

4-2003

Contract no. 752

16-07

1988 - 1991

A G R E E M E N T

between

THE BOARD OF EDUCATION OF PASSAIC, NEW JERSEY

and

PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES

A G R E E M E N T

BETWEEN

THE BOARD OF EDUCATION OF PASSAIC, NEW JERSEY

AND THE

PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES

PREAMBLE

THIS AGREEMENT, entered into this \_\_\_\_\_ of \_\_\_\_\_, 1990, by and between the Board of Education of Passaic in the County of Passaic, hereinafter referred to as the "Board" and the Passaic Association of Educational Secretaries, hereinafter referred to as the "Association or PAES".

WITNESSETH:

WHEREAS, the parties hereto have negotiated a successor Agreement covering the period from September 1, 1988 through August 31, 1991.

ARTICLE I  
RECOGNITION

A. Unit

The Board hereby recognizes the "Association or PAES" as the exclusive representative for purposes of collective negotiations concerning grievances and terms and conditions of employment for all unit secretarial personnel, including all of the following positions:

1. Elementary School
2. High School
3. Central Office
4. Secretary to the Superintendent
5. Secretary(s) to the Assistant Superintendents
6. Adult Learning Center

B. Definition

Unless otherwise indicated, the term "Employee or Secretary", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in our Section A, exclusive of Bookkeeper, Accounts Payable Manager, Administrative Secretary and Payroll Coordinator.

C. Agency Shop

The rate of deduction for all staff covered by the Agreement and not paying dues to the Passaic Association of Educational Secretaries shall be 85% of total dues for the PAES and its affiliates paid by secretaries in this school district.

1. The payroll department shall assess all staff covered by this Agreement who are not on PAES membership rolls as of September 30th of each school year at the 85% rate. Those staff members shall have a double deduction during the month of October and a monthly deduction of 10% of total annual assessment each month thereafter.
2. The payroll department shall transmit Agency Shop assessments monthly to the PAES on separate reporting forms.
3. At the time of initial hiring, each new employee shall be informed by the payroll department as to the existence of the Agency Shop. For new employees hired by September 1st of each school year, an election of dues deductions or Agency Shop assessments shall be made prior to September 30th. For employees who are hired after September 1st, an election of dues deductions or Agency Shop deductions shall be made during the first thirty days of employment.

Recognition - Agency Shop (cont'd.):

4. All deductions under the Agency Shop shall be in accordance with Ch. 477, P.L. of 1979.
5. The PAES will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed the 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended for partisan, political or ideological activities or causes that are only incidentally related to the terms and conditions of employment or applied toward the cost of benefits available only to members of the majority representative.
6. The Passaic Board of Education is hereby held harmless from any litigation between the PAES and its members and/or non-members as a result of Agency Shop administration.
7. In compliance with Ch. 477, P.L. 1979, the PAES has adopted the required Demand and Return System.

ARTICLE II  
NEGOTIATION PROCEDURE

- A. The parties agree that they shall comply with the regulations prescribed by PERC for the commencement of all negotiations.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and submit proposals and counter-proposals. Each party shall promptly make available to the other, upon request, any non-confidential information within its possession required for continuing negotiation of its respective proposals. Either party may, if it desires, utilize the services of consultants, or may call upon professional or other lay representatives to assist in the negotiations.

Negotiation Procedure (cont'd):

- C. During the term of this Agreement, should the Board desire to adopt policy or make a change in existing policy which affects the terms and conditions of employment, the Board will notify the Association of its intention, and the Association shall have the right to negotiate with the Board for a mutually acceptable change in such policy.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting a secretary or group of secretaries.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees, except that this procedure shall not apply to non-renewal of non-tenure contracts or appointments. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without participation by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

Grievance Procedure (cont'd.):

C. Procedure

1. All grievances must be filed within 60 days of the date of the cause of the grievance or within 60 days of the time the Association or grievant became aware of the complaint exclusive of breaks in the school calendar. In the case of a grievance seeking monetary awards, the parties are limited to monetary adjustments for the school year in which the grievance is adjudicated. For the purpose of this Article, the term "school year" shall be September 1st of each contract year for the term September 1, 1988 to August 31, 1991.
2. All members of the bargaining unit are required to follow grievance procedure policies as published by the Association. No bargaining unit member may grieve or file a grievance without knowledge and approval of the Association. All grievances must be filed on the official PAES grievance form. If a grievance affects a group or class of secretaries, the Association may be required by the Board to produce individual grievants who may be affected by a class action grievance.
3. All grievances are to be filed at the lowest appropriate level. For the purpose of this Agreement, the lowest appropriate level shall be the level at which the grievance was created or the level which has the authority to resolve the grievance. The Association in concert with the Superintendent shall determine the level at which a grievance shall be filed. No grievance shall be filed directly into arbitration unless both parties mutually agree.
4. LEVEL ONE: Should Level One be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the immediate superior

Grievance Procedure (cont'd.):

within five (5) calendar days of the date of the grievance form. In the event of dual superiors (i.e. a building principal and a supervisor or director), the Association will determine which has the authority to resolve the grievance and submit the official grievance to that party with a courtesy photocopy to the other superior(s). The immediate superior shall return the grievance to the Association by U.S. Mail within five (5) calendar days of the receipt of the grievance.

5. LEVEL TWO: Should Level Two be deemed to be the lowest appropriate level, the formal grievance shall be submitted to the Superintendent of Schools within five (5) calendar days of the date of the grievance form, or if the grievance has passed through Level One, it shall be presented to the Superintendent within five (5) calendar days of being returned to the Association. In either case, the Superintendent shall render his decision and return the grievance to the Association by U.S. Mail within seven (7) calendar days.
6. LEVEL THREE: If the grievance is not resolved to the satisfaction of the grievant at Level Two, or if no decision has been rendered by the Superintendent within seven (7) calendar days of his receipt of the grievance, the grievance shall be scheduled for binding arbitration. Arbitration shall be conducted according to procedures 7(a) or 7(b) as outlined below.
7. (a) CONTRACT ARBITRATOR: The parties agree that Jeffrey Tener shall be the permanent arbitrator for the duration of this Agreement. He shall operate in an expedited arbitration format under the rules of "Common Law or Arbitration" as outlined by the American Arbitration

Grievance Procedure (cont'd.):

Association. Either party may bypass the contract arbitrator by notifying the other party of its intent to request the appointment of a formal Public Employment Relations Commission (PERC) arbitrator within fifteen (15) calendar days of the date upon which the Superintendent lost jurisdiction of the grievance. The contract arbitrator will meet with the parties on the next-to-the last working day of each school month during the life of this Agreement. These meetings will be held at the Administration Offices of the Passaic Board of Education at 4:30 p.m. of each arbitration date. Either party may cancel the arbitration date for that month due to lack of grievances. The Association will be entitled to have present for these hearings its President and one other officer with no loss of pay or leave days. No individual grievants shall be required to be present at these expedited hearings, unless requested by the Board or the Association.

(b) PERC APPOINTED ARBITRATOR: Either party may elect to select or recommend an arbitrator from the Public Employment Relations Commission. The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.



Grievance Procedure (cont'd):

3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

8. RESTRICTIONS FOR A PERC ARBITRATOR:

- a. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education.
- b. Arbitration is limited to the interpretation of the written Agreement between the parties.
- c. The arbitrator may not render a decision contrary to any decision of the Commissioner of Education of the State of New Jersey.
- d. The findings of the arbitrator shall be binding on the parties.
- e. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings. This shall be accomplished within 30 days of the completion of the arbitration hearings.
- f. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

E. Miscellaneous

1. During the processing of a grievance or after a final decision, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. The arbitration hearings will be scheduled at 4:30 p.m. to provide minimal interference in the working hours of the employees required to be present at the hearings. However, should circumstances necessitate moving the hearing earlier during the school day, there shall be no loss of pay suffered by reason thereof by the aggrieved, or her/his representatives, if they should be employees of the Board.

ARTICLE IV  
EMPLOYEE RIGHTS

- A. All employees shall have the right to periodically review their personnel file as maintained by the Board in accordance with Section B of this Article. The Board agrees to make all files pertaining to the individual available upon request with the exception of Employer's Confidential Reports.

Employee Rights (cont'd.):

(These are comments made by former employers which cannot be made available without the employer's consent.)

- B. The Board further agrees to maintain only one Personnel file for each employee and to make that file available upon request.
- C. Appointments must be made with the Superintendent's Office at least three days in advance for reviewing files.
- D. Whenever any employee is required to appear before any administrator or supervisor, or the Board concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary pertaining thereto, he/she shall be given prior written notice of the reasons for such a meeting and shall be entitled to have a representative of the Association present to advise and represent him/her.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the privilege to schedule meetings within school buildings during lunch hour, after work, or at other times, providing same does not interfere with or interrupt the normal operation of the school, and obtain the consent of the school principal. Prior notice shall be given by the Association in reasonable time to the principal of the school building and the Superintendent of Schools.
- B. The Association shall be privileged to use the intra-delivery service for the purpose of making available materials and communications dealing with Association business to its membership, providing same does not incur costs to the Board.

Association Rights & Privileges (cont'd.):

C. Subject to proper written application thereof to the Superintendent of Schools, the Board may, in its discretion, grant leaves of absence with pay to members of the Association engaged in Association business, attending Association conferences or conventions, or serving as a full-time officer of the Association.

ARTICLE VI  
BOARD'S RIGHTS

- A. The Board reserves unto itself, sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (2) to hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees, with just cause; (3) to relieve employees from duty with just cause and (4) to determine the methods, means and personnel by which school district operations are to be conducted.
- B. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Board in any of its responsibilities and authority under N.J.S.A. 18A or any other national or state law or local ordinance, except as provided in this Agreement.

ARTICLE VII  
VACANCIES AND JOB SECURITY

A. Vacancies

Whenever a secretarial vacancy occurs, a notice thereof shall be posted in all schools, and allowing a minimum of ten (10) working days between posting and filling such vacancy. Each posting of a vacancy shall contain instructions for making application, and the deadline date for such applications, with copy of posting being submitted to the president of the Association.

B. Job Security

In the event of lay-off being deemed necessary by the Board, the employee thus laid off shall have recall rights for one year following the lay-off should a position of similar classification in our unit open up.

ARTICLE VIII  
WORKING YEAR

A. Regular Working Hours

1. Elementary School

8:00 a.m. to 4:00 p.m.

2. High School

8:00 a.m. to 4:00 p.m.

8:30 a.m. to 4:30 p.m. - all group secretaries and one main office secretary

6:30 a.m. to 2:30 p.m. - secretary who calls substitutes

3. Administration Building

8:00 a.m. to 4:00 p.m.

6:30 a.m. to 2:30 p.m. - secretary who calls substitutes

Working Year (cont'd):

4. Adult Learning Center

8:30 a.m. to 4:30 p.m.

\* twice a week hours are 1:00 p.m. to 9:00 p.m.

B. Summer Hours

1. All secretaries - 8:30 a.m. to 3:30 p.m.

Summer working hours will be in effect from the day after school closes in June to and including the last working day prior to Labor Day.

C. Lunch Hour

1. In "A" above, all secretaries shall be entitled to one continuous hour for lunch.
2. In "B" above, all secretaries shall be entitled to a 50 minute continuous lunch period.

D. Vacation Entitlement

1. All vacations shall be scheduled during the summer months, if feasible, starting from the beginning of the week. However, in those instances where employees having a twelve (12) month work year are unable to take their full vacation during the summer months because of job requirements, any vacation time entitled from the previous school year and unused by the opening of school in September, may be taken up to the end of June 30 of the ensuing year, at such period as selected by the employee, but subject to the approval of the Administrator and concurred in by the Superintendent of Schools.
2. Secretaries employed before September, 1965, in the elementary schools, shall be entitled to eight (8) weeks' vacation between the close of school in June and Labor Day.

Vacation Entitlement (cont'd.):

3. The vacation schedule for secretaries hired on or after September 1, 1965, shall be as follows:
  - a) Up to one year of service, one (1) working day vacation for each month of service through August 31st, not to exceed ten (10) working days.
  - (b) After one year of service, ten (10) working days vacation per year.
  - (c) After two years of service fifteen (15) working days vacation per year.
  - (d) After three years of service up until 10 years of service, twenty (20) working days vacation per year.
  - (e) After ten years of service twenty-two (22) working days vacation per year.
  - (f) After fifteen years of service twenty-five (25) working days vacation per year.
  - (g) After 20 years of service thirty (30) working days vacation per year.
4. If a recognized holiday occurs during an employee's vacation, the employee shall be granted an additional day off. Independence Day and Labor Day shall be considered a holiday and not a vacation day for all employees.
5. During the Christmas and Easter recesses all employees shall not work and shall normally be given the time off. Secretaries shall be on call for the Christmas and Easter vacation periods. If required to work, they will be paid for their time at the straight time per diem rate. Advance notice shall be required and provided by immediate supervisors if employees are required to work.

Vacation Entitlement (cont'd.):

6. When schools are closed on any day except on a legal holiday, during which an employee has voluntarily chosen to take his or her vacation, such employee will not be entitled to any extra remuneration in any form, including compensatory time.

ARTICLE IX  
LEAVES

A. Maternity Leave

1. All employees who are pregnant should notify the Board as to the dates required for maternity. A tenured employee may apply for a leave of absence from her duties for a period of two (2) years in annual installments. A non-tenured employee who is employed on an annual basis shall be entitled to a leave of absence within the term of her annual employment contract. The employee's personal physician shall be the determining agent for commencing and terminating this leave.
2. An employee may declare herself as being "disabled" during the thirty (30) calendar days immediately preceding and the thirty (30) calendar days immediately following the birth. During this period of disability, the employee may utilize accumulated sick leave if the required amount of sick leave exists in the employee's account. An employee may opt for this disability and apply for no other form of leave. In such cases, the employee may commence and terminate the disability according to the above formula with no other restrictions as to commencing and termination dates. The Board shall have the right to request and obtain a physician's certificate certifying as to the disability.
3. Upon return, the secretary will be placed on the same step and guide in effect when her leave first commenced, with all benefits previously accrued. If the secretary served six (6) full months prior to executing



Leaves (cont'd.):

her leave option, she will be placed on the next higher step upon returning at the start of or during the following school year.

4. The above outlined procedure shall apply for natural births as well as for adoption by both male and female employees.
5. If such member of the unit does not have tenure, the period of maternity leave shall not count toward her tenure entitlement.
6. An employee applying for a secretarial position who is pregnant at the time of her initial application shall be legally obligated to disclose or reveal such status when filing her application or during interview.

B. Sick Leave

Sick leave is defined as an absence on "working days" of any employee because of personal illness or injury.

1. All employees covered by this Agreement shall be entitled to fifteen (15) sick leave days with pay per year; five (5) of which may be used for personal leave. Unused sick days may be accumulated by each employee during the period of his/her employment and be considered as cumulative. In the event that an employee is absent ten (10) times during any school year for illness, all successive absences will be taken from his/her accumulated sick leave, if any exists. If the employee has no sick days accumulated from past years, it will then be charged against current personal business days. Employees shall be given a written account of their accumulated sick leave days no later than October 30th of each school year.
2. Absences due to exclusion from work by health authorities because of exposure to a contagious or infectious disease at his residence, or while discharging his/her assigned responsibilities, shall not be charged against his/her sick leave and no deduction of salary shall be imposed for loss of time from work.

Leaves (cont'd.):

3. Absences not due to sickness, and not otherwise provided for, shall constitute just ground for loss of daily wage by such employee during the period of absence.
4. Compensation for accumulated sick leave for PAES members upon retirement will be paid as follows: 1-50 days - 0 dollars per day, 51-100 days - \$40.00 per day, and 101 and above - \$60.00 per day.

Maximum to be Paid

1988-89	- \$ 11,000.00
1989-90	- \$ 12,000.00
1990-91	- \$ 14,000.00

5. Perfect Attendance

The Board agrees to award each employee who has had perfect attendance each semester, at the following rate:

1988-89	- \$ 150.00
1989-90	- \$ 175.00
1990-91	- \$ 200.00

C. Extended Sick Leaves

Regular full time employees of the Board who have worked for a period of four (4) years for the Board, shall be paid during a period of illness, one-half ( $\frac{1}{2}$ ) of per diem salary in accordance with the following provisions:

1. An employee must be absent and unable to perform his/her regular employment for a period of thirty (30) consecutive calendar days before he/she becomes eligible to receive the benefits hereunder.
2. An employee with four (4) but less than six (6) years service, shall be entitled to one-half ( $\frac{1}{2}$ ) per diem salary for an additional thirty (30) work days.

Leaves (cont'd.):

3. An employee with six (6) but less than ten (10) years service, shall be entitled to one-half ( $\frac{1}{2}$ ) per diem salary for an additional forty-five (45) work days.
4. An employee with ten (10) years of service or more shall be entitled to one-half ( $\frac{1}{2}$ ) per diem salary for an additional ninety (90) work days.
5. All requests for prolonged leaves of absence based upon illness beyond the limitations herebefore prescribed, must be submitted to the Superintendent of Schools in writing with a medical certificate attached thereto. Leaves for prolonged illness may be granted by the Board for an entire term, or up to one year, and renewed at the discretion of the Board for an additional period of time. Under such circumstances, the Board reserves the right to require the employee applicant to submit to a thorough medical examination by the Medical Inspector of the Board.
6. An application by an employee for a prolonged leave of absence shall be accompanied by a medical report from employee's treating physician, said report shall state the nature of the illness or disability, with a specified recommendation that subject employee be relieved of his/her duties pending discharge from treatment. Such requirement, however, may be waived by the Superintendent of Schools for cause.
7. In the event of extended illness, the Board agrees to hire sufficient qualified personnel to prevent an unreasonable work load on the return of the secretary.

Leaves (cont'd.):

8. Accelerated Termination of Leave of Absence

If an employee on leave of absence makes a written request for the termination of his/her leave of absence at an earlier date than fixed by the Board, such written request shall be accompanied by a medical report of his/her treating physician recommending return to duty of said employee. Such request shall require the additional approval of the Medical Inspector of the Board, and the granting of the request shall be at the discretion of the Board and the Superintendent of Schools consistent with the needs and interests of the school system.

9. A claim of illness shall be certified to in writing by the attending physician within 30 calendar days.

10. An employee must file an application for reinstatement at least 30 days prior to the expiration date of a leave of absence granted for personal illness; and not less than 10 days before termination date of such leave, the employee must submit a written report from his/her attending and treating physician, concurred in by the school medical inspector, certifying that subject patient employee has been discharged from further treatment and that he/she is physically able to resume his/her duties upon expiration of his/her leave of absence.

D. Bereavement Leave

In the event of death in the immediate family, all employees shall be granted allowance, without loss of pay, for absence as hereinafter stated:

1. All allowance may be taken at any time, either before death, after death, or in any combination of the two, within a period of two weeks, beginning one week before the death and ending one week after the death. Legal adoptions and step-relationships shall constitute the same relationships as blood relations.

Leaves (cont'd.):

- a. A total of five (5) consecutive working days absence shall be granted for death of the following:
  - (1) Employee's parents, grandparents, spouse, children, and persons residing as a member of the household of the employee.
  - (2) Brothers and sisters of the employee, and the parents of the employee's spouse.
- b. One (1) day's absence shall be granted to attend the funeral of any of the following:
  - (1) Uncles, aunts, nieces, nephews and grandchildren of the employee.
  - (2) Brothers-in-law and sisters-in-law of the employee.
  - (3) Sons-in-law and daughters-in-law of the employee.
  - (4) Grandparents of the employee's spouse.
  - (5) Funeral time (one day's absence) will be allowed only if the employee attends the funeral.

E. Other Leaves

The Board may, in its sound judgment and discretion, grant other types or forms of leaves not previously covered herein, with or without full salary, or partial salary, when it believes such leave is warranted and is not inconsistent with the best interest of the school system.

ARTICLE X  
INSURANCE PROTECTION

- A. The Board agrees to pay premiums for each secretary under contract covered by this Agreement and his/her immediate family and dependents for Blue Cross Blue/Shield, Rider "J" and Major Medical under the New Jersey State Health Benefits Plan for the term of this Agreement.

Insurance Protection (cont'd.):

- B. In order to obtain coverage of his/her immediate family and dependents each secretary must have a written application for this coverage on file with the Board Secretary/Business Administrator. Secretaries who have not previously applied for such coverage must apply as specified in this Article, using insurance forms provided for this purpose by the Board.
- C. The Board agrees to pay premiums for each secretary covered under this Agreement and his/her immediate family for dental benefits through the New Jersey Dental Service Plan (Delta Plan of New Jersey, Inc.).
- D. The specifications for this dental program are to be established by the PAES. The carrier shall be selected by the Board with the assistance of the PAES.
- E. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.
- F. The Board agrees to pay premiums for each employee under contract covered by this Agreement and his/her immediate family and dependents for a paid prescription drug plan. Effective September 1, 1988, there shall be a \$1,500 yearly benefit maximum per each employee and each dependent. Effective January 1, 1989, this plan shall require a minimum \$1.00 co-pay if a generic drug is utilized and a \$3.00 co-pay if a non-generic drug is utilized. The carrier of this plan shall be NATIONAL PRESCRIPTION ADMINISTRATORS. This plan shall be in effect throughout the life of this Agreement.
- G. The specifications for this paid prescription plan are to be established by the PAES. The carrier shall be selected by the Board with the assistance of the PAES.
- H. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.

Insurance Protection (cont'd.):

- I. The Board agrees to pay premiums for each secretary covered under this Agreement and his/her immediate family and dependents for optical benefits through the Vision Service Plan of New Jersey.
- J. The specifications for this optical program are to be established by the PAES. The carrier shall be selected by the Board with the assistance of the PAES.
- K. Said premiums, once determined, shall be exchanged in a letter between the Board and the Association.
- L. The Board agrees to pay premiums for each employee under contract covered by this Agreement for the Washington National Income Protection Plan for the term of this Agreement.
- M. During the term of this Agreement, the liability to the Board for the Washington National Income Protection Plan shall not exceed \$355.00 annually per employee.
- N. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse for Blue Cross/Blue Shield, Rider "J", and Major Medical under the New Jersey State Health Benefits Plan during the years of that employee's retirement under the provisions of P.L. 1964, Ch. 125, as amended by P.L. 1974, Ch. 88, Sec. 1, effective August 29, 1974, and P.L. 1979, C.54 Sec. 1, effective March 27, 1979. The above coverage shall exclude individuals and their spouses covered by the New Jersey State Health Benefits Plan under its retirement program.
- O. The Board agrees to pay premiums for each employee covered by this Agreement and his/her spouse and for employees who retired during the term of a contract under which they were eligible for retirement coverage and for the spouses of those employees, provided that said employees were in the employment of the Passaic Board of Education prior to January 1, 1986, for the

Insurance Protection (cont'd.)

current dental program (Article XC), the current prescription program (Article XF), and the current vision care program (Article XI) in retirement provided that said employee or retired employee has/had twenty-five (25) years in his/her pension fund at the time of his/her retirement.

- P. The Board agrees to pay premiums for each employee covered by this Agreement who was hired after January 1, 1986, and the spouse of this employee for the current dental program (Article XC), the current prescription program (Article XF), and the current vision care program (Article XI) in retirement provided that said employee has twenty-five (25) years in his respective pension fund and twenty-five (25) years service with the Passaic Board of Education.
- Q. The Board shall provide each new employee with a description of the health care insurance coverages provided under this article at the commencement of employment.
- R. The provisions of Sections N, O, P, of this Article shall apply to those employees hired on or before September 1, 1985. For all employees hired after September 1, 1985, it is hereby agreed that these employees must have also completed twenty-five (25) years of service in the Passaic Schools.

ARTICLE XI  
SALARIES

- A. The salary guides for all employees covered under this Agreement are attached and marked "Appendix A". The regular work week shall consist of 35 hours, and all overtime beyond 35 hours shall be compensated for at 1½ times the hourly rate being earned.
- B. The secretary to the Board Secretary shall be guaranteed a minimum of two (2) hours pay at the overtime rate for taking the minutes of Board Meetings.
- C. The basic contract salary for secretaries who have completed five (5) or more years of service in the Passaic School District shall be increased annually, on the employee's anniversary date, according to the following percentage rates, times the secretary's annual contract salary.



Salaries (cont'd.):

The following percentage rates shall be effective for each year of this Agreement.

<u>Years of Service</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
5 years	6½%	7½%	8½%
10 years	7 %	8 %	9 %
15 years	7½%	8½%	9½%
20 years	8 %	9 %	10 %
25 years	8½%	9½%	10½%
30 years	9 %	10 %	11 %
35 years	9½%	10½%	11½%
40 years and over	10½%	11½%	12½%

D. Deduction from Salary

All monies deducted from secretaries salaries through Automatic Payroll Deductions are to be transmitted in the following manner: NJEA dues, NEA, PCEA, Association dues to PAES, loan payments or savings to the North Jersey Federal Credit Union, Tax Sheltered Annuities to the Prudential or other designated carrier as they are received by the agency or carrier on or before the last day of the month for which the deduction was made.

- E. Each employee shall be placed on her/his proper step of the salary schedule as of the beginning of each school year. All employees employed for six months or more of any school year shall be given credit for one (1) year of service toward the next increment step for the following year.

ARTICLE XII  
MISCELLANEOUS PROVISIONS

A. Non-Discrimination

There shall be no discrimination against any Association employee based on race, creed, sex, color, national origin or membership activity in the Association. The Board agrees that the President of the Association may

Miscellaneous Provisions (cont'd.):

meet with the Superintendent from time to time as required, for the purpose of discussing and suggesting improvements in services of the secretaries and eliminating causes leading to complaints and grievances. This procedure is not intended to bypass the grievance procedure.

B. If any provision of this Agreement is or shall be at any time contrary to Law, then such provision shall be void and unenforceable; otherwise, all other provisions of this Agreement shall continue in effect for the duration of this Agreement.

C. Student Discipline

If possible, all actions related to student discipline will be handled outside the office occupied by the secretarial staff.

D. All existing agreements, practices and policies now in force shall remain in force unless changed by mutual consent.

E. No Lock-Out

1. No lock-out of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement neither it nor its officers, employees, or members will engage in any strike, work stoppage or slow-down. In the event that an Association member participates in such activities, the Association shall notify such member to cease and desist from such activity.

2. Both the Association, and the Board of Education agree that during the term of this Agreement they will avoid those kinds of pressure tactics which inflame or aggravate the situation and which are not conducive to agreement.

Miscellaneous Provisions (cont'd.):

3. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education and the Association are forbidden to waive any rights or powers granted them under the law.

F. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall be void and unenforceable; otherwise, all provisions of this Agreement shall continue in effect for the duration of this Agreement.

ARTICLE XIII  
DURATION OF AGREEMENT

The provisions of this Agreement shall become effective as of September 1, 1988 and shall remain in force and effect until August 31, 1991 subject to the right of the respective parties to negotiate a successor agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective presidents, attested by the secretary and affixed their corporate seals, the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
SAMUEL JARKESY, SECRETARY

THE BOARD OF EDUCATION OF  
PASSAIC IN THE COUNTY OF  
PASSAIC

BY:   
\_\_\_\_\_  
VINCENT CAPUANA, PRESIDENT

ATTEST:

\_\_\_\_\_  
AIDA ESQUILIN, SECRETARY

PASSAIC ASSOCIATION OF  
EDUCATIONAL SECRETARIES

BY \_\_\_\_\_  
CAROLYN CUNNINGHAM, PRESIDENT

SALARY GUIDES

New secretaries receiving permanent appointment September 1, 1990, and thereafter, shall be given credit on the proper salary schedule for previous acceptable secretarial service of no more than one year. The Board shall endeavor to hire the most qualified individuals to fill vacancies in accordance with Board Policy 404 Employment of Staff.

Transfers among E1, E2 AND S1 shall be made without change in increment step.

	<u>Step</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
E1	9	\$ 23,532	\$ 25,706	\$ 27,940
E2	1	15,400	16,075	16,740
	2	16,000	16,725	17,450
	3	16,600	17,375	18,160
	4	17,200	18,025	18,870
	5	17,800	18,675	19,580
	6	18,400	19,325	20,290
	7	18,930	19,975	21,000
	8	21,545	23,185	24,841
	9	24,160	26,395	28,682
S1	1	20,824	22,745	24,738
	2	22,174	24,220	26,338
	3	23,524	25,695	27,938
	4	24,874	27,170	29,538
	5	26,224	28,645	31,138
	6	27,574	30,120	32,738
	7	28,924	31,595	34,338
	8	30,274	33,070	35,938
	9	31,624	34,545	37,538

LETTER OF UNDERSTANDING  
BETWEEN THE PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES  
AND THE PASSAIC BOARD OF EDUCATION

WHEREAS, the parties hereto are signatories to a Collective Bargaining Agreement covering the school years 1988-1989, 1989-90 and 1990-91; and

WHEREAS, the parties hereto have reached an understanding that the Passaic Board of Education will pay the full premiums for dental, vision, prescription and disability insurance coverage for the duration of their Agreement; and

WHEREAS, the parties hereto have reached a further understanding that the rates for such insurance coverages shall be stated in the parties' Agreement in the form of maximum contributions made by the PASSAIC BOARD OF EDUCATION; it is hereby

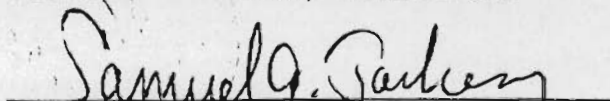
UNDERSTOOD AND AGREED that the rates for insurance coverage shall be as follows:

1. Dental (Article X.E): September 1, 1988 through August 31, 1989 - \$36.04 per month; September 1, 1989 through August 31, 1990 - \$38.01 per month; September 1, 1990 through August 31, 1991 - \$39.88 per month.
2. Prescription (Article X.H): January 1, 1989 through December 31, 1989 - \$28.25 per month. The rates for 1990 through June 30, 1990 - \$34.88 per month. Thereafter, the rates are unknown at this time; however, it is acknowledged that the same coverage will be provided at the rates provided by the carrier; the rates shall be appended to this Letter of Understanding as they are made available.
3. Vision (Article X.K): \$11.95 per month for the duration of the parties' Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED, that this Letter of Understanding shall be considered a material part of the parties' Collective Bargaining Agreement.

PASSAIC BOARD OF EDUCATION

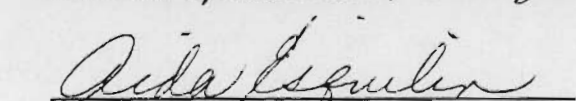
  
VINCENT CAPUANA, President

  
SAMUEL JARKESY, Secretary

DATED: March 21, 1990

PASSAIC ASSOCIATION OF EDUCATIONAL SECRETARIES

  
CAROLYN CUNNINGHAM, President

  
AIDA ESQUILIN, Secretary

DATED: March 22, 1990