
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE PARAMUS BOARD OF EDUCATION

AND

PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES

COVERING THE PERIOD OF
JULY 1, 2017 THROUGH JUNE 30, 2020

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AGREEMENT

AGREEMENT entered into this 19 day of June, 2017, between the BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS AND THE PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES.

This agreement will commence July 1, 2017 and continue through June 30, 2020.

ARTICLE 1 – DEFINITIONS

A. WORDS AND PHRASES

1. **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.
2. **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 2 – 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:

Secretary to the Superintendent
Secretary to the Assistant Superintendent/Administration/Curriculum
Secretary to the Business Administrator/Board Secretary

ARTICLE 3 – WORK YEAR

- 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 following shall be holidays for employees covered by this Agreement: Independence Day, Labor Day, Rosh Hashanah and Yom Kippur (when these Holidays fall on a weekday and school is not in session), Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Should the Board convert any of these holidays, except for Rosh Hashanah and Yom Kippur, to a work day, the displaced holiday(s) will be given as additional paid days off during any school break when employees usually report to work (*e.g.*, April/Spring recess or the December recess.) In addition

to the specific holidays listed above, in each school year covered by this Agreement the Board shall designate five (5) additional holidays throughout the year.

B. WORK YEAR

1. **TEN- (10) MONTH EMPLOYEES** – The work year for ten-month employees shall start five business days before the opening of school and shall end five business days after student dismissal, and shall encompass all days that students are in attendance.

2. The work year for employees holding the position of Secretary to the Elementary School Principal Category II shall be that of the ten-month staff plus an additional fifteen (15) days to be worked during the months of July and August (exclusive of the 5 days before and after the start of school). These 15 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.

3. **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.

a. 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.

b. Effective November 1, 2014, all new twelve-month employees shall be entitled to ten (10) vacation days; after they have been employed in the district for ten (10) years, they shall be entitled to fifteen (15) vacation days; after they have been employed in the district for sixteen (16) years through twenty (20) years, they shall be entitled to one (1) additional vacation day for each year employed (e.g., 16 days after 16 years of employment, 17 days after 17 years, etc.); after they have been employed in the district for twenty (20) years, they shall be entitled to twenty (20) vacation days. In the event that, subsequent to November 1, 2014, an employee who was employed prior to November 1, 2014, as a ten-month employee shall become a twelve-month employee, said employee shall receive credit for years of service and will follow the vacation day schedule in paragraph 3a (above).

4. Compensation for vacation days shall be prorated for employees hired after July 1, 1987, whose services are terminated, as follows:

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

5. Compensation for vacation days shall be prorated for employees hired after November 1, 2017, whose services are terminated, as follows:

Years of Service	Days Per Month	Maximum Number of Days
1-10	1	10
11-15	1.5	15
16	1.5	16
17	1.5	17
18	1.5	18
19	1.5	19
20 or more	2.0	20

ARTICLE 4 – HOURS OF WORK

- A. **WORK DAY** – Secretarial/clerical personnel shall work a seven (7) hour day September through June and a six (6) hour 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 5 – LEAVES

- A. **SICK LEAVE** – The number of sick days per year shall be twelve (12) for twelve-month employees, Category III, IV and V, and ten (10) days for ten and ten plus employees, Category I and II.
- B. **PERSONAL LEAVE** – All personnel will be entitled to an aggregate of up to five (5) days personal leave annually without reason being given.

All personnel shall enter personal day or vacation day requests into the District substitute and attendance communication system 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. Personnel will receive a response to their request no later than five (5) school days from the date the request is submitted. 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.

- C. **BEREAVEMENT LEAVE** – In addition to personal business leave, all personnel shall be entitled to two (2) days paid leave for death in the immediate family, to be taken in close proximity to the date of death. The term “immediate family” shall include the following relatives of the employee and employee’s spouse: spouse, child, step-child, parent, brother, sister, grandparent and grandchild, and shall include any other relative or non-relative who at the time of death was a member of the employee’s household.

ARTICLE 6 – SALARIES

- A. **SALARY PROGRAM**

Salaries for the 2017-20 school years shall be increased as follows:

- 1. 2017-2018 – 2.95 percent inclusive of increment as contained in salary guide Schedule A
- 2. 2018-2019 – 2.95 percent inclusive of increment as contained in salary guide Schedule A
- 3. 2019-2020 – 2.90 percent inclusive of increment as contained in salary guide Schedule A

- 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**

- 1. 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.

2. 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 \$900 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 each school year for the duration of this Agreement, 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 agree to establish a committee to develop workshops/courses to be conducted in-district at no cost to the Board. This committee will consist of an administrative representative(s) and members of this unit selected by the Association.

F. **RETIREMENT STIPEND**

1. **FIFTEEN (15) YEARS OF EMPLOYMENT**

- a. 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.
- b. Any secretary who shall retire during the term of this Agreement and who shall have rendered fifteen (15) or more years of service to the Paramus Public Schools and who shall have, as of the date of retirement, one hundred (100) or more unused days of cumulative sick leave shall be eligible for a retirement stipend to be determined by

multiplying the sum of \$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.
3. Any member of the Association qualifying for such a retirement stipend shall be paid in accordance with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA) amended Section 403(D)(3) of the Internal Revenue Code of 1986. The amended code permits the Paramus Board of Education to deposit the retirement stipend (unused sick leave stipend) directly to the employee's 403(b)(3) tax-sheltered annuity program in a manner that would be federally tax deferred and exempt from Social Security tax. Upon certified retirement, the employee shall automatically receive his or her full payment in accordance with the provisions of the EGTRRA amended Section 403(b)(3).

ARTICLE 7 – INSURANCE PROTECTION

A. HEALTH INSURANCE

THE PLAN – Secretarial/Clerical Staff who work more than 25 hours per week shall be eligible for medical coverage. Secretarial/Clerical Staff who work less than 25 hours per week shall not be eligible for medical benefits.

a. Health insurance coverage shall be the School Employees Health Benefits Plan (“SEHBP”), with NJ DIRECT10 or Aetna Freedom10 as the base plan for employees. For all years of the Agreement, employees will continue to contribute the Tier 4 insurance contribution required by c. 78 P.L. 2011 through a payroll deduction in the same manner as done at present. In the event the Board elects in the future to leave the SEHBP, replacement coverage shall be substantially equivalent to the best base insurance plan then in place for employees under the SEHBP, provided that the replacement coverage shall be at least equal to the amounts then in effect in such SEHBP plan for the following items:

- Prescription co-pay
- Physician co-pay
- Out-of-network payments
- Out-of-pocket maximums for in-network and out-of-network

b. Secretarial/clerical employees requesting family coverage must present a Marriage Certificate or a Certificate of Civil Union to the Superintendent's Office/Department 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.

c. 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. So long as coverage is provided through the SEHBP, employees who elect to waive health insurance coverage provided by the Board, but receive other health insurance coverage through the SHBP or SEHBP, will not be eligible to receive the health insurance waiver incentive set forth in this Agreement.

e. A staff member who elects to waive health insurance coverage under the SEHBP, and is eligible to receive the incentive waiver, must waive such insurance coverage for the full Benefit Year (January 1 through December 31) in order to receive the waiver incentive.

1. f. In the event the Board elects to leave the SEHBP, the following shall apply where an employee's spouse is also employed by the Paramus Board of Education and is eligible for the same health insurance coverage as said spouse. In such a circumstance, 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 his/her spouse employee may elect together to have single family coverage under the existing health plan. The intent of this provision is to prevent duplicative coverage of employees and their spouses under the private health plans (duplicative coverage is prohibited under the terms of the SEHBP).
2. **PREMIUM PAYMENTS** – The Board shall pay the full premium chargeable to each participating employee, for single, two adult, parent/child, or family coverage, whichever may be applicable, provided, however, that effective July 1, 2011, all participating employees shall pay via payroll deduction the insurance contribution amount required pursuant to Chapter 78, P.L. 2011. The Board, the Association, and the employee agree to cooperate to try to avoid situations in which employees who have independent coverage receive duplicate coverage under this Agreement.
3. **DESCRIPTIVE BROCHURE** – The Board shall provide each new secretary/clerk with such descriptive brochure as may be made available by the current health 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 – 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:
 - a. Employees who voluntarily elect to waive coverage shall be entitled to receive a fixed benefit waiver reimbursement amount as stated in the table below for each year insurance is waived.

Plan	Single	P/C	2 Adults	Family
Medical	1,507	2,300	2,934	3,861
Rx	385	494	727	809
Dental	96	187	303	295
Total	1,988	2,981	3,964	4,965

- b. Payment of the monies in "a" above shall be made no later than the last workday of the school year.
- c. Employee must waive such insurance for a full year (January 1 through December 31) to be eligible for payment. Notification of waiver must be made during open enrollment 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.
- 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 January 1 through December 31, that employee may advise the Board of an immediate need to reinstitute insurance coverage. Upon such notification, the Board shall pay to the employee a proportionate fixed benefit waiver reimbursement amount as stated in the table in paragraph "a." above in lieu for the period of time during the year 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. 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 each school year for the duration of this Agreement provide each eligible Secretarial/Clerical Association member and their spouse and dependent children, where applicable, a thirty dollar (\$30) name brand/five dollar (\$5) generic and thirty (\$30) 90-day supply mail-order generic or name brand 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 PLAN – The Board shall provide a dental plan for each eligible employee and his/her family. The Board shall pay the full premium. The administration of the dental plan shall be the responsibility of the Board of Education
- D. PRORATION OF BENEFITS – Health Insurance, Prescription Plan, and Dental benefits for secretarial/clerical employees shall be prorated as follows: In the case of a secretarial/clerical employee who works more than 25 hours but less than 100 percent, health benefits shall be prorated. The employee in question shall be provided pro-rated coverage equal to the percentage of the full-time contract worked. The employee shall be responsible to reimburse the Board through payroll deductions made by the School Business Administrator the remaining portion of the premium.
- E. 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 8 – ASSOCIATION MEMBER RIGHTS

- A. JUST CAUSE – No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.
 - 1. During the first six months of employment, an employee shall be in a probationary “at-will” status and may be dismissed for any reason or no reason during such probationary period. Any discipline, termination or non-renewal of an employee during the probationary period shall not be reviewable under the contractual grievance procedure, including but not limited to binding arbitration
- 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 OMB 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.
 - 5. 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 9 – EVALUATION

- A. All secretarial/office assistant employees will be provided with written minimum evaluations, prepared by the employee’s immediate supervisor(s), as follows:
 - 1. Non-tenured employees shall receive, in addition to their annual summary evaluations, a minimum of three evaluations given at appropriate and essentially equally-spaced intervals during the evaluation year, the schedule of which shall be determined and distributed to all employees at the beginning of each evaluation year.

2. Tenured employees shall receive, in addition to their annual summary evaluations, a minimum of two evaluations given at appropriate and essentially equally-spaced intervals during the evaluation year, the schedule of which shall be determined and distributed to all employees at the beginning of each evaluation year.
- B. Each written evaluation shall be accompanied by a conference between the employee and designated supervisor(s). The signing of the written evaluation by the designated supervisor(s) shall occur within two working days of the review conference. The signing of the written evaluation by the employee and any written response by the employee shall occur within ten days of the signing by the designated supervisor(s).
 - C. The annual summary conference between designated supervisor(s) and secretarial/office assistant employees shall be held before the annual performance report is filed. This conference shall occur on or before June 30 of each school year and shall include, but not be limited to, a review of the following:
 1. The performance of the employee based upon the job description and the scores or evidence compiled using the performance feedback forms;
 2. The progress of the employee toward meeting any individual professional development goals; and
 3. The preliminary annual performance report.
 - D. The annual performance report shall be prepared by the designated supervisor(s) and shall include, but not be limited to:
 1. A summative rating based on the evaluation rubric, including a total score for each standard;
 2. Performance area(s) of strength and area(s) needing improvement based upon the job description, performance standards, and performance indicators;
 3. The employee's individual professional development goals.
 - E. The signing of the annual performance report by the designated supervisor(s) shall occur within two working days of the review conference. The signing of the annual performance report by the employee and any written response by the employee shall occur within ten days of the signing by the designated supervisor(s).

ARTICLE 10 – 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**
 1. "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.

2. "Aggrieved Person" is an employee or the Association claiming a grievance.
3. "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)

- a. 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.
- b. 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 11 – 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.
 - c. 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 12 – 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.

Paramus Board of Education

By: _____
William F. Holzmann, President

Date: _____

Witness: _____
Steven Cea, Board Secretary

Paramus Association of Educational Secretaries

By: _____
Kathy Riebesell, President

Date: _____

Witness: _____

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SCHEDULE A – SALARY GUIDES

YEAR 1 2017-18

Step	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5
1	36,500	39,500	43,200	43,500	46,000
2	37,200	40,200	44,550	44,400	46,800
3	38,500	41,000	45,700	45,400	47,800
4	39,700	42,100	47,320	47,200	49,500
5	41,000	44,100	48,700	49,100	51,200
6	42,710	45,200	50,200	51,000	53,300
7	43,800	48,000	52,200	53,200	55,800
8	46,500	51,000	55,550	56,500	59,250
9	50,280	54,860	59,350	60,600	63,160

Year 2 2018-19

Step	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5
1	36,500	39,500	43,200	43,500	46,000
2	37,200	40,200	44,950	44,400	46,800
3	38,500	41,000	46,600	45,400	47,800
4	40,300	42,100	48,020	47,200	49,500
5	41,000	44,100	49,420	49,100	52,100
6	42,710	46,200	51,100	51,000	53,800
7	45,000	48,700	53,200	53,700	56,200
8	47,600	52,150	56,750	57,300	59,850
9	51,180	55,810	60,350	61,600	64,160

Year 3 2019-20

Step	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5
1	36,500	39,500	43,200	43,500	46,000
2	37,200	40,200	44,950	44,400	46,800
3	38,500	41,000	46,700	45,400	47,800
4	40,300	42,100	48,820	47,200	49,500
5	42,200	44,100	50,520	49,100	52,100
6	43,600	46,200	52,400	51,300	54,400
7	45,700	49,700	54,600	54,200	56,900
8	48,500	53,150	57,840	57,900	60,450
9	51,980	56,660	61,200	62,450	65,000

CATEGORY – The employee categories 1 – 5 shall be defined as follows:

1. Category I – Ten-month Office Assistants
2. Category II – Ten-month Elementary Principal Secretary
3. Category III – Twelve-month Office Assistants
4. Category IV – Twelve-month MS Principal Secretaries and HS Assistant Principal Secretaries.
5. Category V – Twelve-month High School Principal and Central Office Secretaries