

THIS DOES NOT
CIRCULATE

AGREEMENT

between

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

and

PENNSVILLE EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1976 to June 30, 1979

Salem County

LIBRARY
Management and
Relations

OCT 06 1978

RODGERS UNIVERSITY

ARTICLE I

RECOGNITION

- A. The Board agrees to and hereby does recognize the 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 shall have the right 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 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 may grant a reasonable leave with pay to the president of the Association, or his designated representatives, as requested during his term of office.
- F. 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 him a personal loss, injury or inconvenience resulting from a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting him.
 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

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, his 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 fact-finder'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.

10. 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 1976-1977.

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

- B. The secretarial classifications set forth in Schedule "C", which is attached hereto, shall be made a part of this agreement.

- C. The regular work day shall be 7:45 a.m. to 3:30 p.m. for all secretaries with the following exceptions: one secretary in the high school office whose hours will be 7:30 a.m. to 3:15 p.m.; The Business Office Secretaries and the Secretary to the Superintendent whose hours will be 8:00 a.m. to 3:45 p.m. All employees shall have a one-half hour paid lunch period daily, such lunch period to be extended by 15 minutes on pay day for banking purposes.

The secretary to the Director of Food Services shall work 4 hours per day.

- D. From the day after school closing to the last working day in August, the regular work day shall be 8 a.m. to 3 p.m.

- E. Ten month employees may take advantage of the 12-month payment plan.

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, either 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 her 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.

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

Years of Service:	6 months - 1 year	Vacation:	1 week
	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

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 within the scheduled vacation period, the employee will receive one 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.
3. Two (2) half days shall be granted for In-Service Training.

ARTICLE VII

WORKING CONDITIONS

1. Personal Business absence.
 1. All employees covered by this agreement shall have available two 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 2 in any one office) may be off on personal business leave on any one day.
 4. Request for personal business leave must be submitted 48 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 month employees are entitled to personal business absence as stated above.
2. Sick Leave
 1. All employees covered by this agreement shall be allowed personal sick leave with pay for one day per month of the yearly contract period. (Example: Ten month employees - ten days sick leave per year, twelve month employees - twelve days sick leave per year.)
 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 any employee, and upon request of the employee to the school superintendent, sick leave may be granted to cover the employee's absence because of such illness.

K. Evaluation Reports

An employee who has less than three year's experience will be evaluated every three months (September, December, March, June). Employees with more than three year's experience will be evaluated every six 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.

ARTICLE VIII

MODIFICATION OF AGREEMENT AND

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not 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.

ARTICLE IX

DURATION

- A. The provisions of this agreement shall be effective as of July 1, 1976 and shall remain in full force and effect until June 30, 1979, with salary and one other non money item open.
- 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 corporated seals to be placed hereon.

PENNSVILLE EDUCATIONAL SECRETARIES
ASSOCIATION

PENNSVILLE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

	President		President
	Secretary		Secretary

JOB CLASSIFICATIONS FOR SCHOOL SECRETARIES

- Class I - Superintendent's Office
- Class II - Business Administrator's Office
- Class III - High School Principal's Office
 Junior High School Principal's Office
 Elementary Principal's Office
 Business Office
- Class IV - Business Office
 Assistant School Principal's Office
 Guidance Office
 Director of Food Services' Office
- Class V - Libraries

ADDENDUM

1977-78

Agreement between Pennsville Township Board of Education and the Pennsville Educational Secretaries Association.

The attached Salary Schedule completes the Salary Negotiations for the Pennsville Educational Secretaries Association for the 1977-1978 year and is made a part of this contract.

PENNSVILLE EDUCATIONAL SECRETARIES
ASSOCIATION

PENNSVILLE PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION

<u>Margaret Burt</u>	President	<u>[Signature]</u>	President
_____	Secretary	<u>[Signature]</u>	Secretary

SECRETARIAL SALARY SCHEDULE1977-78

1. 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.
2. An employee covered by this Salary Schedule will advance only one step.
3. All employees covered by this Salary Schedule shall be on duty twelve months per year unless otherwise scheduled.
4. 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; and \$300 beginning the 26th year of experience.
5. Each individual covered by this Salary Schedule shall be given full credit for the number of years business experience up to a maximum of five years, when properly verified and attested to by the Superintendent of Schools.
6. This Salary Schedule shall become effective July 1, 1977. All employees covered by this agreement shall be placed on the appropriate step of the Salary Schedule upon implementation of this agreement.

<u>EXPERIENCE</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>
1	\$ 9,181	\$ 8,528	\$ 7,745	\$7,484	\$7,223
2	9,381	8,728	7,945	7,684	7,423
3	9,581	8,928	8,145	7,884	7,623
4	9,781	9,128	8,345	8,084	7,823
5	9,981	9,328	8,545	8,284	8,023
6	10,181	9,528	8,745	8,484	8,223
7	10,381	9,728	8,945	8,684	8,423
8	10,581	9,928	9,145	8,884	8,623
9	10,781	10,128	9,345	9,084	8,823
10	10,981	10,328	9,545	9,284	9,023
11	11,181	10,528	9,745	9,484	9,223
12	11,521	10,868	10,085	9,824	9,563