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AGREEMENT

between

BOARD OF EDUCATION

and

PERTH AMBOY EDUCATIONAL SECRETARIES ASSOCIATION

For the school year 1972-1973

THIS BOOK DOES
NOT CIRCULATE

DATED: JULY 1, 1972

PREAMBLE

This Agreement entered into this 1st day of July, 1972 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 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

- A. 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 all other employees.
- B. The Association hereby agrees that, in the event the Perth Amboy Educational Secretaries Association shall affiliate itself with any regional, state or national organization the Board may designate a maximum of ten percent (10%) of the bargaining unit as confidential employees who shall be immediately and thereafter excluded from the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. On or before September 15th, the Association shall provide the Board of Education its demands for negotiations.
- B. On or before October 15th, representatives of the Association and of the Board will meet for the purpose of negotiating terms and conditions of employment as required by Chapter 303.
- C. If clarification of items, for either educational reasons or to determine actual cost is necessary, Association representatives will meet between September 15th and October 15th, with the Superintendent, School Business Administrator, or any Board designated representative as is required.

ARTICLE III

GRIEVANCE PROCEDURE

It is agreed that the Grievance Procedure incorporated into the Board's Rules and Regulations, and as applicable to members of the Association, be incorporated into this agreement.

ARTICLE IV

EMPLOYEES' RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board 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.
- 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.

ARTICLE V

EMPLOYMENT

- A. It is agreed that those sections of the Rules and Regulations governing employment specified in Appendix B 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. It is agreed that all insurance coverages and other direct economic benefits provided by the Board for teachers and all other personnel will also be provided for all personnel included in this agreement.
- D. The regular workday for all Association personnel shall be seven (7) hours, exclusive of lunch time. During July and August the workday may be up to two hours less in certain or all cases at the discretion of the Superintendent and/or Secretary of the Board.
- 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 her 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.

ARTICLE VI

LEAVES OF ABSENCE

It is agreed that the Rules and Regulations governing leaves of absences in effect during this agreement and applicable to the members of the bargaining unit be made a part of this agreement.

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.

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.

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. A maximum of four (4) weeks after twenty (20) years of service, 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, is the salary guide attached:

ARTICLE XI

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 give them 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. The duration of this agreement shall be in effect from July 1, 1972 to June 30, 1973.

In Witness Whereof, the parties have hereunto set their hands to this Agreement this 30th day of June, 1972.

Perth Amboy Board of Education

By: Anne A. Sullman
President

By: Frank M. Smith
Secretary

Perth Amboy Educational Secretaries Associatic

By: Betty Miller
President

By: Geraldine Kenney
Vice-President

APPENDIX A -Salary Guide 1972-73

<u>Secretaries</u>	<u>Minimum</u>	<u>Maximum</u>	<u>20 years Service*</u>	<u>25 Years Service*</u>
Class I - Supts. Office	6,123	9,550	9,650	9,850
Class I	5,923	9,350	9,450	9,650
Class II	5,548	8,476	8,576	8,776
Class III	5,236	7,852	7,952	8,152
Bookkeeper, Class I	5,923	9,350	9,450	9,650
Telephone Operator, Class III	5,236	7,852	7,952	8,152

Above increments and salary based on 12 months

Secretaries shall reach the maximum salary in 9 steps

For the 1972-73 school year non-maximum secretaries shall receive increments as provided for in the 1971-72 salary guide plus 4% of their 1971-72 salaries.

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

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.