

AGREEMENT

between the

BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS

and the

PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES

JULY 1, 2008 through JUNE 30, 2011

BOARD OF EDUCATION
PARAMUS, NEW JERSEY

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PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES
PARAMUS, NEW JERSEY

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AGREEMENT

AGREEMENT entered into this 25th day of March 2008, between the BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS AND THE PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES.

This agreement will commence July 1, 2008 and continue through June 30, 2011.

ARTICLE I

DEFINITIONS

A. WORDS AND PHRASES

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.

B. GENDER

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.

ARTICLE II
RECOGNITION

A. ASSOCIATION STATUS

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/Administration/Curriculum

The Secretary to the Assistant Superintendent/Business

Administrator

The Secretary to the Assistant Superintendent/Human Resources

ARTICLE III

A. CALENDAR

A Board approved calendar noting the days school offices will be closed shall be delivered to all twelve-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.

B. WORK YEAR

1. TEN- (10) MONTH EMPLOYEES

The work year for 10-month employees shall start five days before the opening of school and shall end five days after students' dismissal, but no later than June 30 except in the event that it becomes necessary to close the schools, individually or district-wide, due to weather-related emergencies. In those circumstances, the Board and Association shall meet and verify that the closings were weather-related. Once verified, the Board may extend the work year by no more than five workdays beyond each school's new student dismissal date.

2. TWELVE- (12) MONTH EMPLOYEES

Secretarial/clerical personnel employed on a twelve-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 twelve-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 ten-month employee shall become a twelve-month employee, said employee shall receive credit for years of service. Compensation for vacation days shall be prorated for employees hired after July 1, 1987, whose services are terminated 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

3. The work year for employees holding the position of Secretary to the Elementary School Principal Category II shall be ten-months plus fifteen days (1645 hours) between the close of one school year and the beginning of the next (July and August) these fifteen days shall be mutually agreed upon by the principal's secretary and the principal. In the event agreement cannot be reached the principal shall select the workdays.

ARTICLE IV
HOURS OF WORK

A. WORK DAY

Secretarial/clerical personnel shall work a seven (7) hour day September through June and a six (6) hour working day during July and August.

B. LUNCH PERIODS

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.

C. HOURS OF WORK

All secretarial/clerical personnel shall be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon each work day from September through June. In the months of July and August, secretarial/clerical personnel will be entitled to one 15-minute break each workday. These breaks will be taken at a time most suitable to the efficient operation of the office.

ARTICLE V

LEAVES

A. SICK LEAVE

The number of sick days per year shall be twelve (12) for twelve-month employees and ten (10) days for ten-month employees.

B. PERSONAL LEAVE

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 the following reasons only:

1. Death in the immediate family or household (spouse, child, parent, brother, sister, grandparent, grandchild).
2. Serious illness or injury in the immediate family.
3. Personal business

All personnel shall file a written request for personal leave at least two (2) days prior to the leave date being requested or such shorter notice as is practical in the event of an emergency or death in the immediate family or household. No personal leave shall be granted immediately prior to or subsequent to a school holiday or weekend or for vacation purposes unless authorized by the Superintendent or his/her 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.

ARTICLE VI

SALARIES

A. SALARY PROGRAM

Salaries for the 2008-11 school years shall be increased as follows:

1. 2008-2009 - 4.75 percent of which increments in the amount of .67 percent shall be paid as increments to appropriate members and 4.08 percent shall be applied on each step of the salary guide.
2. 2009-2010 - 4.80 percent of which .67 percent shall be paid as increments to appropriate members and 4.13 percent shall be applied on each step of the salary guide.
3. 2010-2011 - 4.85 percent of which .67 percent shall be paid as increments to appropriate members and 4.18 percent shall be applied on each step of the salary guide.

B. INCREMENTS

To be eligible for an increment on July 1, ten-month employees must be continuously employed prior to the preceding February 1. Twelve-month employees must be continuously employed prior to the preceding January 1.

C. OVERTIME/REQUIRED DEDUCTIONS

The Board and the Association agree that, for purposes of calculating overtime pay and required deductions of salary only, the work year for ten-month employees is hereby defined as 220 days and 1540 hours, the work year for ten-month and fifteen-day secretaries shall be defined as 235 days and 1645 hours, and the work year for twelve-month employees is hereby defined as 260 days and 1820 hours.

The Board shall comply with State laws and regulations governing overtime. Compensatory time can be substituted for money, with time to be approved by the Superintendent of Schools and the immediate supervisor.

D. STIPENDS/SECRETARY TO ELEMENTARY PRINCIPAL (CATEGORY II)
Any Association member serving as Secretary to the Elementary School Principal (Category II) shall receive a stipend of \$300 which shall be added to the appropriate salary based on the appropriate placement on the salary guide.

E. PROFESSIONAL DEVELOPMENT

1. CERTIFICATES

The Board shall, for the 2008-09 and 2009-10, and 2010-2011 school years, recognize the achievement of each of the three Professional Development Program Certificates issued by the New Jersey Association of Educational Office Professionals with recurring annual payment as follows: an employee who has obtained the First Certificate shall receive Four Hundred Twenty Five Dollars (\$425), an employee who has achieved the Second Certificate shall receive Five Hundred Fifty Dollars (\$550), an employee who has achieved the Third Certificate shall receive Seven Hundred Seventy Five Dollars (\$775). Said payments shall not be cumulative, but rather limited to a single recurring annual 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.

2. PROFESSIONAL DEVELOPMENT COMMITTEE

The Board and the Association will continue the Professional Development Committee consisting of Board and Association members to implement in-service training.

F. RETIREMENT STIPEND

1. FIFTEEN (15) YEARS OF EMPLOYMENT

Each secretary who shall retire during the term of this Agreement and who shall have rendered fifteen 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 \$40 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.

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 \$70 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 \$6,500.

2. EXCEPTIONS

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.

ARTICLE VII
INSURANCE PROTECTION

A. HEALTH INSURANCE

1. THE PLAN

a. PPO/HMO Coverage

A Preferred Physicians Organization (PPO) or a Health Maintenance Organization (HMO) health insurance plan shall remain in effect for each participating Secretary/Clerk who works full-time (100%) for and during the period of his/her employment by the Board. These Secretaries/Clerks shall have the option of selecting the Preferred Physicians Organization (PPO) or the Health Maintenance Organization (HMO).

- b. Secretary/Clerks Hired After July 1, 1996, who work a fifty percent (50%) contract or more, health benefits shall be prorated. The Board shall pay that premium equal to the percentage of the full-time contract worked. The secretary/clerk shall be responsible to reimburse the Board, through payroll deductions made by the School Business Administrator, the remaining portion of the premium. In the case of a secretary/clerk who works below a fifty-percent (50%) contract, no health benefits shall be provided.

c. Family Coverage

Secretarial/Clerical employees requesting family coverage must present a Marriage Certificate or a Certificate of Civil Union to the Superintendent's Office/Office of Human Resources. The information necessary to initiate coverage will be recorded and coverage provided. No copy of either certificate shall be maintained in the district's files.

Procedures outlined in this article shall be governed by Federal, State, or Local laws. Should any part of these procedures be prohibited by applicable law or regulation, the provision(s) shall be deemed null and void and stricken from the successor agreement.

- d. Effective July 1, 2008, where an employee whose spouse is also employed by the Paramus Board of Education and is eligible for the same health insurance coverage as said spouse, said employee may elect either of two options: 1) The employee and the spouse employee may each elect single coverage under the existing health plan; or 2) The employee and her/his spouse employee may elect together to have family coverage under the existing health plan. The intent of this provision is to prevent duplicative coverage of employees and their spouses under the health plans. Provided, however, that this provision shall not be applied to employees who were employed by the Paramus Board of Education and presently hold duplicate coverage on or before July 1, 2008, and continuously thereafter.

2. 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.

3. 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 covering the health care insurance program.

4. 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.

5. NON-COVERAGE AND HMO OPTION

Full-time employees who are eligible for but who do not participate in the health insurance plan for medical/hospitalization, prescription, and/or dental coverage for a full year shall be provided with a cash payment as follows (33%):

- a. Employees who voluntarily elect to waive coverage shall be entitled to receive thirty-three percent (33%) of the premium cost of the waived insurance for each year insurance is waived.
- b. Payment of the monies in "a" above shall be made by separate check on the last workday of the school year.
- c. 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.
- d. An employee who waives coverage may re-enroll for the next year during the open enrollment period, no later than April 15.
- e. 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.

- f. 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 percent (33%) 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.
- g. An employee who selects HMO coverage in lieu of Blue Cross/Blue Shield PPO Plan shall receive thirty-three percent (33%) of the savings between the premium cost of the Blue Cross/Blue Shield PPO Plan 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.
- h. 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.

B. THE PRESCRIPTION PLAN

The Board shall for the 2008-09, 2009-2010, and 2010-11 school years provide each Secretarial/Clerical Association member, and their spouses and dependent children, where applicable a five dollar (\$5) generic/twenty dollar (\$20) name brand, and five dollar (\$5) mail order (5/20/5) co-pay prescription plan. The Major Medical coverage shall not provide any prescription reimbursement. The administration of the prescription plan shall be the responsibility of the Board of Education.

C. DENTAL INSURANCE

The Board shall provide the same dental plan as the custodial unit has as of July 1, 1999, for each employee and his/her family. The Board shall pay the full premium. The Board shall, within one (1) month after the receipt by it of a copy of each of the Association's monthly bills, remit payment for the bill

in question directly to the insurance carrier. The administration of the dental plan shall be the responsibility of the Board of Education.

D. OTHER BENEFITS

All other benefits, including but not limited to, personal leave, sick leave, vacation days, and professional development stipends shall be pro-rated based on the percentage of the full-time contract worked. Proration of benefits shall also apply when an Association member transfers from a part-time position to a full-time position or from a full-time position to a part-time position (i.e. 10 full-time accumulated sick days are equal to 20 part-time (.5) accumulated sick days).

ARTICLE VIII

ASSOCIATION MEMBER RIGHTS

A. JUST CAUSE

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

B. SENIORITY

There shall be seniority for tenured employees 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 seniority of all tenured employees laid off within the previous year.

C. NOTICE OF VACANCY

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 the 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.

D. TRAVEL EXPENSES

Mileage will be paid at the rate per mile established by the I.R.S. for employees using their cars for authorized school business.

E. PROCEDURE TO REQUEST A JOB RECLASSIFICATION

The following procedure has been established by the Board of Education for use by members of the secretarial staff seeking a review of their job classification:

1. Any member of the secretarial staff requesting a job reclassification shall submit a written request to their immediate supervisor no later than February 1 for consideration in the following contract year. Included in this request must be a detailed description of the unique responsibilities which support the request for a change in job classification. Also, please specify your present category and the category requested.
2. The employee's immediate supervisor will meet with the employee to review the request and forward it to the building principal.
3. The building principal will meet with the superintendent or designee to discuss the request for reclassification.
4. The superintendent/designee will:
 - a. Notify the Board of the request
 - b. Inform the Secretarial Association of the existence of the request
 - c. Meet with a committee of the Board prior to the final discussion and determination by the Board.
 - d. Notify the employee and Secretarial Association of the Board's decision no later than June 30.

The decision of the Board in this review process shall be considered final. This procedure is subject to change following the Board's annual review.

ARTICLE IX

EVALUATION

A. PROCEDURES

1. 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.
2. There will be 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.
3. The signing of the written evaluation by the evaluated shall occur within two (2) working days of the review conference.
4. The employee shall have the right to submit her response within ten (10) days of the signing.
5. The supervisor shall submit to the employee an evaluation of 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.
6. All employees shall have the right, upon reasonable advance notice to the Personnel Office, to inspect the contents of their personnel file. In connection with any such inspection, the employee shall have the right to be accompanied by an Association representative of her choosing if so desired.

B. WITHHOLDING OF INCREMENT

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

1. 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 supervisor 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.
2. 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 X of this Agreement.
3. 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.

ARTICLE X
GRIEVANCE PROCEDURE

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 of 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

1. 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.
2. 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

1. **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/her decision to the employee within three (3) school days next following said oral discussion. If the Principal or immediate supervisor fails to communicate his/her 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/her 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/her 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.

2. **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 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.

3. 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 designees, 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.

4. Level Four (Arbitration Level):

If any grievance filed at Level One (or in the 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.

5. 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/her 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/her 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 of the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of a 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

- 1. 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.
- 2. 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

1. 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.
2. Written decisions rendered at Level One, Two, and Three of the grievance procedure shall be transmitted promptly to all Parties in Interest and the Association and shall, where any of the relief sought has been denied, set forth the reasons therefore.
3. 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.
4. 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.

ARTICLE XI

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 cost 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 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 her employment in a bargaining unit position.

D. TERMINATION OF EMPLOYMENT

If a secretary/clerk who is required to pay a representation fee terminates 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

1. 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.

2. Exceptions

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.

ARTICLE XII

DURATION AND SCOPE

A. NEGOTIATION OF A SUCCESSOR AGREEMENT

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. 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 here from to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

C. AMENDMENT OR MODIFICATION

1. 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.
2. 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.

ATTEST:

PARAMUS BOARD OF EDUCATION

Secretary

President

ATTEST:

PARAMUS ASSOCIATION OF
EDUCATIONAL SECRETARIES

Secretary

President

SCHEDULE A - SALARY GUIDES