

# **AGREEMENT**

**Between**

**HARDYSTON TOWNSHIP BOARD OF EDUCATION  
and the  
HARDYSTON TOWNSHIP SCHOOL  
SECRETARIES ASSOCIATION**

**for the**

**Period Covering**

**July 1, 2004 - June 30, 2007**

## ARTICLE I - RECOGNITION

The Board recognizes the Hardyston Township School Secretaries Association as the exclusive and sole representative for the purpose of collective negotiations over the terms and conditions of employment for all full and part time ten and twelve month secretarial/clerical employees and library clerical/aides whether under contract or on leave. The unit shall exclude all certificated staff, and confidential and per diem secretarial/clerical employees and all other employees in other bargaining units.

## ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 194 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of secretarial employment. Such negotiations shall begin no later than February 1<sup>st</sup> of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall, upon ratification, apply to all unit members, be reduced to writing, be signed by the Board and the Secretarial Unit, and be adopted by the Board and the Secretarial Unit - hereafter referred to as "Unit".

B. The Board shall grant any reasonable request of the Unit for inspection of public record data and public information of the Hardyston Township School District.

C. All terms and conditions of employment shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any benefit existing prior to its effective date.

D. 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 Unit for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subjects of negotiation.

F. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

G. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.

### ARTICLE III - BOARD'S RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable law and regulations:

- a. To direct employees of the school district;
- b. To hire, promote, transfer, assign and retain employees in positions in the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
- c. To relieve employees from duty for lack of work or for other legitimate reasons;
- d. To maintain efficiency of the school district's operations entrusted to them;
- e. To determine the methods, means, and personnel by which such operations are to be conducted. However, the Board will not deny the Unit their right of negotiating the terms and conditions of employment.
- f. To take whatever action may be necessary to carry out the mission of the school district in situations of emergency. In exercise of its discretionary authority the Board reserves the right to implement the decision and shall be obligated to negotiate those items affecting the terms and conditions of employment.

### ARTICLE IV - GRIEVANCE PROCEDURE

A. Definition: A grievance is a claim by an employee or Unit based upon an event or the interpretation, application, or violation of the Agreement, Policies or Administrative decision affecting terms and conditions of employment.

B. 1. Purpose: An employee having a grievance may initially discuss the matter informally with an appropriate member of the Administration and have the grievance settled at this point. If no settlement can be reached, the employee then may proceed to Level One.

2. Procedure: Grievances shall be filed within thirty (30) working days of the event or decision giving rise to the grievance.

a. Level One

An employee with a grievance shall first discuss it with the administrator in charge of their building, either directly or through the Association's designated representative, with the objective of resolving the matter informally within twenty (20) school days.

b. Level Two  
If the grieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the Grievance, he or she may file the grievance in writing with the Chief School Administrator. The Association shall be notified of all decisions when rendered.

c. Level Three

1. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Chief School Administrator, they may within five (5) school days after a decision by the Chief School Administrator or fifteen (15) school days after the Grievance was delivered to the Chief School Administrator whichever is sooner, request in writing that the Chairperson of the Unit's Grievance Committee submit his/her grievance to the Personnel Committee of the Board.

2. Within ten (10) school days after receipt of written notice of the grievance, the Personnel Committee of the Board shall meet with the Unit's Grievance Committee to attempt resolution of the grievance. The Board's Personnel Committee shall have ten (10) school days to submit its decision in writing to the employee.

3. Within ten (10) school days, if no solution is rendered under the provisions of item "2", the Unit's Grievance Committee will request a meeting with the entire Board.

4. If no solution is reached under item "3" within fifteen (15) working days of the response from the Board, the Association, if unsatisfied, shall inform the Board of the request for review by an Arbitrator. The Association shall process the request for arbitration through PERC and shall follow its procedures. The cost of the Arbitrator shall be shared equally. Other costs shall be borne by the party incurring same. The decision of the Arbitrator shall be binding.

#### ARTICLE V - MEMBER/ASSOCIATION RIGHTS and PRIVILEGES

A. The Board agrees to furnish to the Unit in response to reasonable request, all such information that is public information and which is available to the general public.

B. Whenever any representative of the Unit is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

C. Representatives of the Unit shall be permitted to transact official Unit business on school property at reasonable times in accordance with Board Policy provided that this shall not interfere with or interrupt normal school operations and providing this business encompasses only the Unit as defined in the Agreement.

D. The Unit and its representative may have the privilege of using school buildings at reasonable hours for meetings if available.

E. The Unit may have the privilege to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Unit shall pay for the reasonable cost of all materials and supplies except as otherwise provided in this Agreement.

F. The rights and privileges of the Unit and its representative as set forth in this Agreement shall be granted only to the Unit as the exclusive representative of the secretaries, and to no other organization.

#### ARTICLE VI - WORK SCHEDULE

A. Positions shall include twelve (12) month and/or ten (10) month work year for staff. Ten (10) month positions shall encompass September 1<sup>st</sup> through June 30<sup>th</sup>. The Clerk/Aide shall work the teachers' work year.

B. 1. The work day for secretaries shall be from 8:00 a.m. to 4:00 p.m. Monday through Thursday. All secretaries shall remain until 4:00 p.m. on Fridays unless dismissed earlier. 2. The work day for the Clerk/Aide shall be 8:15 A.M. to 3:15 P.M., inclusive of lunch. On half day sessions, the Clerk/Aide shall leave with teachers and on in-service days the Clerk-Aide shall be dismissed at 1:30 P.M.

C. Lunch time of forty-five (45) minutes daily shall be within the workday. There shall be two fifteen (15) minutes breaks within the workday.

D. 1. Summer hours shall commence the day following the student dismissal for summer vacation.

2. Summer hours shall be from 8:30 a.m. to 2:30 p.m. (inclusive of a 45 minute lunch), except on Fridays when secretaries shall work from 8:30 a.m. to 1:00 p.m. with no lunch.

3. Any ten (10) month employee working during the summer months shall be compensated at an hourly rate of 1/7 of the daily rate with 200 days being considered the base days for a ten month contract year.

E. 1. Special Days: All secretaries will work until 3:30 p.m. on days of conferences. The Chief School Administrator shall schedule one (1) secretary in each building for each evening conference to work from 6:00 p.m. to 8:30 p.m. on a rotational basis, unless there are sufficient volunteers, and the employee shall be compensated at their current rate.

2. On early dismissal days prior to a school vacation, secretaries shall work until dismissed by the Chief School Administrator or designee.

3. Secretaries shall not be required to work on snow days or other emergency days when school is closed. On early closing days, one secretary shall remain in each building until all students are accounted for.

F. Holidays: New Years Day, Presidents' Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Friday following Thanksgiving Day, Christmas Eve and Christmas Day, the day following Christmas if a Sunday or Weekday, New Years' Eve and NJEA convention days.

G. 1. Vacation: Twelve (12) month secretaries shall have vacation scheduled to be taken during the year or during summer periods based on the following allowances:

After one (1) thru five (5) years = Ten (10) vacation days

Beginning with six (6) to ten (10) years = Fifteen (15) vacation days

After ten (10) years = One (1) additional day per year of employment up to a maximum of twenty (20) days per year.

2. Vacation days are not to be accumulated and must be scheduled with the Building Administrator and approved by the Chief School Administrator. Vacations may be taken during the school year.

3. When calculating vacation entitlements, ten (10) month employees who become twelve (12) month employees shall receive 10/12 of a full year of service credit for each year of service as ten (10) month employee.

H. 1. Ten (10) and Twelve (12) month secretaries will provide coverage during school recess periods on a rotational basis of one (1) person for the district during the hours of 8:30 am to 2:30 pm. Each workday. If there is an odd number of days to cover, the last day shall be covered by seniority by rotation.

2. When spring recess is scheduled immediately after Easter Sunday, the secretaries will have the "Easter" Monday off. (This would not be applicable if school is in session during that week).

## ARTICLE VII - TEMPORARY LEAVES

A. 1. Sick Leave: Twelve (12) month secretaries shall be afforded twelve (12) accumulative sick days per year. Ten (10) month secretaries and the library/clerical aide shall receive ten (10) days, accumulative.

2. Staff shall be compensated for one half (1/2) unused sick days upon retirement at the current substitute rate. All unused days upon retiring from the district under the provisions of N.J.S.A. 18A:6-1 et seq. or paid to the estate if otherwise qualified for retirement. Payment will

be a maximum of Three Thousand (\$3,000.00) Dollars per pers on during the life of this Agreement.

B. Temporary Leaves (Paid): Secretarial staff shall be granted five (5) personal days. The library/clerical aide shall also be entitled to five (5) personal days. Funeral leave shall be granted for death within the immediate family for a period of five (5) days, such leave as per each occurrence. Two (2) days for death of other family members. Two (2) days leave shall be afforded for family illness.

C. Staff members shall be paid for attendance at legal proceedings, including those connected with their employment in the District, provided they have not instituted the action and provided they are required by law to attend.

### ARTICLE VIII - EXTENDED LEAVES OF ABSENCE

      A. The Board shall grant Maternity Leave without pay to any staff member upon request. Maternity leave may be up to two (2) years. Any request for an extended leave must contain an expected return date.

B. 1. Any employee seeking disability due to pregnancy shall be entitled to those days specified by law and apply to the Board at least sixty (60) days prior to the beginning of the leave and specify the date the leave will commence. At the time of the application, the employee shall also specify in writing the date on which they wish to return to work. The Board may require an employee to produce a certificate from a physician in support of the requested leave date.

2. Maternity Leaves may be extended or reduced upon application in writing by the employee to the Board. Applications for change shall contain the reason for the change in date. The granting of extensions or reductions shall be at the discretion of the Board. The Board may require any employee to produce a physician's certificate in support to the change.

C. Upon return from a Maternity Leave of absence, the employee shall be reinstated in their same position or equivalent position.

D. The Board is under no obligation to continue the employment of a non-tenured employee beyond the contractual period. The Maternity Leave period shall not be counted for tenure purposes.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employee's immediate family, and shall be in accordance with the New Jersey and Federal Family Leave Acts. Other leaves of absence shall be at the sole discretion of the Board.

F. In accordance with the Agreement any employee adopting a child may receive similar leave which shall commence upon his/her receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption.

G. In accordance with the New Jersey and Federal Leave Law, a paternity leave without pay of up to one (1) year may be granted by the Board to an employee upon written request accompanied by the Chief School Administrator's recommendation. An employee intending to request paternity leave without pay shall:

1. apply for a leave within ninety (90) days before expected date of birth, and state the commencement date of such leave, and the expected date of return;

2. upon return to duty the employee shall be guaranteed a position in accordance with the Agreement,

3. for continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date.

H. An employee will not be credited for time on leave and shall be placed on salary schedule as per time of active employment.

I. All benefits as defined in this Agreement to which an employee is entitled shall terminate at the time his/her leave of absence commences, including unused accumulated sick leave. A person on leave may choose to continue benefits at his/her own expense. All benefits shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position, if available, or if not, to an equivalent position, if available.

#### ARTICLE IX - EMPLOYMENT/EVALUATION

A. All staff shall receive yearly evaluations of work performance. No evaluation report will be placed in a secretary's file without a conference with the secretary.

B. In case of lay off due to reduction in force, staff shall be reduced and/or recalled based on seniority. Reduction in force will be in accordance with applicable law.

C. Salary guides shall be incorporated herein and established for the staff on a yearly amount. Schedules agreed to herein are based on a twelve (12) month work year. Staff working on ten (10) months shall be compensated at 83.3% of the appropriate step on the salary guide.

D. Ten month employees must have 101 paid days in a school year to receive one full year's credit for salary guide advancement. Twelve month employees must have 121 paid days to receive salary guide advancement credit. Increments, if granted, are paid on July 1<sup>st</sup>. Employees who fail to meet the service requirements will not be eligible for advancement on the salary guide until the next July.

#### ARTICLE X - HEALTH BENEFITS

A. The Board shall provide the following insurances to employees on a single, family, parent and child or husband and wife basis, as appropriate. Employees hired after July 1, 2004 shall receive single overage only for the first three (3) years of employment. The employee has the option to purchase dependant coverage. The Board will pay fifty (50%) percent and the employee will pay fifty (50%) percent of the cost of the premium for the dependant coverage.

New Jersey Blue Cross/Blue Shield Benefits Program. The Board will pay on behalf of the staff 100% of the premium for this plan, except as noted above..

Dental Benefits Plan – New Jersey Blue Cross/Blue Shield Benefits Program. The Board will pay on behalf of the staff 100% of the premium for this plan, except as noted above.B. Health benefits extended to part-time

members.

C. The Board agrees to keep retirees with less than 25 years of service on roll with the group plan at the retiree's expense.

#### ARTICLE XI - PROTECTION OF EMPLOYEES

If any action is brought against an employee by a party(s) other than the Board of Education before the Board, Commissioner of Education or Courts for any act or omission arising out of and in the course of the performance of the duties of his/her position, which may affect his/her employment or salary status, the Board of Education shall reimburse for the costs of the defense if the action is dismissed or results in a decision in favor of the employee.

The Board shall give full legal support for any assault upon an employee while acting in discharge of their duties.

Absence arising out of or from such assault or injury resulting from an assault shall not be charged to the employees sick leave.

## ARTICLE XII - DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from employee's salaries money for R&L Data (Payroll Processing Service), Washington National Insurance, Series E Bonds, Association Dues, Credit Union, Deferred tax Sheltered Annuities (403-b), and Health Benefits Contributions as individually and voluntarily authorized by the employee. Monies deducted to be promptly remitted to the proper Associations. Any employee may have deductions discontinued at any time which does not conflict with State Statutes upon a thirty (30) day notice to the Board Secretary in writing with the exception of Association (Union) Membership Dues which may only be discontinued in January and June.

B. Agency Fee Provisions

1. Representation Fee

The Board of Education and the Association agree to a representation fee of up to eighty-five (85%) percent as set by the Association annually.

2. Purpose of Fee

If an employee does not become a member of the Hardyston Township Secretaries Association during any membership year (from September 1 to July 1), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

3. Amount of Fee

Prior to the beginning of each membership 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 that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five (85%) percent as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments do not include in any amounts dues, fees and assessments to be expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

4. Deduction and Transmission Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees (in accordance with Paragraph 2 below) the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Demand and Return

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that a non-union member may appeal the amount of the representative fee assessed against him/her. The Association must provide the non-union member with a full and fair hearing and has the

burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board. The Association shall provide evidence of the existence of this system to the Board of Education and to all non-union members before any deductions are made.

5. Indemnification

The Hardyston Township School Secretaries Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by members of the Hardyston Township School Secretaries Association, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

ARTICLE XIII - 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. Any individual contract between the Board and an individual employee, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling, recognizing that a standard contract form is utilized.

C. The Board and Association guarantee all employees equal employment opportunity regardless of race, color or creed, religion, sex, ancestry, national origin, social or economic status. The Board and Association shall be in compliance with all rules and regulations of the Affirmative Action Law.

D. Copies of this Agreement shall be printed at the mutual expense of the Association and Board as soon as possible after the Agreement is signed and presented to all the secretaries.

E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing to the President of the Board or to the President of the Association.

F. The salary guide annexed hereto and made part hereof shall be effective for the duration of this Agreement. At the expiration of this Agreement, employees shall be compensated in accordance with their rate at the expiration until a new salary program is established pursuant to applicable law.

SECRETARIAL GUIDE

STEP	2004-2005		2005-2006		2006-2007	
	12 MO	10 MO	12 MO	10 MO	12 MO	10 MO
1	25,045	20,862	26,317	21,992	27,645	23,028
2	25,795	21,487	27,067	22,546	28,395	23,653
3	26,725	22,261	27,997	23,321	29,325	24,427
4	27,835	23,186	29,107	24,246	30,435	25,352
5	29,236	24,353	30,765	25,627	32,359	26,955
6	29,638	24,688	30,910	25,748	32,238	26,854



7	30,313	25,250	31,585	26,310	32,913	27,416
8	31,048	25,862	32,320	26,922	33,648	28,028
9	31,799	26,488	33,071	27,548	34,399	28,654
10	32,550	27,114	33,822	28,173	35,150	29,279
11	33,652	28,032	34,924	29,091	36,252	30,197
12	34,805	28,992	36,077	30,052	37,409	31,161
13	35,785	29,808	37,067	30,868	38,385	31,974
14	36,775	30,633	38,047	31,693	39,375	32,799
15	38,065	31,708	39,592	32,980	41,186	34,310

Library/Clerical Aide

New hire rate \$18,810

2004-05 rate \$21,261 2005-06 rate \$22,196 2006-07 rate \$23,173 The new hire rate shall be \$18,810 for the life of this agreement. Increases for new hires shall be 4.4% in 2005-06 and 2006-07.

ARTICLE XIV - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2004 to June 30, 2007 and shall continue in effect until June 30th, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and is expressly understood that it shall expire on the dated indicated.

B. In witness thereof, this negotiated agreement between the Hardyston Township Board of Education and the Hardyston Township School Secretaries Association, having been ratified by both parties, is hereby signed and attested to by the President and Secretary of each organization.

HARDYSTON TOWNSHIP SCHOOL  
SECRETARIES ASSOCIATION

HARDYSTON TOWNSHIP  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary