### **ARTICLE I**

### **RECOGNITION**

The Board hereby recognizes the Passaic County Technical and Vocational School Office Employees Association as the sole and exclusive representative for collective negotiations covering the terms and conditions of employment for the following full-time employees: Switchboard/Data Entry, Clerk/Typist, Secretary, Bookkeeper, Locker/ID Clerk, Executive Secretary/Bookkeeper; excluding Confidential Secretary, Superintendent, Administrative Assistant, Board Secretary, Director of Personnel and part-time employees.

### **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. Negotiations for a successor agreement shall begin thirty (30) days from request by the Association.
- B. Any agreement so negotiated shall apply to all members of the Association, be reduced in writing, be signed by the Board and Association and be adopted and approved by the Board.
- C. Any references to the male gender "shall also include the female gender "she".

#### **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### A. Definitions

- 1. <u>Grievance</u>. A "grievance" is a claim by an associate member of the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.
- 2. <u>Aggrieved Person</u>. An "aggrieved person" is the person or persons or the Association making the claim.
- 3. <u>Party in Interest</u>. A "party in interest" is the person or persons making claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees.

Both parties agree that these proceedings will be kept as informal and confidential as maybe appropriate at any level of the procedure.

#### C. Procedure

# 1. <u>Time-Limits</u>

Deadline for filing a grievance: From the date the Association becomes aware of the incident the grievance must be filed no later than 30 working days from the actual date of the incident. The Association shall have the right to extend the filing time for an additional five (5) days upon written notification to the Board due to the lateness in being made aware of the incident in question.

### 2. Level One - Immediate Superior

An employee with a grievance shall first discuss it with his immediate Superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

### 3. <u>Level Two - Superintendent</u>

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the grievance decision at Level One or ten (10) schools days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent.
- (b) The Superintendent, or his/her designee, shall hold a hearing within ten (10) school days of the receipt of the grievance and shall render a decision in writing within five (5) school days after said hearing.

### 4. Level Three - The Board of Education

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may, within five (5) school days request, in writing, a hearing before the Board of Education. Such a hearing shall be held within ten (10) school days of the receipt of the request.
- (b) Within ten (10) school days after the hearing, the Board of Education shall notify the grievant in writing of its decision.

5. A grievance as defined in Section 1 above, which has not been resolved, may, within fifteen (15) working days following the completion of Level Three be referred for arbitration by the Employer or the Association to an Arbitrator selected in accordance with the procedures of the Public Employment Relations Commission. The Arbitration shall be conducted under the voluntary labor arbitration rules then prevailing of the Public Employees Relations Commission. The fees and expenses of the Public Employees Relations Commissions and the Arbitrator shall be borne equally by the parties.

The Arbitration shall have jurisdiction only over disputes arising out of grievances, as defined in Section One, and shall have no power to add to, subtract from, or modify in any way of the term of this Agreement. The Award of an arbitrator there under shall be final and binding upon the Employer and the Association.

#### D. Rights of Employee to Representation

### 1. <u>Employee and Association</u>

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. No reprisals of any kind shall be taken by the Board against any party in interest or any participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Director of Personnel directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### 2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

# 3. <u>Separate Grievance File</u>

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.

#### 4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Director of Personnel (or his/her designee) and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

# 5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

### **ARTICLE IV**

# **EMPLOYEE RIGHTS AND PRIVILEGES**

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee, be subject to the grievance procedure.
- B. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or representative thereof, concerning any matter which could adversely affect the continuation of that employee in his/her Position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

#### ARTICLE V

#### **ASSOCIATION RIGHTS**

A. Whenever any representative of the Association or employee is mutually scheduled by the parties to participate during working hours in negotiations,

grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

- B. The Association and its representatives shall be permitted with the approval of the Superintendent, or his/her designee, to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations. The request for use shall be in advance of the time and place of such meetings.
- C. Upon request, Board minutes shall be available to the Association five (5) days after the Board approves them.

#### **ARTICLE VI**

### **WORK YEAR**

1. <u>Vacations</u> - Employees covered by this Agreement shall earn annual vacations as follows:

Vacations will be taken between July 1 and September 1. Only with written permission will vacation time already accrued be taken during the regular school year. Such requests are to be submitted to the immediate supervisor for preliminary approval and shall be forwarded to the Superintendent by the supervisor for final approval. Vacations will be granted on a seniority basis. Requests for vacation, comp and personal days must be approved in advance in the same manner.

- A. Employees having less than three (3) months service, as of July 1, shall not be entitled to a vacation. (Appointed between April 1 thru June 30 no vacation).
- B. Employees having completed three (3) months to one (1) year of service, as of July 1, shall receive one week vacation. (Appointed July 1 thru March 31 one week vacation).
- C. Employees having completed more than one (1) year of service up to three (3) years of service, as of July 1, shall receive two weeks vacation.
- D. Employees having completed more than three (3) years of service up to five (5) years of service, as of July 1, shall receive three weeks vacation.
- E. Employees having completed more than five (5) years of service, as of July 1, shall receive four weeks vacation.

Subject to the approval of the Superintendent, which approval shall not be unreasonably withheld, vacation days not used in any year may be accumulated

into a personal bank of a maximum of three (3) days for vacation to be utilized no later than December 31<sup>st</sup> of each year. It is understood these days will be forfeited beyond this date. Specific requests to use any of the foregoing three (3) days of vacation shall be governed by Article VI, Paragraph #1 of the Agreement.

### 2. Holidays

A. The following days shall be considered holidays:

January 1New Year's Day

• Third Monday in January Martin Luther King's Birthday

Third Monday in February
 Last Monday in May
 Easter/Spring Recess
 President's Day
 Memorial Day
 Good Friday

• Work only 2 days during Easter and/or Spring Recess, alternating based on seniority

• July 4 Independence Day

First Monday in September
 Second Monday in October
 November 11
 Fourth Thursday in November
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day

• Fourth Friday in November Day following Thanksgiving

• Christmas Recess Dec. 24 thru and including New Year's Day.

- B. Employees may be required to work two (2) days during Easter. Such work shall be on an alternating basis and shall be based on seniority.
- C. If employees are required to work on February 12, Lincoln's Birthday, or Election Day, they shall be granted compensatory time. This compensatory time shall be worked out with the immediate supervisor. Further, if any employee is required to work on a Presidential Election Day, that employee shall be compensated at that employee's hourly rate, times two (double time) for every hour worked on that Presidential Election Day.
- D. Should an emergency occur requiring work on the holidays outlined in 2A above, compensatory days shall be worked out between the Administration and the Association.
- E. Holidays that fall on Saturday shall be celebrated on the preceding weekday. Those that fall on Sunday will be celebrated on the succeeding weekday.
- F. In the event the majority of the administration is dismissed or not required to report to work due to snow or other emergencies, all Association members shall also be excused from work.

1. When emergency closing of school for students is declared during the course of a regular scheduled school day, the school administration shall announce when employees may leave the building. Such announcement will be made in a manner most likely to reach all staff.

### G. Birthday holiday

Commencing July 1, 2004, an employee may take a birthday holiday. If a birthday falls on a Saturday, day to be taken on preceding Friday. If a birthday falls on a Sunday, day to be taken on the next following Monday. If a birthday falls on a holiday or other day when the school is closed, the day is to be taken on the next regularly scheduled workday.

# **ARTICLE VII**

### **WORKING DAY**

- A. The normal workday in the business, general and other offices, shall be 7:45 a.m. to 3:45 p.m.
  - 1. The above hours may be staggered based on recognized established needs of the various offices.
  - 2. The normal workday shall include a one (1) hour lunch period.
  - 3. The work day shall include two (2) ten minute breaks, one each in the morning and afternoon. Work day breaks may be combined with the lunch period with approval from the superintendent, or direct supervisor.
  - 4. School office employees leaving during the course of a workday due to illness will be charged as follows: employees leaving the workday after working less than 3 and 1/2 hours will be charged a full day; those employees leaving the workday after more than 3 and 1/2 hours will be charged with a half day.

### B. Overtime

Overtime may be required under certain exigent conditions. Every effort will be made to assure prior notice to the employee. The need for overtime will be determined solely by the Superintendent as a management prerogative. All overtime must be previously approved by the Superintendent or the superintendent's designee upon recommendation of the Supervisor. Employees who work additional hours/jobs/events shall be paid at an overtime rate which is based on the employee's base salary calculated per hour.

# C. Summer Hours

- 1. Beginning the last day of school in June for teachers and continuing through the first day of school in September for teachers, the working hours shall be 8:00 a.m. to 3:00 p.m. with one-half hour lunch.
- 2. Summer hours for 2004-2005 will remain at 8:00 a.m. to 3:00 p.m. with one-half hour lunch. The parties agree to meet in the month of April 2005 to discuss the possibility of any change in the future summer hours.

## **ARTICLE VIII**

### **LEAVE OF ABSENCE AND SICK DAYS**

### A. Sick Days

- 1. Each employee shall receive twelve (12) cumulative sick days per year with no maximum limit.
- 2. Where in the case of a protracted illness, an employee shall have exhausted his accumulated days of sick leave, the Board may grant additional pay in its discretion, pursuant to N.J.S.A. 18A:30-6.
- 3. Each employee shall receive written notice of accumulated sick leave no later than October 30<sup>th</sup> of each school year.
- 4. Payment of accrued sick days shall be granted upon retirement according to the following formula:
  - (a) No employee shall be eligible for payment unless he/she has accrued at least twenty (20) days.
  - (b) For employees hired prior to July 1, 1996, the percentage of days subject to payment shall be fifty (50%) percent of his/her accumulated sick leave up to a maximum of 150 days.
  - (c) For employees hired after July 1, 1996, the percentage of sick days subject to payment shall be fifty (50%) percent of his/her accumulated sick leave up to a maximum of \$7,500.00.
  - (d) Any employee that elects to take advantage of an early retirement incentive plan will be limited to a \$7,500.00 cap in sick day conversion.

### B. <u>Personal Days</u>

- 1. Each employee shall receive three (3) personal days per year. Unused personal days shall be accumulated as sick leave days.
- 2. One (1) unused personal day may be carried over to the following year for a total of four days. This day will be non-cumulative.
- 3. The employee shall be required to state the reason for such personal leave. The following categories shall be acceptable reasons for taking leave under this Article: legal problems, medical problems, family problems, household needs.
- 4. A request in writing should be given to the Immediate Supervisor five (5) days in advance of the requested date of the Personal Day (except for an Emergency Personal Day to be submitted in writing immediately upon return indicating the emergency). This request should also include the reason for the Personal Day (explanation in B-3 of Article VIII).

# C. <u>Death</u>

- 1. Up to four (4) days at any one time with pay may be granted in case of a death in the employee's immediate family, which includes parent, mother-in-law, father-in-law, guardian, brother, sister, wife, husband, grandparent, child or a relative living in the household as one of the immediate family.
- 2. Up to one day with pay at any one time shall be granted in the event of a death of a relative not in the immediate family or a close friend.
- 3. Any of the above death leaves may be extended at the Superintendent's discretion.

### D. Convention

- 1. Employees shall be granted two (2) days leave with pay to attend the NJEA Convention.
- 2. The president of the Association or her/his designee shall be granted two (2) days each year with pay to attend association related conferences, workshops or meetings.

#### E. Extended Leave of Absence

Any school office employee who experiences a disability arising out of, but not limited to pregnancy, childbirth, miscarriage, and/or recovery shall apply for and receive disability leave upon presentation of documentation from a medical doctor.

Any school office employee upon request shall be granted an unpaid leave for the purpose of rearing or adopting a child(ren). A single child-rearing leave shall be granted for a period of no more than two consecutive calendar years upon written request by the employee to the Superintendent with full insurance coverage in accordance with the Family Leave Act.

- 1. Disability leave shall be charged to accumulated sick leave, if any, of said employee. If the accumulated sick leave is or has been exhausted, the disability leave shall be without pay, but with full insurance coverage in accordance with the Family Leave Act.
- 2. In the event of a miscarriage or other emergencies making the maternity leave unnecessary, the employee shall be permitted to return to work immediately.
- 3. The employee must notify the Superintendent of such leave at least thirty (30) days prior to the start of such leave and submit verification, if requested.

### F. Perfect Attendance Award

Unit employees who have zero absences deducted from accumulated sick days during the period July 1<sup>st</sup> to June 30<sup>th</sup> shall be entitled to a payment of seven hundred and fifty dollars. (\$750.00). For purposes of calculating perfect attendance, an employee may use her/his personal days, compensation days and still be eligible for perfect attendance. Vacation and funeral days are not included in the perfect attendance definition. Any sick days taken, whether half-day or full-day, will eliminate a candidate for the perfect attendance award.

### **ARTICLE IX**

### **INSURANCE PROTECTION**

- A. The Board shall provide the health care insurance designated below. The Board shall pay the full premium for each employee and in cases where appropriate, for family-plan insurance coverage. Said coverage shall be equal to or better than the coverage provided to unit members during the 1983-84 contract year.
- B. The Board agrees to provide a dental insurance program for each employee and in cases where appropriate, for family plan coverage. The plan shall include the following elements:

•	Preventive and Diagnostic	100%
•	Basic Services	80%
•	Prosthodontic Benefits	50/50
•	Orthodontic Benefits	50/50

C. The Board shall provide a prescription drug plan for each employee and in cases when appropriate for family-plan coverage, the plan shall require unit members to pay five dollars (\$5) for generics, ten dollars (\$10) for preferred and twenty-five dollars (\$25) for brands.

The Board shall provide a mail order prescription drug plan for each unit member and in cases when appropriate for family-plan coverage. The mail order plan shall require unit members to pay ten dollars (\$10) for generics, twenty dollars (\$20) for preferred and fifty dollars (\$50) for brand.

- D. It is understood that the Board reserves the right to change carriers provided that the new carrier provides equal or improved benefits than those in existence. The Board has the obligation to provide the union advance notice of any change in the insurance carrier and sufficient information to ensure that coverage provided by the new carrier is equal or better than the coverage provided by the prior carrier.
- E. The Board shall extend dental and prescription coverages to retired personnel at no cost to the Board. Subject to the approval of the insurance company with which the coverage is contracted, the Board agrees that an employee retiring from this school may continue group coverage as provided to other employees covered by this and subsequent contracts provided that the Board is reimbursed on a quarterly basis in advance.
- F. Should an employee die, the immediate family shall have the option of continuing dental and prescription benefits at no expense to the Board in accordance with COBRA if applicable. The method of reimbursement to the Board shall be identical and subject to the same terms as set forth in Schedule E of this Article.
- G. The Board shall make payment of insurance premium to provide insurance coverage commencing as soon as an employee is eligible under the terms of the insurance carrier.
- H. Provisions of the health-care insurance program shall be set forth in the Blue Cross-Blue Shield Rider "J" and Major Medical Insurance coverage and New Jersey Dental Service Plan Inc., or in policies equal to or better than in the master policies and the Board obligations shall be to the extent set forth in said policies. All coverages will be extended to children of employees up to the age of 23, in accordance with insurance company conditions.

- I. The Board shall provide to each member a description of the health-care insurance coverages provided under this Article when made available by the insurance carrier.
- J. All employees on unpaid leave shall be entitled to remain covered under the group insurance policies at no cost to the Board. Notwithstanding this provision, any employee on medical leave, paid or unpaid, shall remain covered under the group policies at no cost to the affected employee.
- K. The employee has the option of personally completing the employee information portion of reimbursement forms for insurance plans under this contract or permitting the school business office to complete the employee information portion of any reimbursement for health care insurance, major medical or other plan, as provided herein.
- L. Effective July 1, 2004, an employee shall be entitled to waive the medical health insurance coverage and receive three-thousand dollars (\$3,000.00) provided the employee can demonstrate that he or she has alternative medical coverage for the employee and any dependents. Such waiver will be in writing on or before June 1 of each succeeding year.

The employee may choose to receive the three-thousand dollar payment either in one lump-sum payment to be made on the 24<sup>th</sup> payroll period or in twenty-four (24) equal installments to be paid over the course of 24 payroll periods.

The tax liability of all employees (including those not waiving coverage) shall be protected under a Section 125 Plan. The details of the 125 Plan shall be set forth in Appendix A which is attached hereto and made a part hereof.

Members will be able to immediately return to the district's health insurance program, with no loss or break in coverage under the following circumstances:

- A. the employee loses their alternate insurance;
- B. during the open enrollment period; or
- C. in the event of an unforeseen emergency or urgent circumstance.

#### **ARTICLE X**

### **DEDUCTION FROM SALARY**

### A. <u>Association Payroll Dues Deduction</u>

1. The Board agrees to deduct from the salaries of its employees dues for the local Association and the New Jersey Education Association. Such deduction shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:1415.9e) and under rules established by the State

Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time, be designated by the local Association, by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

## 2. <u>Representative Fee:</u>

- (a) Purpose of Plan: If a bargaining unit member 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 or 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 shall not exceed 85% of that amount. The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, a) for partisan, political, or ideological activities or causes, that are only incidentally related to terms and conditions of employment, or b) applied toward the cost of benefits available only to members of the majority representative.
- (c) <u>Deduction-and-Transmission-of-Fees</u>: The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year, the full amount of the representation fee set forth in Schedule B above and promptly 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 bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position. The Association, before any deductions are made will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The

Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

- (d). <u>Indemnification and Save Harmless Provision</u>: 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 the Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph.
- (e). Termination of Employment: If a bargaining unit member who is required to pay a representation fee terminates his or 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 bargaining unit member during the membership year in question and promptly forward same to the Association. The Procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this Paragraph which it fails to make.
- (f). <u>Mechanics</u>: Except as 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.

# **ARTICLE XI**

# FAIR DISMISSAL PROCEDURE

#### A. Notification-of-Status

### 1. Date

On or before April 30th of each year, the Board shall give to each nontenure employee continuously employed since the preceding September 30th either:

- (a) A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- (b) A written notice that such employment shall not be offered.

### 2. Reasons

Any employee who receives a notice of non-employment may within five (5) days thereafter, request in writing a statement of reasons also in writing, for such non-employment from the Board Secretary, or his/her designee, which statement shall be given to the employee in writing five (5) days after receipt of such request.

### **ARTICLE XII**

### SENIORITY AND JOB SECURITY

- A. School district seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she:
  - 1. resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school District.

Any anticipated or planned reduction in force shall not be implemented or take effect without forty-five (45) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force).

- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees based on their date of hiring, work location, consistent with Title 18A:17-4.
  - 1. At least sixty (60) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations for which he/she is qualified for the purpose of giving him/her an opportunity to be exercised within said sixty (60) days to fill such vacancy. If he/she requests appointment to such vacancy, he/she shall be assigned thereto. In the event more than one appointed employee in the unit is laid off, and there are insufficient vacancies for such assignment, then the laid off

employees with the highest seniority shall first be assigned to the vacancies involved.

- 2. In the event that there is no such vacancy, then the laid off employee shall, within said sixty (60) days, be entitled to displace the appointed employee with the least seniority. The displacing employee shall be paid the rate of pay of the position which he takes as above.
- 3. The department shall furnish to each such laid off employee before said sixty (60) days, information as to the jobs available for which the employee is qualified for, so that he/she shall be in a position promptly to exercise his/her rights under sub-paragraphs (1) and (2) above.
- 4. Each appointed employee who is displaced shall similarly have sixty (60) days from the date of notice of his displacement to exercise his/her seniority rights, as set forth in sub-paragraphs (1) and (2) above.
- C. An employee who is discharged or laid off shall have thirty (30) days with which to file a written grievance under Article III hereof. In the event that no written grievance is filed within the said time, the lay-off or discharge shall be final and the employee shall have no recourse through the grievance procedure.
- D. After three (3) years of uninterrupted continuous service, each employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employees under provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:-17-4).

### E Employee Security

After completion of three (3) months of consecutive employment, no employee shall be dismissed or be subject to a reduction in salary, except for inefficiency, incapacity, conduct unbecoming an employee or other just cause.

#### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

#### A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

#### B. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein, and give them full force and effect as Board Policy.

### C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE XIV**

### PROMOTIONAL POSITION

All vacancies in promotional positions shall be adequately published (5) days in advance before final date of applications for position. A copy of said Notice of Positions availability shall be given to the Association. Employees desiring to apply for such positions shall submit their applications in writing to the Board of Education and shall receive acknowledgment of such application in writing. Preference shall be given to persons already employed by the Board and when all other factors are substantially equal; length of time in Passaic County School District shall be the deciding factor.

### **ARTICLE XV**

### **SALARY-GUIDES** - See attached.

### **Longevity Payments**

All certified employees hired prior to July 1, 1993, shall receive longevity pay in addition to their base pay as follows:

•	After five years of service	3% of salary
•	After ten years of service	5% of salary
•	After fifteen years of service	6% of salary
•	After twenty years of service	8% of salary
•	After twenty-five years of service	9% of salary

All certified employees hired after July 1, 1993 shall receive longevity pay in addition to their base pay as follows:

After ten years of service
After fifteen years of service
After twenty years of service
After twenty-five years of service
9% of salary
9% of salary

These longevity increases shall be over and above any other increases and shall be in addition to their base pay. A year of active service shall be computed in the same manner as the year of active service is computed in the salary guide.

It is understood and agreed that "years of service," as applied to this Article means service in Passaic County Vocational and Technical School.

### **ARTICLE XVI**

### **TUITION REIMBURSEMENT**

**BOARD SECRETARY** 

Effective July 1, 1996, there shall be established a fund of \$2500.00 per contract year for the purpose of tuition reimbursement. For the purpose of obtaining reimbursement, the course taken must be pre-approved by the Superintendent whose approval shall not be unreasonably withheld. Employees shall be entitled to be reimbursed for up to 6 credits per year, per person, at the William Paterson College rate.

An employee must receive a grade of "B" or better to be entitled to reimbursement for cost of the course.

This three year Agreement shall be effective as of July 1, 2003 and shall continue in

### **ARTICLE XVII**

# **DURATION**

effect until June 30, 2006.	
BOARD PRESIDENT	ASSOCIATION PRESIDENT
ATTEST:	ATTEST:
MAE REMER	

ASSOCIATION SECRETARY

# **OFFICE WORKERS SALARY GUIDE**

YEAR 1

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29,185

29,785

30,385

31,645

33,470

35,295

36,945

38,480

39,635

42,135

2003-04 Passaic Vo-Tech Secretaries **Salary Guide** Group A/B **Group C Group D Group E Group F** Data Entry/ Locker/ **Executive** Step **Switchboard Secretary Bookkeeper ID Clerk** Secretary/ **Bookkeeper** 1 26,785 29,785 36,285 30,585 36,785 2 27,385 30,385 36,885 31,185 37,385 3 37,485 31,785 37,985 27,985 30,985 4 32,385 28,585 30,985 38,085 38,585

31,585

32,185

33,390

34,645

36,470

38,295

39,945

41,480

42,635

45,135

38,685

39,285

39,885

41,145

42,970

44,795

46,445

47,980

49,135

51,635

32,985

33,585

34,185

35,445

37,270

39,095

40,745

42,280

43,435

44,635

39,185

39,785

40,385

41,645

43,470

45,295

46,945

48,480

49,635

52,135

YEAR 2 2004-05

# Passaic Vo-Tech Secretaries

Salary Guide					
	Group A/B Data Entry/	Group C	Group D	Group E Locker/	Group F Executive
Step	Switchboard	Secretary	Bookkeeper	ID Clerk	Secretary/Bk
1	26,785	29,785	36,285	28,785	37,535
2	27,385	30,385	36,885	29,385	38,135
3	27,985	30,985	37,485	29,985	38,735
4	28,585	31,585	38,085	30,585	39,335
5	29,185	32,185	38,685	31,185	39,935
6	30,030	33,030	39,530	32,030	40,780
7	31,230	34,230	40,730	33,230	41,980
8	32,530	35,530	42,030	34,530	43,280
9	33,930	36,930	43,430	35,930	44,680
10	35,430	38,430	44,930	37,430	46,180
11	37,030	40,030	46,530	39,030	47,780
12	38,730	41,730	48,230	40,730	49,480
13	40,830	43,830	50,330	42,830	51,580
14	43,330	46,330	52,830	45,330	54,080

YEAR 3

# 2005-06 Passaic Vo-Tech Secretaries

2000 00	Tassaic vo-reen decretaires				
Salary Guide Step	Group A/B Data Entry/ Switchboard	Group C Secretary	Group D Bookkeeper	Group E Locker/ ID Clerk	Group F Executive Secretary/Bk
1	28,920	31,920	38,420	30,620	39,920
2	29,520	32,520	39,020	31,220	40,520
3	30,120	33,120	39,620	31,820	41,120
4	30,720	33,720	40,220	32,420	41,720
5	31,565	34,565	41,065	33,265	42,565
6	32,765	35,765	42,265	34,465	43,765
7	34,065	37,065	43,565	35,765	45,065
8	35,465	38,465	44,965	37,164	46,465
9	36,965	39,965	46,465	38,665	47,965
10	38,565	41,565	48,065	40,265	49,565
11	40,265	43,265	49,765	41,965	51,265
12	42,365	45,365	51,865	44,065	53,365
13	44,715	47,715	54,215	46,415	55,715