

**THIS DOES NOT
CIRCULATE**

AGREEMENT

BETWEEN

PERTH AMBOY BOARD OF EDUCATION

-- AND --

PERTH AMBOY EDUCATIONAL SECRETARIES' ASSOCIATION

1979 - 1981

LIBRARY
Institute of Management and
Labor Relations

MAR 3 1980

RUTGERS UNIVERSITY

ARON,
MILL & SALSBERG

COUNSELLORS AT LAW
500 SUMMIT AVENUE
NEW JERSEY CITY, NEW JERSEY 07306

PREAMBLE

This Agreement entered into this
by and between the Board of Education of the school district of Perth Amboy
in the County of Middlesex, hereinafter called the "Board" and the Perth
Amboy Educational Secretaries' Association hereinafter called the
"Association."

WITNESSETH

Whereas, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, as amended and supplemented by Chapter 123 of the Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, witnesseth:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full-time school clerical employees, i.e., secretaries, bookkeepers, and telephone (switchboard) operators, and excluding the secretary to the Superintendent, the secretary to the Assistant Superintendent, the secretary to the Board Secretary/School Administrator, and all other employees.

ARTICLE II
NEGOTIATION PROCEDURE

A. The parties agree to commence negotiations in accordance with the requirements of Chapter 303 of the Laws of 1968 as amended and supplemented by Chapter 123 of the Laws of 1974.

B. The agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by an individual secretary or the Association based upon an alleged misinterpretation, misapplication or violation of this Agreement, Board policies, or Administrative decisions involving terms and conditions of employment. All grievances may be pursued through the Board of Education level, but only those concerning specific sections of the Agreement may proceed into arbitration. In addition, the following items shall be specifically excluded from the Grievance Procedure:

1. Any matter for which a method of review is prescribed by law; or
2. Any rule or regulation of the State Commissioner of Education; or
3. Any rule or regulation of the Public Employment Retirement System; and
4. Any matter which according to law is limited to action by the Board alone.

A grievance to be considered under this procedure must be initialed in writing by the aggrieved employee within twenty-one (21) calendar days from the time that the employee knew or should have known of its occurrence, and failure to act shall constitute abandonment.

GRIEVANCE PROCEDURE - cont'd

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the new step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision at that step.

2. Any employee who has a grievance shall discuss it first with his principal (or any supervisor if applicable) in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he shall initiate a grievance in writing to the principal or the appropriate supervisor if no principal is in charge within the twenty-one (21) calendar day period above specified, specifying:

- a. Nature of grievance, specifying the section of the Agreement alleged to have been violated
- b. Nature of extent of injury, loss or inconvenience
- c. Results of previous discussions
- d. His dissatisfaction with decisions previously rendered
- e. The specific remedy being sought

The principal or supervisor shall communicate his decision to the employee in writing within five (5) calendar days of receipt of the written grievance.

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GRIEVANCE PROCEDURE - cont'd

4. Secretaries with exception of secretary-telephone operators and secretaries assigned to Board office, no later than five (5) calendar days after receipt of principal's or supervisor's decision, may appeal to the Superintendent of Schools utilizing the procedure described in #6 below.

5. Secretary-telephone operators and secretaries assigned to Board office, no later than five (5) calendar days after receipt of decision may appeal to the Board Secretary/ School Administrator utilizing the procedure described in #6 below.

6. The appeal to the Superintendent or his designee shall be made in writing reciting the matter submitted to the principal or supervisor as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days provided that the matter does not come to the Superintendent or his designee during his vacation period, and in the event it does, the matter shall be resolved within five (5) days of return from vacation by the Superintendent or his designee. The decision by the Superintendent or his designee shall be communicated in writing to the employee and the principal or supervisor.

GRIEVANCE PROCEDURE - cont'd

7. If the grievance is not resolved to the employee's satisfaction, no later than five (5) calendar days after receipt of Superintendent's or his designee's decision, he may request a review by the Board. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward request to the Board within five (5) calendar days of receipt of same. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

8. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he shall so notify the Board through the Board Secretary within ten (10) school days of receipt of the Board's decision.

The following procedure will be used to secure the services of an arbitrator.

Aggrieved or his representative shall within the ten (10) school day period, as defined, request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

Thereafter the parties shall abide by the Rules and Regulations of the American Arbitration for the selection of an arbitrator.

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GRIEVANCE PROCEDURE - cont'd

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing, nor subtract anything from the Agreement between the parties or any policy of the Board of Education and his award shall be binding upon the parties. 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 thirty (30) calendar days of the completion of the arbitration hearings.

When any of the above periods occur during the summer vacation, "school days" shall be construed to be "calendar days" exclusive of Saturday, Sunday, and holidays.

Rights of Employees to Representation

When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

The Board and the Association agree that no reprisals of any kind shall be taken by either or by any member of the administration or by any member of the negotiating unit against any participants in the grievance procedure by reason of such participation.

Grievances arising from the written or verbal directive of any supervisor or administrator above the rank of

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GRIEVANCE PROCEDURE - cont'd

principal may be first discussed with, or submitted to the Superintendent.

Meetings and hearings held under this Grievance Procedure shall generally be conducted on non-school time. Persons proper to be present are defined as all necessary parties.

Costs

Each party will bear the total cost incurred by themselves. 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.

ARTICLE IV
EMPLOYEE'S RIGHTS

A. Pursuant to Chapter 123 of the Laws of 1974, the Board and the Association hereby agree that all employees covered by this agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations to the extent permitted by law, or to refrain from so doing.

B. No tenure employee shall be disciplined or reprimanded without just cause.

C. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matters which could adversely affect the continuation of that person in employment or the salary or any increments pertaining thereto, she may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview if she so desires.

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall demonstrate that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees wherein the application or administration of this agreement on the basis of age, race, creed, color, sex, domicile, or marital status.

ARTICLE V
EMPLOYMENT

A. It is agreed that those sections of the Board Policies governing personnel be made a part of this Agreement.

B. It is agreed that Board policy governing salaries in effect during the term of this Agreement be made a part of this Agreement.

C. 1. The Board shall continue its present insurance coverage which includes dependents (to wit: Hospitalization Medical Service, Major Medical, Dental and Eye Examination and Eyeglasses Insurance).

2. Effective April 1, 1980, the Board shall pay the premium for a one (\$1.00) dollar co-pay Prescription Drug Plan for employees and their dependents.

D. The regular workday for all Association personnel shall be seven (7) hours, exclusive of lunch time. Normal summer work hours will be six (6) hours worked between hours of 8:30 A.M. and 3:00 P.M. with one-half hour for lunch.

E. Any employee required to work more than forty (40) hours per week shall be paid at the rate of one and one-half times the regular rate of pay.

F. Employees required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time.

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EMPLOYMENT - cont'd

G. Secretaries will receive the sum of not more than \$150 for the school year in repayment of tuition for courses under the following conditions:

1. Leading to secretarial certification
2. Having prior approval of Superintendent
3. Receipt of transcript with a grade of "C" or better
4. Undergraduate courses related to their field of work, leading to a Bachelor's Degree

H. On days when the elementary schools are closed early due to inclement weather, employees shall be allowed to leave when the Principal leaves, unless there are extenuating circumstances.

ARTICLE VI

LEAVES OF ABSENCE

A. It is agreed that the Board Policies governing leaves of absence in effect during this Agreement and applicable to the members of the bargaining unit be made a part of this Agreement.

B. Personal Leave Days

1. All employees are entitled to up to three (3) personal leave days, two (2) of which may accumulate as sick leave if not used, up to a maximum of fifteen (15) per year, without requiring in advance, the specific approval of the Administration, subject to the following restrictions:

- a. Except in the event of an emergency making such notice impossible, at least 24 hours, and more if possible, of notice shall be given.
- b. Such leaves shall not be granted on the first day of school in September nor on the last day of school in June or immediately prior to or after any scheduled vacation period or school holiday.
- c. Secretaries shall be entitled to personal days pursuant to their date of hire as follows:

If hired prior to October 1st - three days
If hired between October 1st and April 1st -
two days
If hired after April 1st - one day

- d. Such leave days will be used for personal business normally unable to be completed after normal

LEAVES OF ABSENCE - con'd

working hours and will not be used as additional vacation, holiday, nor for any concerted activity and each employee taking a personal leave day shall sign the following certificate:

"I hereby certify that the following date(s) were used for personal business which I was unable to conduct after normal working hours. I did not use this (these) day(s) as additional vacation, holiday or for any concerted activity. Falsification of this statement constitutes unbecoming conduct."

DATE(S) _____

Signature

Date

C. Absence on Account of Illness

1. Secretaries of the Perth Amboy Board of Education with twenty (20) years or less of cumulative employment, shall be allowed full pay while on sick leave during a school year or shall accumulate a maximum of unused sick leave, in any year, as follows:

- a. Ten month employees - ten days
- b. Eleven month employees - eleven days
- c. Twelve month employees - twelve days

2. Secretaries employed for more than twenty (20) years by the Board of Education shall be allowed full pay while on sick leave, or shall accumulate a maximum of unused sick leave, in any year as follows:

LEAVES OF ABSENCE - cont'd

- a. Ten month employees - fifteen days
- b. Eleven month employees - sixteen and one-half sick leave days, fifteen of which are cumulative
- c. Twelve month employees - eighteen days, fifteen of which are cumulative

D. Maternity Leave

1. Any female employee upon becoming aware of a pregnancy shall, during the fourth month of pregnancy, report same in writing to the Superintendent of Schools and also state the expected date of birth.

2. Any pregnant secretary may apply to the Board of Education for a disability leave of absence. The disability leave dates shall be supported by a physician's certificate which shall allow for the use of accumulated sick days during the period of twenty (20) work days before and twenty (20) work days after the date of birth.

3. A pregnant secretary may request disability leave for more or less than twenty (20) work days before and/or after the anticipated date of birth upon presentation of and approval by the district's Medical Officer of the attending physician's certificate supporting said specific further disability and related complications.

4. Said employee need not apply for a Maternity Leave of Absence but she may apply for a Maternity Leave of Absence without pay at her own discretion which will not be denied by the Board upon proof of pregnancy.

Said voluntary leave may be up to two (2) full consecutive school years. An initial leave request must be from the date of commencement until the end of that current school year. A subsequent extension for all of the following school year may be requested and granted. In all such instances however, a leave and/or extension of a leave must end with the conclusion of a school year and the secretary must return to work at the commencement of the following school year.

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LEAVES OF ABSENCE - cont'd

5. An employee not applying for a maternity leave of absence and who continues to work shall upon the sixth month present a certificate of physical fitness from a doctor. A new certificate shall be submitted the beginning of the seventh month and every two weeks thereafter until the ninth month, at which time a certificate shall be submitted weekly.

6. A secretary on maternity leave may be reinstated at any time during the period of her leave provided that a suitable vacancy exists upon her request to the Board.

7. Maternity Leave of Absence without pay may be extended for up to one year provided that the date of return is at the inception of a school year, if requested by the secretary.

8. All seniority rights shall be maintained during the period of maternity leave.

9. The Superintendent of Schools shall not remove any tenured or non-tenured employee from her duties during her pregnancy, or prevent her from resuming her duties, as the case may be, except on one of the following basis:

- (a) The Superintendent has found that her work performance has noticeably declined by reason of the pregnancy; but before relieving her of her duties, the Superintendent of Schools shall give the said employee an opportunity to be heard on the matter. Any other just cause as a result of her condition. The Superintendent's decision may be appealed from as provided for in the grievance procedure.
- (b) The pregnant employee cannot produce a certificate from her physician that she is medically able to continue working.
- (c) In the event the Superintendent feels that she cannot continue working or that she is not yet ready to come back to work, the Superintendent shall select a physician from a list of physician's submitted to the Superintendent by the Federation, fifty (50%) percent of whom are on the staff of Perth Amboy General Hospital, to determine if she can continue to work or return to work. The medical opinion of this physician shall be conclusive and binding on the issue of medical capacity to continue or resume working.

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LEAVE OF ABSENCE - cont'd

10. Any employee who adopts an infant shall be eligible for a maternity leave if he/she so requests, not to exceed eighteen months. This provision can only apply to one member of a family.

11. A non-tenured secretary shall not be entitled to a leave of absence beyond the contract school year in which the leave was taken.

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ARTICLE VII
PROMOTIONS AND VACANCIES

A. All promotional opportunities, newly created clerical positions, or any variation in job title shall be handled as follows:

1. All promotional opportunities shall be posted for ten (10) work-days. A copy of said notice shall be given to the Association at the time of posting. Employees shall submit their applications in writing to the Superintendent's office. No position shall be filled until all applications submitted within the ten (10) work-days have been considered.

2. Transfers - Any individual interested in a lateral transfer should make her interest known by submitting a letter to the office of the Superintendent indicating same.

3. All promotions and transfers shall be made at the sole discretion of the Board.

B. All assignments shall be made at the discretion of the Superintendent, who shall of necessity consider many factors, only one of which shall be seniority. If an assignment is made which is, in effect, an involuntary transfer, the employee so assigned may request and meet with the Superintendent or his designee to discuss such assignment.

ARTICLE VIII

HOLIDAYS

A. The days which shall be considered holidays for Association personnel shall be the school closing days as designated in the school calendar for the school term. However, if during this period of time the Superintendent or Secretary of the Board determine an office must be covered or specific work must meet a deadline, members of the bargaining unit shall accept such assignments at additional compensation.

B. Additionally, Independence Day and Labor Day will be observed as holidays.

C. In the case of the Telephone (Switchboard) Operators - days when it is necessary for the switchboard to be covered, shall be determined by the Secretary of the Board of Education and an alternating basis be established. Such days referred to in this paragraph are not considered holidays as referred to in Paragraph A of this Article.

D. Any employee required to work during a holiday period (when that time normally not worked constitutes several normal workdays including the holiday) shall receive three (3) calendar days notice except it may be less in the event of an emergency, as determined by the Superintendent or his designee.

ARTICLE IX

VACATIONS

A. As per policy now in effect, Association employees covered by this Agreement shall receive three (3) weeks vacation upon completion of one year. Less than one year shall be prorated, as per policy now in effect.

B. Vacation period will be subject to the approval of the Superintendent, or in the case of the Board of Education staff and telephone operators, the Secretary of the Board.

ARTICLE X

SALARIES

Annexed hereto and made a part hereof, and previously agreed upon and adopted, are the salary guides attached known as Appendix A - 1979-1980 and Appendix B - 1980-1981.

ARTICLE XI

JOINT COMMITTEE

A. The parties hereto believe that the efficiency of the respective employees' service to the student population of the school and the administration, and the welfare of the employees will be better served by periodic meetings of a joint committee wherein both the employer and the employees may discuss and implement suggestions for improving the service of the employees. The committee shall not consider problems or practices concerning the administration of this agreement.

B. The committee shall consist of the Superintendent or his designee and shall utilize two (2) other members designated by the Superintendent and three (3) members designated by the Association. The committee shall meet regularly each month during the school academic year, on the date and at a time to be mutually determined by the members of each committee. When neither party to the committee has an item for the committee to consider, the regular meeting shall not be held.

ARTICLE XII

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board recognizes the rights, duties and responsibilities of the Association towards all unit employees in protecting their terms and conditions of employment.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information that shall assist the Association in developing intelligent and accurate programs on behalf of the employees, together with public information which may be necessary for the Association to process any grievance or complaint.

C. Whenever any representative of the Association or any employee is scheduled by both the parties to participate during working hours in meetings or conferences, he/she will suffer no loss in pay. Meetings which continue after the regular work day or commence after the regular work day shall be attended without compensation.

D. Representatives of the local, state, and national Associations shall be permitted to transact official Association business on school property at all reasonable times upon notification to the superintendent and principal and approval by the building principal and provided the transaction of such business does not interfere with performance of normal duties of personnel involved.

E. Subject to Board of Education policy and approval of the building principal, the Association may use appropriate rooms for meetings, in a school building after school hours and until 5 p.m. Rooms may be used for evening meetings after prior approval by the building principal and the Business Office, such permission shall not be unreasonably withheld. Any additional custodial costs incurred by use of such room or rooms shall be borne by the Association.

F. The Association shall have the right to use the inter-school mail facilities and the school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail. A copy of all general distributions made by the Association through inter-school mail and school mail boxes shall be simultaneously provided to the building principal.

ARTICLE XIII

BOARD RIGHTS

Except as specifically limited by the language of the Agreement and applicable statutes, the Board reserves the following rights.

A. The right to direct the employees of the school district.

B. 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.

C. To relieve employees of duty because of lack of work or for other legitimate reasons.

D. To maintain efficiency of the school district operations entrusted to them.

E. To determine the methods, means and personnel by which operations are to be conducted.

F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XIV
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement.

ARTICLE XV

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and given the full force and effect as Board policy.

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

C. Copies of this Agreement shall be prepared and distributed by the Board to the office of each principal and appropriate supervisors.

D. The Board may retain ten (10) month secretaries when conditions warrant the employment of a secretary for ten (10) months and said secretaries shall be compensated at 5/6ths of the annual salary provided for a secretary of the same classification on the salary guide then in effect.

E. The duration of this Agreement shall be in effect from July 1, 1979 to June 30, 1981.

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IN WITNESS WHEREOF, the parties have hereunto set their hands to the Agreement this 27th day of Feb, 1970.

PERTH AMBOY EDUCATIONAL SECRETARIES' ASSOCIATION

PERTH AMBOY BOARD OF EDUCATION

BY: *[Signature]*
President

BY: *[Signature]*
President

BY: *[Signature]*
Vice-President

BY: *[Signature]*
Secretary

APPENDIX A
SALARY GUIDE 1979-80

	<u>Class III</u>	<u>Class II</u>	<u>Class I</u>	<u>Class I - Supt's Office</u>
1	7,950	8,300	8,750	8,950
2	8,397	8,797	9,322	9,522
3	8,844	9,294	9,894	10,094
4	9,291	9,791	10,466	10,666
5	9,738	10,288	11,038	11,238
6	10,185	10,785	11,610	11,810
7	10,632	11,282	12,182	12,382
8	11,079	11,779	12,754	12,954
9	11,526	12,276	13,326	13,526
10	12,525	13,325	14,450	14,650
15*	12,700	13,500	14,625	14,825
20*	12,800	13,600	14,725	14,925
25*	13,025	13,825	14,950	15,150

* As defined in rules of the Perth Amboy Board of Education

Above increments and salary based on 12 months

Secretaries shall reach the maximum salary in 10 steps

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, approval by the Board.

APPENDIX B
SALARY GUIDE 1980-81

	<u>Class III</u>	<u>Class II</u>	<u>Class I</u>	<u>Class I - Supt's Office</u>
1	8,650	9,000	9,450	9,650
2	9,097	9,497	10,022	10,222
3	9,544	9,994	10,594	10,794
4	9,991	10,491	11,166	11,366
5	10,438	10,988	11,738	11,938
6	10,885	11,485	12,310	12,510
7	11,332	11,982	12,882	13,082
8	11,779	12,479	13,454	13,654
9	12,226	12,976	14,026	14,226
10	13,775	14,575	15,700	15,900
15*	14,025	14,825	15,950	16,150
20*	14,150	14,950	16,075	16,275
25*	14,400	15,200	16,325	16,525

* As defined in rules of the Perth Amboy Board of Education

Above increments and salary based on 12 months

Secretaries shall reach the maximum salary in 10 steps

All advancements on the guide, including annual increments and raises as set forth in the salary guides, now in effect, and as the same may be adopted from time to time by the Board, shall not be considered automatic. Advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility, and approval by the Board.