
A G R E E M E N T

Between

HILLSIDE ASSOCIATION OF
SCHOOL SECRETARIES AND CLERKS

AND THE

Hillside Board of Education
BOARD OF EDUCATION OF HILLSIDE

County of Union, New Jersey

X July 1, 1980 through June 30, 1982

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PREAMBLE

Pursuant to Chapter 123, Public Laws of 1975, of the State of New Jersey, this agreement is hereby entered into this 30th day of July 1980 by and between the Board of Education of the Township of Hillside, New Jersey, hereinafter referred to as the 'Board' and the Hillside Association of School Secretaries and Clerks, hereinafter referred to as the 'Association'.

ARTICLE I

RECOGNITION

1-1 Pursuant to Chapter 123, Public Laws of 1975, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all personnel under contract by the Board as included herein:

Accounts Clerk	Data Processing Machine Operator
Asst. Adm. Secretary - Office of Superintendent of Schools	Elementary School Secretaries
Asst. Bookkeeper - Office of Business Administrator/Secretary	Guidance Department Secretaries
Attendance Clerk	Library Technical Assistant
Clerk Typist - High School	Secretary to Assistant Superintendent of Schools
Clerk Stenographer - High School	Secretary to High School Principal
Secretary - Office of Business Administrator/Secretary	Senior Clerk
	Special Services Secretaries
	Clerk Typist - Dir. of Federal/State Programs

but excluding the following positions:

Secretary to Superintendent of Schools	Administrative Secretary to Business Administrator/Secretary
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1-2 All new employees may apply for membership in the Association in accordance with the provisions of Chapter 123, Public Laws of 1975. Nothing herein shall be construed as making Association membership a condition of employment, nor shall any individual be compelled to join the Association at any time. However, in accordance with the provisions of Chapter 123, Public Laws of 1975, and heretofore set forth in this Agreement, the Association shall be recognized as the exclusive bargaining representative for the members of the unit described.

1-3 Unless otherwise indicated, the term 'secretaries and clerks' when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

ARTICLE II

NEGOTIATION PROCEDURES

- 2-1 The parties agree to enter into collective negotiations over a successor agreement in accordance with the provisions of N.J.A.C. 19:12-2.1. Any agreement so negotiated, shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Association, be approved by the Board, and be signed by the Association and Board.
- 2-2 Representatives of both the Board and the Association agree, that their members shall be given full authority to negotiate, but not to contract prior to ratification of both parties.
- 2-3 During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board will make available to the Association for inspection, at reasonable times, that information which is available to the public.
- 2-4 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2-5 Pursuant to Chapter 123, Public Laws of 1975, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Association for the duration of this agreement.
- 2-6 This agreement, together with the appendices attached herewith, incorporate the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or contemplation of both of the parties at the time they negotiated or executed this agreement.
- 2-7 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.
- 2-8 Pursuant to Chapter 123, Public Laws of 1975, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE III

GRIEVANCE PROCEDURE

- 3-1 Definition: A 'Grievance' shall mean a complaint by a secretary or clerk of the Hillside Board of Education that there has been to her a personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decisions. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter, which according to law, is beyond the scope of the Board's authority. A complaint of a non-tenure secretary or clerk which arises by reason of: (1) her not being re-employed, or (2) having her contract terminated by notice pursuant to her individual contract or otherwise, or (3) a complaint by any secretary or clerk 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 shall not be subject to arbitration under this procedure. A grievance to be considered under this procedure must be initiated in writing by the secretary or clerk within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the secretary or clerk would reasonably be expected to know of its occurrence.
- 3-2 Procedure
- 3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the 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 acceptance of the decision rendered at that step. Under extreme circumstances, the time limits may be extended by mutual agreement in writing.
- 3-2.2 It is understood that all secretaries and clerks 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.
- 3-2.3 A secretary or clerk shall have the right to present her own grievance or to designate a representative approved by the Association to appear with her at any step in her appeal. When a majority representative has been selected, a minority organization shall not present or process grievances.
- 3-2.4 When a member of the negotiating unit represented by the Association presents her own grievance, the Association shall have the right to state its view in writing to the Board of Education prior to the Board's decision, if the appeal proceeds to the Board, and to appear at the Board's hearing with the grievant if such a hearing is held.
- 3-2.5 Any secretary or clerk who has a grievance shall discuss it first with her immediate supervisor. A dated written record of such meeting shall be made and signed by the administrator and the secretary or clerk with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance.

- 3-2.6 If as a result of the discussion, the matter is not resolved to the satisfaction of the secretary or clerk within five (5) school days, she shall set forth her grievance in writing to: a) if assigned to a school office, the school principal; b) if not assigned to a school office, to her immediate supervisor, specifying: 1) the nature of the grievance, including article and section of this agreement alleged to be violated; 2) the nature of the injury or loss; 3) the result of previous discussions; 4) the basis for her dissatisfaction with decisions previously rendered. The immediate supervisor/school principal shall communicate his decision, in writing, to the secretary or clerk within five (5) school days of receipt of the written grievance.
- 3-2.7 The secretary or clerk, not later than five (5) school days after receipt of her immediate supervisor's/principal's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing, reciting the matter submitted to the immediate supervisor/school principal as specified above, and the basis for her dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days, and shall communicate his decision, in writing, to the secretary or clerk.
- 3-2.8 If the grievance is not resolved to the secretary's or clerk's satisfaction, she may no later than five (5) school days after receipt of the Superintendent of Schools decision, 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 of Education. The Board or a committee thereof shall hold a hearing with the secretary or clerk, if so requested, within fifteen (15) days of the date of receipt by the Superintendent of Schools of the request for review by the Board, and shall review the grievance and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Superintendent of Schools for review by the Board, or within ten (10) calendar days of the hearing with the secretary or clerk, whichever comes later.
- 3-2.9 If the grievant is dissatisfied with the decision of the Board and the matter pertains to the provisions of this agreement, upon request of the grievant the appropriate committee of the association may request the appointment of a tripartite panel of arbitrators. Such request to be made known to the Superintendent no later ten (10) school days after the decision, in writing, of the Board is received. One member of such panel shall be selected by the Board. The members of the panel selected by the parties will select the third panel member. In the event the arbitrators selected cannot agree on a third party within five (5) days of their appointment, they shall follow the procedure as set forth in 3-2.10.

- 3-2.10 The following procedure will be used to secure the services of an arbitrator: a) a request by either arbitrator will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question; b) if the arbitrators are unable to determine within five (5) school days of receipt of the roster, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either arbitrator to designate an arbitrator.
- 3-2.11 The arbitrators shall limit themselves to evidence and arguments presented to them by the parties or their representatives and shall consider nothing else. Only the Board, the secretary or clerk and the association shall be given copies of the arbitrators decision. This shall be accomplished within fifteen (15) days of the completion of the arbitrators hearing or hearings. Such decision shall be kept confidential and shall not be disclosed by either party or their representatives to any person for a period of fifteen (15) days after receipt thereof. The decision of the arbitrators shall be considered by both parties to be advisory only and non-binding.

3-3 Costs

- 3-3.1 Each part will bear the total of the costs it has incurred. The fees and expenses of the arbitrator will be shared equally by the parties. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. The time lost by the secretary or clerk must be without pay or charged as a personal day.

3-4 Miscellaneous

If a particular grievance shall affect a group or class of secretaries and clerks, the association may join in processing of the grievance and become a party thereto. All documents, communications and records dealing with the processing of a grievance may be filed, provided, however, that such documents, communications, or records will not be forwarded to any prospective employer of the grievant, nor will such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer. A copy of the appropriate form for the filing of grievances is appended to this agreement, as Appendix 4. Hearing pertaining to grievances shall not be held in public.

ARTICLE IV

RIGHTS OF THE PARTIES

- 4-1 Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every employee of the Board, included in the unit as set forth under Article I, shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary or clerk in the employment of any rights conferred by Chapter 123, Public Laws of 1975.
- 4-2 No secretary or clerk shall be disciplined reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action by the Board, or any agent or representative thereof, shall not be made public until final action thereon, is taken by the Board. Discharge of a non-tenure secretary or clerk in accordance with her individual contract with the Board shall not be considered a disciplinary action.
- 4-3 Whenever any secretary or clerk is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that secretary or clerk in her office position, or employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview. Any suspension of a secretary or clerk may be with pay.
- 4-4 No secretary or clerk shall be prevented from wearing identification of membership in the Association or its affiliates.
- 4-5 The Board may not delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations.
- 4-6 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.
- 4-7 The Board of Education reserves to itself full jurisdiction and authority over matters of policy and retains the right, 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 within the school district and to suspend, demote, discharge, or take disciplinary action against employees, (c) to relieve employees from duties 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 might be necessary to

carry out the mission of the school district in situations of emergency. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

- 4-8 The Board agrees to furnish, upon request of the Association, a current roster of personnel annually.
- 4-9 The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings, with the permission of the Superintendent and only during the time that such buildings are opened for business.
- 4-10 The Association shall have the reasonable use of the interschool and intraschool mail facilities and school mail boxes as it deems necessary.
- 4-11 Use of school buildings, facilities, and equipment shall be subject to rules and regulations set forth by the Superintendent of Schools, as has been the established practice.

ARTICLE V

HOURS OF WORK

5-1 A. Workday

1. The normal workday for all secretaries and clerks shall not begin before 7:30 am, nor terminate later than 5:00 pm. No secretary or clerk shall be required to be in a building alone at anytime.

B. Lunch Hour

1. All secretaries and clerks are entitled to take one (1) duty-free hour for lunch.

C. Overtime

1. Any time worked beyond the hours stated in Sections 'E' and 'F' of this article, shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the normal hourly rate.

D. Notification of Substitutes

1. The principal at each school shall designate to a secretary or clerk, whenever necessary, the responsibility to call in substitutes on a temporary basis. Each person at an elementary school designated this temporary duty will be paid \$2.50 per week. The person at the high school designated this temporary duty will be paid \$5.00 per week.

E. Ten-Month Secretaries and Clerks

1. Ten-Month secretaries and clerks shall be employed from the first weekday of September until the last weekday in June. Such secretaries and clerks shall work seven (7) hours per day and thirty-five (35) hours per week, for the ten-month period.

F. Twelve-Month Secretaries and Clerks

1. Twelve-Month secretaries and clerks assigned to the central administrative offices (Offices of the Superintendent of Schools, Assistant Superintendent of Schools, School Business Administrator/Secretary, Special Services, Director of Federal/State Programs) shall be employed from July 1 to June 30. Such secretaries and clerks shall work seven and one-half ($7\frac{1}{2}$) hours per day and thirty-seven and one-half ($37\frac{1}{2}$) hours per week for the twelve (12) month period.
2. Twelve-Month secretaries and clerks assigned to the high school or to the elementary schools shall work seven (7) hours per day and thirty-five (35) hours per week for the twelve (12) month period.

Vacation Leave for Twelve-Month Secretaries and Clerks (Excluding Legal Holidays)

Vacation leaves shall be as follows for twelve-month secretaries and clerks:

1. Less than one (1) year of service - One (1) day for each consecutive month a secretary or clerk is employed during the school year, not to exceed ten (10) working days. Secretaries and Clerks with less than one (1) year of service may take their vacation days only after they have been earned.
2. One (1) year but less than nine (9) years of service - Ten (10) working days vacation annually. (Applicable to employees hired after June 30, 1971.)
3. Nine (9) years but less than twenty (20) years of service - Fifteen (15) working days vacation annually.
4. Twenty (20) years of service and over - Twenty (20) working days.
5. For those secretaries and clerks under contract prior to July 1, 1971 the following vacation schedule will prevail:
 - a) More than one (1) year of continuous service, but less than twenty (20) years of service - Fifteen (15) working days vacation annually.

NOTE: Employees service is computed as of June 30th to determine the amount of vacation days earned for the following school year.

6. When the annual employment period of any secretary or clerk is changed from ten-months to twelve-months, the amount of vacation days will be computed as follows:
 - a) The number of months of prior service with the Board of Education to be divided by twelve.
 - b) The secretary or clerk to be given credit for the number of prior years service as computed in 'a' above to determine the amount of vacation, in accordance with the vacation schedule outlined in Articles 5-2.1 through 5-2.5. The secretary or clerk will be entitled to such vacation during the year that this reclassification has become effective.
7. Secretaries and Clerks who earn vacation days during a fiscal year ending June 30th must utilize such days during the ensuing twelve (12) months and may not accumulate such days beyond said twelve (12) months without prior approval of Superintendent of Schools.
8. No secretary or clerk shall take vacation which will result in such person being absent from their position more than ten (10) consecutive working days.

ARTICLE VI

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

- 6-1 The Board, through its agents, shall make all assignments, transfers and reassignments of secretaries and clerks and their duties.
- 6-2 Notice of all open secretarial and clerical positions in the Hillside schools shall be posted in all schools. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.

ARTICLE VII

DEDUCTIONS FROM SALARY

- 7-1 The Board agrees to deduct from the salary of any secretary or clerk, dues for the Association. Such deductions shall be made in compliance with NJSA 52:14-14.9e and under rules established by the State Department of Education. All moneys, so deducted, together with records of any corrections shall be transmitted to the treasurer of the Association.

ARTICLE VIII

INSURANCE

- 8-1 The Board shall provide for all full-time eligible secretaries and clerks and their dependents the full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Programs consisting of Blue Cross, Blue Shield, Major Medical, and Rider 'J'. The Board shall pay the full premium of such coverage for each eligible full-time secretary or clerk and for all eligible dependents.
- 8-2 The Dental Plan in force during the period from September 1, 1975 to June 30, 1980 will continue in force for the period from July 1, 1980 to August 31, 1981. For the period from September 1, 1981 to June 30, 1982 a Dental Plan, not less in coverage than Great-West Life Assurance Company Plan II, shall be in force.

ARTICLE IX

SICK LEAVE

- 9-1 Sick leave is hereby defined to mean the absence from her post of duty, of any secretary or clerk because of personal disability due to illness or because she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in her immediate household.
- 9-2 All secretaries and clerks of the Hillside School District shall be allowed sick leave with full pay for a minimum of one (1) day for each month employed in any school year.
- 9-3 Whenever any secretary or clerk entitled to sick leave is absent from her post of duty as a result of a personal injury caused by an accident arising out of and in the course of her employment, the Board shall pay to such secretary or clerk the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided in accordance with applicable laws shall be made for absence during the waiting period and during the period the secretary or clerk received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the secretary or clerk shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.
- 9-4 If any such secretary or clerk requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative, to be used for additional sick leave as needed in subsequent years.
- 9-5 In order that sick leave be granted for a period of more than three (3) successive working days, a physician's certificate must be filed with the Business Administrator/Secretary. The certificate must be from a physician not related to the secretary or clerk.
- 9-6 At discretion of Superintendent of Schools any secretary or clerk on sick leave shall submit to an examination by a physician appointed by the Board.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

10-1 Maternity

1. All pregnant secretaries and clerks may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.
2. Maternity leave shall be granted subject to the following conditions:
 - a) A secretary or clerk shall notify the Superintendent of Schools of her intent to take a maternity leave of absence ninety (90) days prior to the date she intends to begin such leave. It is agreed between the parties that such notice is deemed reasonable.
 - b) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c) A statement from a physician certifying that the secretary or clerk is physically able to return to duty shall be furnished to the Board before a secretary or clerk is permitted to return from maternity leave.
3. A tenure secretaries or clerks return date to employment shall be extended for a period of time not to exceed two (2) years for reasons associated with pregnancy, birth or other related causes. However, the leave of absence granted a non-tenure secretary or clerk hereunder may not be extended beyond the end of the contract year in which the leave is obtained.
4. Except as provided above, no secretary or clerk shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.
5. No secretary or clerk shall be removed from her duties during pregnancy, except upon one of the following:
 - a) The Board has found that her working performance has noticeably declined from the time immediately prior to her pregnancy.
 - b) The pregnant secretary or clerk is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician appointed by the Union County Medical Society, whose opinion on medical capacity shall be final and binding.
 - c) Any other just cause.

6. A secretary or clerk on maternity leave shall have the opportunity to substitute in the Hillside School District in the area of her qualification, at the discretion of the Superintendent.
 7. Any tenure secretary or clerk adopting an infant child may be granted a leave up to a period of two (2) years without pay. Such leave shall commence upon her receiving defacto custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption. Secretaries or clerks requesting such leave shall give no less than ninety (90) days notification.
 8. Return from maternity leave, leave for adoption purposes, or extended leaves will generally occur at the beginning of a school year. Secretaries or clerks desiring to return from such leaves must notify the Superintendent ninety (90) days preceding the desired date of return.
- 10-2 Other requests for leave of absence may be granted by the Board upon recommendation of the Superintendent.
- 10-3 All extensions or renewals of leaves shall be applied for, and, if granted, be in writing. Such extensions or renewals shall be acted upon by the Board upon the recommendation of the Superintendent. Such requests must be made prior to ninety (90) days before such leave expires.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

- 11-1 For the period of this contract, secretaries and clerks shall be entitled to non-accumulative leaves of absence as follows:
- a) In all cases of death of a member of the immediate family (immediate family as herein used means: father, mother, brother, sister, husband, wife, son or daughter, grandfather, grandmother, father-in-law, mother-in-law, and other members of the immediate household) of any secretary or clerk, such secretary or clerk shall receive five (5) consecutive days absence with pay. Such leaves must be requested immediately following such deaths.
 - b) In the case of death of an uncle, aunt, brother-in-law, sister-in-law, niece or nephew, of any secretary or clerk, such secretary or clerk will be granted permission to be absent on the day of the funeral with pay.
 - c) In all cases of death of other near relatives, no deduction from the salary shall be made for absence on the day of the funeral, provided such absence has been approved by the Superintendent prior to its occurrence.
 - d) Any secretary or clerk shall be granted two (2) days annually for important personal or business reasons without the loss of pay, provided the request is made in writing (and reasons stated for one (1) day of absence) to the Superintendent and approved by him prior to the time of absence. Such requests shall not be made for the day preceeding or following a holiday, as designated in Article XII. Secretaries or clerks assigned to a school shall not submit a request for these days during the first or last week of the school year. The first week of school shall mean seven (7) calendar days prior to the date school opens for students. The last week of school shall mean seven (7) calendar days prior to the date school closes for students.
 - e) Where personal presence of any secretary or clerk is adviseable because of the critical illness of parent, brother, sister, husband, wife, or child, or any other relative living in the secretary's or clerk's immediate family household, absence will be allowed with pay, for a total period of three (3) days annually.
 - f) Any secretary or clerk who shall have been required to attend a court of law by reason of having been served with a subpoena shall be excused from work without loss of pay for one (1) day on account of attendance at court, provided the said subpoena is filed with the Superintendent within three (3) school days from the date of absence, If the secretary or clerk is a party to the suit, full pay shall be deducted for each days absence.

ARTICLE XII

HOLIDAYS

- 12-1 Secretaries and clerks employed on a ten (10) month basis are granted paid holidays on the days that school is not in session for pupils, in accordance with the school calendar adopted annually by the Board, except for the additional time required at the beginning of the school year (from the first weekday of September to the opening day of school, exclusive of Labor Day observance), and the time beyond the last day of the school year to the last weekday of June.
- 12-2 Secretaries and clerks employed on a twelve (12) month basis assigned to an elementary school or the high school, are granted paid holidays as outlined in Article 12-1 of this agreement, for the months from September to June.
- 12-3 Secretaries and clerks employed on a twelve (12) month basis assigned to the Administration Building are granted fifteen (15) paid holidays for the 1980-81 school year as per Appendix 6A attached hereto.
- 12-4 Secretaries and clerks employed on a twelve (12) month basis assigned to the Administration Building are granted fifteen (15) paid holidays for the 1981-82 school year. Final determination of the Holiday Schedule for the 1981-82 school year shall be made by the Board, upon the recommendation of the Business Administrator/Secretary, after he has conferred with representatives of the Association.
- 12-5 In order to receive holiday pay, a secretary or clerk must work the regular scheduled workday before the holiday, and the regular scheduled workday after the holiday, unless she has been excused by her immediate supervisor/school principal, or unless the administration is satisfied that the absence was justified.

ARTICLE XIII

EVALUATIONS

- 13-1 There shall be two (2) evaluations of all nontenure secretaries and clerks made by a supervisor, one (1) evaluation to be made prior to December 1st, and one (1) evaluation to be made prior to May 1st of each school year. There shall be one (1) evaluation of all tenure secretaries and clerks made by a supervisor prior to May 1st. Nothing in this article shall restrict the administration from conducting additional evaluations of a secretary or clerk, if, in the judgement of a supervisor such additional evaluations would be useful.
- 13-2 All secretaries and clerks shall be given a copy of any evaluation report prior to or during any conference held to discuss it. If the secretary or clerk is dissatisfied with her evaluation conferences, she may request additional conference time, prior to the evaluation being place in her file. No such report shall be submitted to the central office, placed in the secretary or clerk's file or otherwise acted upon without a prior conference with the secretary or clerk. The secretary or clerk shall sign all material of this nature that is placed in her file. Such signature shall indicate only that the report has been read by the secretary or clerk and in no way indicates agreement with the contents thereof.

ARTICLE IV

MISCELLANEOUS PROVISIONS

- 14-1 If any provisions of this agreement or a similar provision in another agreement between other parties shall be adjudicated illegal, invalid, or unenforceable for any reason, then such provision shall, of course, no longer be binding upon the parties, but shall be considered severable from all other provisions herein which shall remain in full force and effect.
- 14-2 Any secretary or clerk contract between the Board and individual secretary or clerk during the term thereof executed, shall be subject to and consistent with, the terms and conditions of this agreement. In case any such secretary or clerk contract contains any language inconsistent with this agreement, the provisions of this agreement shall be controlling during the term thereof. However, the provisions of this Section 14-2 shall not apply to any provisions in any contract between the Board and an individual nontenure secretary or clerk providing for termination of the employment of such secretary or clerk on written notice for the period of time prescribed in such individual contract.
- 14-3 Copies of this agreement, shall be reproduced at the expense of the Board and distributed by the Association to all secretaries and clerks employed.
- 14-4 Nothing in this agreement shall operate retroactively unless expressly so stated.
- 14-5 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 may do so by telegram, registered or certified mail, at the following addresses:
- a) If by the Association, to the Board of Education of Hillside, at their appropriate address, and
 - b) If by the Board, to the President of the Association at her appropriate address as filed with the Board of Education, fifteen (15) days after her installation.
- 14-6 This agreement is binding upon all members of the bargaining unit. It is the obligation of the leadership of the unit to distribute copies of this agreement to the membership and explain the same to them.

ARTICLE XV

SALARIES

- 15-1 Upon condition that, as to each year of this contract, the Superintendent recommends and the Board approves, the increases hereafter referred to, secretaries and clerks shall be granted increases in their salaries (which increases shall include increments as well as adjustments) as set forth in Appendix '1' attached hereto and made a part hereof. Appendices '3A' and '3B' set forth the agreed upon minimum, maximums, and increments for the various positions, it being agreed, nevertheless, that the figures in Appendix '1' include increments.
- 15-2 A secretary or clerk who elects to retire under the P.E.R.S., shall be paid, based upon unused accumulated sick days, at the rate of nine dollars (\$9.00) per day, but not to exceed one thousand dollars (\$1,000.00) for any retiring secretary.
- 15-3 Longevity Pay
Payment of longevity for secretaries and clerks will be as follows:
Twelve-Month Secretaries will receive a longevity pay adjustment effective the July 1 or January 1, whichever comes first, following the date that they become eligible for such salary adjustment.
Ten-Month Secretaries will receive a longevity pay adjustment effective the September 1 or February 1, whichever comes first, following the date that they become eligible for such salary adjustment.

ARTICLE XVI

DURATION OF AGREEMENT

16-1 This agreement shall become effective as of July 1, 1980 and shall continue in effect until June 30, 1982. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon, in writing, by the parties to the agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HILLSIDE ASSOCIATION OF
SCHOOL SECRETARIES AND CLERKS

HILLSIDE BOARD OF EDUCATION

By _____
President Date

By _____
President Date

By _____
Secretary Date

By _____
Secretary Date

APPENDIX 1

SALARIES

It is agreed that for the

1980-81 School Year:

- A) All secretaries and clerks who have worked more than one-half of their employment year during the school year 1979-80, thus qualifying for an increment increase, shall receive a total increase of eight percent (8%), including increment.
- B) In addition, those secretaries and clerks who are assigned to the Administration Building (Job Classification contains the suffix 'B') shall receive a one (1) time additional two percent (2%) salary increase or a total salary increase for the year of ten percent (10%), including increment.
- C) Those secretaries and clerks who do not qualify for the increment increase, on the basis of not having been employed more than one-half of their contract year during the 1979-80 school year, shall receive the applicable increase noted in 'A' or 'B' above, less the amount of such increment increase.

1981-82 School Year:

- A) All secretaries and clerks who have worked more than one-half of their employment year during the school year 1980-81, thus qualifying for an increment increase, shall receive a total increase of eight percent (8%), including increment.
- B) Those secretaries and clerks who do not qualify for the increment increase, on the basis of not having been employed more than one-half of their contract year during the school year 1980-81, shall receive the applicable increase noted in 'A' above, less the amount of such increment increase.

APPENDIX 2

RULES AND REGULATIONS - REVISED 1980

Be it resolved that the following rules for the administration of salaries for secretaries and clerks shall become EFFECTIVE ON JULY 1, 1980, and shall supersede any and all rules or resolutions previously adopted for secretaries and clerks.

1. This salary guide is not to be considered as a contract between any secretary or clerk and the Board.
2. Increments as indicated on these salary guides may be withheld from secretaries or clerks upon recommendation of the Superintendent with the approval of the Board. In any case, no increments shall be granted unless the secretary or clerk has been employed for more than one-half ($\frac{1}{2}$) of the previous contract year. (Ten-Month secretaries and clerks prior to February 1; Twelve-Month secretaries and clerks prior to January 1.)
3. Experience gained in any school system or in fields of work that are closely related to the prospective assignment in the Hillside Public Schools shall be evaluated by the Superintendent with the approval of the Board.
4. To qualify for regular increments, secretaries and clerks must perform their duties satisfactorily as evidenced by the approval and recommendations of the Superintendent.

APPENDIX 4

FORM FOR FILING A GRIEVANCE

Grievance # _____ School District _____

Distribution of Form

GRIEVANCE REPORT

Submit to Principal or Immediate Superior
In Duplicate

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Secretary or Clerk

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP I

A. Date Cause of Grievance Occurred _____
(Include Article and Section of the Agreement alleged to be violated)

B. 1. Statement of Grievance _____

2. Relief Sought _____

(if additional space is needed in reporting
Sections B 1 & 2, attach additional sheet)

Signature Date

C. Disposition by Principal or
Immediate Superior

Signature of Date
Principal or
Immediate Superior

D. Position of Grievant and/or Association

Signature Date

STEP II

A. Date Received by Superintendent of Schools or Designee _____

B. Disposition of Superintendent of Schools or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

APPENDIX 5

SALARY DEDUCTIONS

PAYROLL DEDUCTION AUTHORIZATION

Name _____ Date _____

Address _____ Soc. Sec. No. _____
Number Street
City State Zip Code

To: Payroll Supervisor of the _____
School System

I hereby authorize you to deduct \$ _____ from my pay each month until
further notice from me, and transmit same to the _____
_____.

To become effective _____
Date

Signature

APPENDIX 6-A

*HOLIDAY SCHEDULE

1980-81 School Year

1. Friday	July 4, 1980	Independence Day
2. Monday	September 1, 1980	Labor Day
3. Thursday	November 27, 1980	Thanksgiving Day
4. Friday	November 28, 1980	Thanksgiving Recess
Wednesday (½ day)**	December 24, 1980	Christmas Eve
5. Thursday	December 25, 1980	Christmas Day
6. Friday	December 26, 1980	Christmas Recess
7. Wednesday (½ day)**	December 31, 1980	New Year's Eve
8. Thursday	January 1, 1981	New Year's Day
9. Friday	January 2, 1981	New Year's Recess
10. Thursday	January 15, 1981	Martin L. King's Birthday
11. Monday	February 16, 1981	George Washington's Birthday
12. Friday	April 17, 1981	Good Friday
13. Monday	May 25, 1981	Memorial Day

NOTE: In accordance with Article XII, Paragraph 4, of the Agreement between the Hillside Association of School Secretaries and Clerks and the Board of Education, secretaries and clerks shall be authorized two (2) additional holidays, subject to prior approval of the Superintendent of Schools. Other days may be granted by the Superintendent of Schools during the time that school is not in session.

*This schedule applies only to twelve (12) month secretaries and clerks assigned to the Administration Building.

**½ day + ½ day

APPENDIX 6-B

HOLIDAY SCHEDULE

1981-82 School Year

For the school year 1981-82, secretaries and clerks assigned to the Administration Building are granted fifteen (15) paid holidays. Final determination of the Holiday Schedule for the 1981-82 school year shall be made by the Board, upon the recommendation of the Business Administrator/Secretary, after he has conferred with representatives of the Association.