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SECRETARIES

HILLSDALE, NEW JERSEY

AGREEMENT FOR 1986-87

1987-88

KT 10/17/86 June 30, 1988

ARTICLE II (cont'd)

Level Five - Arbitrator

If the employee is dissatisfied with the decision of the Board of Education the employee or 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.

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

- (a) 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.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine, within 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues 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 30 days of the completion of the hearings.

Costs

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

Vacation

1. Ten-month employees are employed from the period of and including September 1 through June 30. Their vacations during that period shall be the same as the recess offered students, except for the periods after the close of schools in June and before the opening of schools in September. Ten-month employees are entitled to the Labor Day holiday.
2. 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 fifteen full years. After ten 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. Twelve-month employees hired prior to April 23, 1979 will continue to be entitled to four weeks annual vacation.

Holidays

School building office personnel shall follow the school calendar adopted annually by the Board of Education.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

Secretaries shall be entitled to the following leaves of absence with full pay school year.

A. Five days for personal, legal, business, household, paternity or family matter. which require absence during school hours. Application to the principal or immediate supervisor (CST Chairman for CST Secretary) for personal leave shall be made, in writing, at least two days before taking such leave except in the case of an emergency. The applicant shall be required to state that she is taking a personal leave day. If the employee is to take such a day immediately before or after a holiday in the Hillsdale School District, the employee shall give the specific reasons, in writing, for such day.

B. DEATH IN THE IMMEDIATE FAMILY

Up to five 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

One day in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted with pay, less the established rate of substitute.

D. ILLNESS OR EMERGENCY IN IMMEDIATE FAMILY

The regular full-time 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.

E. SICK LEAVE

10 days cumulative per year for 10-month employees

12 days cumulative per year for 12-month employees

ARTICLE V

WORK HOURS

All secretaries shall work a 7-hour day, excluding lunch period, 5 days per week. The starting time shall be set by the building principal or, in the case of the C.S.T. secretary, by the C.S.T. chairman.

Secretaries who were originally employed to work a 32½ hour week prior to the adoption of Board Policy No. 428 on October 21, 1974, will continue to work the reduced work schedule (32½ hours.)

ARTICLE VI

SALARIES

Salaries for all full-time secretaries shall be as set forth in this Agreement.

ARTICLE VII

HEALTH PROGRAM COVERAGE

A. HEALTH PLAN

The Board will pay the full premium for individuals and dependents for all health insurance presently included in the New Jersey State Health Benefits Program.

B. DENTAL PLAN

The Board shall provide for coverage of employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually acceptable.

ARTICLE VIII

PAYMENT FOR UNUSED SICK LEAVE

A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies on or after July 1, 1983 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 retirement or death of the employee must occur on or after July 1, 1983. Employees who retired or died prior to that date are not eligible.
- (2) The employee must be an employee who is covered by the terms and conditions of this collective bargaining agreement as set forth in Article I hereof. An otherwise eligible employee who has satisfied the requirements of this Section (2) of Paragraph A by service in a full time position and who is subsequently involuntarily transferred by action of the Hillsdale Board of Education to a part time position shall be deemed to satisfy the requirements of this Section (2) of Paragraph A; it being the intention of the parties to this Agreement that payment for unused sick leave to an otherwise eligible employee shall not be denied solely because of such transfer.
- (3) The employee must have at least fifteen (15) years of service in the Hillsdale School District as a full time employee under contract as of the effective date of retirement or the date of death. In computing the required fifteen years of service, any paid or unpaid leave of absence having a time duration of one-half of a calendar year or longer shall not be counted.
- (4) The employee must have at least seventy-five (75) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required seventy-five 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. Sick leave days accumulated by an employee while serving in a part time position shall not be counted.

(5) 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.

(6) 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. The written notice shall specify the effective date of retirement. Where such written notice is given by the employee later than six (6) months prior to the effective date of retirement, the Hillsdale Board of Education may, in its discretion, withhold any payment due to the employee under this Article VIII for a period not to exceed six (6) months immediately following the date on which such notice is actually received by the Board. 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 (6) of Paragraph A of this Article VIII 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 (6) 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 (6) 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 (6) of Paragraph A.

C. Payment for unused, accumulated sick leave under this Article VIII shall be at the rate of \$30.00 per day 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 days of unused sick leave accumulated by the employee shall not exceed the total sum of \$7,500.00. 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. Sick leave days accumulated by an employee while serving in a part time position 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 executor or administrator of the employee's estate.

D. It is understood and agreed by and between the parties hereto that all or any part of the subject matter set forth in this Article XII of this Agreement shall not be the subject of collective bargaining negotiations between the parties hereto until such time as collective bargaining negotiations take place between the parties hereto for the contract for the 1991-1992 school year; it being the intention of the parties hereto that payment for unused sick leave shall be deemed to be a non-negotiable item in collective bargaining negotiations until that time.

ARTICLE IX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1986 and shall continue in effect for a period of two years ending June 30, 1988, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1988, 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

BY



ARLENE BERMAN
President


BY



PATRICIA MEISTERICH
Secretary

HILLSDALE BOARD OF EDUCATION

BY



JOHN J. LEE
President

BY



MICHAEL A. COLUCCI
Secretary

HILLSDALE BOARD OF EDUCATION
HILLSDALE, NEW JERSEY

SCHEDULE A

SECRETARIAL SALARIES

	<u>1986-87</u>	<u>1987-88</u>
A.	\$21,752. + \$1,000. (L)	\$24,362. + \$1,000. (L)
B.	20,420. + \$ 500. (L)	22,870. + \$ 500. (L)
C.	18,542. + \$ 350. (L)	20,767. + \$ 350. (L)
D.	13,144. + \$ 350. (L)	14,721. + \$ 350. (L)
E.	15,148.	16,966.
F.	18,882.	21,148.
G.	10,976.	12,293.

SCHEDULE A-1

INTEGRAL ASPECTS OF THE SALARY PROVISIONS

1. Increases are not automatically granted. A satisfactory rating upon evaluation by the Building Principal (CST Chairman in the case of CST Secretary) each year is essential for an increase to be granted.
2. The Board of Education agrees to compensate secretaries who have completed the following years of service in the Hillsdale School System at the indicated annual stipend:

Commencing July 1, 1986

10 years	\$ 350.00
15 years	500.00
18 years	1,000.00
21 years	1,500.00
24 years or more	2,000.00

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