

ORIGINAL

HAWTHORNE PUBLIC SCHOOLS
HAWTHORNE, NEW JERSEY

AGREEMENT
BETWEEN
HAWTHORNE EDUCATIONAL SECRETARIES' ASSOCIATION
AND THE
HAWTHORNE BOARD OF EDUCATION
FOR THE
SCHOOL YEAR 2012-2013, 2013-2014, 2014-2015

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Negotiations Committee	i
I. Recognition.....	1
II. Negotiation of Successor Agreement.....	1
III. Grievance Procedure:	
A. Introduction.....	1
B. Procedure	2-3
C. Class Grievances.....	3
D. Individual Grievances	3-4
E. General Provisions as to Grievances and Arbitration.....	4-5
IV. School Board Rights	5
V. Association Rights and Privileges	5
VI. Salaries.....	6
VII. Daily Work Schedule.....	6-7
VIII. Overtime	7
IX. Employee Absence.....	7-9
X. Job Openings	9
XI. Evaluation	9
XII. Fringe Benefits.....	9-10
XIII. Vacation.....	10-11
XIV. Holidays.....	11
XV. Miscellaneous Provisions.....	11-13
XVI. Duration of Agreement	14
Appendix A. Salary Guides	15-16

NEGOTIATIONS COMMITTEE:

REPRESENTING THE HAWTHORNE BOARD OF EDUCATION

Rodney Hara, Esq., Chief Negotiator

Mr. Victor Terraglia, Chairperson

Mrs. Elaine M. Tolomeo

Mrs. Michele Hyams, President, Ex-Officio

REPRESENTING HAWTHORNE EDUCATIONAL SECRETARIES' ASSOCIATION:

Mr. Ron Bivona – N.J.E.A. Representative

Mrs. Donna Hartmann – Negotiations Chairperson

Mrs. Gail Harte

Mrs. Linda B. Gorun, President, Ex-Officio

* * * * *

Dr. Jill Mortimer
Superintendent of Schools

Mr. Anthony Juskiewicz
Business Administrator/Board Secretary

ARTICLE I

RECOGNITION

The Hawthorne Board of Education does hereby recognize the Hawthorne Educational Secretaries' Association, for and during the term of this Agreement, as the exclusive bargaining representative of the Public Employees Membership lawfully upon the Association rolls, all as defined and in accordance with Chapter 123, Laws of 1974, and further known as NJRS 34:13A-1, the acts Amendatory thereof and Supplementary thereto, but excluding here from the Superintendent of Schools, Assistant Superintendent of Schools, Principals, Teachers, Supervisors, Administrative and Executive Personnel, Confidential Secretaries, Custodians, Maintenance Employees and Bus Drivers and Cafeteria Employees, inclusive, however, of Office and Clerical personnel.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1 of the year prior to termination.
Any Agreement so negotiated applying to members of unit aforesaid, shall be reduced to writing and be signed by the Board and the Association.
- B. This Agreement contains the full and complete Agreement on all bargaining issues between the parties and both parties waive the right to bring up for negotiations or bargaining during the contract term any items, subjects or matters, whether included herein or not.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Introduction:
 - 1. Persons in the employ of the Board of Education and the school district of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively, shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal in presenting the appeal. The individual or the Association shall have the right to present the appeal or to designate a representative of the Association, Attorney-at-Law, or other person of his or the unit's own choosing to appear with him or the Association at any formal step in the appeal procedure.
 - 2. A grievance is an appeal of an interpretation, application, or violation in the agreement, policy or administrative decisions of matters that affect terms and conditions of employment.

ARTICLE III - GRIEVANCE PROCEDURE Continued:

B. Procedure:

Step 1: (Informal)

An employee or the unit who has a grievance shall present it to the immediate superior for consideration, discussion, and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.

Step 2: (Formal)

In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination of said grievance, the employee, or his designated representative, or the unit shall set forth the grievance in writing on the approved grievance form in duplicate to the principal, supervisor of the department and the Superintendent of Schools.

The writing shall set forth:

- a. The nature of the grievance
- b. The prior disposition thereof
- c. The reason(s) for the dissatisfaction with the prior finding

Step 3:

It shall be the duty of the principal, department supervisor, or the Superintendent of Schools, as the case may be, to render a decision in the matter, in writing, in triplicate, within three (3) school days from receipt of said grievance, delivering a copy of the decision to the employee and/or Association.

Step 4:

The employee or Association, within three (3) school days from the receipt of the said decision shall have the right of appeal to the Superintendent of Schools. The appeal shall be in writing on the approved grievance form.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent of Schools to:

- a. Confer with the principal or department supervisor relative to the matter;
- b. Confer with the aggrieved relative to the matter, and
- c. Confer with both relative to the matter.

The Superintendent shall set forthwith, examine and consider all of the evidence presented and shall within a period of seven (7) days from the date of conference with all parties in interest, submit his decision in writing. A copy of the decision shall be forwarded to the principal or supervisor involved. A copy shall be filed with the District Secretary of the Board. A copy shall be forwarded to the employee and the unit.

Step 5:

Should the grievance be not settled after presentment to the Superintendent of Schools, the entire matter, including the written appeal, items of evidence presented and any and all documents and proceedings related to the cause, shall be transmitted to the District Secretary, who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate complete file thereof. The President of the Board shall issue a call for a closed hearing of the Board of Education as a whole within seven (7) days from

ARTICLE III - GRIEVANCE PROCEDURE Continued:

the receipt of the notification by the District Secretary that the file has reached his office and direct that the aggrieved, the school principal, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the Board.

The call for said special hearing shall be in writing and all summons and/or subpoenas shall also be in writing, attested to under the signature of the District Secretary and the seal of the Board.

Step 6:

The Board of Education, en banc, shall hear the entire matter, de novo, and at the conclusion thereof, shall render a written decision thereon. The said decision, in writing, shall be rendered under the signature of the President, sealed and attested by the Secretary of said Board, within ten (10) days from the conclusion of the hearing. A copy of the decision shall be forwarded personally or by certified mail upon:

- a. The aggrieved,
- b. The school principal or department supervisor,
- c. The Superintendent of Schools and
- d. The original to be filed in the office of the District Secretary of the Board of Education.

It shall be the duty of the District Secretary to file the same and record the said decision in its entirety in the files of the Board of Education.

Step 7:

Should the grievance not be then resolved to the satisfaction of the aggrieved and the grievance directly deals with terms and conditions of employment which intimately and directly affect the work and welfare of the unit of members, then in that event the matter shall be submitted to arbitration, to wit: The Public Employees Relations Commission for the assignment of the arbitrator. Should the services of the aforesaid Commission not be available, then in such event the services of the American Arbitration Association shall be used.

The said grievant may within twenty (20) school days from the receipt of the aforesaid decision, file the grievance to arbitration. Such notice of intent may be filed with the District Secretary of the Board of Education at the Board Office.

C. Class Grievances:

1. All matters specifically contained in the written contract between the parties shall be considered proper subject matter for advisory arbitration.
2. Any contract matter having specific document reference shall be subject to advisory arbitration.

D. Individual Grievances:

1. Any member of the recognized unit may submit his personal grievance to final and binding arbitration provided said grievance is a term and condition of employment that directly affects the work or welfare of the unit member.
2. Said grievance shall be initiated by the individual affected.
3. Such matters that have a basis for interpretation, application, or violation of the existing contract as shall affect an individual member shall be considered proper subject matter for final and binding arbitration.

ARTICLE III - GRIEVANCE PROCEDURE Continued:

4. In the event a grievance, initiated by an individual, results in a determination that could affect more than one member of the unit, then in such event, the said determination shall henceforth apply to all cases having the same issue and the same claim for relief.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary costs of travel, subsistence expenses and the cost of a hearing room, if any, shall be borne equally by the Board and the individual grievant and/or Association as the case may then be. Any other expenses incurred shall be paid by the party incurring the same.

E. General Provisions as to Grievances and Arbitration:

1. No reprisals shall be taken by the Board or by any member of the school administration against any party in interest, school representative, association member or any other participant in the grievance procedure by reason of such participation. Nor shall the grievant take any action of reprisal against the Board or its representatives for such participation.
2. The filing or pending of a grievance shall in no way operate to impede or delay or interfere with the right of the Board to take any action complained of.
The grievant shall continue under the direction of the Superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
3. The party in interest may be represented at all stages of the grievance procedure by a person of his own choosing. However, the grievant shall not be represented by a representative or officer of any competing organization. If a grievant is not represented by the Association, the Association reserves the right to be present and submit its views and comments at all of the stages of procedure, except level one (1) of the said grievance procedure.
4. With the exception of level one of the informal step of procedure, failure to communicate the decision in writing relative to a grievance, within the stated time limit, shall permit the grievant to proceed to the next step. Failure at any step to act by the grievant within the time limit stated shall preclude the grievant from continuing his action.
5. Specified time limits in the procedural steps shall only be changed by mutual agreement, signed by the Superintendent of Schools, the Board President and the President of the Association.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and not made part of the personnel file of the participants.
7. The Association agrees that it will not bring or continue nor will not represent any employee in any grievance which is similar to a grievance denied by the decision rendered by and as a result of arbitration, and the Board agrees that it will apply to all like situations, the decision rendered as the result of arbitration sustaining a grievance.
8. In the course of investigating any grievance, representatives of the Association will report to the principal or representative in charge of the building visited, immediately upon their arrival and will orally state the purpose of their visit.
9. The parties shall avoid any interruption of school activities and further avoid the involvement of students in all phases of the grievance procedure, unless such students be required as witnesses.
10. Each grievance shall be initiated within five (5) school days from the occurrence of the cause for complaint. However, if neither the aggrieved nor/or the Association had knowledge of said occurrence at the time of happening, then the said grievance shall be initiated within five (5) school days of the first such knowledge by either the aggrieved or the Association. In no event, however, shall action be taken by any party as aforesaid later than six (6) months from the date of the occurrence. Board notices shall be considered as binding the Association and all members of the negotiating unit with knowledge of the subject matter related in said notices after such notices have been appropriately dated and posted.

ARTICLE III - GRIEVANCE PROCEDURE Continued:

11. A member of the association who is a party in interest in any grievance shall not serve as the Association representative in the processing of such grievance.
12. The parties in interest shall process grievances after the regular work day or at such other times which do not interfere with assigned duties; provided, however, upon the mutual agreement between the aggrieved, the Association and the Board, proceeding may be held during regular working hours. In such cases, the aggrieved, the Association representatives and others necessary to the hearing shall be released from assigned duties without loss of salary.
13. The Association covenants and agrees that during the life of this agreement, it will not engage in any illegal strike, or walkout, nor shall it engage in any illegal sanctions against the Board.
14. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers as granted by law.

ARTICLE IV

SCHOOL BOARD RIGHTS

The Association and the Board agree that the provisions of this Agreement are limited to hours, wages and working conditions of the employees covered and that no provision of this Agreement shall be construed or interpreted to restrain the Board's full and absolute right to the operation and management of the school district and to the determination of educational policy.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees that every employee shall enjoy all of the rights, privileges, immunities, benefits and protections as guaranteed and provided under and by virtue of the Constitution of the United States of America, the Constitution of the State of New Jersey, the Public Laws of the State of New Jersey, including, but not limited to, Chapter 303, Public Laws of 1968, cited NJRS 34:13.1-11 et seq., Title 18A, Education Law, State of New Jersey, the New Jersey Revised Statutes.
- B. The Board agrees to furnish to the Association in response to written requests to the District Secretary, all available public information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, register of secretarial personnel, tentative budgetary requirements and allocations, agendas and minutes of all Public Board meetings and census data.
- C. Whenever any representative of the Association or any administrative assistant 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.
- D. Representatives of the 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 as determined by the school building principal, provided that this shall not interfere with nor interrupt normal school operations.
- E. The Association and its representatives shall have the privilege to use school buildings for Association meetings with prior approval of the Superintendent of Schools. The principal of the school building in question shall be notified by the Association in advance of the time and place of all such meetings.
- F. The Association may have the privilege of using the inter-school mail facilities and school mail boxes.

ARTICLE VI

SALARIES

- A. The salaries of individuals covered by this contract include the implementation of longevity at the following schedule for all three years of this contract:

at the beginning of 10 years of service and every year after until next step.....\$ 550.00
at the beginning of 15 years of service and every year after until next step.....\$ 750.00
at the beginning of 20 years of service and every year after until next step.....\$1,050.00
at the beginning of 25 years of service and every year after until next step.....\$1,250.00

Increase in salaries for currently employed secretaries by 2.0%* for the 2012-2013 school year, 2.5%** for the 2013-2014 school year, and 2.25%*** for the 2014-2015 school year in accordance with the asterisk.

* \$865.01 per employee

** \$1,102.89 per employee

*** 2013-2014 salary increased by 2.25%

Retroactive salaries shall be paid no later than (30) days after the ratification and the signing of the successor collective negotiations agreement

Individual secretarial personnel are not entitled to an automatic annual salary increase. Said increase shall be paid subject to the recommendation of the Superintendent of Schools and approval by the Board of Education.

- B. Substitute Secretarial Services:

Every effort shall be made to provide substitute secretarial services for all school secretaries on a daily basis.

- C. Salary Payments:

Members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. When a payday falls on or during a school holiday, vacation, or weekend, members shall receive their paychecks on the last previous working day.

- D. Notification of Employment:

Notification of employment to secretaries for the ensuing school year shall be given by June 1st.

ARTICLE VII

DAILY WORK SCHEDULE

- A. Work Schedule - September through June*:

	<u>Staff</u>	<u>Days</u>	<u>Lunch</u>	<u>Hours Worked</u>
*	Central Office	M-Th	1 Hour	8:30 a.m. - 4:30 p.m.
	Buildings & Grounds	M-Th	1 Hour	7:30 a.m. - 3:30 p.m.
**	High School	M-Th	1 Hour	7:30 a.m. - 4:00 p.m.
***	Middle School	M-Th	1 Hour	7:30 a.m. - 3:45 p.m.
	Elementary Schools	M-Th	1 Hour	8:00 a.m. - 4:00 p.m.
****	Special Programs	M-Th	1 Hour	8:00 a.m. - 4:00 p.m.

- * Phones will be covered by a member of the Central Office Staff from 7:30 a.m.- 8:30 a.m.
** Hours in high school are staggered to cover phones from 7:30 a.m. - 4:00 p.m.
*** One secretary in the middle school will cover the office from 7:30 a.m. - 3:30 p.m.
**** Hours in special programs are staggered to cover phones from 7:45 a.m. - 4:00 p.m.

Friday shall be interpreted to mean the last day of the work week, i.e., if the weekends on Thursday, Thursday will be interpreted as the last day of the work week.

All secretaries housed in an elementary, middle or high school shall have a one-hour lunch Monday through Thursday. On Friday, lunch will be 45 minutes and dismissal will be 15 minutes earlier, with the permission of the immediate supervisor.

Central Office personnel to be dismissed 15 minutes earlier on Fridays with a 45-minute lunch. Rotation by secretarial staff to cover telephones until 4:30 p.m. with the permission of the immediate supervisor.

ARTICLE VII – DAILY WORK SCHEDULE Continued:

B. Work Schedule - Summer Months (July 1st - August 31st):

The work schedule during summer months shall consist of a six (6) hour workday schedule from 8:30 a.m. - 3:30 p.m. If required, and approved by the Superintendent of Schools, summer hours may be changed to provide custodial coverage for secretaries and the overall workday will remain the same.

C. Personal Illness on the Job:

If an administrative assistant works one hour into the a.m. session, she/he gets credit for a half day. If a secretary works one hour into the p.m. session, she/he gets credit for a full day, providing said secretary worked in the a.m. session as well.

D. Emergency Day Schedule:

Central Office Personnel: On call until 9:00 a.m. If an administrative assistant is called to work, administrative assistant will receive comp time. Transportation to and from the Board Office will be provided by the Board of Education if needed or requested.

All secretarial staff housed in school buildings are not required to report for duty.

E. Contract Year:

The contract year for twelve (12) month secretarial staff shall begin July 1 and end June 30 and shall consist of 236 days. Twelve-month administrative assistants will follow the twelve-month employee work calendar and will be entitled to the holidays set forth therein. The Superintendent shall establish the twelve-month employee work calendar prior to June 1 of each year. Vacation time for twelve-month secretaries will accrue as per Article XIII of the current contract.

ARTICLE VIII

OVERTIME

Assignments for secretarial personnel in excess of the normal seven hour work shift shall be paid at the rate of one and one-half times the individual's regular rate of pay for any time beyond seven hours per day.

ARTICLE IX

EMPLOYEE ABSENCE

A. Annual Sick Leave:

1. Each full-time, 12-month employee shall be allowed 12 days each year due to personal illness. Any unused days shall accumulate from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.

2. Members shall be given a written accounting of accumulated leave days no later than September 15th of each school year.
3. When sick leave exceeds such accumulated leave as said employee may have accrued, the employee shall receive his salary less the established substitute pay for a period equivalent to one week for each year said employee shall have been regularly employed in the public schools of Hawthorne. It is further provided that said employee shall, when absent for ten consecutive days, obtain a medical certificate from the attending physician stating that the employee is still under medical care and estimate the earliest possible date on which return to the position may be expected. When sick leave exceeds such accumulated leave as said employee may have accrued, the Board shall make disposition of individual cases according to the merits of the case.

ARTICLE IX - EMPLOYEE ABSENCE Continued:

4. There shall be a fund of \$1000 established to be divided equally among all who qualify as having perfect attendance for the preceding school year. No one person shall receive an amount exceeding \$250. Perfect attendance requires that no sick or personal days be used. Bereavement days or personal days used for the death of a brother-in-law or sister-in-law will not be held against an employee for this provision. Payment shall be made no later than July 15th following the closing school year.

B. Accumulated Unused Sick leave at Retirement:

Members, upon retirement, shall receive compensation for unused accumulated sick leave computed on the basis of \$35.00 (2012-2013, 2013-2014, 2014-2015) for each unused sick day.

Payment options for unused days shall be either one lump sum at retirement or six month payments effective immediately after retirement.

A secretarial or clerical employee shall be considered retired when he/she submits an application for retirement to the Pension Fund of which he/she is a member and the application is approved by the Pension Fund, thereby placing the individual on its rolls.

C. Approved Employee Absence:

1. Death in the Immediate Family - Upon the death of a member of the immediate family of the employee, said employee may be granted up to five (5) non-consecutive days leave without deduction of pay; said five days may be taken as non-consecutive days for no longer than a two-week period; if more is required, two days absence with deduction of substitute pay shall be allowed. Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, grandchild, or others residing in the same domicile at the time of death or illness. Employee shall be granted a three consecutive day leave without deduction of pay for death of ex-spouse.
2. Each employee shall be granted up to six (6) days each year for the purpose of attending to and specified as: Medical, Legal, Family Business, Reception of Academic Degree, death of a Close Friend, Death of Relative Other Than Immediate Family, Personal Emergency.

Notice of intent to use said absence shall be made in writing and given to the immediate supervisor at least three (3) days in advance, except in emergency. If more time is required, it shall be with the deduction of the recognized substitute pay and with the approval of the Board.

Barring unforeseen circumstances, every effort will be made by the employee not to take personal days the first or last day of school or immediately before or after a vacation.

Personal leave is not intended for vacation, personal convenience or pleasure. If the use of a personal day is proven abused, the employee's salary for that day shall be returned to the Board of Education.

Up to four (4) days not used shall accumulate as sick days and shall be so recorded in the district records.

The Superintendent of Schools will give the necessary approval for leave that meets with conditions set forth in this policy.

3. Government Mandates - There shall be no deduction of pay for absences due to recognized government mandates over which employee has no control except if drafted.
4. Maternity or child rearing leave shall be granted secretarial personnel for a period not exceeding two years, upon application to the Board. Request for maternity leave shall be submitted to the Superintendent of Schools a minimum of sixty days prior to its effective date.
5. Child Adoption - Anyone adopting a child shall receive leave similar to Section "4" which shall commence upon her receiving defacto custody of said child or earlier if necessary to fulfill the requirements for adoption.
6. 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 the secretary's immediate family. Additional leave may be granted for the purpose of caring for a sick member of the secretary's immediate family. Additional leave may be granted at the discretion of the Board. A sixty (60) day notice shall be given when feasible.
7. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE X

JOB OPENINGS

All vacancies in positions caused by death, retirement, discharge, resignation or by the creation of new positions shall be posted internally for a minimum of two working weeks, provided that the employee who has created the vacancy has also given at least two weeks notice, and equal opportunity given secretarial staff employed in the district.

Notices of all vacancies in positions which occur in the months of July and August shall be mailed to the president of the Association.

ARTICLE XI

EVALUATION

An evaluation report of each member of the secretarial staff shall be prepared and submitted to the Superintendent of Schools for his review and recommendations on an annual basis. All evaluations shall be completed prior to three working days before June 1. Board and the Association recognize that evaluation can be useful in the retention, guidance and promotion of staff members and is a guide to each member in the area of self-improvement.

1. Each employee shall be shown a copy of their ratings, or any other written evaluation of their work, prepared by their immediate supervisor and shall be given the opportunity to discuss the rating with the evaluator and append their comments before it is submitted to the Superintendent of Schools.
2. All such written evaluations must bear the signatures of both the evaluator and the employee and shall be placed in the personnel file of the employee.
3. The evaluation report shall be used as a guide of the employee's competency and the basis of the Superintendent's recommendation to receive a salary increase.
4. Each employee shall receive a copy of the written evaluation, which is on file with the Superintendent of Schools, for his or her personal use.

ARTICLE XII

FRINGE BENEFITS

A. Health and Medical Benefits:

Administrative Assistants shall be entitled to insurance coverage through the Horizon BCBSNJ Direct 10 School Employees Health Employees Benefits Program. Contributions for all health benefits costs will be consistent with state guidelines as soon as the coverage can be effectuated in the 2014-15 school year.

Beginning 2013-2014, employees will receive single Horizon BCBSNJ Direct Access coverage for the first three (3) years of employment, full dependent coverage at the Board's expense thereafter. Dependent coverage will be available at the employee's expense during the first three (3) years of employment.

B. Selected Dental Service Plan as follows:

The Board of Education agrees to pay the full premium of the Dental Service plan for each employee and dependent. The plan provided by the Board will be equivalent to or better than the dental plan that was in effect for the 2006-2009 school years.

C. Selected Prescription Plan as follows:

The Prescription plan will be provided by the Board and shall be a \$0 cost for mail in, \$15 cost for generic and \$20 cost of name brand and will be equivalent to or better than the plan that was in effect for the 2006-2009 school years.

D. Selected Optical Plan as follows:

The optical plan will be provided by the Board and shall be equivalent to or better than the plan that was in effect for the 2009-2012 school years.

E. Opt Out:

The Board of Education will offer an Opt Out Program for employees who have health benefits coverage through a spouse. The Opt Out Program will provide a financial incentive in the amount equivalent to 25% on the annual premium paid by the Board of Education and is based on the plans each employee is currently enrolled in.

This financial incentive will be paid twice a year and employees are eligible to re-enroll in the event of a life status change immediately or during the annual open enrollment period. A spreadsheet will be provided by the board listing the incentive amounts each year of the contract.

F. The district will keep a Section 125 plan on file.

ARTICLE XIII

VACATION POLICY

A. The policy which governs the vacation program of secretarial personnel shall be as follows:

1. Two weeks' vacation after completing one full year of service in the district.
2. Three weeks' vacation after completing five full years of employment in the district.
3. After ten full years of employment, the individual shall receive one additional day of vacation for each year of the succeeding five years of employment.
4. Four weeks' vacation after completing fifteen full years of employment.
5. Five weeks' vacation after completing twenty-five full years of employment.

When an employee is hired after July 1, vacation shall be prorated in the first year. The anniversary date shall be used to compute vacation entitlement based on the schedule above.

For example:

An employee hired on 1/1/98 will have earned 5 vacation days (prorated) as of 6/30/98. These 5 days can be used between 7/1/98 and 6/30/99. Each succeeding year the employee will earn 2 weeks' vacation which will become available on 7/1 of each year. At the employee's 5th year anniversary, 1/1/2003, the

employee will then have access to 1 additional week. On July 1, 2003, the employee will then have access to 2 more vacation weeks. Starting the 6th year, the employee will then have access to 3 weeks' vacation on every July 1 of each year. On their 10th year anniversary date, the employee will have access to one additional day on their anniversary date, the employee will have access to one additional day on their anniversary date of each succeeding year for 5 years.

...continued

ARTICLE XIII - VACATION POLICY Continued:

1/1/98		6/30/98	5 Days to be used between 7/1/98 - 6/30/99
7/1/98	(1yr)	6/30/99	2 Weeks to be used between 7/1/99 - 6/30/00
7/1/99	(2 yrs)	6/30/00	2 Weeks to be used between 7/1/00 - 6/30/01
7/1/00	(3 yrs)	6/30/01	2 Weeks to be used between 7/1/01 - 6/30/02
7/1/01	(4 yrs)	6/30/02	2 Weeks to be used between 7/1/02 - 6/30/03
Come 1/1/03 (5 year anniversary date) will have access to 1 week			
7/1/02	(5 yrs)	6/30/03	2 Weeks to be used between 7/1/03 - 6/30/04
7/1/03	(6 yrs)	6/30/04	3 Weeks to be used between 7/1/04 - 6/30/05
7/1/04	(7 yrs)	6/30/05	3 Weeks to be used between 7/1/05 - 6/30/06
7/1/05	(8 yrs)	6/30/06	3 Weeks to be used between 7/1/06 - 6/30/07
7/1/06	(9 yrs)	6/30/07	3 Weeks to be used between 7/1/07 - 6/30/08
Come 1/1/08 (10 year anniversary date) employee will have access to 1 additional vacation day that year and each succeeding year until their 15 year anniversary date.			
7/1/07	(10 yrs)	6/30/08	3 Weeks to be used between 7/1/08 - 6/30/09
7/1/08	(11 yrs)	6/30/09	3 Weeks to be used between 7/1/09 - 6/30/10
7/1/09	(12 yrs)	6/30/10	3 Weeks to be used between 7/1/10 - 6/30/11
7/1/10	(13 yrs)	6/30/11	3 Weeks to be used between 7/1/11 - 6/30/12
7/1/11	(14 yrs)	6/30/12	3 Weeks to be used between 7/1/12 - 6/30/13
Come 1/1/13 (15 year anniversary date) will have access to 1 week			
7/1/12	(15 yrs)	6/30/13	3 Weeks to be used between 7/1/13 - 6/30/14
7/1/13	(16 yrs)	6/30/14	4 Weeks to be used between 7/1/13 - 6/30/14
Come 1/1/23 (25 year anniversary date) will have access to 1 week			
7/1/23	(25 yrs)	6/30/23	4 Weeks to be used between 7/1/23 - 6/30/24
7/1/24	(26 yrs)	6/30/24	5 Weeks to be used between 7/1/24 - 6/30/25

- B. A maximum of five (5) vacation days may be carried over (for banking purposes) to future contract years. These days cannot accumulate beyond July 1 of any school year except and unless an employee is asked to defer vacation time by the Superintendent or his designee and the employee accepts the request.

Any administrative assistant, who has more than five (5) vacation days carried over from previous years, shall use the excess accumulated vacation days no later than the end of the 2016-2017 school year. If the administrative assistant who has more than five (5) vacation days carried over from previous years does not use the excess vacation days, he/she shall lose the excess vacation days.

ARTICLE XIV

HOLIDAYS

The Board guarantees fifteen (15) paid days off per year for Secretarial/Clerical personnel.

- When Christmas falls on Thursday, the following Friday may be allowed as an additional holiday with the approval of the Board of Education.
- Should the Board of Education grant an extended weekend for unused emergency days, this same benefit shall be extended to secretarial personnel.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. The Association agrees to furnish the School Board with a complete list of the names of all its officers and trustees not later than the 1st of October of the contract year.
- B. Effective January 1, 2014, titles of "secretary" shall be changed to "Administrative Assistant" and change "Senior Secretary" to Senior Administrative Assistant".
- C. Benefits granted to the public employee by virtue of prior agreement, not repealed, amended or supplemented by this agreement, shall remain in full force and effect as previously given.
- D. The Board will provide reimbursement for expenses incurred for professional days and for attendance at courses geared to the secretary and/or office management subject to the approval of the Superintendent of Schools whose decision shall be final.
- E. Any employee who is transferred shall have his/her necessary effects moved by district personnel as needed. The relocation shall be accomplished during regular working hours.
- F. In the event of a reduction in force, the parties agree that secretaries will be laid off in the inverse order of seniority.
- G. Every reasonable effort will be made to avoid a situation where a secretary is left alone in a school or central office location.
- H. Representation Fee:

- 1. Purpose of Fee

If an employee does not become a member of the Association during any dues year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee shall be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

- 2. Notification and Amount of Fee

Prior to the beginning of each dues year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association to its own members for the dues year. The Association shall provide the Board with a copy of the "demand and return system" established by the Association pursuant to N.J.S.A. 34:13A-5.6. The representation fee to be paid by non-members will be computed annually by the Association in accordance with N.J.A.C. 19:17-3.4. The Board shall be notified of the amount of said representation fee.

- 3. Payroll Deduction Schedule

The Board will deduct the representation fee in prorated installments from the paychecks paid to each bargaining unit employee listed by the Association as a non-member. The deduction will begin with the first paycheck paid:

- a. Ten days after receipt of the aforesaid list by the Board, or
- b. Thirty days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was re-employed in the bargaining unit from a re-employment list, in which event the deduction will begin with the first paycheck paid ten days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. Procedures - except as otherwise provided in this Article, the procedures for the deduction of representation fees and the transmission of such fees to the Association will

be the same as those used for the deduction and transmission of regular membership dues to the Association.

- d. Changes - the Association will notify the Board in writing of any changes in the list of non-member unit employees and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten days after the Board receives said notice; subject, however, to the thirty day waiting period for new bargaining unit employees described in Paragraph C-2 above.
- e. New Employees - On or about the last day of each month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

4. The Association agrees to save the Board of Education, its members, agents, officers, and employees harmless from any and all claims related to or arising out of the deduction and transmission of representation fees from non-member employees and to fully indemnify the Board of Education, its members, agents, officers and employees for any and all expenses, fees, or costs, including attorneys' fees, incurred with any such claim.

I. When new computer programs or computer software is purchased by the Board, for use by the secretaries, the secretaries shall receive appropriate instruction on the use of that program or software. The Superintendent shall determine the type and extent of training that is appropriate based on the complexity of the program or software, the experience of the secretaries, input from computer technology professionals and input from the secretaries.

- J. 1. The Board of Education recognizes that school administrative assistants, as non-certified personnel, are not responsible for students in the office or in the adjacent hallway, either for disciplinary reasons or because the student has no transportation home. In the event of an emergency situation, the school administrative assistant will seek immediate help. She will:
- a. contact the school administrator or covering administrator, if available
 - b. contact the designated second in command in the absence of an administrator, if available
 - c. contact central office administration
 - d. contact the police, if no certified personnel can be reached.

Based on the severity of the situation and the nature of the emergency, the above sequence may be altered.

2. School administrative assistants shall not be expected to provide any services normally performed by the school nurse. At no time shall a school administrative assistant be expected to provide medical or first aid services outside of her qualifications. In the absence of the school nurse, the school secretary will seek immediate help. She will:
- a. contact the regular nurse to return immediately to her office if the nurse is in the building, or
 - b. call a school nurse who is available at the nearest school in the district.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2015, 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 it is expressly understood that it shall expire on the date indicated unless extended in writing.

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

HAWTHORNE EDUCATIONAL
SECRETARIES' ASSOCIATION

HAWTHORNE
BOARD OF EDUCATION

Linda B. Gorun

Linda B. Gorun, President

6/25/14

Michele Hyams

Michele Hyams, President

7/22/14

Jeri Kavanagh

Jeri Kavanagh, Secretary

6-26-14

Anthony Juskiewicz

Anthony Juskiewicz
Board Secretary/Business Administrator

6-26-14

Appendix A

2012-13 Salary Guide

FTE	LAST	FIRST	LONG. YRS	11-12 BASE	INCREASE	12-13 BASE	LONG \$	TOTAL
1	Courtney	Maria	17	\$40,626.62	\$865.01	\$41,493.63	\$750.00	\$42,241.63
1	Flaker	Kathryn	12.38	\$38,081.96	\$865.01	\$38,946.97	\$550.00	\$39,496.97
1	Glodzik	Monica	21.67	\$42,354.42	\$865.01	\$43,219.43	\$1,050.00	\$44,269.43
1	Gorun	Linda	32.96	\$56,722.84	\$865.01	\$57,587.85	\$1,250.00	\$58,837.85
1	Harte	Gail	10	\$37,226.16	\$865.01	\$38,091.17	\$550.00	\$38,641.17
1	Hartmann	Donna	14.01	\$40,626.61	\$865.01	\$41,491.62	\$550.00	\$42,041.62
1	Huster	Gina	4.04	\$32,798.00	\$865.01	\$33,663.01	\$0.00	\$33,663.01
1	Kavanagh	Jeri	22.63	\$48,740.50	\$865.01	\$49,605.51	\$1,050.00	\$50,655.51
1	Kirkman	Kathy	14	\$40,626.61	\$865.01	\$41,491.62	\$550.00	\$42,041.62
1	Maher	Janice	24.1	\$52,626.33	\$865.01	\$53,491.34	\$1,050.00	\$54,541.34
1	Minimi	Susan	21.1	\$52,626.33	\$865.01	\$53,491.34	\$1,050.00	\$54,541.34
1	Savage	Carol	25.3	\$42,354.41	\$865.01	\$43,219.42	\$1,250.00	\$44,469.42
1	Stapleton	Patricia	16.23	\$47,327.67	\$865.01	\$48,192.68	\$750.00	\$48,942.68
1	Turco	Trish	9.95	\$38,074.22	\$865.01	\$38,939.23	\$0.00	\$38,939.23
1	Vanderfliet	Joanne	5.94	\$33,871.81	\$865.01	\$34,736.82	\$0.00	\$34,736.82
1	Voss	Lynn	5.42	\$47,323.39	\$865.01	\$48,188.40	\$0.00	\$48,188.40

2013-14 Salary Guide

FTE	LAST	FIRST	LONG. YRS	12-13 BASE	INCREASE	13-14 BASE	LONG \$	TOTAL
1	Courtney	Maria	18	\$41,493.63	\$1,102.89	\$42,594.52	\$750.00	\$43,344.52
1	Flaker	Kathryn	13.38	\$38,946.97	\$1,102.89	\$40,049.86	\$550.00	\$40,599.86
1	Glodzik	Monica	22.67	\$43,219.43	\$1,102.89	\$44,322.32	\$1,050.00	\$45,372.32
1	Gorun	Linda	33.96	\$57,587.85	\$1,102.89	\$58,690.74	\$1,250.00	\$59,940.74
1	Harte	Gail	11	\$38,091.17	\$1,102.89	\$39,194.06	\$550.00	\$39,744.06
1	Hartmann	Donna	15.01	\$41,491.62	\$1,102.89	\$42,594.51	\$750.00	\$43,344.51
1	Huster	Gina	5.04	\$33,663.01	\$1,102.89	\$34,765.90	\$0.00	\$34,765.90
1	Kavanagh	Jeri	23.63	\$49,605.51	\$1,102.89	\$50,708.40	\$1,050.00	\$51,758.40
1	Kirkman	Kathy	15	\$41,491.62	\$1,102.89	\$42,594.51	\$750.00	\$43,344.51
1	Maher	Janice	25.1	\$53,491.34	\$1,102.89	\$54,594.23	\$1,250.00	\$55,844.23
1	Minimi	Susan	22.1	\$53,491.34	\$1,102.89	\$54,594.23	\$1,050.00	\$55,644.23
1	Savage	Carol	26.3	\$43,219.42	\$1,102.89	\$44,322.31	\$1,250.00	\$45,572.31
1	Stapleton	Patricia	17.23	\$48,192.68	\$1,102.89	\$49,295.57	\$750.00	\$50,045.57
1	Turco	Trish	10.95	\$38,939.23	\$1,102.89	\$40,042.12	\$550.00	\$40,592.12
1	Vanderfliet	Joanne	6.94	\$34,736.82	\$1,102.89	\$35,839.71	\$0.00	\$35,839.71
1	Voss	Lynn	6.42	\$48,188.40	\$1,102.89	\$49,291.29	\$0.00	\$49,291.29

Appendix A

2014-15 Salary Guide

FTE	LAST	FIRST	LONG. YRS	13-14 BASE	INCREASE	14-15 BASE	LONG \$	TOTAL
1	Courtney	Maria	19	\$42,594.52	\$958.38	\$43,552.90	\$750.00	\$44,302.90
1	Flaker	Kathryn	14.38	\$40,049.86	\$901.12	\$40,950.98	\$550.00	\$41,500.98
1	Glodzik	Monica	23.67	\$44,322.34	\$997.25	\$45,319.57	\$1,050.00	\$46,369.57
1	Gorun	Linda	34.96	\$58,690.74	\$1,320.54	\$60,011.28	\$1,250.00	\$61,261.28
1	Harte	Gail	12	\$39,194.06	\$881.87	\$40,075.93	\$550.00	\$40,625.93
1	Hartmann	Donna	16.01	\$42,594.51	\$958.38	\$43,552.89	\$750.00	\$44,302.89
1	Kavanagh	Jeri	24.63	\$50,708.40	\$1,140.94	\$51,849.34	\$1,050.00	\$52,899.34
1	Kirkman	Kathy	16	\$42,594.23	\$958.38	\$43,552.89	\$750.00	\$44,302.89
1	Maher	Janice	26.1	\$54,594.23	\$1,228.37	\$55,822.60	\$1,250.00	\$57,072.60
1	Minimi	Susan	23.1	\$54,594.23	\$1,228.37	\$55,822.60	\$1,050.00	\$56,872.60
1	Savage	Carol	27.3	\$44,322.31	\$997.25	\$45,319.56	\$1,250.00	\$46,569.56
1	Stapleton	Patricia	18.23	\$49,295.57	\$1,109.15	\$50,404.72	\$750.00	\$51,154.72
1	Turco	Trish	11.95	\$40,042.12	\$900.95	\$40,943.07	\$550.00	\$41,493.07