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AGREEMENT

between

BOARD OF EDUCATION

and

PERTH AMBOY EDUCATIONAL SECRETARIES' ASSOCIATION

For the school years 1975-1977

Middlesex County

DATED: JULY 1, 1975

PREAMBLE

This Agreement entered into this 1st day of July, 1975 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

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

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee of the Perth Amboy Board of Education that there has been to him a personal loss, injury, or inconvenience 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 prescribed by law or (2) any rule or regulation of the State Commissioner of Education or (3) any rule or regulation of the Public Employees' Retirement System or (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 initiated in writing by the aggrieved employee within 21 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 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 21 calendar-day period above specified, specifying:

(a) Nature of grievance
(b) Nature of extent of injury, loss or inconvenience
(c) Results of previous discussions
(d) His dissatisfaction with decisions previously rendered

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

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 Secretary/School Business Administrator 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 Secretary/School Business Administrator 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 Secretary/School Business Administrator 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 School Business Administrator. The decision by the Superintendent or School Business Administrator shall be communicated in writing to the employee and the principal or supervisor.

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 Secretary/School Business Administrator'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 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 in writing within thirty (30) calendar days of receipt of the said request from the Board Secretary.

ARTICLE IV

EMPLOYEES' RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, as amended and supplemented by Chapter 123 of the Laws of 1974, 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 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. 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. Normal summer work hours will be six 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 for 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.

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 absences 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 three (3) non-accumulative personal leave days 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 nor immediately prior to or after any scheduled vacation period or school holiday.

(c) Such leave days will be used for personal business normally unable to be completed after normal 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

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 Secretary/School Business Administrator.

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 - 1975-76 and Appendix B - 1976-77.

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. 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 10-month secretaries when conditions warrant the employment of a secretary for 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, 1975 to June 30, 1977.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement this 23rd day of July, 1975.

PERTH AMBOY EDUCATIONAL SECRETARIES' ASSOCIATION

By Lenore Duschock
President

By Claire Tauber
Vice-President

PERTH AMBOY BOARD OF EDUCATION

By Anne S. Bierman
President

By [illegible]
Secretary

APPENDIX A

SALARY GUIDE 1975-76

	Class III	Class II	Class I	Class I - Supt's Office
1	6,350	6,675	7,100	7,300
2	6,731	7,109	7,612	7,812
3	7,112	7,543	8,124	8,324
4	7,493	7,977	8,636	8,836
5	7,874	8,411	9,148	9,348
6	8,255	8,845	9,660	9,860
7	8,636	9,279	10,172	10,372
8	9,017	9,713	10,684	10,884
9	9,400	10,150	11,200	11,400
20*	9,500	10,250	11,300	11,500
25*	9,700	10,450	11,500	11,700

* 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 9 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.

APPENDIX B

SALARY GUIDE 1976-77

	Class III	Class II	Class I	Class I - Supt's Office
1	6,700	7,050	7,500	7,700
2	7,109	7,516	8,050	8,250
3	7,518	7,982	8,600	8,800
4	7,927	8,448	9,150	9,350
5	8,336	8,914	9,700	9,900
6	8,745	9,380	10,250	10,450
7	9,154	9,846	10,800	11,000
8	9,563	10,312	11,350	11,550
9	9,975	10,775	11,900	12,100
15*	10,075	10,875	12,000	12,200
20*	10,175	10,975	12,100	12,300
25*	10,375	11,175	12,300	12,500

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

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