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Agreement between

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

AND

PENNSVILLE EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1984 - June 30, 1987

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ARTICLE I
RECOGNITION

- A. The Pennsville Board of Education agrees to and hereby does recognize the Pennsville Educational Secretaries Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in matters relating to terms and conditions of employment on behalf of all secretaries, and any other office service personnel employed or to be employed by the Board.
- B. The term "PESA" unless otherwise stated shall be understood to mean all employees in the negotiating unit defined in paragraph "A" above.

ARTICLE II
RIGHTS OF THE PARTIES

- A. The PESA and its representatives may be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Application for use of facilities shall be filed according to Board of Education policy.
- B. The PESA shall have the right to use school equipment on premises at reasonable times when such equipment is not otherwise in use. The PESA shall pay for the reasonable cost of all materials and supplies incident to such use.
- C. The PESA shall have the right to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board.
- D. The PESA shall have the right to use the inter-school mail facilities and school mail boxes for PESA business.
- E. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

1. A grievance shall mean a complaint by a member of the negotiating unit that there has been to her a personal loss, injury, or inconvenience resulting from a violation, misinterpretation, or inequitable application of any of the provision of this Agreement, Board policies, or administrative decisions affecting her.
2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of his own choosing.
2. When an employee is not represented by the PESA in the processing of a grievance, the PESA shall at the time of submission of the written grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant 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 a waiver of further appeal of the decision).
b. It is understood that any employee grievant 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 duly determined.
2. (Level One) Any employee grievant who has a grievance shall discuss it first with her principal (or other immediate superior, if applicable) in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

3. (Level Two) The employee grievant, no later than five (5) school days after receipt of the decision of her principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss, or inconvenience
 - (c) the results of the previous discussions
 - (d) her dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the PESA and to the principal or other immediate superior.
4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be within fifteen (15) days after receipt of the appeal notice.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and PESA, the employee grievant or the PESA may request the appointment of an arbitrator, such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievance concerning:
 - (a) any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
 - (b) a complaint of a non-tenure employee which arises by reason of her not being re-employed; or
 - (c) a complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or not required; or
 - (d) any matter which according to the law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, her representative and the Association waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the factfinder's recommendation.

7. The following procedure shall be used to secure the services of an arbitrator:
 - (a) either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the matter at issue.
 - (b) if the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
 - (c) if the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on both parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- D. The organization shall establish a liaison committee. The purpose of the committee shall be to discuss and implement suggestions for improving services and for eliminating possible cause of employee grievances. The committee shall consist of three (3) members of the Association and the Superintendent of Schools.

Committee meetings may be requested by representatives of either party and shall be held on a date and at a time to be mutually determined by members of the committee.

ARTICLE IV

SALARIES AND HOURS OF WORK

- A. The salaries of all PESA members covered by this agreement shall be as set forth in Schedule "A" for 1984-85, 1985-86, 1986-87.

The salary for a ten (10) month employee will be figured at 10/12's of the proper place on the salary scale. Four (4) hour employees shall be figured at 4/7.75 x 10/12's of the proper place on the salary scale.

All unit employees shall advance one (1) step on the salary scale every year until they reach maximum.

- B. One (1) secretarial classification shall be made a part of this Agreement.
- C. The regular work day shall be seven (7) hours and forty-five (45) minutes. Starting and ending times for each school will be set annually by the Pennsville Board of Education.

All unit members shall have a one-half (1/2) hour paid lunch period daily, such lunch period to be extended by fifteen (15) minutes on pay day for banking purposes.

- D. While the Board of Education retains the right to determine the opening and closing dates for the school year, the Board agrees that members of this unit shall commence summer hours the day after school is closed to pupils. Summer hours shall continue through the day prior to the day pupils return to school. During this time period, the regular work day shall be from 8:00 a.m. to 4:00 p.m.
- E. Ten (10) month employees may take advantage of the twelve(12) month payment plan.

F. Overtime:

1. ~~Overtime will be paid to the employees in the negotiating unit who work in excess of eight (8) hours in a given day, either as time and one-half pay or as compensatory time off figured at time and one-half.~~
2. Overtime will be paid to employees in the negotiating unit who work in excess of forty (40) hours in a given week as time and one-half or as compensatory time off figured at time and one-half.
3. Overtime work will be permitted only when an employee is specifically requested by the administrative superior to work beyond the regular work day.
4. Use of accrued compensatory time shall be only with the approval of the employee's administrative superior upon request of the employee.
5. Employees are limited to a maximum of five (5) days of accrued compensatory time in any contract period. Compensatory time not used by an employee during the contract period shall be considered waived by the employee and she shall

make no further claim on the Board for such waived time as either compensatory time off or payment at the overtime rate.

6. Each employee must decide by the last working day of each month whether earned overtime credit for that month shall be counted either as compensatory time or paid at the time and one-half rate. This decision shall be reported to the employee's administrative superior and made a part of the monthly payroll report.
7. In any week in which an employee is absent, the employee shall be paid one and one-half time or receive compensatory time credit only for those hours actually worked in excess of forty (40) hours worked for that week.

ARTICLE V

VACATION AND WORK SCHEDULE

- A. Due to the variation in calendar from year to year, the following are the holidays which will be NO WORK days for the PESA:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	Lincoln's Birthday
Veterans' Day	Washington's Birthday
N.J.E.A. Convention (2 days)	Good Friday
Thanksgiving Recess (2 days)	Easter Monday
Christmas Recess (6 days)	Memorial Day

All other days between July 1 and June 30, except Saturday and Sunday, are considered work days.

- B. The holidays shall be observed as such insofar as possible with time off for all employees for observance. In case the administration finds it necessary for an employee to work on such holiday, her time shall be computed at twice her regular rate of pay for those hours worked on the holiday.
- C. When any of the foregoing holidays fall on Saturday or Sunday, the preceding Friday or the following Monday shall be observed as the holiday, except in schools where summer school secretaries are needed.
- D. An employee is expected to work at regular pay on any other local or religious holiday falling within her regular work schedule. In case of an excused absence for personal observance of such a day, a deduction in the employee's pay at regular rate will be made for such absence.
- E. ~~If schools are required to be open for all personnel and students on a day set forth in Board policy or in this Agreement as a paid holiday (no work), employees covered by this Agreement will report to work on such day and will receive a compensatory day off at a later date during the period of this Agreement.~~

- F. Whenever school is closed for students, members of the PESA bargaining unit will report to work from 9:00 a.m. to 3:00 p.m. except for summer vacation and in-service training days.
- G. The day before Thanksgiving, Christmas and Easter recess will be a six (6) hour working day.
- H. Ten (10) month employees are entitled to such holidays as are included in the contract which fall in their term of employment.
- I. Vacations:

- 1. Annual vacations based on seniority shall be taken within the contract period at the discretion of the Superintendent of Schools. Members of the unit may bank a maximum of four (4) weeks accrued vacation time.
- 2. An employee who dies before her contract period is completed will receive full recognition of her vacation rights. Vacation allowance to be forwarded in the form of cash payment to the estate within 120 days of death.

If an employee retires on or after her anniversary date of employment during the contract period she will be entitled to the regular vacation she would have received under Section 3 below, had she worked the full contract period. Such vacation rights, unless decided otherwise by the retiree, shall be an extension of employment beyond the effective date of official retirement.

- 3. Vacation schedule for all regular twelve (12) month employees will be:

<u>Years of service</u>	<u>Vacation</u>
1 - 5 years	2 weeks
6 - 10 years	3 weeks
11 - 20 years	4 weeks
21 - 30 years	5 weeks
31 and over	6 weeks

Employees hired prior to July 1, 1984 shall be entitled to take one week of vacation after completing six (6) months of service in the district. ~~Employees hired July 1, 1984 or thereafter shall not be entitled to any vacation until after such employee has completed one (1) year of service in the district.~~

In calculating years of service for vacation benefits, only time employed in a 12 month position shall be credited to the employee. If employee serves in a 12 month position, then a 10 month position and returns to a 12 month position, such employee shall for the calculation of vacation benefits, be considered as a new employee upon her return to the 12 month position, except this rule shall not apply in the case of an involuntary transfer from a 12 month to a 10 month position and involuntary transfer back to a 12 month position. In such case, the years of service accrued in the 12 month position shall continue to stand to the credit of the employee if the transfer back to a 12 month position occurs within five (5) years of the involuntary transfer from the original 12 month position to a 10 month position.

4. Present employees will continue to receive the vacation rights they have built up until they reach the number of years service needed to conform to this policy.
5. Whenever a legal holiday falls with the scheduled vacation period, the employee will receive one (1) extra day of paid vacation.

ARTICLE VI

JOB IMPROVEMENT

- A. The Board and the PESA recognize the value of further training and the Board, upon request in writing, may pay expenses for attending workshops, adult school courses, and seminars, if mandatory, and requested in writing. All expenses for required training courses shall be paid by the Board.
- B. One (1) day shall be granted for In-Service training.

ARTICLE VII

WORKING CONDITIONS

A. Personal Business Absence:

1. All employees covered by this Agreement shall have available two (2) days absence yearly, with pay, to take care of any emergencies which may arise.
2. The employee will present the request, in writing, to the Superintendent of Schools.
3. Personal business leave will not be granted for a work day immediately preceding or following a holiday or vacation period, except with the express approval of the Superintendent of Schools.
 - (a) only 20% of the unit members (no more than two (2) in any one (1) office) may be off on personal business leave on any one (1) day.
4. Request for personal business leave must be submitted seventy-two (72) hours before personal business leave is to be effective. The Superintendent of Schools may approve emergency requests as they arise.
5. Any unused personal business days shall be added to the employee's sick leave.
6. Ten (10) month employees are entitled to personal business absence as stated above.

B. Sick Leave:

1. All employees covered by this Agreement shall be allowed personal sick leave with pay.

Twelve (12) month employees - 15 days (1½ days per month)
Ten (10) month employees - 12½ days (1½ days per month)

2. Any unused sick leave days shall accumulate without limit from year to year.
 3. Sick leave days accumulated under the previous policy shall remain valid under this new policy which is in accordance with Chapter 188, Laws of 1954, of New Jersey.
 4. In case of sickness in the immediate family of an employee, and upon request of the employee to the Superintendent of Schools, sick leave may be granted to cover the employee's absence because of such illness.
- C. Heat shall be provided in all offices when PESA members are required to work and school is closed.
- D. PESA members shall not work when school is closed to faculty unless the Superintendent shall determine that such specific members shall work in order to meet deadlines. The employee required to work shall receive compensation time for that particular day or portion worked.
- E. All employees covered by this Agreement, in the event of death in the immediate family, shall be granted allowance with pay for attending the death bed or funeral as herinafter stated:
1. An allowance of up to five (5) calendar days shall be granted in case of death of any of the following:
 - (a) employee's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing as a member of the household of the employee.
 - (b) brothers and sisters of the employee and the parents of the employee's spouse.
 - (c) legally adopted members of the family and step-relationships as outlined in (a) or (b).If five (5) calendar days are not used, the Superintendent may grant the remaining days for unusual circumstances.
 2. An allowance of one (1) day shall be granted to attend the funeral of any of the following:
 - (a) uncles, aunts, grandparents, and grandchildren of the employee.
 - (b) brothers-in-law and sisters-in-law of the employee.
 3. An additional day for travel to attend a funeral in excess of 300 miles. Proof of attendance required.

F. Jury Duty:

All employees covered by this Agreement who are called on jury duty shall be paid for the time thus lost from regular school duties and the difference between their regular pay and their jury pay.

G. Leave of Absence:

1. A request for a leave of absence submitted by an employee after May 1 for the succeeding school year will not be approved except in an extreme emergency.
2. Leave of absence may be granted only to employees who have successfully completed three (3) consecutive calendar years of service in the District, and upon recommendation of the Superintendent of Schools.

H. Responsibilities:

The responsibilities normally delegated to a nurse shall not be considered the responsibility of a secretary.

I. Vacancies and Transfers:

1. All vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized within the school district by the Business Administrator as soon as possible.
2. All present employees applying for these vacancies shall be given consideration. When two (2) qualified secretaries request the same position, seniority shall be considered.

J. Insurance Protection:

1. The Board of Education shall provide health care insurance protection by New Jersey State Health Benefits Plan.
2. The Board shall pay the full premium for the employee and family coverage under the State Health Benefits Plan for each employee of the Unit.
3. Prescription Drug Insurance Plan:

The Board shall provide a prescription drug insurance plan, without contraceptives, \$2.00 co-pay variety. The Board liability for such insurance shall not exceed \$175.00 per employee for the 1984-85 school year; \$190.00 per employee for the 1985-86 school year and \$200.00 per employee for the 1986-87 school year. The employee cost will be calculated on a district wide basis, but if the total cost exceeds the Board's liability, the difference will be prorated among those members enrolled in the family plan.

4. Dental Insurance Coverage:

The Board will provide individual coverage dental insurance plan for the full family with a limit of \$500.00 per participating member.

5. Optical Expense Reimbursement:

Commencing with the 1986-87 school year, the Board will reimburse each employee for costs incurred for optical care for the employee only. In order to obtain reimbursement, the employee shall submit receipted bills to the Board no later than June 30, 1987. The Board will then reimburse the employee no later than July 31, 1987. Board liability, however, shall not exceed \$100.00 per employee for optical expenses.

K. Evaluation Reports:

An employee who has less than three (3) year's experience will be evaluated every three (3) months (September, December, March, June). Employees with more than three (3) year's experience will be evaluated every six (6) months (September, March). The person making the evaluation will have a conference with the employee immediately after the report is completed and the employee shall sign the copies of the evaluation report for the principal and the superintendent.

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of surveillance devices shall be strictly prohibited.

L. Retirement:

Any unit member who has been employed by the Pennsville Board of Education for twelve (12) or more consecutive years shall be eligible for a special retirement allowance.

1. Notice of retirement, in writing, must be submitted to the Board of Education by April 1 of the school year in which the employee intends to retire. Failure to notify the Board by April 1 shall be deemed a waiver of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis.
2. The employee shall receive one (1) day's salary for each five (5) days of accumulated unused sick leave existing on the final day of employment.
3. The daily salary shall be computed as 1/240 of the final salary of the employee retiring.
4. The retirement allowance shall be paid in one (1) of the following plans, if the employee has provided Notice of Retirement prior to December 15 of the school year in which the employee intends to retire:

Plan I

Lump sum on July 15 of the next budget year following retirement.

Plan II

1. One half (1/2) of retirement allowance on July 15 of the next budget year following retirement.
2. One half (1/2) of retirement allowance on January 15 of the next calendar year following retirement.

*School year
1987 -*

Plan III

1. One third (1/3) of retirement allowance on July 15 of the next budget year following retirement.
2. One third (1/3) of retirement allowance on January 15 of the next calendar year following retirement.
3. One third (1/3) of retirement allowance on January 15 of the second calendar year following retirement.
5. If Notice of Retirement is tendered on or after December 15, but prior to April 1 of the school year in which the employee intends to retire, the retirement allowance shall be paid in one (1) lump sum on July 15 of the second fiscal year following the employee's retirement.
6. The Unit member will make the decision, in writing, as to which plan of payment is desired at least one (1) month prior to the last working day before retirement.
7. The retirement allowance shall not be considered part of the Unit member's regular salary for pension computation purposes.
8. If the Unit member dies before full payment is made, the balance of the retirement allowance shall be paid to his/her estate.
9. Upon the death of an employee with a minimum of fifteen (15) years of service, employee's estate is to receive one (1) day's salary for each five (5) days' accumulated sick leave, to be paid within 120 days.

ARTICLE VIII

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- A. No later than October 1 of the school year in which this contract expires the Board agrees to enter into negotiations with the Association over successor Agreement. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- B. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- C. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable, performed, or enforced. In such event, all other provisions of this Agreement shall continue in effect.
- D. This contract shall be typewritten and reproduced, with the cost thereof to be divided equally between the Board and the PESA.

ARTICLE IX

DURATION

- A. The provisions of this Agreement shall be effective as of July 1, 1984 and shall remain in full force and effect until June 30, 1987.
- B. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries and their corporate seals to be place hereon.

PENNSVILLE EDUCATIONAL
SECRETARIES ASSOCIATION

PENNSVILLE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

President

President

Secretary

Secretary

Date

Date

SCHEDULE "A"

SECRETARIAL SALARY SCHEDULE

- A. The salary schedule appearing below is adopted by the Board of Education, applicable to full-time secretaries as a guide to the Board of Education, and without contractual status between employee and the Board of Education.
- B. An employee covered by this salary schedule will advance one step on the salary scale every year until they reach maximum.
- C. All employees covered by this salary schedule shall be on duty twelve (12) months per year unless otherwise scheduled.
- D. All Pennsville Educational Secretaries Association members shall receive a service increment of \$300 beginning the 16th year of experience; \$300 beginning the 21st year of experience; \$300 beginning the 26th year of experience and \$300 beginning the 31st year of experience.
- E. Each individual covered by this salary schedule shall be given full credit for the number of years of business experience up to a maximum of five (5) years, when properly verified and attested to by the Superintendent of Schools.
- F. The 1984-85 salary schedule shall become effective July 1, 1984.
The 1985-86 salary schedule shall become effective July 1, 1985.
The 1986-87 salary schedule shall become effective July 1, 1986.

All employees covered by this Agreement shall be placed on the appropriate step of the salary schedule upon implementation of this Agreement.

<u>Step</u>	<u>1984-85</u>	<u>1985-86</u>	<u>1986-87</u>
1	11,753	12,920	13,772
2	11,983	13,150	14,002
3	12,311	13,478	14,330
4	12,640	13,807	14,659
5	12,978	14,145	14,997
6	13,416	14,583	15,435
7	13,854	15,021	15,873
8	14,392	15,559	16,411
9	14,939	16,106	16,958
10	15,487	16,654	17,506
11	16,144	17,311	18,163
12	16,917	18,069	18,936
13	17,690	19,030	19,992
14	18,462	19,907	21,385