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AGREEMENT

BETWEEN THE

HIGHLAND PARK BOARD OF EDUCATION

AND THE

HIGHLAND PARK OFFICE PERSONNEL ASSOCIATION

1983 - 1985



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ARTICLE I

RECOGNITION

- A. The Highland Park Office Personnel Association is recognized by the Board of Education as the exclusive representative in the collective negotiations concerning the terms and conditions of employment for all contracted secretaries, clerk/typists, bookkeepers and other office personnel in the same community of interest employed or to be employed by the Board, excluding paraprofessionals and clerical aides.

The Secretary to the Superintendent of Schools and the Secretary to the Assistant Superintendent of Schools/Board Secretary, as confidential employees, are excluded from representation by this Association.

- B. The term "secretary", unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in Paragraph A above.
- C. When a masculine or feminine pronoun is used in this agreement, it shall apply equally to persons of both genders.

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974, in a good faith effort to meet agreement on all matters concerning the terms and conditions of employment. Such negotiations shall conform to the guidelines provided by PERC concerning dates for commencement of negotiations. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced in writing and signed by all the parties.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties here to participate during working hours in conferences, meetings, grievance proceedings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- D. Modification  
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 III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A grievance shall mean a claim by an employee that there has been either a misinterpretation, misapplication, or violation of board policy or this agreement. A grievance shall also mean a claim by an employee or employees that there has been an administrative decision adversely affecting him/her.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the 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. PURPOSE

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed by a ten month employee at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agents to hold the proceedings during regular working hours, a staff member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without a loss of salary.

4. Level One - Immediate Supervisor

An employee with a grievance shall first discuss it with his/her immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two - Principal

If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved person and Association within five (5) school days, he/she may set forth his/her grievance in writing to his/her principal or his/her agent on the grievance forms provided.

The principal or his/her agent shall communicate his/her decision to the aggrieved person and Association in writing with reasons within five (5) school days of receipt of the written grievance.

6. Level Three - Superintendent

The aggrieved person and Association, no later than five (5) school days after receipt of the principal's or his/her agent's decision, may appeal the principal's or his/her agent's decision to the Superintendent of Schools or his/her agent. The appeal to the Superintendent or his/her agent must be made in writing reciting the matter submitted to the principal or his/her agent as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent or his/her agent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent or his/her agent shall communicate his/her decision in writing with reasons to the employee and the principal or his/her agent.

7. Level Four - Board

If the grievance is not resolved to the aggrieved person's and Association's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's or his/her agent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools or his/her agent, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the aggrieved person and Association, hold a hearing with the aggrieved person and Association and render a decision in writing with reasons within 35 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

8. Level Five - Arbitration -- Binding

No claim by an aggrieved person and Association shall constitute a grievable matter beyond level four unless it pertains to a violation, misinterpretation or misapplication of the terms of this Agreement. Matters of Board policy would remain under the jurisdictional domain of advisory arbitration.

If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved person and Association and the aggrieved person and Association wish review by a third party, he/she shall so notify the Board through the Superintendent or his/her agent within ten (10) school days of receipt of the Board's decision. An aggrieved person in order to process his/her grievance beyond Level Four must have his/her request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

1. In order to secure the services of an arbitrator, a request will be made to the New Jersey Public Employees Relation Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of PERC.
  2. The decision of the arbitrator, shall be in writing and shall set forth his findings of the fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have the authority to establish any wage rate or change any wage rate contained herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or dispute which is not a grievable matter under this Article or so specified under the provisions of this Agreement.
  3. Each party shall bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.
- E. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.



F. Rights of an Individual to Representation

Any individual staff member of the unit shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. She/he shall have the right to present his own grievance at any step or to designate a representative(s) of the Association or other person of his own choosing to appear with him at any step.

G. Limitation

An employee or group of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

H. Miscellaneous

1. All decisions rendered at Level Two, Three, Four and Five of the grievance procedure shall be in writing, setting forth the reasons therefor, and shall be transmitted promptly to all parties in interest.

## ARTICLE IV

### RIGHTS OF PARTIES

Pursuant to Chapter 123, Public Laws of 1974, the Board agreed that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection.

As a duly elected body exercising governmental power under the Law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or of the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in Association activities, collective negotiations, or his institution of any grievance, complaint, or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

No employee shall be disciplined, reprimanded, or reduced in rank without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

Further, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitation 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 to suspend, 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 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; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, materials available to the public concerning relevant data, to assist the Association.
- B. Representatives of the Association and the Middlesex County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and be with prior administration approval.
- C. The Association and its representatives shall have with the prior approval of the principal, the right to school buildings at all reasonable hours for meetings.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use. The use of the equipment and facilities shall be with the approval of the principal.
- E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes.

ARTICLE VI

WORK YEAR

A. Work Days

1. All currently employed twelve (12) month employees shall have paid holidays. These holidays shall be in addition to twenty-two (22) paid vacation days. All ten (10) month employees shall be entitled to the same paid holidays where applicable.

Members hired after July 1, 1979 shall earn vacations as listed below:

Less than 1 yr.	One (1) day per month not to exceed nine (9) days
One - Five yrs.	Ten (10) days
Six - 12 yrs.	15 days
13 - 25 yrs.	20 days
Over 25 yrs.	22 days

2. All employees shall work an eight (8) hour day which includes one (1) hour for lunch during the school year. The starting and ending time shall be determined by the needs of the particular assignment.
3. All employees shall work a seven (7) hour day during the summer months which includes one (1) hour for lunch, with the starting and ending time to be determined by the Administrator according to the particular needs of the office.
4. Staff shall plan one (1) full day workshop a year to be scheduled on one of the days teacher workshops occur. Hours for all secretaries on this day shall be 8:30 A.M. to 3:30 P.M. The second workshop day, when scheduled on the school calendar, may be used for another workshop or for general office work, whichever the Superintendent and staff decides. Hours for all secretaries on this day shall be 8:30 A.M. to 3:30 P.M.
5. Employees who do not utilize their entire vacation days shall have available the following options:
  - a) Convert into sick days and bank to statutory limit.
  - b) Bank as vacation days up to ten (10) per year to a maximum of twenty-five days (25).
  - c) Subject to Item D below, the employee may elect to be paid for unused days. (Example: if entitled to fifteen (15) days, may be paid for five (5) days maximum).
  - d) Employees must take ten (10) vacation days per year; optional time may be applied to (a) or (b) above.
  - e) Limitation to extended vacations shall be held to no more than two (2) employees per contract year. Said extension must be approved by the Board of Education. Criteria shall be established on a basis of first come status.

E. Overtime

1. The regular work week shall be forty (40) hours.
2. When required by the building administrator, all hours beyond forty (40) shall be paid at the rate of one and one half (1-1/2) times the hourly rate. Sundays and holidays to be paid at two (2) times the hourly rate.
3. Compensatory time may be taken in lieu of overtime pay by mutual agreement between the Superintendent, building administrator and the secretary. Said compensatory time, if requested by the secretary, shall be taken at the rate of one (1) hour for each work hour. However, if required by the building administrator, compensatory time shall be granted at the rate of 1-1/2 hours for each hour worked. Sundays and holidays two (2) times the hourly rate.
4. The Board reserves the right to withhold increments according to the provisions of Title 18A.

C. Vacations and Holidays

1. Vacations which are earned by July 1 of any year may be taken at any time thereafter by mutual agreement and approval of the immediate supervisor and central office administrator.
2. If a holiday falls during a secretary's vacation period, said holiday shall not be charged against vacation days.
3. Paid holidays as per the school calendar.

D. Substitutes

Every reasonable effort will be made to provide substitute coverage for all employees after two (2) continuous days of absence.

ARTICLE VII

SALARY

A. The salary schedules of all classifications covered by this Agreement are set forth in Appendix "A".

B. Previous Experience

1. An employee transferred to a position in a higher salary category shall be placed on an experience level that will result in a salary no lower than the previous position.
2. An employee involuntarily transferred to a position in a lower salary category shall retain the salary of the present position until such time as the proper place in the new category is achieved.

C. Mileage

Mileage standards shall be equal to the standard set by Board of Education policy.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. Non-Certificated Personnel

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated, professional personnel in the performance of their respective duties.

All non-certificated employees shall not perform the following duties under normal working conditions:

1. Required to act as an administrator-in-charge in lieu of his/her absence.
  - a. disciplinarian
  - b. requesting certified personnel to assume additional duties
  - c. responsibility for extended pupil supervision in offices.
2. Be required to secure buildings during routine drills.
3. Be responsible for equipment leaving schools during the normal working day.
4. Be responsible for jobs which fall under the domain of custodians, nurses or teachers general description.
  - a. carrying of heavy cartons
  - b. cleaning closets
  - c. applying first aide and required to act as a nurse in his/her absence.

B. Placement on Salary Schedule

1. Adjustment of Salary Schedule:

Each employee shall be placed on his proper step of the salary schedule. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Employment after January 1 will result in 1/2 credit.

C. Resignation

1. An employee who is resigning from his/her position shall give the normal thirty (30) days notice in writing.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full thirty (30) days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee

D. Notification of Contract

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

## ARTICLE IX

### VACANCIES AND NEW POSITION

- A. Notice of vacancies and new positions shall be posted in each school. Said notice shall include the title of the position, job description, location and starting date. The Board is to provide the Association with job descriptions for newly created contracted positions whenever said positions are posted.
- B. Notices shall be posted for three (3) working days. Any member of the Association who may be interested in the position or positions must make written application to the Asst. Superintendent within that three (3) day period.
- C. Secretaries who have acquired experience, skill and ability to do the work required in the job, shall be given equal consideration along with applicants from outside the school system. All such applications from members of this unit shall be considered and will be given a reply to their application and an interview.

## ARTICLE X

### TRANSFER AND REASSIGNMENT

- A. Secretaries desiring a transfer shall make a request in writing to the Assistant Superintendent in Charge of Business. If there are no vacancies available at that time, consideration shall be given to the individuals requesting transfer when positions become available.
- B. In the event of an involuntary transfer, the secretary so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.

- C. The Assistant Superintendent shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.

## ARTICLE XI

### SICK LEAVE

- A. Each employee shall be entitled to twelve (12) days per year if a twelve month employee, or ten (10) days per year if a ten month employee. If the employee uses less than half the allowed sick days, two (2) additional days will be added to the total left for accumulative purposes. All unused sick days are accumulative.
- B. A statement of unused sick days shall be sent to the employee by September 30th.
- C. Errors in the statement of sick days must be noted in writing and submitted to the Central Office by the employee within thirty (30) days of issuance of statement.

## ARTICLE XII

### TEMPORARY LEAVES AND ABSENCES

A. Personal Leave

1. Each employee shall be entitled to two (2) personal days per year which shall be non-accumulative. The employee must notify employer at least two (2) days before taking such leave (except in cases of emergency). Applicant shall not be required to state reasons except for the day preceding or following a school holiday. Permission for leave before or after a holiday will be at the discretion of the Assistant Superintendent/Business.
2. Three days shall be allowed for the death or serious illness of the employee's immediate family except that five (5) days per incident shall be allowed for the death or serious illness of the employee's mother, father, spouse or children.
3. One half day (1/2) per incident shall be allowed for a funeral outside the immediate household, except that one full day shall be allowed if the funeral is outside the immediate area.



B. Professional

The Superintendent may, upon the recommendation of the building administrator, authorize absence of individual employees for professional purposes with full pay and expenses not to exceed twenty-five (\$25.00) per visitation and limited to no more than two (2) school days in any school year. A written report shall be submitted within thirty (30) days at the request of the Superintendent and/or immediate supervisor.

C. Other

A secretary shall be entitled to the following non-accumulative leaves of absence with full pay each school year:

1. Attendance as per 18A-31.2 for the N.J.E.A. Annual Convention.
2. Time necessary for appearances in any legal proceeding connected with the secretary's employment with the school system.
3. Other leaves of absence may be granted upon the recommendation of the Superintendent, with approval by the Board of Education.

D. Storm Days

On storm days, when school is officially closed, secretaries will not be required to report for duty.

E. Retirement

1. Pro-rated Vacation Time

Employees with five year or more of employment in Highland Park schools retiring during the school year shall receive vacation days pro-rated according to date of leaving.

2. Unused Sick Days

Beginning July 1, 1981, employees with at least fifteen (15) years of service in the district and at least 45 years of age, will be paid \$20 for each unused sick day up to a maximum of 50% of the final year's salary.

Timely notice of sixty (60) days will be given, except in cases of emergency, to the Board.

F. Extended Leaves of Absence

1. Any secretary who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth. The dates for such leave shall be mutually agreed upon by the Board and the secretary.
2. All secretaries anticipating a state of disability shall notify the Board of Education of the condition expected to result in disability as soon as the condition which may result in disability is known.

3. Any secretary who desires to continue in the performance of his or her duties during a period prior to a state of disability shall be permitted to do so provided said secretary produces a statement from his or her physician stating that said secretary is physically capable of continuing to perform his or her duties and further stating up to what date in the opinion of said physician, the secretary is capable of performing said duties.
4. In the event the physician of a secretary who anticipates a state of disability shall be of the opinion that said person is capable of performing his or her duties up to a specified date but the medical examiner of the Board of Education shall be of a contract opinion then a second opinion from a physician mutually agreed upon by both parties and paid for by the Board will be obtained.
5. The secretary requesting a leave under the provisions of Section F shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
6. The secretary requesting leave under Section A must produce a statement of his or her physician stating that the secretary is or will be disabled pursuant to Section F-1. The statement must include anticipated commencement and termination dates for said disability. In the event of a disagreement, the provisions of Section F-4 shall be followed.
7. The Board will grant an unpaid leave of absence to a secretary for a period not to exceed one school year. Such leave will not be granted unless the provisions above are complied with by the secretary.
8. The secretary may seek an additional unpaid leave of absence by making application to the Board of Education no later than April 1. The application shall include the secretary's statement as to the period of additional unpaid leave required, not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to Section F-6. In the event of a disagreement, the provisions of Section F-4 shall be followed.
9. The Board shall have the right to require any secretary who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his or her physician stating that he or she is capable of resuming their duties. In the event of a difference of opinion between the employee's physician and the Board relative to the resumption of duties by said secretary, the provisions of Section F-4 shall be followed.
10. During the period of actual disability, the secretary granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of NJSA 18A:30-1 et seq.

11. An unpaid leave of absence shall not accrue steps for salary purposes.
12. The provisions of Section A shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.

G. Child Rearing Leave

1. In the case of a birth of a child, any secretary shall have the right to apply for a leave without pay for child rearing purposes.
2. Applications for child rearing leave shall be made by the secretary to the Board of Education at least four (4) months prior to the anticipated birth of the child.
3. Child rearing leave may be granted for a period of up to the end of the school year in which the birth of the child occurs, but such leave may, at the option of the Board, upon the request of the secretary, be extended for one additional school year. Requests for extensions of such leaves must be made by April 1 prior to the succeeding school year.
4. The provisions of Section G-1 shall apply to the adoption of a child. In the event of an application for unpaid leave upon these grounds, the date for application for and extension of such leaves pursuant to Sections G-2 and 3, shall be computed from the actual legal custody date of the child.
5. A secretary may request to terminate an unpaid leave of absence under Sections G-2 and G-3 prior to the termination date adopted by the Board. The Board may deny such a request based upon its determination that the earlier leave termination date would interfere with the administration of the school or its students.
6. The provisions of Section G shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured secretary beyond the termination date of his or her contract.

## ARTICLE XIII

### HEALTH BENEFITS

- A. The Board of Education will provide insurance coverage through the Connecticut General Life Insurance Company as per agreed contract covering health, hospital, surgical and major medical expenses.

The Board also agrees to provide Dental Care Benefits as per agreed contract, with a \$25 per person deductible clause.

- B. Enrollments are at the request of the employee and are subject to the contracting company's enrollment policies and conditions.
- C. Should a change in insurance carrier be considered, the Board and the Association will investigate the new carrier. There will be no reduction in benefits or services as a result of the change in carrier.

The Association agrees to poll its general membership and report the outcome to the Board. The Board will weigh heavily the results of the poll in its final determination.

## ARTICLE XIV

### PAYROLL DEDUCTION

- A. The Board agrees to deduct from the salaries of its secretaries dues for the HPOPA, NJEA, MCEA, and NEA or any one or any combination of such associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the HPOPA by the end of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of monies by said treasurer.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE XV

### PROTECTION OF SECRETARIES AND PROPERTY

- A. 18A:16-6 - Indemnity of officers and employees against civil action.

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher, for any act of omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

- B. 18A:16-6.1 - Indemnity of officers and employees in certain criminal actions.

Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the board of education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

## ARTICLE XVI

### SECRETARY EVALUATION

- A. All appraisals of the work performance of a secretary shall be conducted openly and with full knowledge of the secretary. Formal evaluation performed for the purpose of recommendation and retention or improvement shall be conducted only by administrators and/or immediate supervisors. A secretary shall be given a copy of any evaluation report prepared by her evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Assistant Superintendent and placed in the personnel file after the secretary has reviewed the report. The secretary shall be required to sign only the completed evaluation form. Signature does not indicate agreement of disagreement.
- B. A secretary shall have the right upon request to review the contents of her personnel file in the presence of the Asst. Superintendent or his designee.

- C. All non-tenure employees shall be evaluated by supervisory personnel twice a year. The evaluation shall be reviewed with each employee and a copy placed in the employee's file. The first evaluation shall be completed by December 1 and the second by May 1.
- D. Tenure employees shall be evaluated at least once a year as above.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

- A. The Board of Education will provide the Association with a copy of its Board Policy Manual, and will continue to provide the Association President with copies of changes in policy, whenever they become effective.
- B. Any individual contract between the Board and an individual secretary within the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. Copies of this agreement shall be printed at the expense of the Board within thirty (30) calendar days after the Agreement is signed. Sufficient copies will be made for all members of the unit and new members to be employed.
- D. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or registered letter at the following address:
  - If by the Association to the Board, at the appropriate address;
  - If by the Board to the Association, at the home address of the Association President or delivery to the individual.
- E. Fully Bargained Provision

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement, except as required by Chapter 123, Public Laws of 1974.

In the event that any portion of this agreement is ruled invalid by reason of laws enacted by the State or National Government, or by judicial decision or by any ruling of the State Department of Education, or PERC, then only the portion struck down shall be invalidated. All other agreement provisions shall remain in force.

## REPRESENTATION FEE

### A. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

### B. Deduction and Transmission of Fee

#### 1. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2. below.

#### 2. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

#### 3. Termination of Employment

If an employee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee

during the academic year in question.

4. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

C. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.



APPENDIX "A"

HIGHLAND PARK PUBLIC SCHOOLS  
OFFICE PERSONNEL SALARY SCHEDULE

1983 - 1985

STEP	BOOKKEEPER		ADMINISTRATIVE SECRETARY		ASST. ADM. SECRETARY ASST. BOOKKEEPER		GENERAL SECRETARY	
	83-84	84-85	83-84	84-85	83-84	84-85	83-84	84-85
1	14,800	15,300	12,200	14,500	11,800	13,900	9,300	9,640
2	15,000	15,500	12,600	14,700	12,200	14,100	9,500	9,840
3	15,200	15,700	13,000	14,900	12,600	14,400	9,700	10,040
4	15,400	15,900	13,400	15,300	13,000	14,700	10,040	10,440
5	15,600	16,100	13,800	15,700	13,400	15,100	10,460	11,133
6	16,000	16,500	14,300	16,100	13,900	15,500	10,880	11,826
7	16,345	16,900	14,800	16,500	14,400	15,900	11,200	12,519
8	16,685	17,235	15,300	16,900	14,900	16,300	11,500	13,212
9	16,970	17,800	15,900	17,300	15,400	16,700	11,725	13,900
10	17,330	18,430	16,730	17,830	15,930	17,030	13,530	14,630

LONGEVITY - Yrs. of Service, Highland Park

5 - 9 Yrs.	\$100.00
10 - 14 "	200.00
15 - 19 "	300.00
20 - 24 "	400.00
24+	500.00

## APPENDIX "A"

### A. Tuition Credit

Salary compensation will be allowed for approved credits earned at the rate of \$25.00 per credit. These courses must be taken while working in Highland Park schools and must have the prior approval of the Superintendent of Schools. Payment will be included in the contract the year following the taking of such courses. (Courses taken July 1 - June 30 will be compensated for in the next contract providing proof of successful completion is supplied by August 15).

### B. Prescription Plan

The Board and Office Personnel Association agree to a paid prescription plan effective January 1, 1984.

For the period of January 1, 1984 through June 30, 1985, the Board's maximum contribution per enrolled unit employee shall be at an annual rate of \$125.00 in the first year and from July 1, 1984 through June 30, 1985, the Board's maximum contribution shall be at a rate of \$137.00 per unit employee.

If the cost of such insurance should exceed the above amounts, the additional cost shall not be borne by the Board.

### C. Unused Personal Leave Days

Unused personal leave days for each year shall be converted to sick days at the end of each school year.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BE EFFECTIVE JULY 1, 1983 TO JUNE 30, 1985. THE BOARD AND THE ASSOCIATION AGREE TO RE-OPEN NEGOTIATIONS ON ALL LANGUAGE ITEMS. THE BOARD AND ASSOCIATION FURTHER AGREE TO ESTABLISH DATES FOR NEGOTIATION LANGUAGE ITEMS AFTER JANUARY 1, 1984.
- 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.

HIGHLAND PARK BOARD OF EDUCATION

HIGHLAND PARK OFFICE PERSONNEL  
ASSOCIATION

BY: Paula M. Getzler  
President

BY: Gloria M. Schenck  
President

ATTEST: Janis Lambetter  
Secretary

ATTEST: Mitchell L. Shulman  
Secretary

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