

AGREEMENT

BETWEEN

THE PHILLIPSBURG BOARD OF EDUCATION

AND

**THE PHILLIPSBURG EDUCATION SECRETARIAL
ASSOCIATION**

JULY 1, 1993 - JUNE 30, 1996

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ARTICLE III

GRIEVANCE PROCEDURE

A. Definition:

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

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

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

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

B. Procedure:

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

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

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

Level Four:

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

Level Five:

- (a) In any event any party is dissatisfied with the disposition of the grievance at Level Four and wishes review by a third party and the claim pertains exclusively to misinterpretation, misapplication or a violation of any of the provisions of this Agreement, she shall within five (5) working days after the decision by the Board, request in writing that the grievance be submitted to arbitration. Such request shall be accompanied by the written recommendation for such action by the Association.
- (b) Within ten (10) working days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

B. The Association shall have the right to reasonable use of the inter-school mail facilities with the prior approval of the building principal or his designee.

C. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, she shall suffer no loss of pay.

D. "The Board agrees to furnish to the Association, by September 1, a current roster of the employees governed by this contract, including the employee's assignment and home address."

ARTICLE VI

WORK YEAR

A. Twelve Month Employees:

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

B. Ten Month Employees:

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

1. All pupil days plus a number of additional days totaling 195 working days and their salary shall be calculated by multiplying the salary for their step on guide by 75%.
2. These additional days to be scheduled by the principal or immediate superior within the period immediately before the first day of school on the school calendar and/or immediately after the last school day on the school calendar.

ARTICLE VII

HOLIDAYS

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

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

ARTICLE IX

DAILY WORKING HOURS

- A. The work day of twelve (12) month employees shall consist of seven (7) working hours, and the work day of ten (10) month employees shall consist of six (6) working hours.
- B. Except for unforeseen circumstances the employee's lunch period shall be duty free.
- C. If an early dismissal or cancellation is necessary due to inclement weather, secretaries shall be released at the discretion of the Superintendent of Schools.
- D. **Overtime:**
1. Overtime shall be paid at a rate of 1-1/2 times the hourly salary for time worked beyond a six (6) hour day for ten month employees or seven (7) hour day for twelve month employees.
 2. All time worked on days when the secretary is scheduled to be off with pay, i.e. holidays, shall be paid at regular pay plus time-and-one-half.

Seniority:

In assigning overtime work, employees who are responsible for a particular project during their regular work day shall be assigned to any overtime work related to that project. If additional assistance is required, employees in the same work cluster shall be offered the opportunity to work overtime to provide that assistance. A "work cluster" means those jobs which share the same location in the district and which interact directly with the employee who has primary responsibility for the project. Such overtime work shall be offered to such employees only if they are capable of doing the work efficiently. Overtime shall be distributed according to seniority, starting with the most senior and going down the seniority list to the least senior, regardless of how many overtime assignments that takes until all employees in the cluster have been offered the opportunity, and then overtime shall again be offered to the most senior employee. "Seniority" is defined by the employees' consecutive years of experience in the district.

If current employees within the cluster are not capable of doing the overtime work efficiently, the administration has the right to utilize persons from outside the district to do the work.

rated job, in which case he or she may bid after three (3) months. After a job has been awarded to a successful bidder, he or she has to fulfill a probationary period of six (6) months during which time the Board or its authorized representative may re-assign or transfer the individual with or without his or her consent in the event the probationary period is not successful.

ARTICLE XII

BOARD RIGHTS

A. Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the means, methods, and personnel by which such operations are conducted, and the authority to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XIII

SICK LEAVE

A. Accumulative:

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

B. Notification of Accumulation:

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

C. After eighteen (18) years service in the district, employees who retire to collect a pension under PERS within one year shall be paid one-half their daily pay for up to sixty (60) accumulated days (i.e. a maximum payout of thirty days' pay). Daily pay is defined as seven (7) hours pay for 12-month secretaries and six (6) hours pay for 10-month secretaries.

E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. (1) A maternity/paternity leave of absence without pay will be granted to any secretary. Such leave of absence shall be for a period of one (1) year. The applicant shall make the pregnancy known to the office of the Superintendent by the third month.

The leave shall begin at a time recommended by the person's physician or other mutually agreeable date.

(2) A secretary on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.

(3) Any secretary adopting an infant child may be granted a leave up to a period of one (1) year without pay. Such leave shall commence upon receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.

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

ARTICLE XVI

INSURANCE PROTECTION

A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for the teachers' unit for the contract years 1993-1994, 1994-1995, and 1995-1996.

- (1) Hospitalization benefits
- (2) Surgical benefits
- (3) Medical benefits
- (4) Diagnostic benefits
- (5) Major Medical benefits
- (6) Dental benefits
- (7) Others as agreed by Board and Association
- (8) Vision

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

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be reproduced with costs shared by the Association and the Board and presented to all employees.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XIX

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

ANNEX A

REDUCTION OF PERSONNEL

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

F. **Recall:**

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

SECRETARIAL SALARY GUIDE
1993-94

STEP	I	II	III	IV
1	17512	18012	18512	19012
2	17712	18212	18712	19212
3	17912	18412	18912	19412
4	18112	18612	19112	19612
5	18312	18812	19312	19812
6	18922	19422	19922	20422
7	19387	19887	20387	20887
8	19962	20462	20962	21462
9	20562	21062	21562	22062
10	22612	23112	23612	24112

ADJUSTMENTS TO SALARY

- Level I** **M.S. Guidance Secretary shall receive an adjustment of \$334.**
- Level II** **All level II employees (except H.S. Computer Operator) shall receive an adjustment of \$167.**
- Level II** **H.S. Computer Operator shall receive an adjustment of \$334.**
- Level III** **Transportation secretary shall receive an adjustment of \$167.**

SECRETARIAL SALARY GUIDE
1995-96

STEP	AAA	BBB	CCC
1	18830	19830	20330
2	19030	20030	20530
3	19230	20230	20730
4	19430	20430	20930
5	19630	20630	21130
6	20240	21240	21740
7	20705	21705	22205
8	21280	22280	22780
9	21880	22880	23380
10	23930	24930	25430

ADJUSTMENTS TO SALARY GUIDE

Level I ----- Reclassified as Level AAA

Levels II and III ----- Consolidated and reclassified as Level BBB

Level IV ----- Reclassified as Level CCC