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CIRCULATE

AGREEMENT

between

PENNSVILLE TOWNSHIP BOARD OF EDUCATION

and

PENNSVILLE EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1971 to June 30, 1972

PREAMBLE

This agreement is made and entered into on the 16th day of  
March, 1971, by and between the Pennsville Township  
Board of Education, (hereinafter referred to as the "Board")  
and the Pennsville Educational Secretaries Association  
(hereinafter referred to as the "Association".)

## 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, Director of Food Services, 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 in 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 thirty (30) 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. Such representative may be one selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association 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 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 his 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 his principal or other immediate superior, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in

writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his 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 Association and to the principal or other immediate superior.

4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he 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 held within fifteen (15) days after receipt of the appeal notice.

5. If the decision of the Board does not resolve the grievance to satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the employee grievant or the Association 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 grievances 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 his 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.

(d) Any matter which according to 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.

## 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".
- B. The secretarial classifications set forth in Schedule "B", which is attached hereto, shall be made a part of this agreement.
- C. The regular work day shall be 8:00 a.m. to 3:45 p.m. and the employee shall have a one-half hour paid lunch period daily, such lunch period to be extended by 15 minutes on pay days for banking purposes.
- D. 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.
  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 pay or as compensatory time off.
  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.

## ARTICLE V

VACATION AND WORK SCHEDULE

- A. The work year for employees covered by this Agreement shall be 243 days in 1971-72. It is understood that in the event an employee in the negotiating unit is required to work on a day established in the calendar to be a paid holiday, he or she shall receive a day of compensatory time off on a date to be determined by the Superintendent or his designee, except for work required on a Sunday or legal holiday, in which case the provisions of Section "B", below shall apply. (See Schedule "C", attached and made a part hereof.)
- B. The following 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, his time shall be computed at twice his regular rate of pay for those hours worked on the holiday.
- C. Recognized holidays are:
- |                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labor Day        |
| Washington's Birthday | Thanksgiving Day |
| Good Friday           | Christmas Day    |
| Memorial Day          | Columbus Day     |
| Fourth of July        | Veterans' Day    |
- D. When any of the foregoing holidays fall on Sunday, the following Monday shall be observed as the holiday.
- E. An employee is expected to work at regular pay on any other local or religious holiday falling within his 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.
- F. 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.
- G. The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education, and shall consult with the Association, other individuals and organizations within the School System and, as he sees fit, individuals and organizations other than within the School System.



## H. 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 2 weeks accrued vacation time.
2. An employee who dies before his contract period is completed will receive full recognition of his vacation rights.
3. Vacation schedule for all regular twelve-month employees will be:

<u>Years of Service</u>	<u>Vacation</u>
6 months - 1 year	1 week
1 - 5	2 weeks
6 - 10	3 weeks
11 - 20	4 weeks
21 - 30	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 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. Two (2) half days 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 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 stating specifically the reason for the request.
3. Such absences are at the discretion of the Superintendent of Schools and are not to include such requests as shopping, visiting, travel time, etc.

## B. Sick Leave.

1. All employees covered by this agreement shall be allowed personal sick leave with pay for one day per month for each 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 the request of the employee to the school superintendent, 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 report for work in the event an emergency is declared by the Superintendent of Schools.

ARTICLE VIII

MODIFICATION OF AGREEMENT AND  
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than October 1, 1971, 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 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, 1971 and shall remain in full force and effect until June 30, 1972.
- 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 placed thereon.

PENNSVILLE EDUCATIONAL SECRETARIES ASSOCIATION

PENNSVILLE PUBLIC SCHOOL DISTRICT BOARD  
OF EDUCATION

\_\_\_\_\_ President

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Secretary

SECRETARIAL SALARY SCHEDULE  
1971 - 1972

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. 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 Pennsville Township Superintendent of Schools.
4. All employees covered by this Salary Schedule shall be on duty twelve months per year unless otherwise scheduled.
5. All Pennsville Educational Secretaries Association members shall receive a service increment of \$300 beginning the 21st year of service in the Pennsville Public School District.
6. This Salary Schedule shall become effective July 1, 1971. 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>	<u>Director of Food Services</u>
1	\$ 6,863	\$ 6,288	\$ 5,598	\$ 5,368	\$ 5,138	\$ 7,035
2	6,983	6,408	5,718	5,488	5,258	7,285
3	7,103	6,528	5,838	5,608	5,378	7,535
4	7,223	6,648	5,958	5,728	5,498	7,785
5	7,343	6,768	6,078	5,848	5,618	8,035
6	7,463	6,888	6,198	5,968	5,738	8,285
7	7,583	7,008	6,318	6,088	5,858	8,535
8	7,703	7,128	6,438	6,208	5,978	8,785
9	7,823	7,248	6,558	6,328	6,098	9,035
10	7,943	7,368	6,678	6,448	6,218	9,285
11	8,063	7,488	6,798	6,568	6,338	9,535
12	8,183	7,608	6,918	6,688	6,458	9,785

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

WORK SCHEDULE  
SECRETARIES

July 1, 1971 to June 30, 1972

July 5		No Work
September 6	Labor Day	No Work
October 11	Columbus Day	No Work
October 25	Veterans' Day	No Work
November 4	N.J.E.A. Convention	No Work
November 5	N.J.E.A. Convention	No Work
November 25	Thanksgiving	No Work
November 26	Thanksgiving Recess	No Work
December 23 through January 2	Offices Close 3:45 p.m. Christmas Recess	No Work
January 3	Offices reopen	
February 18		No Work
February 21	Washington's Birthday	No Work
March 31	Good Friday	No Work
April 3	Easter Monday	No Work
May 29	Memorial Day	No Work

July	21	January	21
August	22	February	19
September	21	March	22
October	19	April	19
November	18	May	22
December	17	June	22

Total - 243 days