

ARTICLES OF AGREEMENT

BY AND BETWEEN

**BOARD OF EDUCATION OF THE
BOROUGH OF TOTOWA BOROUGH BOARD OF EDUCATION**

AND

THE TOTOWA EDUCATIONAL SECRETARIES ASSOCIATION

X 1980-1982

**LIBRARY
Institute of Management and
Labor Relations**

SEP 28 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

	PAGE
ARTICLE I RECOGNITION	1
ARTICLE II SUCCESSOR CLAUSE	1
ARTICLE III SALARIES	1
ARTICLE IV INSURANCE PROTECTION	2
ARTICLE V SICK-PERSONAL LEAVE	3
ARTICLE VI ASSOCIATION RIGHTS AND PRIVILEGES	6
ARTICLE VII SECRETARIAL EMPLOYMENT	7
ARTICLE VIII WORK HOURS	8
ARTICLE IX SECRETARIAL ASSIGNMENT	9
ARTICLE X PROMOTIONS	10
ARTICLE XI EXTENDED LEAVES OF ABSENCES	11
ARTICLE XII GRIEVANCE PROCEDURE	14
ARTICLE XIII VACATION	18
ARTICLE XIV SEVERABILITY	19
ARTICLE XV CONTRACT PRINTING	19
ARTICLE XVI DURATION	20

ARTICLES OF AGREEMENT

1 The BOARD OF EDUCATION OF THE BOROUGH OF TOTOWA, Passaic
2
3 County, New Jersey, hereinafter referred to as the "BOARD"
4
5 and the TOTOWA EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter
6
7 referred to as the "ASSOCIATION" agree as follows:
8

ARTICLE I

RECOGNITION

9
10
11
12
13 The Totowa Board of Education recognizes the Totowa
14
15 Educational Secretaries Association as the exclusive and sole
16
17 representative for collective negotiations concerning secretarial
18
19 staff. Excluded shall be the secretary to the superintendent,
20
21 a confidential employee, and temporary per hour/diem employees.
22

ARTICLE II

SUCCESSOR CLAUSE

23
24
25
26
27 The Board and the Association agree to begin collective
28
29 negotiations in accordance with Public Law 303 of 1968 and
30
31 Public Law 123 of 1974 and the rules and regulations as
32
33 established by PERC.
34

ARTICLE III

SALARIES

35
36
37
38
39
40
41 A. It is agreed by and between the parties hereto that
42
43 the salary schedule attached hereto and made a part hereof as
44
45 Schedule A, is adopted by the parties.
46

47 It is further understood and agreed between the parties
48
49 that all of the increments referred to in Schedule A are earned.

ARTICLE VSICK - PERSONAL LEAVE

1 A full time employee may be absent from school due to
 2 personal illness or personal business in accordance with the
 3 following provisions:
 4
 5

6
 7 A. SICK LEAVE
 8

9 1. Twelve Month Employees
 10

- 11 a. A twelve (12) month employee shall be granted
 12 twelve (12) days accumulative sick leave and
 13 four (4) days for emergencies of a personal
 14 nature.
 15
 16 b. Any days not used for emergencies of a
 17 personal nature will be accumulated as sick
 18 leave.
 19
 20 c. At no time shall an employee accumulate more
 21 than fifteen (15) days sick leave per year.
 22

23 2. Ten Month Employees
 24

- 25 a. A ten (10) month employee shall be granted ten
 26 (10) days cumulative sick leave and four (4)
 27 days for emergencies of a personal nature.
 28
 29 b. Any days not used for emergencies of a
 30 personal nature will be accumulated as sick
 31 leave.
 32

- 33 3. The accumulation of sick leave allowance shall be
 34 limited to consecutive and uninterrupted service.
 35 A full time staff member is rendering consecutive
 36 service as long as they, or the Board of Education
 37 does not officially terminate the contract. A
 38 leave of absence, as granted by the Board of
 39 Education does not constitute an interruption of
 40 service.
 41

- 42 4. A record kept in the office of the superintendent
 43 shall determine the number of accumulated days.
 44 Each employee shall be given a written statement
 45 of the number of accumulated sick leave days to
 46 which they are entitled, which statement shall be
 47 submitted no later than September 15th of each
 48 school year.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

- 5. Employees who are absent because of personal illness for a period of more than five (5) consecutive days, shall, at this time, file with the superintendent a certificate from their physician attesting to the illness and necessity for the absence.
- 6. In case of absence of ten (10) consecutive school days or more, a written certificate of fitness from the attending physician will be required upon return to service.
- 7. Full salary shall be paid for absence due to illness until such accumulated leave is used up, after which, the full time employees may receive the difference between the agreement period and the substitute's pay, for the duration of the contract period. The staff member's per diem pay shall be calculated as follows:

For all employees on ten months contract, one two-hundredths of the annual salary. For all employees on a twelve months contract, one two-hundred-sixtieth of the annual salary.
- 8. Whenever the Board of Education employs a secretary who has been employed for not less than three (3) consecutive years in this or another school district in New Jersey and which employee has an unused accumulation of sick leave days from the immediate prior employment, the Board shall grant at the end of the first year of employment the full credit therefor. Prior to the granting of the said sick days, the employee shall submit to the Board a certificate from the prior employer stating such employee's unused accumulation of sick leave days as of the date of the termination of such prior employment. The number of such days when granted by the Board shall be irrevocable.

B. PERSONAL LEAVE

1. It is agreed by and between the parties hereto that the reasons set forth hereinafter shall be sufficient for personal leave of absence with full pay unless otherwise noted.

1 2. It is agreed by and between the parties hereto
2
3 that any employee seeking a personal leave shall complete the
4
5 form of request for said leave, which request form shall be
6
7 forwarded to the superintendent. This request form shall be
8
9 completed and filed prior to taking the "personal leave of
10
11 absence" in all cases, unless for good cause same has been
12
13 waived by the superintendent of schools. It is further under-
14
15 stood and agreed between the parties that the granting of the
16
17 personal leave of absence be received from the superintendent
18
19 of schools before the leave is taken regardless whether the
20
21 written request form is submitted or waived in accordance with
22
23 the terms set forth above. If the written request form is
24
25 waived for good cause shown to the superintendent of schools,
26
27 same is waived upon the condition that the employee shall file
28
29 a written request upon his return following the termination of
30
31 the personal leave.

32
33 The superintendent may request that a personal leave be
34
35 taken at another time, if possible. This would only occur if,
36
37 in his judgment, the absence of a sufficient number of
38
39 secretaries would cause undue hardship on the efficient operation
40
41 of the schools.

42
43 3. It is agreed by and between the parties hereto that
44
45 the following shall be the basis for a personal leave of absence
46
47 hereunder:

- 48
49 a. An allowance of up to four (4) days shall be
50
51 granted to an employee because of death in their
52
53 immediate family. Immediate family shall be
54
55 considered as father, mother, spouse, sister,
56
57 brother, child, mother-in-law, father-in-law,
58
59 sister-in-law, brother-in-law, and grandparents.

1. b. An allowance of up to four (4) days shall be
2 granted for other emergencies of a personal
3 nature, as stated in this section.
4
5
6

7 4. Up to 10 accumulated personal leave days shall be
8 available per school year for use by a staff member for very
9 ill members of the immediate household or parents.
10
11
12
13
14
15

16 ARTICLE VI
17

18 ASSOCIATION RIGHTS AND PRIVILEGES
19
20

21 A. The Board agrees, upon written request of the
22 Association, to release to it pertinent, non-privileged
23 information as will assist the Association to develop accurate
24 and informed proposals concerning salary, working conditions and
25 all other terms and conditions of employment for all
26 representatives of the Association. It is to be noted and
27 expected that the Board will have a reasonable time to respond to
28 such requests, and that the Board may, at its option, fulfill
29 such requests either by written response to the Association or
30 by making pertinent records available to the Association in
31 the Board offices. Should the latter option be exercised, the
32 Association may not remove any Board records from the office but
33 copies prepared by the requesting Association may be made.
34
35
36
37
38
39
40
41
42
43
44
45
46

47 B. Whenever any member of the Association is required by
48 contract language or mutual agreement to participate during
49

1 working hours in negotiations, grievance proceedings,
2 conferences or meetings, they shall suffer no loss in pay.
3
4

5
6 C. The Association shall have the right to use school
7 buildings for meetings as outlined in the Board's general
8 policy provisions. Application forms, along with possible
9 expenses, may be received from the central office
10 administration. It is understood that requests for use of
11 school facilities by the Association shall, in no way,
12 intend to interfere with normal school functions.
13
14
15
16
17
18
19

20
21 D. The Association shall have, in each school, use
22 of a bulletin board in each faculty lounge and further that
23 the Association agrees that such notices posted on the
24 bulletin board shall be in professional taste.
25
26
27
28
29
30
31

32 ARTICLE VII

33 SECRETARIAL EMPLOYMENT

34
35
36 A. All non-tenure employees shall receive contract offers
37 no later than April 30 for the succeeding school year. They
38 shall sign and return the contract by June 1st. Failure to
39 return said contract by June 1st shall constitute a waiver of
40 said employee rights to re-employment unless a longer period
41 is actually mutually agreed upon and shall relieve the Board of
42 any obligations to offer re-employment to said employee.
43
44
45
46
47
48

49 B. All tenure employees shall receive notification of
50 their next year's salary no later than April 30th.
51
52

ARTICLE VIIIWORK HOURS

1 A. Employees are expected to devote to their assignments
2
3 the time necessary to meet their responsibilities, but they shall
4
5 not be required to sign in and out by hours and minutes. Members
6
7 of the Association shall indicate their presence for work by
8
9 initialling in the appropriate column of the faculty roster sheet.
10

11 B. Members of the Association shall work a thirty-five
12
13 hour week, and each secretarial post may be handled on an
14
15 individual basis to assure a comprehensive coverage and
16
17 arrangement.
18

19 C. Members of the Association may leave the building with-
20
21 out requesting permission during their duty-free lunch period.
22

23 D. On workshop and conference days, the work day for
24
25 assistant secretaries shall end as soon as they have completed
26
27 their assigned tasks which shall be consistent with the dismissal
28
29 of all students with the following exceptions:
30

- 31 1. If their participation in the workshop is required.
- 32 2. If they have tasks of an emergency nature.
- 33
- 34

35 E. Overtime is defined as anytime spent at regular duties
36
37 or other assigned duties consistent with this agreement either
38
39 before or after daily work hours; or any day other than provided
40
41 in the regular work year.
42

- 43 1. All overtime must be voluntary and mutually agreed
44
45 to by the employee and immediate supervisor.
- 46 2. All overtime must be remunerated at the rate of
47
48 one and one-half (1½) times the employees hourly salary.
49

ARTICLE IXSECRETARIAL ASSIGNMENT

1 A. Wherever practicable, all members of the Association
2
3 shall be given tentative written notice as of June 1st of their
4
5 building assignment for the forthcoming year. Final notice
6
7 shall not be given later than June 30th.
8

9 (1) Any change in assignment made after June 30th
10 shall only occur if the employee involved is
11 given reasons for said change by the
12 superintendent in a meeting between both parties
13 within two (2) days after said change is made.
14

15 B. Schedules of employees who are assigned to more than one
16
17 building shall be arranged so that no such Association member
18
19 shall be required to engage in an unreasonable amount of inter-
20
21 building travel. Such employees shall be notified of any changes
22
23 in their schedule as soon as practicable.
24

25 C. Members of the Association who may be required to use
26
27 their own automobile in the performance of their duties, and
28
29 employees assigned to more than one (1) building per day, shall
30
31 be compensated at the rate of the Federal Government's allowance
32
33 per mile for the use of their vehicle for all driving done to
34
35 respective buildings.
36

37 D. Whenever any employee is required to perform the duties
38
39 of a higher paid position for a period in excess of five (5)
40
41 consecutive days said employee after five (5) days in the higher
42
43 paid position, shall be entitled to receive compensation based
44
45 upon the step and salary guide as specified in this agreement
46
47 of the position to which assigned.

ARTICLE XPROMOTIONS

1 A. Promotional positions are defined as all positions.
2

3 B. Vacancies shall be adequately publicized by the
4
5 superintendent of school in accordance with the following
6
7 procedure.
8

- 9 1. Notice shall be posted in each school
10 building setting forth a general
11 statement of duties and a summary of
12 qualifications being sought for the position.
13
14 2. Such notice shall be posted a least twenty (20)
15 days prior to the last day on which
16 applications will be accepted.
17
18 3. Employees who desire to apply for such
19 vacancies shall submit their application
20 in writing to the superintendent within the
21 time limit specified in the notice.
22
23 4. Were the vacancies to occur during the summer
24 months, the superintendent would notify the
25 Association representative, (Association
26 President) in writing, and follow the
27 procedures outlined in steps one, two and
28 three.
29
30 5. Announcements of all appointments shall be
31 made as soon as possible to the Association
32 by posting same.
33

34 C. Nothing in this agreement shall be construed to limit
35
36 the right of the Board of Education to change, modify, or add to
37
38 the qualifications and duties associated with any position or to
39
40 appoint or assign individuals to promotional position on either
41
42 temporary or permanent basis.
43

ARTICLE XIISECRETARIAL ANNUAL EVALUATION

44
45
46
47
48 A. Each school year the performance of each employee in

1 the system shall be evaluated by the superintendent and/or
2 principals and/or Director of Pupil Personnel Services.

3
4
5 B. The superintendent shall present to the Board of
6 Education an evaluation of each non-tenure secretary. Written
7 summary of the evaluation shall be placed in the employee's
8 personal file and a copy given to the employee. Appropriate
9 evaluation for tenure secretaries shall be carried out at the
10 discretion of the administration.
11

12
13 C. Employees who have not attained tenure shall receive
14 their evaluation in conference with the superintendent. The
15 conference shall take place no later than March 31 and in
16 sufficient time to meet the provisions of Article XI.
17

18 ARTICLE XI

19 EXTENDED LEAVES OF ABSENCES

20 A. Leave for military service shall be governed by law.

21 B. Maternity leave shall be governed by the following
22 criteria and agreement:
23

24 1. The board shall not maintain or enforce any policy
25 or practice for removal of any tenured or non-
26 tenured employee from her duties that is based
27 solely on the fact of pregnancy or a specific
28 number of months of pregnancy but shall consider
29 and treat such employee on an individual basis.
30

31 2. The Board may remove any pregnant employee from
32 her duties on any one of the following basis:
33

34 a. Performance - Her performance has sub-
35 stantially declined from the time immediately
36 prior to her pregnancy.
37

38 b. Physical Incapacity - Her physical condition or
39 capacity is such that her health would be
40
41
42
43
44
45
46
47
48
49
50

1 impaired if she was to continue working,
2 and which physical incapacity shall be
3 deemed to exist only if:

- 4
5 1. the pregnant employee fails to
6 produce a certification from her
7 physician that she is medically
8 able to continue working, or
9
10 2. the Board of Education's physician
11 and the employee's physician agree
12 that she cannot continue working, or
13
14 3. following any difference of medical
15 opinion between the Board's physician
16 and the employee's physician the
17 Board requests expert consultation
18 in which case the Passaic County
19 Medical Society, 39 East 39th Street,
20 Paterson, New Jersey, 07514, 201-279-
21 1900, shall appoint an impartial third
22 physician who shall examine the employee
23 and whose medical opinion shall be con-
24 clusive and binding on the issue of
25 medical capacity to continue working.
26 The expense of any examination by an
27 impartial third physician under this
28 paragraph shall be shared equally by
29 the employee and the Board.
30

31 c. Just Cause - Any other "just cause" as defined
32 in N.J.S.A. Title 18A.

- 33
34 3. The Board shall grant leaves of absence for medical
35 reasons associated with pregnancy and birth to
36 pregnant employees on the same terms and conditions
37 governing leaves of absence for other illness or
38 medical disabilities, as set forth in N.J.S.A.
39 18A:30-1, et seq. and the rules, regulations, policy
40 statements and collective negotiations agreements
41 entered into by the Board except as otherwise provided
42 herein.
43

- 44 a. Any tenured or non-tenured employee seeking
45 a leave of absence on the basis of medical
46 reasons associated with pregnancy or birth
47 shall apply to the Board for said leave at
48 least 30 working days prior to start of said
49 leave. At the time of application, which

1 shall be made upon reasonable notice to the
2 Board, the employee shall specify in writing
3 the date on which she wishes to commence
4 leave and the date on which she wishes to
5 return to work after birth. The Board may
6 require any employee to produce a certificate
7 from a physician in support of the requested
8 leave dates provided that if the Board's
9 physician is in disagreement the conflict of
10 medical opinion shall be resolved as set out
11 in paragraph 2 (2) (3) of this agreement.
12 Where medical opinion is supportive of the
13 leave dates requested such requested leave
14 shall be granted by the Board, except that
15 the Board may change the requested dates upon
16 a finding that the grant of a leave for those
17 dates would substantially interfere with the
18 administration of the school and provided
19 that such date change by the Board is not
20 medically contra-indicated. Following the
21 grant of such leave to any employee, the com-
22 mencement or termination dates thereof may be
23 further extended or reduced for medical reasons
24 upon application by the employee to the Board.
25 Such extension or reduction shall be granted
26 by the Board for an additional reasonable period
27 of time except that the Board may alter the
28 requested dates upon a finding that such exten-
29 sion or reduction would substantially interfere
30 with the administration of the school and pro-
31 vided that such date change by the Board is not
32 medically contra-indicated. The Board may require
33 any employee to produce a certificate from the
34 physician in support of the extension or reduc-
35 tion of requested leave dates provided that if
36 the Board's physician is in disagreement, the
37 conflict of medical opinion shall be resolved
38 as set out in paragraph 2 (b) (3) of this order.
39

- 40 b. It is agreed that maternity leave shall be
41 granted for a period of up to the end of the
42 school year in which the leave commenced.
43
44 c. It is further agreed that any employee who has
45 applied for and received maternity leave may
46 by giving 90 days notice reapply for permission
47 to return to employment during any academic
48 school year for which such leave was granted

1 and such leave may thereupon be terminated
 2 by the board. The board reserves the right
 3 to determine the requested date of return
 4 if the stated date of return interferes with
 5 the administration and the orderly sequence
 6 of the school's function.

7
 8 d. It is further agreed that "extended leaves
 9 of absence" for maternity reasons shall be
 10 granted by the board without pay. Extended
 11 leaves of absence for maternity reasons shall
 12 be limited to one (1) school year, consideration
 13 for another leave shall not occur during the
 14 next four (4) school years thereafter.

15
 16 1. Requests for extended leave of absence
 17 for maternity reasons shall be made in
 18 writing to the board of education prior
 19 to March 1.

20
 21 2. Anyone requesting a maternity leave after
 22 March 1st must indicate at that time their
 23 intent to request the extended maternity
 24 leave of absence for the next school year.

25
 26 e. Nothing in this section shall deprive an employee
 27 from exercising her rights to maternity leave
 28 more than once.

29
 30 f. Any employee adopting an infant child may receive similar
 31 leave which shall commence upon receiving de facto of the infant,
 32 or earlier if necessary to fulfill the requirements for the
 33 adoption.

34
 35 D. Return to the school system upon the completion of any
 36 leave discussed in this section means return to position vacated
 37 or an equivalent position.

38 ARTICLE XII

39 GRIEVANCE PROCEDURE

40
 41 The term "grievance" means a complaint by an employee that, as
 42 to them, there has been an inequitable, improper or unjust
 43
 44
 45
 46
 47
 48
 49
 50

1 application, interpretation, or violation of a policy,
2 agreement, or administrative decision, affecting said employee.

3
4
5 The term "grievance" and the procedure relative thereto
6 shall not be deemed applicable in the following instances:
7

- 8
9 a. The failure or refusal of the Board to renew
10 a contract of a non-tenure employee.

11
12 The term "employee" shall mean any regularly employed
13 individual receiving compensation from the Board but shall
14 not include the superintendent.
15
16

17
18 The term "representative" shall include any organization,
19 agency or person authorized or designated by any employee or
20 any group of employees, or by a public employees association
21 or by the Board to act on its or their behalf and to
22 represent it or them.
23
24

25
26 The term "immediate" superior shall mean the person to
27 whom the aggrieved employee is directly responsible under the
28 Table of Organization prevailing in this school district.
29

30
31 The term "party" means an aggrieved employee, their
32 immediate superior, the school principal or any staff member
33 below the superintendent who may be affected by the
34 determination of the superintendent in connection with the
35 procedure.
36
37

38 PROCEDURE

39
40 1. An aggrieved employee shall institute action under the
41 provisions hereof within thirty (30) days of the occurrence
42 complained of, or within thirty (30) days after they would
43 reasonably be expected to know of its occurrence. Failure to
44 act within said thirty (30) day period, shall be deemed to
45
46
47
48
49
50
51
52
53
54

1 constitute an abandonment of the grievance.
2

3 2. An employee processing a grievance, shall be assured
4 freedom from restraint, interference, coercion, dis-
5 crimination, or reprisal.
6
7

8
9 3. In the presentation of a grievance, the employee shall
10 have the right to present their own appeal or to designate
11 a representative to appear with them at any step in their
12 appeal. A minority organization shall not have the right
13 to present or process a grievance.
14
15
16
17

18
19 4. Whenever the employee appears with a representative,
20 the Board shall have the right to designate a representative
21 to participate at any stage of the grievance procedure.
22
23
24

25 5. An employee shall first discuss their grievance
26 orally with their immediate supervisor. A decision shall be
27 rendered within five (5) days of said hearing.
28
29
30

31 6. If the grievance is not resolved to the employee's
32 satisfaction within five (5) days from the determination
33 referred to in Paragraph 5 above, the employee shall submit
34 their grievance to the superintendent of schools in writing,
35 specifying:
36
37
38
39
40

- 41 a. The nature of the grievance.
42
43 b. The results of the previous discussion.
44
45 c. The reason for their dissatisfaction with the
46 determination.
47
48

49 7. A copy of the writing called for in Paragraph 6 above,
50 shall be furnished to the immediate superior of the aggrieved
51 employee.
52
53

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon) the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon) the superintendent shall, in writing, advise the employee and their representative, if there be one, of the determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the superintendent to act in accordance with the provisions of paragraphs 8 and 9, or in the event, a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the superintendent to act or within ten (10) days of the determination by them, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted:

- a. By the Superintendent the writing set forth in paragraphs 6 & 9
- b. By the aggrieved a further statement in writing setting forth the aggrieved's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the superintendent and to the adverse party.

The aggrieved shall advise the Board, in writing, whether it will process the appeal on behalf of the appellant, and if it chooses not to process the appeal in their own rights.

12. If the appellant, in their appeal to the Board

1 does not request a hearing, the Board may consider the appeal on the
 2 written record submitted to it, or the Board, may, on its own, conduct
 3 a hearing; or it may request the submission of additional written
 4 material. Where additional written materials are requested by the
 5 Board, copies thereof, shall be served upon the adverse parties who
 6 shall have the right to reply thereto. Where the appellant requests
 7 in writing a hearing before the Board, a hearing shall be held.
 8
 9

10
 11 13. The Board shall make a determination within thirty (30)
 12 calendar days from the receipt of the grievance and shall, in writing,
 13 notify the employee, their representative if there be one, the
 14 immediate superior and the superintendent of its determination. This time
 15 period may be extended or reduced by mutual agreement of the parties.
 16
 17

18
 19 14. In the event a grievance should be filed by any employee who
 20 is not subject to the jurisdiction of any principal or supervisor, who
 21 may be answerable to more than one principal or supervisor, shall discuss
 22 their grievance initially with the superintendent and if dissatisfied with
 23 the determination, may appeal to the Board in accordance with the
 24 provision herein set forth.
 25
 26

27
 28 15. The Board agrees to submit to the Totowa Educational
 29 Secretaries Association copies of all decisions, communications or
 30 correspondence sent by the Board to any person or organization in
 31 connection with any grievance filed hereunder by a person who is a member
 32 of the unit.
 33
 34

35
 36 16. All employees shall be entitled to resort to the full procedure
 37 hereinabove set forth.
 38
 39

40 ARTICLE XIII

41 VACATION

42
 43
 44
 45 All full time employees placed on a 12 month schedule shall have
 46 their vacation schedule determined by the superintendent of schools.
 47

- 48 1. Those employed from one to five years shall be granted
 49 two weeks vacation.
 50
 51
 52
 53

- 1 2. Those employed for five years but less than ten years
2 shall be granted three weeks vacation.
- 3
- 4 3. After ten years, one day additional for each year over
5 ten until reaching fifteen years - then four full weeks.
- 6
- 7 4. Those employed for part of a year shall be allowed a
8 day for each month's service up to June 30th, with a
9 maximum of ten.
- 10

11 All full time employees must adjust their vacation periods
12 according to the demands of the office work schedule.

13 Vacation time may not be carried over from year to year unless
14 some part of it shall not have been taken at the Board's request. In
15 such event the employee may carry the unused portion over the following
16 year or be paid on the basis of the salary in effect when the
17 vacation is earned.

18 Vacations may be taken during the school year commencing in
19 September and ending in June when school is not in session. Further,
20 any vacation not taken in the above mentioned period must be taken
21 during the months of July and August.

22 ARTICLE XIV

23 SEVERABILITY

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

30 ARTICLE XV

31 CONTRACT PRINTING

32 Copies of this agreement shall be printed at the expense of the
33 Board after agreement with the Association on format within thirty (30)
34 days after the agreement is signed. The agreement shall be presented to
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

all secretaries now employed, hereinafter employed or considered for employment by the Board.

ARTICLE XVIII

DURATION

This agreement shall take effect as of July 1, 1980 and continue in effect until June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers.

ATTEST:

BOARD OF EDUCATION OF THE
BOROUGH OF TOTOWA

Secretary

President

ATTEST:

TOTOWA EDUCATIONAL SECRETARIES
ASSOCIATION

Secretary

President