

#486

AGREEMENT
between the
PERTH AMBOY BOARD OF EDUCATION
and the
PERTH AMBOY EDUCATIONAL SECRETARIES' FEDERATION/AFT

X July 1, 1990 through June 30, 1993

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PREAMBLE

This Agreement entered into this day of ,
1990 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' Federation
hereinafter called the "Federation."

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 Federation 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
RECOGNITION

The Board hereby recognizes the Federation 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 Assistant Superintendent for Business, the secretary to the Administrative Assistant to the Superintendent, the Board's Office Manager, 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" shall mean a claim by an employee of the Perth Amboy Board of Education that there has been to him a personal loss or injury because of an interpretation, application or violation of policies and administrative decisions affecting him, except the term "grievance" shall not apply to:

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

To be considered under this procedure a grievance must be initiated in writing by the aggrieved employee within thirty (30) calendar days from the time that the employee knew or should have known of its occurrence, and failure to act shall constitute abandonment.

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 next 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 rendered at that step.

2. Any employee who has a grievance shall discuss it first with his/her immediate supervisor 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 immediate supervisor within the thirty (30) calendar day period above specified, specifying:
 - (a) The nature of grievance and the section of the agreement alleged to have been violated;
 - (b) The nature of extent of injury or loss;
 - (c) The results of previous discussion;
 - (d) The dissatisfaction with decisions previously rendered; and
 - (e) The specific remedy being sought.

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

4. Secretary - telephone operators and secretaries assigned to the Board office may no later than five (5) calendar days after receipt of the immediate supervisor's decision appeal to the Assistant Superintendent for Business utilizing the

procedure described in No. 5 below. All other employees may no later than five (5) calendar days after receipt of the immediate supervisor's decision appeal to the Superintendent utilizing the procedures described in No. 5 below.

5. The appeal to the Assistant Superintendent for Business or the Superintendent, as the case may be, shall be made in writing, reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered. The Assistant Superintendent for Business or Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days, unless the matter comes to the Assistant Superintendent for Business or Superintendent during his vacation period, in which case he shall resolve the matter within five (5) days of his return. The decision by the Assistant Superintendent for Business or Superintendent shall be communicated in writing to the employee and the principal.
6. If the grievance is not resolved to the employee's satisfaction, no later than five (5) calendar days after receipt of the Assistant Superintendent for Business' or Superintendent'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 requests 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 which shall be binding on all parties.

7. 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. Non-tenured secretaries may not appeal the non-renewal termination of their contract to binding arbitration.

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

(a) The Grievant or his representative shall within the ten (10) school day period, above defined, request the Public Employment Relations Commission to submit a roster of persons qualified to act as arbitrator of the dispute in question.

(b) Thereafter, the parties shall abide by the Rules and Regulations of the Public Employment Relations Commission for the selection of an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He may neither add nor subtract anything from the Agreement between the parties or any policy of the Board of Education. 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 decision. This shall be accomplished within thirty (30) calendar days of the completion of the arbitration hearings.

9. 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.

10. Rights of Employee to Representation

(a) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Federation.

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

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

11. Grievances arising from the written or verbal directive of any supervisor or administrator above the rank of principal may be first discussed with or submitted to the Board Secretary.
12. 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.

C. Costs

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

ARTICLE IV
EMPLOYEE'S RIGHTS

- A. Pursuant to Chapter 123 of the Laws of 1974, the Board and the Federation hereby agree that all employees covered by this Agreement shall have the right freely to organize, join and support the Federation 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 tenured employee shall be disciplined or reprimanded without just cause.

- C. Any employee 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 may request written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present during such meeting.

- D. The Board and the Federation 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 the Board policy governing secretaries' 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 and Dental) and amount of payment made on behalf of the employees.
- (a) Effective July 1, 1984, benefits shall be coordinated so as to permit spouses who both work for the District to be reimbursed for expenses under the other's policy whenever their own policy limit is exceeded.
- (b) Major Medical Lifetime Maximum Coverage shall be Two Million Dollars.
- (c) Effective January 1, 1991, the annual deductible shall be \$200.00 for single coverage and \$400.00 for family coverage.
2. The Board shall provide eye examination and eyeglass insurance.

3. By September 30 of each year of this Agreement, the Board shall arrange to provide an open enrollment period, permitting individual employees the option to buy additional group life insurance without cost to the Board, in accordance with the rules and regulations of the Board's life insurance carrier. The same opportunity shall exist for retired employees of the Board, in accordance with the life insurance carrier's rules and regulations concerning retired employees.
4. The Board agrees to change the "Amount of Basic Life Insurance" as outlined on page 5 of the current Group Insurance Plan booklet to read as follows:

| | |
|---------------------------|-------------|
| Plan A (Non-contributory) | \$2,500.00 |
| Plan B (Contributory) | \$10,000.00 |

All certificated and non-certificated employees eligible to participate.

5. The Board agrees to make the following changes in the current Health Insurance Coverage:
 - (a) Increase Vision Benefits to:

| | |
|--------------------------------|---------|
| Examinations (1 per 12 months) | \$35.00 |
|--------------------------------|---------|

Lenses (per pair, 1 per 12 months)

Single Vision \$35.00 (effective 7/01/90)

Bifocal

Single: \$ 45.00 (effective 7/01/90)

\$ 60.00 (effective 7/01/91)

Double: \$ 90.00 (effective 7/01/90)

\$120.00 (effective 7/01/91)

Trifocal

\$ 67.50 (effective 7/01/90)

\$ 90.00 (effective 7/01/91)

Aphakic

Glass \$ 60.00 (effective 7/01/90)

\$ 80.00 (effective 7/01/91)

Plastic \$135.00 (effective 7/01/90)

\$180.00 (effective 7/01/91)

Asheric \$172.50 (effective 7/01/90)

\$230.00 (effective 7/01/91)

Case Hardening

\$ 4.50 (effective 7/01/90)

\$ 6.00 (effective 7/01/91)

Contact Lenses \$140.00 (effective 7/01/90).

Frames (per pair, 1 per 12 months)

\$ 60.00 (effective 7/01/90).

- (b) Contact lens benefits shall be one (1) per twenty-four (24) month period (effective 7/01/90).
 - (c) Annual Pap Smear (effective 7/01/91).
 - (d) Annual mammograms for employees and spouses over 35 years of age (effective 7/01/91).
 - (e) Syringes for diabetics (effective 7/01/91).
- D. It is the responsibility of the employee to report in writing any changes in his or her marital status or number of dependents for insurance records, and if the employee has not made such written report, the Board is relieved of all insurance liability in reference to such insured coverage.
- E. The Board shall pay the premium for \$1.00 co-pay Prescription Drug Plan for employees and their dependents.
- F. Mandatory second surgical opinion shall be required for a minimum of 15 elective surgical procedures as provided by the benefits carrier.
- G. The regular workday for all unit 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.

H. 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.

I. Employees required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time. Any employee working on a legal holiday shall be paid at the rate of 1 1/2 times their regular rate of pay regardless of the total number of hours worked in that week.

Legal holidays shall be:

| | |
|-----------------|------------------|
| New Year's Day | Labor Day |
| King's Birthday | Columbus Day |
| Memorial Day | Veterans' Day |
| July 4 | Thanksgiving Day |
| | Christmas Day |

J. Secretaries will receive the sum of not more than \$270.00 in 1990-1991, \$295.00 in 1991-1992, and \$325 in 1992-1993 in repayment of tuition for courses under the following conditions:

1. Leading to secretarial certification or undergraduate courses related to their field of work leading to a Bachelor's degree.

2. Having prior approval of the Superintendent; and
 3. Receipt of transcript for a grade of "C" or better.
- K. On days when the schools are closed early due to inclement weather, employees shall be allowed to leave no later than the time when the immediate supervisor leaves. The immediate supervisor shall have the discretion to allow secretaries to leave before the immediate supervisor leaves.
- L. In addition to the full daily pay now received for Jury Duty, each employee shall be permitted to retain any Jury Duty fee received.
- M. Any employee hired prior to July 1, 1987, whose initial placement entitles him/her to a pro rata portion of an increment, shall be grandfathered and continue to be so placed. Effective July 1, 1987, any new employee who works on one-half (1/2) or more of their regular annual assignment shall be entitled to a full increment the following year. Any employee who works less than one-half (1/2) of their annual assignment shall receive no increment for the following year.
- N. The Board shall provide 4/5 and the Federation shall provide 1/5 of the annual costs of enrollment of the members in a mutually-acceptable Employee Assistance Program. Participation

in the program by district employees shall be completely
voluntary and strictly confidential.

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 three (3) days of notice shall be given.
 - (b) Except in emergency circumstances, such leaves shall not be granted on the first day of school in September or immediately prior to or after any scheduled vacation period or school holiday. In emergency circumstances, a personal day with reason may be granted upon prior approval of the Superintendent of School or her/his designee. If the Superintendent or her/his designee cannot be reached for such approval, an employee who takes such a

personal day risks having his/her pay deducted for that day if subsequent approval is not granted. In any event, denial of approval for such is not subject to the grievance procedure.

- (c) Secretaries shall be entitled to personal days pursuant to their date of initial 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 working hours and will not be used for additional vacation, holiday, or any concerted activities
- (e) 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.

DATE(S)

Signature

Date

- (f) The immediate supervisor shall be notified of the request for personal leave at the time said request is made to the Superintendent's Office.

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 months employees: ten (10) days
 - (b) Twelve month employees: twelve (12) 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:
 - (a) Ten months employees: fifteen (15) days
 - (b) Twelve month employees: eighteen (18) days, fifteen of which are cumulative

3. The Board shall have the right pursuant to N.J.S.A. 18A:30-6 to verify an employee's use of sick leave.

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 may apply for a Maternity Leave of Absence without pay at her own discretion. This leave 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 the 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 year.
5. A pregnant employee not applying for a maternity leave of absence 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, upon request to the Board, may be reinstated at any time during the period of her leave provided that a suitable vacancy exists.
7. Maternity Leave of Absence without pay may be extended for up to one year, if requested by the secretary, provided that the date of return is at the inception of a school year.

Any secretary who is on an original maternity leave or an extension of an original maternity leave may apply for and obtain a secondary maternity leave if she becomes pregnant during her leave of absence. Excluding disability leave, no extensions of this second maternity leave shall be granted.

8. All seniority rights shall be maintained during the period of maternity leave.
9. The Superintendent of School 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 conditions:
 - (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 School shall give the said employee an opportunity to be heard on the matter;

(b) Any other just cause as a result of her condition, but the Superintendent's decision may be appealed from as provided for in the grievance procedure; or

(c) The pregnant employee cannot produce a certificate from her physician that she is medically able to continue working.

10. 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 physicians submitted to the Superintendent by the Federation, fifty (50%) percent of whom must be on staff of Raritan Bay Medical Center, 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.
11. Any employee who adopts an infant shall be eligible for a Child Rearing Leave if he/she so requests, on the same terms as permitted for the rearing of naturally born children. This provision can only apply to one member of a family.
12. A non-tenured secretary shall not be entitled to a leave of absence beyond the contract school year in which the leave was taken.

E. A duly elected or appointed representative shall be granted a professional day at no loss of pay to attend:

(a) A convention or conference sponsored by the American Federation of Teachers; or

(b) A convention or conference sponsored by the New Jersey State Federation of Teachers.

It is understood that said leave shall be available for only 1 person for only 1 day in any school year.

F. Absent on Account of Death in the Immediate Family

In case of the death of a member of the immediate family (immediate family as here used means parents, brothers, sisters, own children, husband or wife, grandparents and grandchildren of any employee, son-in-law, daughter-in-law, mother-in-law, father-in-law or the death of any person who lived in the employee's home as a member of the household for some time preceding death), such employee shall be excused, without loss of pay, for a period not exceeding one calendar week. This allowance shall not extend beyond the seventh day following the date of death. In case of death of aunts, uncles, brothers-in-law, sisters-in-law, nieces or nephews of any employee, such employee shall be excused without loss of pay for a period not to exceed two school days, provided the two days come within five days following the date of death.

ARTICLE VII
PROMOTIONS AND VACANCIES

- A. All promotional opportunities, newly created and 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 Federation at the time of posting. Employees shall submit their application 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. 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.

C. Duties of Unit Employee.

A unit employee shall not be required to perform the functions of other certified staff or non-certificated staff, although occasional assistance and/or involvement in an emergency situation may be necessary. Unit employees shall never be required to cover classes or to initiate assignments to other personnel.

D. All Class III employees who possess and are required to perform the following skills shall receive additional compensation for any many as two areas below:

| | <u>90-91</u> | <u>91-92</u> | <u>92-93</u> |
|--|--------------|--------------|--------------|
| a. Shorthand | \$200.00 | \$200.00 | \$250.00 |
| b. Word processing | \$200.00 | \$200.00 | \$250.00 |
| c. Data base | \$200.00 | \$200.00 | \$250.00 |
| d. Bilingualism (English-Spanish only) (applies to any class) | \$200.00 | \$200.00 | \$250.00 |

Class II secretaries who possess and are required to perform the above skills shall receive the additional compensation listed above, but such additional compensation is limited to one area, including bilingualism.

E. The Board shall provide training to employees at Board expense when new technology is integrated into the work place.

Affected employee(s) shall be released from work assignments during the workday to receive said training and, if training

occurs outside of the normal workday, shall be compensated pursuant to the terms of this Agreement.

ARTICLE VIII

HOLIDAYS

- A. The days which shall be considered holidays for unit 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 Assistant Superintendent for Business determines 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. When July 4 falls on a Saturday it shall be observed on the preceeding Friday; when it falls on a Sunday it shall be observed on the following Monday.
- 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 Assistant Superintendent for Business 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.

- E. Time and one-half (1-1/2) the individual employee's regular hourly rate shall be paid for all time worked on school holidays or emergency closing days.

ARTICLE IX

VACATIONS

- A. Unit employees covered by this Agreement shall receive three (3) weeks' vacation upon completion of one year. After fifteen (15) years of service in the district, employees shall be entitled to eighteen (18) days of vacation. After twenty (20) years of service in the district, employees shall be entitled to twenty (20) days of vacation. Employees employed for less than one (1) year shall receive pro-rated vacation days.
- B. Vacation schedules are subject to the approval of the Superintendent, or in the case of the Board of Education staff and telephone operators, the Assistant Superintendent for Business. An employee who is denied a request for vacation from Labor Day through July 1 by the Superintendent/Assistant Superintendent for Business may not appeal that decision through the grievance procedure.
- C. Vacation entitlement is effective on the July 1st following employee's anniversary date.

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 1990-1991, Appendix B - 1991-1992 and Appendix C - 1992-1993.

ARTICLE XI

JOINT COMMITTEE

- A. The parties believe that the efficiency of the respective employees' service to the student population of the school, 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 Federation. The committee shall meet every other month during the school academic year, on the date and 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

FEDERATION RIGHTS AND RESPONSIBILITIES

- A. The Board recognizes the rights, duties and responsibilities of the Federation towards all unit employees in protecting their terms and conditions of employment.
- B. The Board agrees to furnish to the Federation, in response to reasonable requests from time to time, all available public information that shall assist the developing of intelligent and accurate programs on behalf of the employees, and public information which may be necessary to process any grievance or complaint.
- C. Whenever any representative of the Federation or any employee is scheduled by both parties to participate during working hours in meetings or conferences, he/she shall 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 Federation shall be permitted to transact official business on school property at all reasonable times, in consultation with and upon notification of 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 or interfere with the normal operation of the school.

- E. Subject to Board of Education policy and the approval of the building principal, the Federation 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 with prior permission by the building principal and the Business Office. Such permission shall not be unreasonably withheld.

- F. The Federation 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 Federation through inter-school mail and school mail boxes shall be simultaneously provided to the building Principal.

- G. 1. If negotiations are scheduled during working hours, no more than three (3) members of the bargaining unit, including no more than one (1) from any one school, shall be released from duty. The Board of Education is not obligated to meet during working hours. The Federation agrees to notify the Assistant Superintendent for Business and Superintendent within twenty-four hours of any scheduled negotiation session of the identity of persons attending

and further agrees to cooperate with the Assistant Superintendent for Business and Superintendent in solving any coverage problems.

2. The Board shall not be liable for the payment of any overtime to members of the union negotiating team due to their involvement in negotiations.

H. All Federation rights contained in this Agreement shall be available exclusively to the Federation as the recognized bargaining representative for the unit herein defined.

ARTICLE XIII

BOARD RIGHTS

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

- A. The right to direct 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

PAST PRACTICE PROVISION

The Board agrees that it will make no changes in existing benefits or past practice related to employee wages, hours and conditions of employment not specifically included in this Agreement without prior negotiations with the Federation.

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, 1990 to June 30, 1993.
- F. 1. The Board will reimburse all employees for unused accumulated sick leave upon retirement from the Board's employment through the Teacher's Pension and Annuity Fund and/or the Public Employee's Retirement System. Employees as defined in Title 18A who retire from the TPAF or PERS shall be entitled to a lump sum payment for reimbursement of unused accumulated sick leave as follows: After July 1, 1990, 50% of unused accumulated sick leave up to a maximum of \$11,000. After July 1, 1991, 50% of unused accumulated sick leave with a minimum number of 50 days up to a maximum of \$12,000. After July 1, 1992, 50% of unused accumulated sick leave with a minimum of 100 days to a maximum of \$15,000.
2. Retirees may elect to receive their lump sum payment for reimbursement of accumulated sick leave up to seven (7) months after their effective date of retirement provided said employee retired at the conclusion of the school year. Employees retiring at any other time other than the conclusion of the school year will receive their lump sum payment at the conclusion of one (1) month after the effective date of their retirement. Employees retiring at other than the conclusion of the school year will have their sick days credit for their last year of employment

adjusted to the percentage of the whole year they are actually employed prior to their effective date of retirement.

3. Employees applying for a deferred retirement will be eligible to receive compensation for unused sick days in accordance with the provisions as described above which are also in effect at the time employment terminates. Payment will be rendered to employee on date he/she is termed eligible to receive pension payments as certified by the Teachers' Pension and Annuity Fund or the Public Employees' Retirement System. It is the responsibility of the employee to provide proof of pension certification to the Board of Education office in order to receive compensation.

- G. Upon the death of an employee, the employee's beneficiary shall receive the amount due to the employee under the sick leave reimbursement clause, provided the employee has worked for twenty (20) years or more in the Perth Amboy School System.

- H. Ten month employees with perfect attendance shall receive a stipend of \$350 for such perfect attendance during the 1990-1991 and 1991-1992 school years and receive \$400 for perfect attendance during the 1992-1993 school year. Twelve month employees with perfect attendance shall receive a stipend of \$420 for such perfect attendance during the 1990-1991 and 1991-

1992 school years, and shall receive a stipend of \$480 during 1992-1993 school year. Perfect attendance shall mean that the employee has taken no sick or personal time during the school year. Death in family days and approved professional days shall not count against perfect attendance.

ARTICLE XVI
REPRESENTATION FEE

- A. The Board of Education agrees to deduct Agency Fees for non-members of the Federation in an amount equal to 85% of the annual membership dues.

- B. The Federation agrees to provide to the Board of Education a copy of its "Demand and Return System" required under law.

- C. The Federation agrees to save the Board of Education harmless and to relieve the Board of Education, and all its officers or agents, from any liability for any transmission of funds from an employee to the Federation in accordance with its obligations under this Article.

IN WITNESS WHEREOF, the parties have hereunto set their hands to the Agreement this day of , 1990.

PERTH AMBOY EDUCATIONAL SECRETARIES' FEDERATION/AFT

PERTH AMBOY BOARD OF EDUCATION

By: *Carole Masconik*
President

By: *[Signature]*
President

ATTEST:

ATTEST:

By: *Norman R. Tankiewicz*

By: *[Signature]*

SECRETARIES SALARY GUIDE 1990-1991

| | <u>CLASS III</u> | <u>CLASS II</u> | <u>CLASS I</u> |
|------------|------------------|-----------------|----------------|
| STEP 1 & 2 | 13,900 | 14,400 | 15,400 |
| STEP 3 | 14,270 | 14,770 | 15,770 |
| STEP 4 | 14,920 | 15,420 | 16,420 |
| STEP 5 | 15,542 | 16,042 | 17,042 |
| STEP 6 | 16,214 | 16,714 | 17,714 |
| STEP 7 | 16,836 | 17,336 | 18,436 |
| STEP 8 | 17,509 | 18,009 | 19,109 |
| STEP 9 | 18,181 | 18,949 | 20,004 |
| STEP 10 | 22,694 | 23,718 | 25,158 |
| MAXIMUM | 25,219 | 26,243 | 27,683 |
| 15 YEARS | 25,544 | 26,568 | 28,008 |
| 20 YEARS | 25,894 | 26,918 | 28,358 |
| 25 YEARS | 26,219 | 27,243 | 28,683 |
| 35 YEARS | 27,419 | 28,443 | 29,883 |

* 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.

*** Payroll/Class I Secretary to be paid an additional \$800.00.

**** 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, with approval by the Board.

***** All secretaries who worked or continue to work at the Adult School will receive year-to-year credit for such work on the salary guide.

SECRETARIES SALARY GUIDE 1991-1992

| | <u>CLASS III</u> | <u>CLASS II</u> | <u>CLASS I</u> |
|----------|------------------|-----------------|----------------|
| STEP 1 | 14,200 | 14,700 | 15,700 |
| STEP 2 | 14,500 | 15,000 | 16,000 |
| STEP 3 | 14,720 | 15,220 | 16,220 |
| STEP 4 | 15,420 | 15,920 | 16,920 |
| STEP 5 | 16,092 | 16,592 | 17,592 |
| STEP 6 | 16,864 | 17,364 | 18,364 |
| STEP 7 | 17,536 | 18,036 | 19,136 |
| STEP 8 | 18,309 | 18,809 | 19,909 |
| STEP 9 | 19,081 | 19,848 | 20,904 |
| STEP 10 | 23,694 | 24,718 | 26,158 |
| MAXIMUM | 26,394 | 27,418 | 28,858 |
| 15 YEARS | 26,719 | 27,743 | 29,183 |
| 20 YEARS | 27,069 | 28,093 | 29,533 |
| 25 YEARS | 27,394 | 28,418 | 29,858 |
| 35 YEARS | 28,694 | 29,718 | 31,158 |

* 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.

*** Payroll/Class I Secretary to be paid an additional \$875.00.

**** 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, with approval by the Board.

***** All secretaries who worked or continue to work at the Adult School will receive year-to-year credit for such work on the salary guide.

SECRETARIES SALARY GUIDE 1992-1993

| | <u>CLASS III</u> | <u>CLASS II</u> | <u>CLASS I</u> |
|----------|------------------|-----------------|----------------|
| STEP 1 | 14,700 | 15,200 | 16,200 |
| STEP 2 | 15,000 | 15,500 | 16,500 |
| STEP 3 | 15,370 | 15,870 | 16,920 |
| STEP 4 | 16,120 | 16,620 | 17,670 |
| STEP 5 | 16,842 | 17,342 | 18,442 |
| STEP 6 | 17,714 | 18,214 | 19,264 |
| STEP 7 | 18,436 | 18,936 | 20,586 |
| STEP 8 | 19,359 | 19,859 | 21,159 |
| STEP 9 | 20,331 | 21,099 | 22,329 |
| STEP 10 | 25,119 | 26,143 | 27,708 |
| MAXIMUM | 27,944 | 28,968 | 31,058 |
| 15 YEARS | 28,294 | 29,318 | 31,408 |
| 20 YEARS | 28,719 | 29,743 | 31,833 |
| 25 YEARS | 29,144 | 30,168 | 32,258 |
| 35 YEARS | 30,344 | 31,368 | 33,458 |

* 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.

*** Payroll/Class I Secretary to be paid an additional \$950.00.

**** 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, with approval by the Board.

***** All secretaries who worked or continue to work at the Adult School will receive year-to-year credit for such work on the salary guide.