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THIS DOES NOT  
CIRCULATE

AGREEMENT  
BETWEEN THE  
PHILLIPSBURG BOARD OF EDUCATION  
AND THE  
PHILLIPSBURG EDUCATION SECRETARIAL ASSOCIATION  
July 1, 1979 - June 30, 1981

LIBRARY  
Institute of Management and  
Labor Relations

JUL 24 1980

RUTGERS UNIVERSITY

Warren County

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PREAMBLE

This Agreement entered into this            day of 1979, by and between the Phillipsburg Board of Education, Phillipsburg, New Jersey, hereinafter called the "Board" and the Phillipsburg Educational Secretarial Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all secretarial and clerical personnel, under contract, but excluding Secretary to the Superintendent of Schools; Secretary to the Business Manager, and the Assistant Board Secretary.
  
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to the personnel represented by the Association in the negotiating unit as above defined, and reference by pronoun to female employees shall have the same effect as if referring to male employees where the text herein so requires.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. Not later than            , the Board agrees to enter into negotiations with the Association over a successor agreement. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement negotiated shall apply to all members of the negotiating unit, shall be reduced to writing, ratified by the Association and the Board and signed by both parties.
  
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.

- C. Proposed terms and conditions of employment shall be negotiated with the majority representative before they are established.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

1. A "grievance" shall mean a claim in writing by an employee or group of employees that there has been to her or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement or of written Board policy affecting terms and conditions of employment or of an administrative decision affecting her or them.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence; otherwise the same shall be deemed to have been abandoned. The term grievance shall not include the following:

- (a) Matters which according to law are beyond the scope of Board authority or which, by law, are limited to unilateral action by the Board alone.
- (b) The failure or refusal of the Board to renew a contract of a non-tenure employee.
- (c) A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

2. A "Party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall...Permit the agrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any party may be represented at all stages of the grievance procedure by herself and/or a representative.

C. Level One:

Any employee who has a grievance shall discuss it first with her immediate superior in an attempt to resolve the matter informally at that level.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, she shall set forth within said five (5) working day period her grievance in writing to her immediate superior on the grievance forms provided in the administration manual. The immediate superior shall communicate his decision to the employee in writing with reasons within five (5) working days of receipt of the written grievance.

Level Three:

The employee shall, no later than five (5) working days

after receipt of the immediate superior's decision (if same is not satisfactory) appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with carbon copy to the immediate superior setting forth the matter submitted to the immediate superior as specified above and the reasons for her dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and immediate superior.

Level Four:

If the grievance is not resolved to the employee's satisfaction, she, no later than five (5) working days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties through the Superintendent of Schools of its determination.

Level Five:

(a) In the event any party is dissatisfied with the disposition of the grievance at Level Four and wishes review by a third party and the claim pertains exclusively to misinterpretation, misapplication or a violation of any of the provisions of this Agreement, she shall within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to arbitration. Such request shall be accompanied by the written recommendation for such action by the Association.

(b) Within ten (10) working days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

(c) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he in any case have power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement, including any decision which may be under discretionary provisions of this Agreement.

D. Costs:

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

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined or have her compensation reduced without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall, at the option of the employee be subject to the grievance procedure herein set forth.

- B. Whenever any employee is required to appear before the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her own choosing present to advise her and represent her during such meeting or interview.

#### ARTICLE V

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives may apply to use a school building at all reasonable hours for meetings pursuant to Board policy. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- B. The Association shall have the right to reasonable use of the inter-school mail facilities with the prior approval of the building principal or his designee.
- C. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings shall suffer no loss of pay.

#### ARTICLE VI

#### WORK YEAR

A. Twelve Month Employees:

The work year of twelve (12) month employees shall begin on July 1 and end on June 30.

B. Ten Month Employees:

Ten (10) month employees shall work a total of one hundred ninety-five (195) days as follows:

1. 185 days specified as school days on the school calendar.



2. An additional ten (10) days to be scheduled by the principal or immediate superior, within the period immediately before the first day of school on the school calendar and/or immediately after the last school day on the school calendar.

## ARTICLE VII

### HOLIDAYS

- A. Twelve (12) month employees shall receive the following paid holidays:

Independence Day	New Year's Eve
Labor Day	New Year's Day
**N.J.E.A. Convention (Thur. & Fri.)	*George Washington's Birthday (Fri. or Mon.)
Thanksgiving (2 days)	Good Friday
Christmas Eve	Easter Monday
Christmas Day	Memorial Day

## ARTICLE VIII

### VACATIONS

- A. Twelve (12) month employees shall be entitled to the following annual vacations after working the periods specified:
  1. During the first year of employment one (1) working day of vacation shall be earned for each full month of service in such school year, up to a maximum of twelve (12) working days.
  2. For the first full school year of service and thereafter the ninth full school year of service the annual vacation shall be twelve (12) working days.

\*By previous arrangement with immediate superior secretary reports to.

\*\*Secretaries may elect with approval of their immediate supervisor, to elect holidays in lieu of these two days.

3. For the tenth full school year of service and thereafter the annual vacation shall be fifteen (15) working days.

4. Not more than five (5) vacation days may be carried over to the following year.

#### ARTICLE IX

##### DAILY WORKING HOURS

- A. The work day of twelve (12) month employees shall consist of seven (7) working hours, and the work day of ten (10) month employees shall consist of six (6) working hours.
- B. Except for unforeseen circumstance the employee's lunch period shall be duty free.
- C. If an early school dismissal or cancellation is necessary due to inclement weather, secretaries shall be released at the discretion of the Superintendent of Schools.

#### ARTICLE X

##### SALARY AND EMPLOYMENT STATUS

A. Resignation:

An employee who wishes to resign from her position shall give two (2) weeks' written notice to the Board. If proper notice has been given such employee shall be paid for vacation earned in the school year of resignation according to the ratio that the number of full months worked in such school year bears to the number of months in the contract year.

B. Notification of Contract and Salary:

No later than June 15, employees shall be notified of their employment status for the following year and, if then known, of their salary status for the following year. Non-tenure employees shall notify the Superintendent of their acceptance of the position no later than five (5) days after receipt of such notice.

- C. Increases on all guides shall be based on meritorious service. Favorable reports by the Superintendent and those charged

with supervisory responsibility, and approval by the Board are a prerequisite to the granting of all increments in salary.

## ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### (JOB POSTING)

- A. All vacancies will be posted by the Secretary-Business Manager of the Board of Education within five (5) working days for a period of five (5) additional working days during which any employee who has completed any probationary period in any job may apply for such opening by signing his or her name and current date to the posted notice. The job award shall be posted within five (5) working days after the five (5) day posting period at a place convenient to the Board Secretary's office. It is understood that if there is no work available, the job award will be made to the successful bidder, but the employee will not be transferred to the new job until work is available. Management will advise the Association if there will be a delay in the transfer. In addition to seniority, the employee's ability to perform the posted job and qualifications for performance will be considered in making the award. In instances where ability would be relatively equal, seniority will govern. Ability will be determined by the Board or its duly authorized representatives. In the event of any disagreement, then the matter will be referred to the Superintendent of Schools and his decision shall be final. A successful bidder or employee awarded a job by transfer may not bid on another posted job for a period of six (6) months unless bidding for a higher rated job, in which case he or she may bid after three (3) months. After a job has been awarded to a successful bidder, he or she has to fulfill a probationary period of six (6) months during which time the Board or its authorized representative may re-assign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

## ARTICLE XII

### BOARD RIGHTS

- A. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted to it by law.

### ARTICLE XIII

#### SICK LEAVE

A. Accumulative:

As of July 1, 1973, all ten (10) month employees shall be entitled to ten (10) sick leave days and all twelve (12) month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation:

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

### ARTICLE XIV

#### TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of two days in any contract year:

(1) Required appearance in Court.

(2) Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.

(3) For serious illness in the immediate family (spouse, children, and other members of the same home; father and mother; brothers and sisters; grandmother and grandfather; father-in-law and mother-in-law).

(4) One (1) temporary leave day without specifying the

reason if they deem it to be of a personal nature. If on any one day requests for a temporary leave day of a personal nature exceed two (2) employees, the Superintendent may, in his discretion, deny or postpone requests beyond such number.

All leaves of absence referred to in this section are subject to the following conditions:

(1) At least twenty-four (24) hours notice shall be given by the employee in requesting a personal day through her immediate superior. Lacking such notice the absence will be considered unauthorized and the employee's pay will be deducted at a daily rate of 1/195 of the annual salary for 10 month employees and 1/260 of the annual salary for 12 month employees.

(2) Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for appropriate reasons stipulated well in advance.

(3) The Superintendent of Schools, in the best interests of the school district, is empowered to deny any requests for the above days.

- B. Up to five (5) days may be granted for death in the immediate family (husband, children and other members of the same home; father and mother). The Superintendent may grant up to five (5) days when circumstances warrant.
- C. Extensions to any temporary leaves of absence referred to in Sections A & B as outlined above may be amended at the discretion of the Superintendent of Schools.
- D. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

#### ARTICLE XV

##### EXTENDED LEAVES OF ABSENCE

- A. Other requests for leaves of absence may be granted by the Board of Education upon the recommendations of the Superintendent of Schools.

ARTICLE XVI

INSURANCE PROTECTION

- A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided.
- (1) Hospitalization benefits
  - (2) Surgical benefits
  - (3) Medical benefits
  - (4) Diagnostic benefits
  - (5) Major Medical benefits
- B. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

ARTICLE XVII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction:

1. The Board agrees to deduct from the salaries of its employees dues for the Phillipsburg Educational Secretarial Association, the New Jersey Education Association, the National Education Association, or any one combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such persons as may from time to time be designated by the Phillipsburg Educational Secretarial Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any associations which shall change the rate of its membership dues shall give the board written notice prior to the effective date of such change.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. 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.
- B. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.
- C. This 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 XIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1979, and shall continue in effect until June 30, 1981. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PHILLIPSBURG EDUCATION  
SECRETARIAL ASSOCIATION

PHILLIPSBURG BOARD OF EDUCATION

BY Nancy Cahill  
President 7/23/79

BY Robert L. Hitt  
President 7/23/79

BY Linda Sianoff  
Secretary

BY Thomas E. Wilson  
Secretary 7/23/79



ANNEX A

REDUCTION OF PERSONNEL

- A. During the term of this contract, reduction of personnel shall be in conformity with this Agreement with the statutes of the state.
- B. If reduction of personnel is being considered, the Board shall notify the Association as soon as possible.
- C. During said layoffs; such employees seniority shall remain unbroken despite such layoffs and the accumulated sick leave shall not be cancelled, but shall remain credited to him pending his return to assignment in this district.
- D. The fact that an employee is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years service.
- E. Reduction of personnel or employees who are represented by the bargaining unit will be made according to the following:
  - (1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
  - (2) A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel.
  - (3) Probationary personnel or employees will be laid off first and if an employee has acquired tenure whose position has been curtailed is able to perform the services of the probationary employee.
  - (4) In the event employees must be laid off, lay off will be on the basis of seniority and ability except as provided for in (3) above.
  - (5) In the event of a layoff with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.

- (6) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of the transfers and re-assignment article of this agreement.

F. Recall:

Employees will be recalled in the inverse order of layoff for position openings for which they are competent and qualified in accordance with the following:

- (1) If a position exists within the district for which the employee is competent pursuant to this agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, he shall have sixty (60) days from being notified of a position in which to return to the district.
  - (2) All employees on layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employees shall notify the Superintendent by certified mail by April 15 of his intent to return to the school district or his layoff position shall be terminated.
  - (3) No new employees shall be hired until all competent, tenured employees on layoff, in accordance with this Article, have been offered an opportunity in writing to return to active employment.
- G. The recall list shall be maintained by the personnel office. It shall be the employee's responsibility to maintain a current address with the personnel office. Said employee waives his layoff position with the Board, if he cannot be contacted by the district upon the opening of a position for which he is qualified.
- H. The above provisions shall apply to tenured personnel only.

LEVEL I

<u>STEP</u>	<u>1979-1980*</u>	<u>1980 - 1981**</u>
0	\$5,958.	\$6,280.
1	6,158.	6,480.
2	6,358.	6,680.
3	6,558.	6,880.
4	6,758.	7,080.
5	6,958.	7,280.
6	7,158.	7,480.
7	7,358.	7,680.
8	7,558.	7,880.
9	7,758.	8,080.
10	7,958.	8,280.
11	8,158.	8,480.
12	8,358.	8,680.
13	8,758.	8,880.
14		9,280

1. Any salary alterations caused by the formation of the new salary guide shall be considered part of the 1979-80 7.25% increase.

\*1979-80 pay increase 7.25% above 1978-79 base for all secretarial employees (23 employees).

\*\*1980-81 pay increase 6.75% above 1979-80 base for all secretarial employees based upon number of employees in 1978-79 (23 employees).

LEVEL II

<u>STEP</u>	<u>1979 - 1980</u>	<u>1980 - 1981</u>
0	\$6,458.	\$6,780.
1	6,658.	6,980.
2	6,858.	7,180.
3	7,058.	7,380.
4	7,258.	7,580.
5	7,458.	7,780.
6	7,658.	7,980.
7	7,858.	8,180.
8	8,058.	8,380.
9	8,258.	8,580.
10	8,458.	8,780.
11	8,658.	8,980.
12	8,858.	9,180.
13	9,258.	9,380.
14		9,780.

LEVEL III

<u>STEP</u>	<u>1979 - 1980</u>	<u>1980 - 1981</u>
0	\$6,658.	\$6,980.
1	6,858.	7,180.
2	7,058.	7,380.
3	7,258.	7,580.
4	7,458.	7,780.
5	7,658.	7,980.
6	7,858.	8,180.
7	8,058.	8,380.
8	8,258.	8,580.
9	8,458.	8,780.
10	8,658.	8,980.
11	8,858.	9,180.
12	9,058.	9,380.
13	9,458.	9,580.
14		9,980.

LEVEL IV

<u>STEP</u>	<u>1979 - 1980</u>	<u>1980 - 1981</u>
0	\$6,858.	\$7,180.
1	7,058.	7,380.
2	7,258.	7,580.
3	7,458.	7,780.
4	7,658.	7,980.
5	7,858.	8,180.
6	8,058.	8,380.
7	8,258.	8,580.
8	8,458.	8,780.
9	8,658.	8,980.
10	8,858.	9,180.
11	9,058.	9,380.
12	9,258.	9,580.
13	9,658.	9,780.
14		10,180.

PHILLIPSBURG EDUCATIONAL SECRETARIAL ASSOCIATION

LEVEL I

Library Clerk, Attendance Clerk, High School Main Office Clerk, Student Center Clerk, ESEA Clerk, High School Student Office Clerk, Xerox Operator.

LEVEL II

Elementary Principals Secretary, Vice Principals' Secretary, Job Placement Secretary, Guidance Secretary, IBM Operator, Records Secretary, Switchboard Operator.

LEVEL III

Middle and High School Principals' Secretary, Payroll Records Secretary, Child Study Team Secretary.

LEVEL IV

Executive Secretary, Special Services Secretary, Data Processing Secretary.