

**HILLSDALE
BOARD OF EDUCATION**

**HILLSDALE
EDUCATION ASSOCIATION**

SECRETARIES AGREEMENT

FOR THE PERIOD

July 1, 2008 -- June 30, 2011

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ARTICLE I
RECOGNITION

The Hillsdale Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association as the exclusive negotiating representatives in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all secretaries in the schools and central office who are or wish to become members during the duration of this Agreement exclusive of the Secretary to the Superintendent of Schools, Secretary to the Business Administrator, Payroll Clerk, Accounts Payable Clerk, and those who are employed for less than twenty five (25) hours per week.

NOTICE TO PARTIES

All notice or communications by and between the parties shall be as below:

If by the Association to the Board:

Superintendent of Schools
32 Ruckman Road
Hillsdale, New Jersey 07642

If by the Board to the Association:

Association President
School Building Address or Home Address

The Association shall be required to notify the Superintendent of Schools of the home and school address of the Association President within five (5) calendar days of the date of taking office.

The use of masculine or feminine gender in this agreement shall be construed as including both genders and not as sex limitations.

ARTICLE II
GRIEVANCE PROCEDURE

Definition

- A. "Grievance" shall mean a complaint by an employee of the Public School System or the Hillsdale Education Association who claims that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of the contract, an administrative decision, including a disciplinary determination and/or an established policy governing the employees' terms and conditions of employment. The term "grievance" shall not apply to:
1. any matter for which a method of review is prescribed by law; or
 2. any rule or regulation of the State Commissioner of Education, or
 3. complaint of a nontenure employee which arises by reason of his not being reemployed.

A grievance to be considered under this procedure must be initiated by the employee or Hillsdale Education Association within thirty (30) calendar days of its occurrence, assuming the employee or Hillsdale Education Association could reasonably be expected to do so.

Procedure

Level I Principal, Supervisor of Special Services for Special Services Secretary
(Informal)

Any employee who has a grievance shall discuss it orally with her Principal, Supervisor of Special Services, or Business Administrator in an attempt to resolve the matter informally at that level.

Level II Principal, Supervisor of Special Services, Business Administrator

If as a result of the discussion the matter is not resolved to the satisfaction of the employee within ten (10) school days, she shall set forth her grievance in writing to the Principal, Supervisor of Special Services, or Business Administrator specifying:

1. The nature of the grievance including what contract provisions, Board Policy, or Administrative decision is being grieved and the remedy is being sought.
2. The nature and extent of the injury, loss, or inconvenience.
3. The results of the previous discussions.

The Principal, Supervisor of Special Services, or Business Administrator shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written Grievance.

Level III Superintendent

The employee may appeal the Principal's, Supervisor of Special Services', or Business Administrator's decision to the Superintendent of Schools within ten (10) school days. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal, Supervisor of Special Services, or Business Administrator, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee.

Level IV Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within ten (10) school days. 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 within ten (10) school days. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or within thirty (30) calendar days of the date of the conclusion of the hearing with the employee.

Level V Arbitrator

If the employee is dissatisfied with the decision of the Board of Education, the Education Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision in writing of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting arbitration on items which are consonant with the definition of grievance.

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall be bound by P.E.R.C. rules in the selection of an arbitrator.
2. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall only be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the hearings.

Cost: The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Hillsdale Education Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III
VACATION – HOLIDAYS

B. Vacation

1. Twelve-month employees are entitled to two weeks' annual Summer vacation after one full year of service; three weeks after five full years; and four weeks after twelve (12) full years. After eight (8) full years of service, an employee shall receive one (1) additional day vacation for each full year of service up to a maximum of four (4) weeks. For less than one full year of service prior to July 1, an employee will receive one day's Summer vacation for each full month served to a maximum of ten work days. Vacations should usually take place between July 1 and August 31 as requested by the employee and approved by the Superintendent. Unused vacation days may be carried into the following year subject to the approval of the Superintendent.

C. Holiday

1. School building office personnel and Child Study Team office personnel shall follow the school calendar adopted annually by the Board of Education.
2. Secretaries will be guaranteed a minimum of six (6) holidays based on the number of closings for religious observances in the fall and the winter holiday break in February.

ARTICLE IV
TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following leaves of absence with full pay for each school year. For less than full-time employees, application of this Article shall be prorated accordingly. Leaves taken pursuant to this Article shall be in addition to any sick leave to which an employee is entitled under the law, twelve (12) days for twelve-month employees and ten (10) days for ten-month employees). Copies of applicable sections of Title 18A, New Jersey Statutes, will be provided in the Non-certificated Employee Handbook.

A. Personal Days

1. Five (5) days for personal, legal, business, household, paternity or family matters which require absence during school hours. Notification to the Superintendent through the Building Principal or immediate supervisor of personal leave shall be made at least three (3) days before taking such leave except in the case of emergency. The employee shall not be required to state a reason for taking such leave other than she is taking it under this section, except in the event the employee is to take such a day immediately before or after a holiday in the Hillsdale School District. In such case, the employee shall give the specific reasons, in writing, for such day(s) and shall be subject to a salary reduction of 1/480 of his/her annual salary for each day taken. This reduction may be waived by the Superintendent. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.
2. Absence initiated by the Administration or Board for employees to attend meetings or conventions concerning school business shall not be credited to the above provision.

B. Death in The Immediate Family

1. Up to five (5) days at any one time in the event of death of an employee's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister- or brother-in-law, or any other member of the immediate household.

C. Death Outside The Immediate Family

1. One (1) day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of a substitute.
2. In the event of the death of a teacher, employee or student in the school district, a representative number of employees, such number to be at the Superintendent's discretion, in consultation with the Building Principal and Association leadership, shall be granted time off to attend the funeral. Personal Days, as described in Part A. above, may not be used to circumvent this section.

D. Illness or Emergency in Immediate Family (As defined in B. of this Article) The employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee may claim two (2) additional days at the rate of salary less the established rate of substitute pay, during any school year for the same purpose. In no case will a salary allowance for absence due to illness in the immediate family be granted beyond the five (5) days during any school year. Application of this clause shall be made through the Superintendent's office.

E. Military

1. Time necessary for persons called into temporary active duty of unit of The U. S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. This will be in accordance with statutory requirements.

ARTICLE V
EXTENDED LEAVES OF ABSENCE

- A. Military - Any employee who is inducted or enlists in any branch of the armed forces of the United States shall be granted a leave of absence, without pay, for the period of said induction or initial enlistment.
- B. Child Care (Maternity-Paternity) Leave for employees under this section shall be in compliance with the Family Leave Act S-2035 C.261-1989, with the following additions:
1. A female employee shall notify the Superintendent of her pregnancy, in writing, accompanied by her physician's note stating expected date of delivery, at least twelve (12) weeks prior to the requested commencement date of the leave unless a shorter period of time for such notice is made necessary by the medical condition of the employee.
 2. Child Care Leave shall commence on a date mutually acceptable to the employee and the Board of Education, with exact dates of the leave to be arranged, if possible, with the least disruption to the operation of the school system.
 - a. The Board need not grant or extend the leave of absence of any nontenured employee beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.
 - b. The grant of Child Care Leave to a nontenured employee shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S.A. 18A:27-10 for any school year or portion of a school year in which such leave is granted.
 - c. If a tenured employee wishes to return to work after the close of the school year, she may do so at the beginning of the first or second September 1st (if the date of leave is during the school year) or the second September 1st (if the child is born during July or August) provided she gives the Board notice in writing on or before March 1st of the year she intends to return. If a tenured employee wishes to return to school on the first February 1st following the date she left, she must give notice in writing to the Board by the previous November 1st.
 3. No employee shall be removed from her duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
 - a. Her performance has substantially declined from the accepted standard of performance established for the employees in which such person is employed.

- b. The employee 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 third physician jointly selected by the Board's and the employee's physician whose opinion on medical capacity shall be final and binding.
 - c. Any other grounds for which a nonpregnant employee may be removed.
- 4. An employee adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

C. Illness in The Immediate Family

(Immediate family as defined in Article IV, B.)

- 1. A leave under this section shall be in compliance with the Family Leave Act, S-2035 C.261-1989 with the following addition: A leave of absence without pay up to one year may be granted for the purpose of caring for a member of the employee's immediate family.

D. Good Cause

- 1. Other leaves of absence up to one year without pay may be granted by the Board for good reason such as, but not limited to, appointment or election to serve in a full-time position of State or National professional or Governmental organization or agency, career or life re-evaluation, temporary reassignment of employee's spouse, with the following restrictions:
 - a. To be eligible an employee must have seven (7) years of service in the district.
 - b. The leave must be taken from September 1 - June 30 of a given school year.
 - c. Only one person per year will be granted a leave under this section on a first come first serve basis.
 - d. The leave is subject to the approval of the Superintendent of Schools.

E. Return from Leave

- 1. Employees on extended leaves of absence shall notify the Administration before March 1st of his/her desire to return effective September 1st.

ARTICLE VI
WORK HOURS

- A. All secretaries shall work a seven (7) hour day, excluding lunch period, five (5) days per week. The starting time shall be set by the Building Principal or, in the case of the Supervisor of Special Services Secretary, by the Supervisor of Special Services.
- B. All secretaries shall be entitled to one fifteen (15) minute break per day.

ARTICLE VII
SALARIES

- A. Salaries for all full-time secretaries shall be as set forth in this Agreement. Part-time secretaries (working 25 hours or more) shall be paid a proportionate amount of the appropriate salary guide step.
- B. Increases are not automatically granted. A satisfactory rating upon evaluation by the appropriate Administrator each year is essential for an increase to be granted. Withholding of an increment will be done in accordance with Title 18A:29-14.
- C. Secretaries hired before January 1 will be entitled to move to the next step on guide in accordance with item two (2) above. Secretaries hired after January 1 will repeat the step on guide.
- D. The Board of Education agrees to compensate secretaries who have completed the following years of service in the Hillsdale School System at the indicated increase in base salary.

| TIER I | | TIER II | |
|--------------------------------|--------|-----------------------------------|--------|
| Employed Prior to July 1, 1999 | | Employed On or After July 1, 1999 | |
| 10 Years | \$1150 | 21 Years | \$1500 |
| 15 Years | \$1400 | | |
| 18 Years | \$1900 | | |
| 21 Years | \$2400 | | |
| 24 Years | \$2900 | | |

Such service shall be completed prior to July 1 for twelve-month employees. No credit shall be given for those years in which there were unpaid leaves of absences.

ARTICLE VIII
HEALTH PROGRAM COVERAGE

A. Health Plan

1. The Board will pay the full premium for individuals eligible under State law and eligible dependents for all health insurance presently included in the New Jersey State Health Benefits Program. (Eligible employees are defined as employees working twenty-five (25) hours or more per week.) Employees hired prior to July 1, 1999, who worked more than twenty two (22) hours per week during the 1998-99 school year, whose work hours are subsequently reduced to twenty (20) or more will continue to receive all benefits as outlined above. In addition, employees who worked more than twenty-two (22) hours during the 2004-05 school year will continue to receive all benefits as outlined above as long as they continue to work a minimum of twenty-two (22) hours in the Hillsdale School District.
2. The School Employees' Health Benefits Program of the State Health Benefits Program shall be the base medical plan for all employees.

B. Dental Plan

1. The Board shall provide for coverage of eligible employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan, which is mutually accepted. An "eligible employee" under this Paragraph B of this Article VIII shall be an employee who is eligible to receive the Health Plan Benefits of Paragraph A of this Article VIII and was employed by the Board prior to July 1, 1995. Employees hired on or after July 1, 1995, will be subject to a twenty-five (25) percent co-pay for their initial three (3) years of employment.

ARTICLE IX
PAYMENT FOR UNUSED SICK LEAVE

- A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies shall receive payment for unused sick leave. To be eligible to receive such payment, the employee must satisfy all of the following conditions.
1. The employee must have at least thirteen (13) years of service in the Hillsdale School District as of the effective date of retirement or the date of death. In computing the required thirteen (13) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer shall not be counted.
 2. The employee must have at least sixty-five (65) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required number of days of accumulated sick leave, only sick leave days accruing under the provisions of N.J.S.A. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.
 3. Where the claim for payment of unused sick leave is based upon the retirement of the employee, the employee must have filed a bona fide application for retirement with the Public Employees' Retirement System of New Jersey under the applicable provisions of law and the application so filed must request the payment of a pension commencing immediately on the effective date of the employee's retirement from the Hillsdale School District; it being the intention of the parties to this agreement that a deferred retirement of the employee shall not qualify for the payment of unused sick leave.
 4. A written application requesting payment for unused sick leave shall be filed by or on behalf of the employee with the Hillsdale Board of Education no later than twelve (12) calendar months immediately following the effective date of retirement or the date of death of the employee, whichever shall first occur. In no event shall payment for unused sick leave be made if the required application is filed after the expiration of the twelve (12) month period.
- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board of Education at least six (6) calendar months prior to the effective date of retirement, but no later than January 15, in order to receive payment during the next school budget year. The written notice shall specify the effective date of retirement.

A written notice of intention to retire complying with the provisions of this Paragraph B may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (4) of Paragraph A of this Article IX, if such written notice of intention to retire is filed prior to the expiration of the twelve (12) month time period

specified in said Section (4) of Paragraph A; it being the intention of the parties to this agreement that no payment for unused sick leave shall be paid to any employee unless either the written application specified in Section (4) of Paragraph A or the written notice of intention to retire specified in this Paragraph B is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (4) of Paragraph A.

- C. Payment for unused, accumulated sick leave under this Article IX shall be at the rate of \$58.00 per day (2008-2009), \$58.00 per day (2009-2010) and \$63.00 per day (2010-2011) for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum of \$13,750 (2008-2009), \$14,000 (2009-2010), and \$14,250 (2010-2011). Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Effective with the 2005-06 school year, sick leave days accumulated by an employee while serving in a part-time position (less than 25 hours per week) shall not be eligible for payment. No payment shall include interest of any kind.
1. When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
 2. When the employee is deceased at the time of payment of this benefit, payment shall be made to the person named by the employee as beneficiary to receive this benefit on a "Beneficiary Designation" form, provided by the Hillsdale Board of Education. If the employee shall fail to name a beneficiary to receive this benefit or if the person so named shall be deceased at the time of payment of this benefit, payment shall be made to the employee's estate.

ARTICLE X
REPRESENTATION FEE

- A. Purpose. If any employee does not become a member of the Association during any membership year (i.e., September 1 to the following August 31), said employee will be required to pay a representation fee to the Association for that 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.
- B. Notification. 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 determined by the Association in accordance with the law.
1. On or about September 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit.
 2. On or about December 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
 3. The Association will notify the Board in writing of any changes in the list provided for in the preceding paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.
 4. On or about the last day of each month, beginning with the 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, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
- C. Deduction and Transmission of Fee.
1. The Board will deduct from the salaries of the employees referred to in paragraph 2 of the preceding subsection the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
 2. If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. Indemnification. In consideration of the Board's participation as set forth herein, the Association agrees to indemnify, defend, and hold harmless the Board from any claim, suit, or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses that may arise out of any action taken or not taken by the Board pursuant to this Article.

ARTICLE XI
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2008, and shall continue in effect for a period of three years ending June 30, 2011, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 2011, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION, INC.

BY:

President

BY:

Secretary

HILLSDALE BOARD OF EDUCATION

BY:

James D. Hayden, Jr.
President

BY:

Lirca Garcia
Secretary

HILLSDALE BOARD OF EDUCATION
SECRETARIES' SALARY GUIDE

| STEP | | 2008-2009 | | 2009-2010 | | 2010-2011 |
|-------------|--|------------------|--|------------------|--|------------------|
| 1 | | 30,833 | | 33,477 | | 37,418 |
| 2 | | 31,655 | | 34,230 | | 38,166 |
| 3 | | 32,446 | | 35,000 | | 38,929 |
| 4 | | 33,257 | | 35,787 | | 39,708 |
| 5 | | 34,088 | | 36,592 | | 40,502 |
| 6 | | 34,940 | | 37,415 | | 41,312 |
| 7 | | 35,814 | | 38,257 | | 42,138 |
| 8 | | 36,709 | | 39,118 | | 42,981 |
| 9 | | 38,805 | | 39,998 | | 43,841 |
| 10 | | 40,902 | | 42,228 | | 44,718 |
| 11 | | 42,999 | | 44,458 | | 46,718 |
| 12 | | 45,096 | | 46,688 | | 48,718 |
| 13 | | 47,193 | | 48,918 | | 50,718 |