does not have tenure, the period of maternity leave shall not count toward her tenure entitlement.

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.

In the event an employee of the Board of Education accepts gainful employment while on leave of absence, they shall forfeit their employment with the Passaic Board of Education.

ARTICLE VII  
SICK LEAVE

Sick leave is defined as an absence on "working days" of an 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 employment and be considered as cumulative. In the event that any employee is absent ten (10) times during any school year for illness, all successive absences

ARTICLE VII - SICK LEAVE (Continued)

will be taken from 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.

1a. Employees shall accrue one and one quarter (1¼) sick leave days for every month of service during their first three (3) years of employment not to exceed fifteen (15) sick leave days per year. Upon completion of three (3) years of service an employee shall accrue fifteen (15) sick leave days at the onset of the fourth (4th) year of employment and for every year thereafter. General staff holidays occurring during any employee's sick leave will not be computed as a working day against sick leave.

1b. Employees shall be given a written account of their accumulated sick leave days not later than October 30th of each school year.

2. Absence due to exclusion from work by health authorities because of exposure to a contagious or infectious disease at his 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. Absence 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.

4. Sick leave days shall remain at fifteen (15) days, five (5) of which can be used for personal business.

5. That compensation for accumulated sick leave for PAES members upon retirement will be paid as follows: 1-50 days - 0 dollars per day  
51-100 days - \$40.00 per day 101 and above - \$60.00 per day

Maximum to be paid

1985-86 - \$8,000  
1986-87 - \$9,000  
1987-88 - \$10,000

ARTICLE VII - SICK LEAVE (Continued)

6. Perfect attendance will be paid each employee at the following rate:  
\$300 per year during the term of this Agreement.
7. Regular full-time employees of the Board who have worked for a period of four (4) calendar years for the Board shall be paid during a period of illness, one half ( $\frac{1}{2}$ ) of per diem salary in accordance with the following provisions:
  - a. An employee must be absent and unable to perform his/her regular employment for a period of more than thirty (30) consecutive calendar days before he/she becomes eligible to receive the benefits hereunder.
  - b. An employee shall be paid one-half ( $\frac{1}{2}$ ) of daily salary after thirty (30) calendar days of illness or at the expiration of sick leave as follows:
    - 1) After four (4) but less than six (6) years service, one-half ( $\frac{1}{2}$ ) per diem salary for an additional thirty (30) school days mentioned above.
    - 2) After six (6) but less than ten (10) years service, one-half ( $\frac{1}{2}$ ) per diem salary for an additional forty-five (45) school days mentioned above.
    - 3) For ten (10) years and over, one-half ( $\frac{1}{2}$ ) per diem salary for an additional ninety (90) school days mentioned above.
  - c. A claim of illness shall be certified to in writing by the attending physician within thirty (30) calendar days.
  - d. 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

ARTICLE VII -SICK LEAVE (Continued)

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.

- e. Any application by an employee for a prolonged leave of absence shall be accompanied by a medical report from employee's treating physician, subject to confirmation by the Medical Inspector of the Board, which said report shall state the nature of the illness or disability, with a specified recommendation that subject employee be relieved of her duties pending discharge from treatment. Such requirement, however, may be waived by the Superintendent of Schools for cause. 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.

8. 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 adoptions 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, 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.

ARTICLE VII -BEREAVEMENT (continued)

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

(1) Uncles, aunts, nieces, nephews, and grandchildren 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.

(5) Funeral time (1 day's absence) will be allowed only if the employee attends the funeral

9. APPLICATION FOR REINSTATEMENT

An employee must file an application for reinstatement at least thirty (30) days prior to the expiration date of a leave of absence granted for personal illness; and not less than ten (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 previous duties upon expiration of his/her leave of absence.

10. 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.

ARTICLE VIII  
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 New Jersey Dental Service Plan.
- D. The specifications for this dental program are to be established by the PAES.
- E. The liability to the employer shall not exceed \$35.00 monthly per employee during the life of this Agreement, for said dental program.
- 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. The prescription drug plan shall be a \$1.00 co-payment plan and include birth control prescriptions. The carrier of this plan shall be National Prescription Administrators. The drug plan shall be in effect throughout the life of this Agreement.
- G. The liability to the employer for this prescription plan shall not exceed \$25.00 per month.



ARTICLE VIII - INSURANCE PROTECTION (Continued)

- H. The Board agrees to pay premiums for each secretary covered under this Agreement and his/her immediate family for optical benefits through Vision Service Plan of N.J.
- I. The specifications for this optical program are to be established by the PAES.
- J. The liability to the employer for said optical program shall not exceed \$23.00 monthly per employee during the life of this Agreement.
- K. Effective September 1, 1985 and during the first year of this contract, Washington National Income Protection Plan to be provided by the Board of Education of maximum coverage provided costing no more than \$300.00 per person per year.
- L. Effective September 1, 1986, the liability to the Board shall not exceed \$355.00 annually per employee for Washington National.
- M. 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 C.88 Sec. 1 eff. August 29, 1974 and P.L. 1979 C. 54 Sec. 1, eff. March 27, 1979.
- N. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse for prescription drug benefits as specified in Article F (above) during the years of that employee's retirement provided that said employee has 25 years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education and retires subsequent to September 1, 1982.
- O. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse for dental coverage benefits as specified in Article C (above) during the years of that employee's retirement

ARTICLE VIII-INSURANCE PROTECTION (continued)

provided that said employee has 25 years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education, and retires subsequent to September 1, 1983.

P. Effective September 1, 1984 the Board agrees to pay the premiums for each employee covered by this Agreement and his/her spouse for optical plan benefits as specified in Article H (above) during the years of that employee's retirement provided that said employee has 25 years in his/her pension fund at the time of his/her retirement from the Passaic Board of Education, and retires subsequent to September 1, 1984.

Q. The provisions of Sections N, O and P of this Article shall apply to those employees hired on or before September 1, 1985. For all employees hired after September 1, 1985, it is hereby agreed that these employees must have also completed twenty-five (25) years of service in the Passaic Schools.

The Board reserves the right to change its present insurance carriers whenever deemed desirable and in the best interest of the Board, except that it shall guarantee no diminution in the existing coverage. The Board agrees to consult with the Association in sufficient time prior to such change to permit complete explanation and implementation of coverage proposed by new carrier.

ARTICLE IX

VACATION SCHEDULE

All vacations should be scheduled during the summer months, if feasible, starting from the beginning of the week. However, in those instances where some 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

ARTICLE IX - VACATION SCHEDULE (Continued)

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.

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.

VACATION ENTITLEMENT: (a) Secretaries employed before September, 1965 in the elementary schools shall be entitled to eight (8) weeks' vacation between the close of school in June and Labor Day.

(b) High School and Central Office secretaries hired before September, 1965 shall be entitled to six (6) weeks' vacation to be taken between June 15th and Labor Day.

(c) The vacation schedule for secretaries hired after September 1, 1965, shall be as follows:

- (1) Up to one calendar year of service, one (1) working day vacation for each month of service through August 31st not to exceed ten (10) days.
- (2) After one calendar year of service ten (10) working days vacation per year.
- (3) After two calendar years of service fifteen (15) working days vacation per year.
- (4) After three calendar years of service up until 10 years of service, twenty (20) working days vacation per year.
- (5) After ten calendar years of service twenty-two (22) working days vacation per year.
- (6) After 15 calendar years of service twenty-five (25) working days vacation per year.
- (7) After 20 calendar years of service thirty (30) working days

ARTICLE IX - VACATION SCHEDULE (Continued)

vacation per year.

- (d) Summer working hours, which now end at 4:00p.m., will be in effect from the day after schools close in June to and including the last working day prior to Labor Day. Regular hours shall go into effect the day after Labor Day. It is clearly understood that the Board, during this period, reserves the right to call upon such secretaries as are needed to complete any urgent or necessary work until 4:30p.m. without additional remuneration.

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.

- (e) When schools are closed on any day except on a legal holiday, during which an employee has voluntarily chosen to take his or her vacation, such employee will not be entitled to any extra remuneration in any form, including compensatory time.

ARTICLE X  
SALARIES

The salary guides for all employees covered under this Agreement are attached and marked "Appendix A" and "Appendix B". The regular work week shall consist of 35 hours, and all overtime beyond 35 hours shall be compensated for at 1½ times the hourly rate being earned.

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.

ARTICLE XI  
LONGEVITY

The longevity schedule will be as follows:

	<u>Effective</u> <u>9/1/85</u>	<u>Effective</u> <u>9/1/86</u>	<u>Effective</u> <u>9/1/87</u>
For 5 years of service	5½%	6%	6½%
For 10 years of service	6%	6½%	7%
For 15 years of service	6½%	7%	7½%
For 20 years of service	7%	7½%	8%
For 25 years of service	7½%	8%	8½%
For 30 years of service	8%	8½%	9%
For 35 years of service	8½%	9%	9½%
For 40 years of service	9½%	10%	10½%

ARTICLE XII  
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 the 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 XIII  
SAVINGS 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 other provisions of this Agreement shall continue in effect for the duration of this Agreement.

ARTICLE XIV  
MISCELLANEOUS

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

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

ARTICLE XV  
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective as of September 1, 1985 and shall remain in force and effect until August 31, 1988 subject to the right of the respective parties to negotiate a successor agreement.

ARTICLE XVI  
DEDUCTION FROM SALARY

All monies deducted from secretaries salaries through Automatic Payroll Deduction are to be transmitted in the following manner: NJEA dues, Association dues to PAES, loan payments or savings to the North Jersey Federal Credit Union , Tax Sheltered Annuities to the Prudential or the yet unnamed financial institution so that they are received by the agency or carrier on or before the last day of the month for which the deduction was made.

ARTICLE XVII

ITEM I. No lock-out of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term

ARTICLE XVII (Continued)

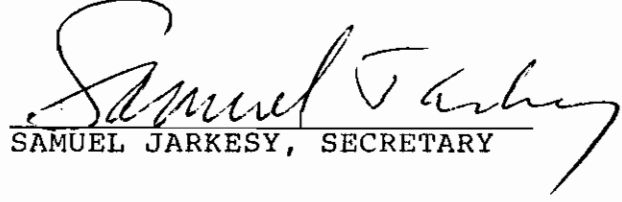
of this Agreement neither it nor its officers, employees, or members will engage in any strike, work stoppage or slow-down. In the event that an Association member participates in such activities, the Association shall notify such member to cease and desist from such activity.

ITEM II. 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.

ITEM III. 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.

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.

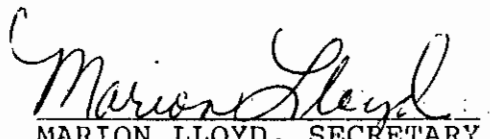
ATTEST:

  
SAMUEL JARKESY, SECRETARY

THE BOARD OF EDUCATION OF  
PASSAIC IN THE COUNTY OF  
PASSAIC

BY:   
VINCENT CAPUANA, PRESIDENT

ATTEST:

  
MARION LLOYD, SECRETARY

PASSAIC ASSOCIATION OF  
EDUCATIONAL SECRETARIES

BY:   
FLORENCE BLAKE, PRESIDENT



SALARY GUIDES

Secretaries receiving permanent appointment shall be given credit on the proper salary schedule for previous acceptable secretarial services up to two years. The Board shall endeavor to hire the most qualified individuals to fill vacancies in accordance with Board Policy 404 Employment of Staff.

Transfers among E1 and E2 shall be made without change in increment step.

All employees who were employed during the 1984-85 school year on the F1 scale shall be compensated during 1985-86, 1986-87 and 1987-88 school years on the E2 scales appropriate step. The F1 scale is hereby deleted due to the elimination of work during Christmas and Easter recess.

All employees who were employed during the 1984-85 school year on the Clerk-Typist and Clerk-Typist and/or Switchboard operator scales shall be moved to the E2 scale. The step they are placed on for 1985-86 will be the step whose amount is greater than the salary they would have earned had there been no movement to E2.

The CT-S salary scale is hereby deleted.

**E1 - ELEMENTARY SECRETARIES EMPLOYED PRIOR TO SEPTEMBER, 1965**

<u>Step</u>	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
12	18,570	20,241	22,265

**E2 - ELEMENTARY, HIGH SCHOOL, ADULT LEARNING CENTER AND CENTRAL OFFICE SECRETARIES \***

1	*	*	*
2	12,478	*	*
3	12,966	13,601	*
4	13,432	14,133	14,961
5	13,904	14,641	15,546
6	14,378	15,155	16,105
7	14,792	15,672	16,671
8	15,264	16,123	17,239
9	15,733	16,638	17,735
10	16,608	17,149	18,302
11	17,837	18,965	20,581
12	19,065	20,781	22,859

**CT - CLERK TYPIST\***

1	*	*	*
2	10,769	*	*
3	11,217	11,738	*
4	11,665	12,227	12,912
5	12,117	12,715	13,450
6	12,566	13,208	13,987
7	13,017	13,697	14,529

## CT - CLERK TYPIST\*

Step	1985-86	1986-87	1987-88
8	13,467	14,189	15,067
9	13,913	14,679	15,608
10	14,753	15,165	16,147
11	15,714	16,671	18,071
12	16,676	18,177	19,995

\*These steps eliminated in negotiations to raise the minimum salaries and being understood that persons coming in in 1985-86 would be employed at step 2, 1986-87 Step 3 and 1987-88 Step 4.

## S1 - SECRETARY TO THE SUPERINTENDENT AND SECRETARY TO THE ASSISTANT SUPERINTENDENT

1	17,582	18,500	19,584
2	18,200	19,165	20,349
3	18,820	19,838	21,081
4	19,362	20,514	21,822
5	19,980	21,105	22,565
6	20,594	21,779	23,215
7	21,739	22,448	23,957
8	23,347	24,825	26,939
9	24,955	27,201	29,921