### **AGREEMENT**

#### BETWEEN THE

#### PHILLIPSBURG BOARD OF EDUCATION

AND THE

#### PHILLIPSBURG EDUCATION SECRETARIAL ASSOCIATION

X JULY 1, 1987 - JUNE 30, 1990

LIRRARY Institute of Management and Labor Relations

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#### PREAMBLE

This Agreement entered into this thirty-first day of March, 1988, by and between the Phillipsburg Board of Education, Phillipsburg, New Jersey, hereinafter called the "Board" and the Phillipsburg Educational Secretarial Association, hereinafter called the "Association".

#### ARTICLE I

#### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all secretarial and clerical personnel, under contract, but excluding the Secretary to the Superintendent of Schools, the Secretary to the Board Secretary/School Business Administrator, and the Secretary to the Assistant Superintendent.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to the personnel represented by the Association in the negotiating unit as above defined, and reference by pronoun to female employees shall have the same effect as if referring to male employees where the text herein so requires.

#### ARTICLE II

# NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. Not later than December of the last school year covered by this agreement, the Board agrees to enter into negotiations with the Association over a successor agreement. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement negotiated shall apply to all members of the negotiating unit, shall be reduced to writing, ratified by the Association and the Board and signed by both parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Proposed terms and conditions of employment shall be negotiated with the majority representative before they are established.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

### ARTICLE III

#### GRIEVANCE PROCEDURE

### A. Definition:

1. A "grievance" shall mean a claim in writing by an employee or group of employees that there has been to her or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement or of written Board policy affecting terms and conditions of employment or of an administrative decision affecting her or them.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence; otherwise the same shall not include the following:

- (a) Matters which according to law are beyond the scope of Board authority or which, by law, are limited to unilateral action by the Board alone.
- (b) The failure or refusal of the Board to renew a contract of a non-tenure employee.
- (c) A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- 2. A "Party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

#### B. Procedure:

- 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall...Permit the agrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

- 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.
- 5. Any party may be represented at all stages of the grievance procedure by herself and/or a representative.

#### C. Level One:

Any employee who has a grievance shall discuss it first with her immediate superior in an attempt to resolve the matter informally at that level. The employee will state clearly that the matter may be considered a grievance.

#### Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, she shall set forth within said five (5) working day period her grievance in writing to her immediate superior on the grievance forms provided in the administration manual. The immediate superior shall communicate his decision to the employee in writing with reasons within five (5) working days of receipt of the written grievance.

### Level Three:

The employee shall, no later than five (5) working days after receipt of the immediate superior's decision (if satisfactory) appeal the same to the Superintendent of Schools. appeal to the Superintendent must be made in writing with carbon copy to the immediate superior setting forth the matter submitted to immediate superior as specified above and the reasons dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible within a period not to exceed ten (10) working days. Superintendent shall communicate his decision in writing to employee and immediate superior.

#### Level Four:

If the grievance is not resolved to the employee's satisfaction, she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review and hearing by the The request shall be submitted in writing to the Board of Education. Board, care of the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it or the Board may, on its own election, conduct a hearing; and it may οf request the submission additional written material. additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to If the Board elects to conduct a hearing, it shall be reply thereto. held within twenty-one (21) working days of the receipt of grievance appeal by the Board. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties through the Superintendent of Schools of its determination.

### Level Five:

- (a) In any event any party is dissatisfied with disposition of the grievance at Level Four and wishes review by a pertains exclusively claim third party and the to misinterpretation, misapplication or a violation of any of the provisions of this Agreement, she shall within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to arbitration. Such request shall be accompanied by the written recommendation for such action by the Association.
- Within ten (10) working days after such written notice of request for submission to arbitration, the Board Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. parties shall then be bound by the rules and procedures of the in the of Arbitration Association selection The decision of the arbitrator shall be advisory arbitrator. only.

The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the The arbitrator shall be without power or authority to submitted. make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision which may discretionary provisions of this Agreement.

### D. Costs:

- 1. Each party shall bear the total cost incurred by it.
- 2. The fees and expenses of the arbitrator are the only costs which will be shared equally by both parties.

#### ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined or have her compensation reduced without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall, at the option of the employee and/or Association, be subject to the grievance procedure herein set forth.
- B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her own choosing present to advise her and represent her during such meeting or interview.

#### ARTICLE V

# ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives may apply to use a school building at all reasonable hours for meetings pursuant to Board policy. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- B. The Association shall have the right to reasonable use of the inter-school mail facilities with the prior approval of the building principal or his designee.
- C. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings shall suffer no loss of pay.

#### ARTICLE VI

#### WORK YEAR

# A. <u>Twelve Month Employees</u>:

The work year of twelve (12) month employees shall begin on July 1 and end on June 30.

# B. <u>Ten Month Employees</u>:

Ten (10) month employees shall work a total of one hundred ninety-five (195) days as follows:

- 1. All pupil days plus a number of additional days totaling 195 working days and their salary shall be calculated by multiplying the salary for their step on guide by 75%.
- 2. These additional days to be scheduled by the principal or immediate superior within the period immediately before the first day of school on the school calendar and/or immediately after the last school day on the school calendar.

### ARTICLE VII

# HOLIDAYS

A. Twelve (12) month employees shall receive the following paid holidays:

Independence Day
Labor Day

\*\*N.J.E.A. Convention
(Thurs. & Fri.)
Thanksgiving (2 days)
Christmas Eve
Christmas Day

New Year's Eve
New Year's Day
George Washington's Birthday
(Fri. and Mon.)
Good Friday
Easter Monday
Memorial Day

- B. If a scheduled holiday falls on a weekend, the Superintendent will designate an alternate day.
- C. If a pupil day is scheduled for a paid holiday, the secretary will elect another day to be used in lieu of the holiday. This day must be approved, but not delegated, by the immediate supervisor/administrator.

#### ARTICLE VIII

### **VACATIONS**

- A. Twelve (12) month employees shall be entitled to the following annual vacations after working the periods specified:
  - 1. During the first year of employment one (1) working day of vacation shall be earned for each full month of service in such school year, up to a maximum of twelve (12) working days.
  - 2. For the first full school year of service and thereafter the ninth full school year of service the annual vacation shall be twelve (12) working days.
  - 3. For the tenth full school year of service and thereafter through the sixteenth (16th) year annual vacation shall be fifteen (15) working days.
  - 4. After the sixteenth year employees will earn one (1) additional vacation day for each year of service up to a maximum of twenty-two (22) days.
  - 5. Not more than five (5) vacation days may be carried over to the following year.
- B. The work week will be shortened by one-half hour per week for regular twelve month employees beginning the first Friday after the pupil school year concludes and ending on the last Friday prior to the opening of school.
- \*\*Secretaries may, with approval of their immediate supervisor, elect holidays in lieu of these two days.

#### ARTICLE IX

## DAILY WORKING HOURS

- A. The work day of twelve (12) month employees shall consist of seven (7) working hours, and the work day of ten (10) month employees shall consist of six (6) working hours.
- B. Except for unforeseen circumstance the employee's lunch period shall be duty free.
- C. If an early dismissal or cancellation is necessary due to inclement weather, secretaries shall be released at the discretion of the Superintendent of Schools.

#### D. Overtime:

- 1. Overtime shall be paid at a rate of 1-1/2 times the hourly salary for time worked beyond a six (6) hour day for ten month employees or seven (7) hour day for twelve month employees.
- 2. All time worked on days when the secretary is scheduled to be off with pay, i.e. holidays, shall be paid at regular pay plus time-and-one-half.

# Seniority:

In assigning overtime work, employees who are responsible for a particular project during their regular workday shall be assigned to any overtime work related to that project. If additional assistance is required, employees in the same work cluster shall be offered the opportunity to work overtime to provide that assistance. A "work cluster" means those jobs which share the same location in the district and which interact directly with the employee who has primary responsibility for the project. Such overtime work shall be offered to such employees only if they are capable of doing the work efficiently. Overtime shall be distributed according to seniority, starting with the most senior and going down the seniority list to the least senior, regardless of how many overtime assignments that takes until all employees in the cluster have been offered the opportunity, and then overtime shall again be offered to the most senior employee. "Seniority" is defined by the employees' consecutive years of experience in the district.

If current employees within the cluster are not capable of doing the overtime work efficiently, the administration has the right to utilize persons from outside the district to do the work.

Nothing in this section shall interfere with the right of the Board to hire temporary or per diem employees to work during the regular work day as needed.

# ARTICLE X

# SALARY AND EMPLOYMENT STATUS

### A. Resignation:

An employee who wishes to resign from her position shall give two (2) weeks written notice to the Board. If proper notice has been given, such employee shall be paid for vacation earned in the school year of resignation according to the ratio that the number of full months worked in such school year bears to the number of months in the contract year.

# B. Notification of Contract and Salary:

No later than June 15, employees shall be notified of their employment status for the following year and, if then known, of their salary status for the following year. Non-tenure employees shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.

C. Increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent and those charged with supervisory responsibility, and approval by the Board are a prerequisite to the granting of all increments in salary.

#### ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### (JOB POSTING)

All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days. The job award will be posted within five (5) working days after being acted upon by the Board of Education at a place convenient to the Assistant Superintendent's office. It is understood that if there is no work available, the job award will be made to the successful bidder, but the employee will not be transferred to the new job until work is available. Management will advise the Association if there will be a delay in the transfer. addition to seniority, the employee's ability to perform the posted job and qualifications for performance will be considered in making the award. In instances where ability would be relatively equal, seniority Ability will be determined by the Board or its duly will govern. authorized representatives. In the event of any disagreement, then the matter will be referred to the Superintendent of Schools and his decision shall be final. A successful bidder or employee awarded a job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months. After a job has been awarded to a successful bidder, he or she has to fulfill a probationary period of months during which time the Board or six its authorized representative may re-assign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

#### ARTICLE XII

#### BOARD RIGHTS

A. Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the means, methods, and personnel by which such operations are conducted, and the authority to take whatever actions may be necessary to accomplish the missions of the school district.

### ARTICLE XIII

### SICK LEAVE

### A. Accumulative:

All ten (10) month employees shall be entitled to ten (10) sick leave days and all twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

# B. Notification of Accumulation:

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. After eighteen (18) years service in the district, employees who retire to collect a pension under PERS within one year shall be paid one-half their daily pay for up to sixty (60) accumulated days (i.e. a maximum payout of thirty days' pay). Daily pay is defined as seven (7) hours pay for 12-month secretaries and six (6) hours pay for 10-month secretaries.

### ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to non-accumulative leave of absence days with full pay up to a maximum of two days in any contract year as follows:
- Two (2) temporary leave days without specifying the reasons if they deem it to be of a personal nature. If, on any one day, requests for a temporary leave day of a personal nature exceed two (2) employees, the Superintendent may, in his discretion, deny or postpone requests beyond such number.

- B. All leaves of absence referred to in this section are subject to the following conditions:
  - (1) At least twenty-four (24) hours notice shall be given by the employee in requesting a personal day through her immediate superior. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10-month employees and 1/260 of the annual salary for 12-month employees.
  - (2) Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.
  - (3) The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.
- C. Up to five (5) days may be granted for death in the immediate family (husband, children and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law). The Superintendent may grant up to five (5) days when circumstances warrant.
- D. Extensions to any temporary leaves of absence referred to in Sections A & B as outlined above may be amended at the discretion of the Superintendent of Schools.
- E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

### ARTICLE XV

#### EXTENDED LEAVES OF ABSENCE

A. Other requests for leaves of absence may be granted by the Board of Education upon the recommendations of the Superintendent of Schools.

# ARTICLE XVI

# INSURANCE PROTECTION

- A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for the teachers' unit for the contract years 1987-1988, 1988-1989, and 1989-1990.
  - (1) Hospitalization benefits
  - (2) Surgical benefits
  - (3) Medical benefits
  - (4) Diagnostic benefits
  - (5) Major Medical benefits
  - (6) Dental benefits
  - (7) Others as agreed by Board and Association
- B. A Dental Program shall be provided by the Board for coverage at the rate of \$ (as increased) per month per employee from July 1, 1987 to June 30, 1990. Benefits are:
  - (a) 100% of preventive and diagnostic services
  - (b) 50%/50% of remaining basic services
  - (c) 50%/50% of prosthodontic benefits

Based upon a usual, customary/and reasonable fee schedule.

The Board of Education will provide health care insurance comparable to that which will be provided to the teachers' unit for the identical contract years 1987-1988, 1988-1989, and 1989-1990.

C. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

#### ARTICLE XVII

#### DEDUCTIONS FROM SALARY

- A. Association Payroll Dues Deduction:
  - 1. The Board agrees to deduct from the salaries of its employees dues for the Phillipsburg Education Secretarial Association, the New Jersey Education Association, the National Education Association, or any one combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Phillipsburg Education Secretarial 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. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any associations which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

### ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

- A. 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.
- B. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.
- C. 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.

# ARTICLE XIX

# DURATION OF AGREEMENT

# A. Duration Period

This Agreement shall be effective as of July 1, 1987 and shall continue in effect until June 30, 1990. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PHILLIPSBURG EDUCATION SECRETARIAL ASSOCIATION	PHILLIPSBURG BOARD OF EDEUCATION
BY LUCA SCHRUM PRESTDENT	BY Chafile 3 and stay fr.
By Phyllis ( Spirmer) BECRETARY	BY Willia L. Rainan.
DATED 7/7/88	DATED 7/20/FA

### ANNEX A

### REDUCTION OF PERSONNEL

- A. During the term of this contract, reduction of personnel shall be in conformity with this Agreement with the statutes of the state.
- B. If reduction of personnel is being considered, the Board shall notify the Association as soon as possible.
- C. During said layoffs, such employees seniority shall remain unbroken despite such layoffs and the accumulated sick leave shall not be cancelled but shall remain credited to him pending his return to assignment in this district.
- D. The fact that an employee is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years' service.
- E. Reduction of personnel or employees who are represented by the bargaining unit will be made according to the following:
  - (1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
  - (2) A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel.
  - (3) Probationary personnel or employees will be laid off first and if an employee has acquired tenure whose position has been curtailed is able to perform the services of the probationary employee.
  - (4) In the event employees must be laid off, layoff will be on the basis of seniority and ability except as provided for in (3) above.
  - (5) In the event of a layoff with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.
  - (6) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of the transfers and re-assignment article of this agreement.

# F. Recall:

Employees will be recalled in the inverse order of layoff for position openings for which they are competent and qualified in accordance with the following:

- (1) If a position exists within the district for which the employee is competent pursuant to this agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, he shall have sixty (60) days from being notified of a position in which to return to the district.
- (2) All employees on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employee shall notify the Superintendent by certified mail by April 15 of his intent to return to the school district or his layoff position shall be terminated.
- (3) No new employees shall be hired until all competent, tenured employees on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment.
- G. The recall list shall be maintained by the personnel office. It shall be the employee's responsibility to maintain a current address with the personnel office. Said employee waives his layoff position with the Board if he cannot be contacted by the district upon the opening of a position for which he is qualified.
- H. The above provisions shall apply to tenured personnel only.

#### ANNEX B

# Senior Service Increments

On the basis of the last continuous service in Phillipsburg schools, secretaries shall receive senior service increments as follows:

Beginning 16 years \$ 250 Beginning 21 years \$ 500 Beginning 26 years \$ 750 Beginning 31 years \$1,000

These senior service increments are over and above the salary guide.

#### 1987-88

8 <b>TE</b> P	LEVEL	I	LEVEL	II	LEVEL	III	<b>LEVEL</b>	IV
1	114	135	119	35	124	135	129	35
2	120	145	125	545	-130	345	135	45
3	124	155	129	955	134	155	1399	55
4	128	365	133	365	130	365	1430	55
5	132	275	13'	775	143	275	147	75
6	136	585	143	185	146	585	151	85
7	140	95	149	595	150	195	1559	95
8	149	505	150	005	15!	505	1600	05
9	149	915	15	415	159	315	164	15
10		182	150	682	16	L 8 2	166	

# 1988-89

STEP	LEVEL I	FEAET II	TEAET III	LEVEL IV
1	12270	12770	13270	13770
2	12480	12980	13480	13980
3	13090	13590	14090	14590
4	13500	14000	14500	15000
5	14110	14610	15110	15610
6	14520	15020	15520	16020
7	14930	15430	15930	16430
8	15340	15840	16340	16840
9	15750	16250	16750	17250
10	16143	16643	17143	17643

# 1989-90

STEP	LEVEL I	rever ii	TEAET III	LEVEL IV
1	13080	13580	14080	14580
2	13280	13780	14280	14780
3	13480	13980	14480	14980
4	14090	14590	15090	15590
5	14555	15055	15555	16055
6	15130	15630	16130	16630
7	15730	16230	16730	17230
8	16490	16990	17490	17990
9	17115	17615	18115	18615
10	17780	18280	18780	19280

William Physics Chifth 3 arbitans

Rua Ochrym Phyllie Hisner

# CHART SHOWING THE PLACEMENT OF STAFF

# ON THE SECRETARIAL SALARY GUIDES

If you were on this step in		to tep in			and to	
1986-87	1987	-88	1988	-89	1989	-90
0	> 1		> 2	!	> 3	
1	> 1		> 2	!	> 3	
2	> 1		> 2		> 3	
3	> 2		> 3		> 4	
4	> 2		> 3		> 4	
5	> 3		> 4		> 5	,
6	> 3		> 4		> 5	
7	> 4		> 5		> 6	
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9	> 5		> 6		> .7	
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13	> 8		> 9		> 10	
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16	> 10		> 10		> 10	
17	> 10		> 10		> 10	
18	> 10		> 10		> 10	

### **MEMORANDUM**

# Reference: ARTICLE XIII - SICK LEAVE

The secretarial contract added a clause that states their conditions for unused sick leave upon retirement. Since non-certified personnel retire under different stipulations than certified staff in the State of New Jersey, the wording includes a phrase that suggests the fractional payment of unused days to be paid within a year and upon receipt of the employee's first retirement check. The language, in my opinion provides a measure that verifies the employee's retirement. These initial retirement checks may take a minimum of three to four months and a maximum of twelve months to receive, with the former usually occurring if all paperwork is in order.