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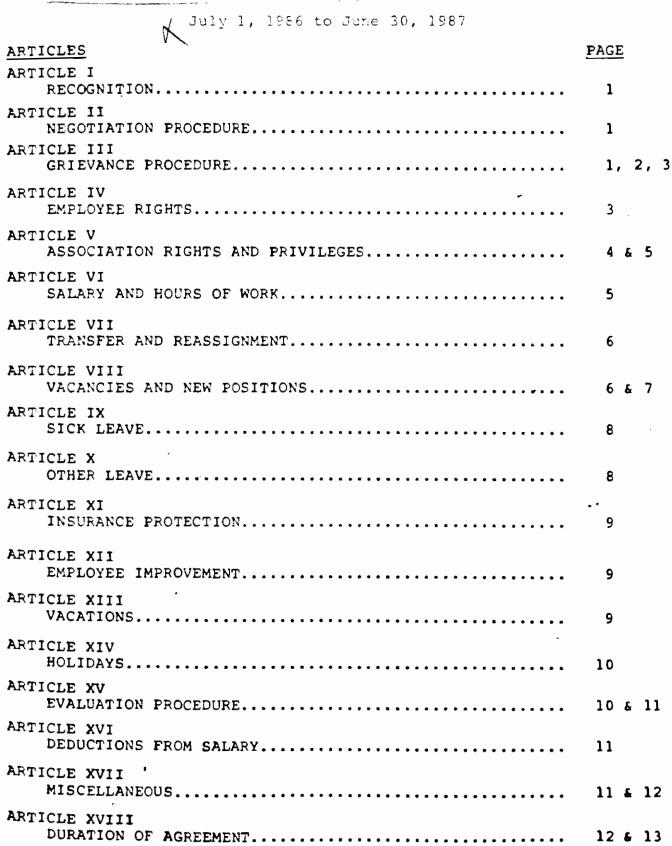
AGREEMENT

between the

PAULSBORO BOARD OF EDUCATION

and the

PAULSBORO EDUCATIONAL SECRETARIES' ASSOCIATION



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ARTICLE I

RECOGNITION

1.	A.	The Paulsboro Board of Education, Paulsboro, Gloucester
2.		County, New Jersey, hereafter known as the Board hereby
3.		recognizes the Paulsboro Secretaries' Association and
4.		hereafter known as the Association as the exclusive rep-
5.		resentative for collective negotiations concerning the
6.		terms and conditions of employment for personnel under
7.		contract and employed by the Board and so assigned as
8.		an employee who performs secretarial and clerical duties.
9.		The Board Secretary and Superintendent's Secretary are
10.		not a part of this unit.

ARTICLE II

NEGOTIATION PROCEDURE

- 11. A. The parties agree to enter into collective negotiations over a successor Agreement, and they agree that Agreement shall remain in force until such time as a new Agreement is reached in accordance with Chapter 123, Public Laws of 1974. Such negotiations shall begin not later than October 1st of the calendar year, preceding the calendar year in which this Agreement expires.
- 18. B. The Board agrees to furnish the Association upon reasonable request, all information normally made available to the public.
- 21. C. This Agreement shall not be modified in whole or in part by the parties, except by mutual agreement by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

23. A "grievance" is a claim by employees or the Association 24. based upon the interpretation, application or violation of 25. this Agreement, policies or Administrative decisions affect-26. an employee or a group of employees. An "aggrieved person" 27. is the person or persons making the claim. A "Party in 28. interest" is the person or persons making the claim and 29. any person who might be required to take action or 30. against whom the action might be taken in order to resolve 31. the claim.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association, cont'd.)

- B. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 7. C. Nothing herein contained shall be construed as limiting the 8. right of any employee having a grievance to discuss the 9. matter informally with his immediate superior, provided the adjustment is not inconsistent with terms of this Agreement.
- D. 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. The time limits specified
 may, however, be extended by mutual agreement.
- 16. E. Step 1: An employee shall first discuss his grievance orally with his immediate supervisor, either directly or through the Association's designated representatives with the objective of resolving the matter informally.
- 20. Step 2: If the aggrieved person is not satisfied with the 21. disposition of his grievance at Step One, or if no decision 22. has been rendered within five (5) school days after presentation of the grievance, he or the Association must submit 23. 24. the grievance in writing with six (6) school days to the 25. immediate supervisor with whom the informal conference in 26. Step One was held. If the immediate supervisor is not a 27. principal, the grievant shall send a copy of the formal and 28. written grievance of Step Two to the principal, who shall 29. submit his decision with the Supervisor. The supervisor's 30. and/or principal's decision shall be rendered in writing 31. within five (5) school days of the receipt of the formal 32. complaint.
- 33. Step 3: The aggrieved person may appeal the decision of the supervisor and/or principal to the Superintendent of Schools within five (5) school days after receiving the decision of the supervisor. The Superintendent of Schools shall within ten (10) school days after receipt of the appeal review the formal complain; and render a decision in writing.
- 39. If the aggrieved person is not satisfied with the 40. disposition of his grievance at Step 3, or if no decision 41. has been rendered within ten (10) school days after the 42. grievance was delivered to the Superintendent , he or the 43. Association may submit in writing the grievance in caucus 44. with the person and representative from the Association within 45. ten (10) school days after receipt of the appeal. At step 46. 4, following the submission of a written grievance, the 47. Board shall set forth in writing its decision and the 48. reason therefore as soon as possible, but no later than 49. 30 calendar days after the hearing with the grievant.

3.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

- Step 5: If the aggrieved person determines that the grievance 1. is not satisfied, the grievance may be submitted to arbitra-2. tion within fifteen (15) school days by the aggrieved person 3. or Paulsboro Educational Secretaries' Association within ten 4. (10) school days after such written notice of submission to 5. arbitration, the Board and the aggrieved person and the 6. Association shall attempt to agree upon a mutually acceptable 7. arbitrator and shall obtain a committment from said arbitra-8. 9. If the parties are unable to agree upon an tor to serve. arbitrator or to obtain such a committment within the speci-10. fied period, a request for a list of arbitrators may be 11. made to the American Arbitration Association by either party. 12. The parties shall then be bound by the rules and procedures 13. 14. of the American Arbitration Association in the selection of 15. an arbitrator.
- 16. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved person and hold hearings 17. 18. promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings 19. 20. of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any 21. 22. decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. 23. decision of the arbitrator shall be submitted to the Board, the 24. aggrieved person, and the Association and shall be final and 25. binding on the parties. The costs for services of the arbi-26. 27. trator, including per diem expenses if any, and actual and 28. necessary travel subsistence expenses and the cost of the 29. hearing room shall be borne equally by the Board and the 30. Any other expenses incurred shall be paid by Association. 31. the party incurring same.
- 32. G. All meetings and hearings under this procedure shall not be conducted in public and shall include only members involved,
 34. the administration involved, Board of Education, and their designator selected representatives.

ARTICLE IV

EMPLOYEE RIGHTS

36. Pursuant to chapter 123 Public Law 1974, the Board hereby 37. agrees that every employee of the Board shall have the right 38. freely to organize, join and support the Association and 39. its affiliates for the purpose of engaging in collective 40. negotiations for mutual aid and protection. As a duly 41. selected body exercising governmental power under the laws 42. of the State of New Jersey, the Board undertakes and agrees 43. that it shall not directly or indirectly discourage or deprive 44. or coerce any employee in the enjoyment of any right conferred 45. by Chapter 123, Public Laws 1974, or other laws of New Jersey 46. and the United States; that it shall not discrimate against 47. any employee with respect to hours, wages, or any terms or 48. conditions of employment by reason of his membership in the 49. Association and its affiliates, his participation in any

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

- activities of the Association and its affiliates, collective l.
- negotiations with the Board, or his institution of any 2.
- 3. grievance, complaint or preceding under this Agreement or
- otherwise with respect to any terms or conditions or employ-4.
- 5.
- B. Nothing contained herewin shall be construed to any or 6.
- restrict to any employee such rights as he may have under 7.
- New Jersey School Laws or other applicable laws and 8.
- 9. regulations. The rights granted to employees hereunder
- shall be deemed to be in addition to those provided elsewhere. 10.
- C. Whenever any employee is required to appear before the 11.
- 12. Superintendent or his designee, Board, or any committee,
- 13. member, representative, or agent thereof concerning any
- 14. matter which could adversely affect the continuation of
- 15. employment or the salary of any increments pertaining thereto,
- then he shall be given prior written notice of the reasons 16.
- 17.
- for such meeting or interview and shall be entitled to have a representative of Association present to advise him and 18.
- 19. represent him during such meetings and interviews. Any
- 20. suspension of an employee pending charges shall be without
- pay pending decision. If found not guilty, salary will be 21.
- 22. retroactive back to time of suspension.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- 23. A. Upon mutual agreement whenever any representative of the
- 24. Association or any employee participates during working hours
- 25. in negotiations, grievance proceedings, conferences, or
- 26. meetings, he shall suffer no loss in pay.
- 27. B. The Association and its representatives shall have the
- 28. privilege to use school buildings at all reasonable hours
- 29. for meetings. The request shall be submitted to the
- 30. Superintendent stating the time and place of all such
- 31. meetings.
- 32. C. The Association shall have the right to use school facilities 33.
- and equipment at reasonable times, when such equipment is not 34. otherwise in use. School facilities and equipment shall be
- 35. used exclusively for programs of the Paulsboro Educational
- 36. Secretaries' Asosciation and its members and no other organi-
- 37. zation. The Association shall pay for the reasonable cost
- 38. of all materials and supplies incident to such use, and for
- 39. any repairs necessitated as a result thereof.
- 40. D. Adequate bulletin board space shall be reserved in each
- 41. school location in a place to be designated by the
- 42. supervisor at such school location, readily accesible to
- 43. all members of the bargaining unit, for the posting of
- 44. Association notices and other material dealing with proper
- 45. and legitimate Association business. All such notices and
- 46. material shall bear the signature of a responsible Associa-
- 47. tion official or shall clearly indicate that its issuer or

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

- 1. publisher is the Association. The authorized representative
- 2. of the Association shall be the sole person empowered to
- 3. post these materials on the Board. The bulletin board space
- 4. shall be identified with the name of the Association.
- 5. E. The Association shall have the privilege to use the interschool
- 6. mail facilities and school mail boxes as it deems necessary.
- 7. In the event there is no Association Representative in any
- 8. work location the authorized representative of the Association
- 9. by a letter of authorization signed by the President of the
- 10. Association, to carry out duties and responsibilities of the
- 11. Association Representatives as set forth in this Agreement,
- 12. except that such representatives shall not be entitled to
- 13. leave the premises of the work location in which he works
- during his work hours.

ARTICLE VI

SALARY AND HOURS OF WORK

15. A. The salaries of all employees covered by this Agreement shall 16. be increased as follows:

1986-87:

- 12 month employees shall receive......\$1,550 10 month employees shall receive.....\$1,275
- 17. B. The regular work day shall not exceed 8 hours with a 4518. minute duty free lunch. Summer hours for all offices shall
- 19. not exceed 7 hours with a 1 hour duty free lunch, beginning
- 20. day following the closing of school and ending Labor Day.
- 21. C. Overtime shall be compensated at the rate of $l^{\frac{1}{2}}$ per hourly
- 22. rate. The overtime rate is only involved when the actual
- 23. hours worked in a week exceeds 40 hours. All other extra
- 24. time prior to 40 hours shall be at a regular salary.
- 25. D. All employees covered under this Agreement will be entitled
- 26. to either Christmas or Easter week free of duties. The
- 27. Superintendent and other School Administrators shall develop
- 28. the schedule related to this section. The schedule for
- 29. Christmas and Easter shall be 8:00 a.m. to 2:30 p.m. with
- one-half (1/2) hour for lunch.
- 31. E. If school is dismissed early prior to a holiday, the secretaries may leave at 2:00 p.m., if their work is complete.

6.

(AGREEMENT between the Paulsboro Board of Education and the PAULSBORO EDUCATIONAL SECRETARIES' ASSOCIATION cont'd.)

ARTICLE VII

TRANSFER AND REASSIGNMENT

- Employee desiring a change in employment shall make their l. request in writing to the Superintendent. These requests 2. shall be granted wherever possible, as soon as possible. 3. If there are no vacancies available at that time, prior 4. consideration shall be given to the individuals requesting 5. transfer when position becomes available. 6.
- 7. Involuntary transfers will be made only when conditions require it. The employee to be transferred shall be given 8. 9. every consideration possible as to available positions 10. in the system. Seniority with the system shall be given consideration. 11.
- 12. C. The Superintendent shall discuss the transfer with the 13. employee and/or his representative and the Board shall 14. make the final assignment in writing.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

- Notice of all vacancies in secretarial and clerical positions 15. 16. shall be posted in each school by the Superintendent within 17. five days of: 18.
 - Receipt of letter of resignation 1.
- 19. 2. Official Board action vacating a position 20. or creating a new position within the 21. school system.
- 22. B. The notice shall be posted for five (5) work days and 23. employees interested therein must submit a written 24. application to the Superintendent within the aforementioned 25. five (5) work day posting period to be considered for the 26. vacancy. The notice shall state the name of the job and a 27. short description of the same and shall be posted at all 28. schools. The person requesting the transfer to the 29. position shall list her special skills in the request 30. which are related to the advertised job specifications.
- 31. All such applicants shall be considered and given an 32. interview within a reasonable period of time.
- 33. The Board shall determine the qualifications and abilities 34. of employees who apply and filling such vacancies the Board 35. agrees to give due weight to background attainments and 36. skills of all applicants, the length of time each has been 37. employed by the Board and other relevant factors.
- 38. Qualifications for all positions are as written on pages 39. 7 and 8 of this Agreement. Present personnel are exempt 40. from meeting qualifications for positions which they 41. already hold. However, they must meet the qualifications 42. in order to be promoted.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Assocition cont'd.)

ARTICLE VIII cont'd .:

SECRETARIES

~	CLASS	•
,	CLASS	-

- 3. BUILDING PRINCIPAL SECRETARY
- 4. GUIDANCE OFFICE SECRETARY

5. QUALIFICATIONS

- a. Shorthand 80 words per minute
- 7. b. Typing 60 words per minute
- 8. c. Able to meet public and have pleasant personality
- 9. d. Be able to make decisions and act independently when called upon.
- 10. e. Be punctual and develop a good attendance record
- 11. f. Have good telephone manners
- 12. g. Have a willingness to demonstrate confidentiality

13. CLERKS

14. CLASS I

15. CENTRAL OFFICE

16. QUALIFICATIONS

- 17. a. Be able to take moderate dictation
- 18. b. Type 50 words per minute
- c. Be extremely accurate with numbers and reports
- 20. d. Have good telephone manners
- 21. e. Be punctual and develop a good attendance record
- 22. f. Have a willingness to demonstrate confidentiality.

23. CLASS II

24. QUALIFICATIONS

- 25. a. Type 40 words per minute
- 26. b. Must demonstrate accuracy with reports and special projects
- 27. such as attendance records.
- 28. c. Have good telephone manners
- 29. d. Have a willingness to demonstrate confidentiality

30. PAYROLL/BOOKKEEPER

31. QUALIFICATIONS

- 32. a. Become proficient in use of the accounting machine
- 33. b. Be extremely accurate in development of financial reports
 34. and other projects such as payroll
- 35. c. Keep abreast of all changes in the law which affect
- deductions and other payroll activities
- d. Be flexible in working hours in order to complete reports
 and projects.
- 39. e. Demonstrate ability to work independently
- 40. f. Be able to type with extreme accuracy
- 41. 9. Be punctual and develop a good attendance record

8.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

ARTICLE IX

SICK LEAVE

- A. All employees shall be allowed sick leave with full pay
 according to months of employment. All unused sick leave
- 3. shall be accumulative for additional sick leave as needed
- in subsequent years.
- 5. 12 months 12 days
- 6. ll months ll days
- 7. 10 months 10 days

ARTICLE X

- 8. A. Employees shall be entitled to the following temporary non-9. accumulative leaves of absence with full pay each school 10. year.
- 11. (1) When death in the immediate family (Parent, spouse's parent,
- 12. child, brother, sister, spouse, grandparent, spouse's grand-13. parent, sister-in-law, brother-in-law, or relative residing
- in the employee's home) occurs, the secretary may be allowed
- 15. up to four (4) days.
- 16. (1-b) An allowance of up to two (2) days may be granted to attend 17. the funeral of any of the following:
- 18. Aunts, uncles, son-in-law, daughter-in-law, grandchildren of an employee.
- 20. (2) Tenure employe s shall be entitled to two (2) days leave
- 21. of absence and non-tenure employees shall be entitled to
- one (1) day leave of absence for personal, legal business matters which require absence during school hours. Appli-
- 24. cation to employees Principal, or other immediate superior
- 25. for personal leave shall be made at least five (5) days
- 26. before taking such leave, except for cases of emergency. In
- 27. all such cases the applicant shall state the reason for taking
- 28. such leave. Personal leave days may not be taken before or
- 29. after a holiday cr school vacation period. Any secretary
- 30. with whole personal days remaining at the end of each school
- 31. year will have them carried over to their accumulated sick
- 32. days for the following year.
- 33. (3) Up to two (2) personal days for representatives of the

 34. Association to attend the N.J.E.A. Convention. In addition,
- if representatives do not attend convention they are to be at work for their regular hours.
- 37. (4) Time necessary for appearance in any legal proceedings connected with the employee's employment or with the school system if the employee is required by law to attend.
- 40. (B) A maternity leave of absence, which shall be in compliance 41. with current laws, will be granted to any regular employee,
- 42. who has been employed by the Board, upon request for such
- 43. leave, accompanied by proper certification of pregnancy by
- 44. the employee's physician. The employee will be able to
- 45. return to her position after a suitable amount of time elapses
- 46. for recuperation after the physician has certified that the said employee is in good health and is able to reume her
- 48. responsibilities.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' cont'd.)

ARTICLE X cont'd.:

- 1. C. All benefits to which an employee was entitled at the time
- 2. her leave of absence commenced, including unused accumulated
- 3. sick leave, shall be restored to her upon her return, and
- 4. she shall be assigned to the same position which she held at
- 5. the time said leave commenced, if available or, if not, to
- a substantially equivalent position.

ARTICLE XI

INSURANCE PROTECTION

- 7. A. Each employee shall receive full Blue Cross/Blue Shield
- 8. Major Medical Coverage (individual). Each employee shall
- 9. receive in addition to the above \$1.140 toward dependent
- 10. coverage of Blue Cross/Blue Shield Major Medical or \$300.00
- 11. toward Washington National Coverage. If any other Associa-
- 12. tion within the District receives Medical Coverage in excess
- 13. of the above the additional coverage shall be provided to
- 14. the Association.

ARTICLE XII

EMPLOYEE IMPROVEMENT

- 15. A. The Board agrees to pay up to one hundred and twenty five
- 16. dollars (\$125.00) per year toward tuition incurred in
- 17. connection with job-related instruction or courses, which
- 18. are part of a secretarial certification program, with
- prior approval of the Superintendent of Schools.
- 20. B. Verification of tuition shall be submitted with the voucher
- 21. for payment upon successful completion of the course.

ARTICLE XIII

VACATIONS

- 22. A. Each twelve (12) month employee shall be entitled to a
- 23. vacation with pay at the annual rate of pay such employees
- 24. are receiving at the time such vacation is actually taken.

1-10 Years

11-15 Years

16-25 Years

2 weeks

3 weeks (1 week shall be

4 weeks Easter or Christmas week.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association)

ARTICLE XIV

HOLIDAYS

- Each employee shall be entitled to fifteen (15) holidays, plus
- 2. Independence Day for 12 month employees, each year.
- holidays are to be chosen by the Association and approved by З.
- the Superintendent within thirty (30) days of the time the 4.
- 5. Superintendent submits an official school calendar to the
- 6. Association. All holidays must be taken on days when school
- 7. is not in session and must be consistent for all employees.

ARTICLE XV

EVALUATION PROCEDURE

- 8. All observation of the work performance of any secretary 9. shall be conducted openly and with full knowledge of the 10. secretary. The nature of the secretary's job effects an 11. ongoing and daily assessment of her performance. It is 12. agreed that formal evaluations shall be prepared by the 13. supervisor in writing at least twice a year. 14. These reports shall be presented to secretaries by the principal or counterpart supervisor periodically in 15. 16. accordance with the following procedures: 17. Such reports shall be issued in the name of the 18. appropriate supervisor based upon a compilation 19. of reports, or observations, and of discussions with any or all supervisory personnel who come in 20. 21. contact with the secretary in a supervisory 22. capacity. 23. (2) Such reports shall be addressed to the secretary. 24. (3) Such reports shall be written in narrative form and shall include, when pertinent: 25.
- Strengths of the secretary as evidenced during 26. the period since the previous report.
- 27. (b) Weaknesses of the secretary as evidenced during 28. the period since the previous report.
- 29. (c) Specific suggestions as to measures which the 30. secretary might take to improve her performance 31. in each of the areas wherein weaknesses have 32. been indicated.
- 33. (4) Such supervisory reports are to be provided for non-34. tenure secretaries at least two (2) times each year; 35. the first not later than November 30, and the last 36. not later than April 1.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

ARTICLE XV cont'd.:

- B. A secretary shall be given a copy of any evaluation report
 prepared by her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted
 to the central office, placed in the secretary's file or otherwise acted upon without prior conference with the
- secretary. No secretary shall be required to sign a blankor incomplete evaluation form.
- 8. C. A secretary shall have the right, upon request, to review
 9. the contents of her personnel file in the presence of the
 10. Superintendent. At least once every year a secretary shall
 11. have the right to indicate those documents and/or other
 12. materials in her file which she believes to be obsolete or
 13. otherwise inappropriate to retain.
- 14. No material derogatory to a secretary's conduct, service, 15. character, or personality shall be placed in her personnel file unless the secretary has had an opportunity to review 16. 17. all the material. The secretary shall acknowledge that she 18. has had the opportunity to review such material, by affixing 19. her signature to the copy to be filed with the express 20. understanding that such signature in no way indicates 21. agreement with the contents thereof. The secretary shall 22. also have the right to submit a written answer to such material and her answer shall be reviewed by the Superin-23. 24. tendent or his designee and attached to the file copy.
- E. Prior to any annual evaluation report, the immediate super-visor of a non-tenure secretary shall have had appropriate communication, including but not limited to all steps in Section A above with said secretary regarding her performance as a secretary.

ARTICLE XVI

DEDUCTIONS FROM SALARY

30. The Board agrees to deduct from the salaries of its employees 31. dues for the Paulsboro Educational Secretaries' Association, 32. the Gloucester County Education Association, the New Jersey 33. Education Association or the National Education Association, 34. or any combination of such Associations as said employee 35. individually and voluntarily authorizes the Board to deduct. 36. Such deductions shall be made in compliance with Chapter 310, Public Law of 1967 (NJSA 52:14-15.9E) and under rules 37. 38. established by the State Department of Education.

ARTICLE XVII MISCELLANEOUS

39. A. Except as this Agreement shall otherwise provide, all terms
40. and conditions of employment applicable on the effective
41. date of this Agreement to employees covered by this Agreement
42. as established by the rules, regulations and/or policies of
43. the Board in force on said date, shall continue to be so

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries' Association cont'd.)

ARTICLE XVII cont'd.

- applicable during the term of this agreement.
- 2. B. If any provision of this Agreement or any application of this
- 3. Agreement to an employee or group of employees is held to be
- 4. contrary to law, then such provision or application shall
- 5. not be deemed valid and subsisting, except to the extent
- 6. permitted by law, but all other provisions or applications
- shall continue full force and effect.
- 8. C. On days when school is closed for inclement weather all
- 9. secretaries are not expected to report to work unless
- otherwise directed by the Superintendent.

(AGREEMENT between the Paulsboro Board of Education and the Paulsboro Educational Secretaries Association cont'd.)

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1986 and
 shall continue in effect until June 30, 1987.

President, Board of Education

President, P.E.S.A.

Vice-President, P.E.S.A.

5. Secretary, Board of Education

Secretary, P.E.S.A