

#418

*Original copy
of contract*

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS

and the

PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES

JULY 1, 1990 through JUNE 30, 1992

BOARD OF EDUCATION
PARAMUS, NEW JERSEY

Mr. Ronald Weber, President
Mr. Richard Schweidel, Vice President
Mrs. Joanne Bergmann
Mrs. Sharon Bower
Mr. Michael Brown
Mr. Anthony Bucco
Dr. Joseph Cardella
Mrs. Kathleen Igoe
Mr. Lawrence Ruggiero

Dr. Harry A. Galinsky, Superintendent of Schools
Dr. Janice Dime, Assistant Superintendent
Dr. Joseph P. Lupo, Assistant to the Superintendent
for Personnel
Mr. Jerome F. Bohnert, Business Administrator/
Secretary
Mr. Lester Aron, Board Attorney

PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES
PARAMUS, NEW JERSEY

Ms. Joyce Roth, President
Ms. Ruth Polifrone, Vice President
Ms. Carolyn Behnke, Secretary
Ms. Catherine Heger, Treasurer



September 24, 1991

Public Sector Librarian
IMLR Library - Rutgers University
Ryderson Lane & Clifton Avenue
New Brunswick, N.J. 08903

Dear Sir or Madam:

In compliance with Section 8.2 of the New Jersey Employer/Employee Relations Act, I have amended N.J.S.A. 34:13A-8.2, we are hereby providing the commission with a copy of the contract between the Paramus Board of Education and the following employee groups:

1. Education Association of Paramus.
2. Paramus Association of School Administrators.
3. Paramus Association of Education Secretaries.
4. Custodial and Maintenance Workers.

Sincerely,

Joseph P. Lupo, Ed.D
Assistant to the Superintendent
for Personnel

JPL:cd
Encls.

CONTENTS

ARTICLE	PAGE
AGREEMENT	1
I. DEFINITIONS	
A. Words and phrases	2
B. Gender	3
II. RECOGNITION	
A. Association Status	3
III. CALENDAR AND WORK YEAR	
A. Calendar	4
B. Work Year	4
IV. HOURS OF WORK	
A. Work Day	6
B. Lunch Period	6
V. LEAVES	
A. Sick Leave	7
B. Personal Leave	7
VI. SALARIES	
A. Salary Program	8
B. Increments	8
C. Overtime	8
D. Professional Development Program	8
E. Retirement Stipend	9
VII. INSURANCE PROTECTION	
A. Health Insurance	11
B. Prescription Plan	14
VIII. ASSOCIATION MEMBER RIGHTS	
A. Just Cause	15
B. Seniority	15
C. Notice of Vacancy	15
D. Travel Expense	15

IX. EVALUATION	
A. Procedures	16
B. Withholding of Increment	17
X. GRIEVANCE PROCEDURE	
A. Purpose	18
B. Definition of Terms	18
C. Time Limits	18
D. Levels of Procedure	19
E. Rights of Employees to Representation	24
F. Miscellaneous	24
XI. REPRESENTATION FEE	
A. Purpose of Fee	26
B. Amount of Fee	26
C. Deduction and Transmission of Fee	26
D. Termination of Employment	27
E. Mechanics	27
F. Indemnification and Save Harmless Provision	27
XII. DURATION AND SCOPE	
A. Negotiation of a Successor Agreement	29
B. Separability	29
C. Amendment or Modification	29
SCHEDULE A - SALARY SCHEDULE	31

AGREEMENT

AGREEMENT entered into this _____ day of _____, 1990 between the BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS AND THE PARAMUS ASSOCIATION OF EDUCATIONAL SECRETARIES.

This agreement will commence July 1, 1990 and continue through June 30, 1992.

ARTICLE I

DEFINITIONS

A. WORDS AND PHRASES

EMPLOYEE - Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

B. GENDER

Whenever the masculine gender shall be used in this Agreement, it shall include the feminine gender and whenever the feminine gender shall be used, it shall include the masculine.

ARTICLE II

A. ASSOCIATION STATUS

The Board hereby recognizes the Paramus Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all secretarial/clerical personnel, under contract, employed by the Board during the term of this Agreement, but excluding:

The Secretary to the Superintendent

The Secretary to the Assistant Superintendent

The Secretary to the Business Administrator

The Secretary to the Administrative Assistant for Personnel

ARTICLE III

A. CALENDAR

A Board approved calendar noting the days school offices will be closed shall be delivered to all 12 month employees prior to the beginning of a contract year. The day before Christmas and the day before New Year's Day shall be holidays for employees covered by this Agreement.

B. WORK YEAR

1. TEN (10) MONTH EMPLOYEES

The work year for 10 month employees shall start five (5) days before the opening of school and shall end five (5) days after student dismissal, but in any event no later than June 30.

2. TWELVE (12) MONTH EMPLOYEES

Secretarial/clerical personnel employed on a 12-month basis shall be employed from July 1 to June 30 and shall work all of the days that school offices are open for business. They shall, in addition, be entitled to a paid vacation of twenty two (22) days during said year. Twelve month personnel shall have the option of taking ten (10) days of their twenty two (22) non-working days during the school year provided that they have obtained approval of the Administration prior to taking such leave. Effective July 1, 1987, all new 12 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 10 month employee shall become a 12 month employee, said employee shall receive credit for years of service.

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

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

3. A sign up list shall be posted annually from March 1 to May 1 permitting secretaries to volunteer for summer employment in Category II. If there are no volunteers, the Superintendent may assign secretaries to work up to two (2) weeks during the summer.

Compensation for summer employment of 10 month secretaries shall be as follows:

1990-1991 - Secretary's individual rate plus \$2.25 per hour

1991-1992 - Secretary's individual rate plus \$2.45 per hour

*should read
Summer of-*

ARTICLE IV

HOURS OF WORK

A. WORK DAY

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

B. LUNCH PERIODS

Secretarial/clerical personnel who are assigned a half day each in two (2) schools where travel is required shall be provided a one (1) hour lunch period.

ARTICLE V

LEAVES

A. SICK LEAVE

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

B. PERSONAL LEAVE

All personnel will be entitled to an aggregate of up to five (5) days personal leave annually without reason being given.

Personal days may be taken for:

1. Death in the immediate family or household
2. Serious illness or injury in the immediate family
3. Personal business

No personal leave shall be granted immediately prior to or subsequent to a school holiday or weekend unless authorized by the Superintendent or his designee. Any days of personal leave taken, in excess of five (5) days annually, shall be without pay.

Any employee who, at the end of the school year (June 30), has four (4) personal days remaining, shall have two (2) days added to their cumulative sick leave account. Any employee who, at the end of the school year (June 30), has three (3) personal days remaining, shall have one (1) day added to their cumulative sick leave account.

ARTICLE VI

SALARIES

A. SALARY PROGRAM

Salaries for the 1990-1991 school year shall not exceed \$74,660; and salaries for the 1991-1992 school year shall not exceed \$78,971. Salaries during 1990-91 and 1991-92 shall be as set forth in the attached Schedule A.

B. INCREMENTS

To be eligible for an increment on July 1, an individual must be continuously employed prior to the preceding March 1.

C. OVERTIME/REQUIRED DEDUCTIONS

The Board and the Association agree that, for purposes of calculating overtime pay and required deductions of salary only, the work year for 10 month employees is hereby defined as 220 days and 1540 hours, and the work year for 12 month employees is hereby defined as 260 days and 1820 hours.

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

D. PROFESSIONAL DEVELOPMENT PROGRAM CERTIFICATES

The Board shall recognize the achievement of each of the three Professional Development Program Certificates issued by the New Jersey Association of Educational Secretaries with recurring annual payment as follows: an employee who has obtained the First Certificate shall receive Two Hundred Seventy Three Dollars (\$273.00) in 1990-1991 and Two Hundred Ninety Eight Dollars (\$298.00) in 1991-1992; an employee who has achieved the Second

Certificate shall receive Three Hundred Eighty Three Dollars (\$383.00) in 1990-1991 and Four Hundred Seventeen Dollars (\$417.00) in 1991-1992; an employee who has achieved the Third Certificate, shall receive Six Hundred One Dollars (\$601.00) in 1990-1991 and Six Hundred Fifty Five Dollars (\$655.00) in 1991-1992. 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.

E. RETIREMENT STIPENDS

1. FIFTEEN (15) YEARS OF EMPLOYMENT

Each secretary who shall retire during the term of this Agreement and who shall have rendered fifteen or more years of service to the Paramus Public Schools, and who shall have, as of the date of retirement, less than one hundred (100) unused days of cumulative sick leave shall be eligible for a retirement stipend, said stipend to be determined by multiplying the sum of \$30.00 times fifty percent (50%) of the number of unused days of cumulative sick leave as of the date of retirement. This benefit shall be paid within thirty (30) days of the date of retirement except that, at the option of the retiree, the benefit may be paid in January of the immediately ensuing calendar year.

Any secretary who shall retire during the term of this Agreement and who shall have rendered fifteen (15) or more years of service to the Paramus Public Schools and who shall have,

as of the date of retirement, one hundred (100) or more unused days of cumulative sick leave shall be eligible for a retirement stipend to be determined by multiplying the sum of \$45.00 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 \$4,500.00.

2. EXCEPTIONS

Exception to this article shall be made for secretaries with at least ten (10) years' service to Paramus as a secretary and who retire at age 55 years or older.

ARTICLE VII

INSURANCE PROTECTION

Secretarial/clerical personnel benefit stipend for physical examination, prescriptions drug/optical and or dental expenses shall be replaced commencing July 1, 1990 with a salary adjustment stipend which shall be added to the salary of each employee. Salary adjustment stipends are shown as a footnote on the salary guide as follows:

1990-1991 \$365.00

1991-1992 \$398.00

A. HEALTH INSURANCE

All employees who work twenty (20) or more hours per week will be provided the opportunity to participate in the health insurance program as hereinafter set forth.

1. THE PLAN

The health care insurance and major medical program provided by the New Jersey Blue Cross/Blue Shield Plan with Rider J , the Medical Emergency Rider, the Non-Member Rider, the Pre-Admission Testing, Testing Rider, and Major Medical riders for complications of pregnancy, extended care facilities, and private duty nurse care in the amount of up to One Thousand Five Hundred Dollars (\$1,500.00), and including prevailing fee provisions, shall remain in effect for each participating secretary/clerk for and during the period of his/her employment by the Board.

2. PREMIUM PAYMENTS

The Board shall pay the full premium chargeable to each participating secretary/clerk, for either single, husband-wife, parent-child, or family coverage, whichever may be applicable.

3. DESCRIPTIVE BROCHURE

The Board shall provide each new secretary/clerk with such descriptive brochure as may be made available by the New Jersey Blue Cross/Blue Shield Plan, setting forth the details concerning the health care insurance program.

4. COVERAGE AFTER RETIREMENT

The Board agrees to permit secretary/clerks who have retired from the District under the provisions of the Public Employee's Retirement System and are receiving pension payments thereunder to continue their participation in the health insurance program which is the subject of this Article. In order for a secretary/clerk to be eligible to continue participation in said health insurance program after said secretary/clerk's retirement, said secretary/clerk must have retired after ten (10) or more years of service in the Paramus School District and must, within thirty (30) days of retirement from the District, submit to the Board a request in writing for participating in said health insurance program. Each retired secretary/clerk who participates in said health insurance program shall pay the full cost for his/her participation; such payment to be made by semi-annual installments paid in advance.

Eligibility for participation in said health insurance program shall cease immediately upon the attainment by the retired secretary/clerk of eligibility to participate in Medicare or upon said secretary/clerk's death.

5. NON-COVERAGE AND HMO OPTION

Employees who are eligible for but who do not participate in the health insurance plan for medical/hospitalization coverage shall be provided with a cash payment as follows:

- a. Employees who voluntarily elect to waive coverage shall be entitled to receive thirty-three (33%) percent of the premium cost of the waived insurance for each year insurance is waived.
- b. Payment of the monies in "a" above shall be made by separate check on the last work day of the school year.
- c. Employee must waive such insurance for a full year (July 1 through June 30) to be eligible for payment. Notification of waiver must be made by April 15 in order to waive for the upcoming year.
- d. An employee who waives coverage may re-enroll for the next year during the open enrollment period, no later than April 15.
- e. A first year employee shall have an option to waive insurance coverage, but only after said employee has discussed this option with the Association President.

- f. If an employee waives insurance coverage for any period July 1 through June 30, that employee may advise the Board of an immediate need to reinstitute insurance coverage. Upon such notification, the Board shall pay to the employee in lieu of thirty-three (33%) payment the proportionate cost of its insurance premium for the period of time during the year not waived by the employee. The employee shall then make his/her own arrangements to utilize these funds for alternate insurance coverage until such time as the next open enrollment period.
- g. An employee who selects HMO coverage in lieu of Blue Cross/Blue Shield Major Medical shall receive thirty-three percent (33%) of the savings between the premium cost of the Blue Cross/Blue Shield Major Medical and the premium cost for the HMO plan. In addition, this option shall apply to all employees who are presently enrolled in the HMO plan.
- h. It is the intent of both the Association and the Board that all employees covered by the Agreement should either through its coverage or alternate available coverage have comprehensive insurance protection.

B. THE PRESCRIPTION PLAN

The prescription plan of Major Medical shall remain in effect for secretarial/clerical personnel covered under this Agreement. Any and all prescription plan increases for the 1990-1991 and 1991-1992 school year shall be paid for by the Board of Education as part of this agreement.

ARTICLE VIII

ASSOCIATION MEMBER RIGHTS

A. JUST CAUSE

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

B. SENIORITY

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

Employees shall be recalled only for positions for which they are qualified by virtue of their training or experience.

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 opening of school in September shall be sent to the homes of all employees not on duty wishing to be notified and who have left stamped, self-addressed envelopes with the Board office.

D. TRAVEL EXPENSES

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

ARTICLE IX

EVAULATION

A. PROCEDURES

1. All secretarial/clerical employees will be provided with a minimum of one (1) written evaluation per year by April 30 of the year. Said evaluation shall be prepared by the employee's immediate supervisor.
2. There will be a conference between the supervisor and employee after the evaluation has been written and submitted to the employee, which conference will be held not sooner than two (2) days after the receipt by the employee of the written evaluation.
3. The signing of the written evaluation by the evaluated shall occur within two (2) working days of the review conference.
4. The employee shall have the right to submit her response within ten (10) days of the signing.
5. The supervisor shall submit to the employee an evaluation of her job performance that includes areas of strength, areas of needed improvement, if any, and suggested methods or means by which that staff member can improve.
6. All employess shall have the right, upon reasonable advance notice to the Personnel Office, to inspect the contents of her personnel file. In connection with any such inspection, the employee shall have the right to be accompanied by an Association representative of her choosing if so desired.

B. WITHHOLDING OF INCREMENT

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

1. The immediate superior and/or the Principal shall not forward any recommendation to withhold an employee's increment through the Superintendent to the Board unless, at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding year in which such action would take effect, the immediate superior and/or Principal has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.
2. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) working days file a grievance commencing at the Superintendent's level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in Article 10 of this Agreement.
3. Any increment withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments, which may be due, may be withheld.

ARTICLE X

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this Article is to establish a procedure under which a grievance may be processed as rapidly as possible and resolved at the lowest possible level. All parties in interest shall endeavor to expedite the process and to keep the proceeding as informal and confidential as the procedure at any given level will permit.

B. DEFINITION OF TERMS

"Grievance" is a claim of an Aggrieved Person concerning the interpretation, application, or violation of this Agreement or of Board policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law, or by a rule or regulation of the Commissioner or State Board of Education; or (b) any matter as to which the Board does not have the legal authority to act.

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

"Party in Interest" is an Aggrieved Person and any other person who might be required to take action or against whom action might be taken in order to resolve a grievance.

C. TIME LIMITS

1. The number of days indicated at each level shall be considered as a maximum. The time limits specified may, by mutual written agreement, be enlarged or reduced.

2. The failure of an Aggrieved Person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the grievance in question.

D. LEVELS OF PROCEDURE

1. Level One (Building Level) - Step One:

An employee with a grievance shall, within ten (10) school days after either the occurrence of the event or acts which gave rise to the grievance or the date on which the employee knew of or would be reasonably expected to know of such, first orally discuss it with her Principal or immediate supervisor with the objective of resolving the matter informally. The Principal or immediate supervisor shall communicate his/her decision to the employee within three (3) school days next following said oral discussion. If the Principal or immediate supervisor fails to communicate his/her decision within said three (3) school day period, the relief sought shall be deemed denied and the employee may proceed to Step Two of Level One of the grievance procedure.

Step Two:

If the relief sought in Step One of Level One is denied, the employee may, within three (3) school days following the denial file her grievance in writing with the Principal setting forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken. If the grievance is not timely filed in writing with the Principal, the decision at Step One of Level One shall be final and the matter closed.

The Principal shall communicate his 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 this 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 the 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 Levels One, Two, and Three of the grievance procedure shall be transmitted promptly to all Parties in Interest and to the Association and shall, where any of the relief sought has been denied, set forth the reasons therefor.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the Parties in Interest.
4. The meetings under Levels One, Two, and Three of the grievance procedure shall not be conducted in public and shall include only the Parties in Interest and their representative.

ARTICLE XI

REPRESENTATION FEE

A. PURPOSE OF FEE

If a secretary/clerk does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs 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 OF FEE

The Board agrees to deduct from the salary of any secretary/clerk who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary/clerk during the remainder of the membership year in question. The deductions will begin thirty (30) days after the secretary/clerk begins her employment in a bargaining unit position.

D. TERMINATION OF EMPLOYMENT

If a secretary/clerk who is required to pay a representation fee terminates her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said secretary/clerk during the membership year in question and promptly forward same to the Association.

E. MECHANICS

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XII

DURATION AND SCOPE

A. NEGOTIATION OF A SUCCESSOR AGREEMENT

Upon written request of the Association, representing a majority of the employees, the Board agrees to negotiate a successor Agreement with the Association in accordance with the provisions of law. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

B. SEPARABILITY

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be deemed invalid and stricken herefrom to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

C. AMENDMENT OR MODIFICATION

1. Except as provided by the terms of this Agreement, all other conditions of employment shall be governed by the Board of Education Policy Manual, as adopted November 11, 1974.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ATTEST:

PARAMUS BOARD OF EDUCATION

Juane F. Behr
Secretary

Ronald A. White
President.

ATTEST:

PARAMUS ASSOCIATION OF
EDUCATIONAL SECRETARIES

Carolyn Behrke
Secretary

Joyce Roth
President

1990/1991 - 1991/1992

SCHEDULE A

PARANUS SECRETARIAL AND CLERICAL EMPLOYEES' SALARY GUIDE

STEP	CATEGORY I ()		CATEGORY II ()		CATEGORY III ()		CATEGORY IV ()		CATEGORY V ()	
	1989-90	1990-91	1989-90	1990-91	1989-90	1990-91	1989-90	1990-91	1989-90	1990-91
	Guidance, Library Clect., Office Ass't. 10 months - 1540 hours		Secretary to Elementary Principal 10 months - 1540 hours		Office Assistant 12 months - 1820 hours		Secretary to M.S.Princ., Dept. Head 12 months - 1820 hours		Budget/Payroll, Sec'y. M.S. & Pupil Serv. 12 months - 1820 hours	
1	14,827	15,853	15,462	16,532	17,521	18,733	20,144	18,269	19,533	21,004
2	15,250	16,305	15,885	16,984	18,021	19,268	20,719	18,769	20,068	21,579
3	15,673	16,758	16,308	17,437	18,521	19,803	21,294	19,269	20,602	22,154
4	16,096	17,210	16,711	17,889	19,021	20,337	21,869	19,769	21,137	22,729
5	16,519	17,662	17,154	18,341	19,521	20,872	22,444	20,269	21,672	23,303
6	16,942	18,114	17,577	18,793	20,021	21,406	23,010	20,769	22,206	23,878
7	18,562	19,889	19,108	20,474	21,941	23,510	25,315	22,579	24,193	26,051

IN CONTRACT YEAR 1990-1991, EACH SECRETARY WILL RECEIVE A \$365.00 MEDICAL STIPEND
 IN CONTRACT YEAR 1991-1992, EACH SECRETARY WILL RECEIVE A \$398.00 MEDICAL STIPEND

* IN CONTRACT YEAR 1990-1991, THE TEN MONTH STEP INCREMENT WILL BE \$450.00
 THE TWELVE MONTH STEP INCREMENT WILL BE \$532.00

* IN CONTRACT YEAR 1991-1992, THE TEN MONTH STEP INCREMENT WILL BE \$486.00
 THE TWELVE MONTH STEP INCREMENT WILL BE \$575.00

MONIES 1990-1991, \$ 74,677.00
 MONIES 1991-1992, \$ 78,987.00