

4-2175

02-27

HILLSDALE BOARD OF EDUCATION +

Ed. Assoc.  
XX (SECRETARIES)

HILLSDALE, NEW JERSEY

X AGREEMENT FOR 1981-82  
1982-83

LIBRARY  
Institute of Management and  
Labor Relations

AUG 5 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
I.	Recognition . . . . .	1
II.	Grievance Procedure . . . . .	2
III.	Vacation - Holidays . . . . .	3
IV.	Temporary Leaves of Absence . . . . .	4
V.	Work Hours . . . . .	5
VI.	Salaries . . . . .	6
VII.	Health Program Coverage . . . . .	7
VIII.	Duration of Agreement . . . . .	8

SCHEDULES

A.	Secretarial Salaries 1981-82, 1982-83 . . . . .	A
A-1.	Integral Aspects of the Salary Provisions . .	A-1

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 full-time employees in the classifications set forth as follows:

Secretaries

- 10-month and 12-month Secretaries to Building Principals  
(including Media)
- Secretary to Child Study Team

but excluding

Secretaries who have duties and responsibilities that give them access to Board materials and information of a confidential nature.

This recognition shall not impair the rights of any employee or group of employees under Section 19, Article I of the New Jersey Constitution.

NOTICE TO PARTIES

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

If by the Association to the Board:

Board President  
Office of the School Business Administrator  
32 Ruckman Road  
Hillsdale, NJ 07642

If by the Board to the Association:

Association President  
School Building Address or Home Address

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

ARTICLE II

GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Public School System or the Hillsdale Education Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of the contract and/or an established policy governing employees except that the term "grievance" shall not apply to:

- (a) any matter for which a method of review is prescribed by law; or
- (b) any rule or regulation of the State Commissioner of Education; or
- (c) a complaint of a nontenure employee which arises by reason of his not being reemployed.

This definition is based on a recent P.E.R.C. decision in the West Windsor School District case. Should this definition be reversed by a future Court Decision, this definition is null and void.

The Board hereby declares as a statement of policy that any employee of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure or by reason of Association activities.

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

Level One - Principal or C.S.T. Chairman for C.S.T. Secretary (Informal)

Any employee who has a grievance shall discuss it orally with her principal or C.S.T. Chairman in an attempt to resolve the matter informally at that level.

Level Two - Principal

If as a result of the discussion the matter is not resolved to the satisfaction of the employee within 5 school days, she shall set forth her grievance in writing to the principal specifying:

ARTICLE II (cont'd)

- (a) The nature of the grievance.
- (b) The results of previous discussions.
- (c) Her dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

Level Three - Superintendent

The employee may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and her dissatisfaction with decisions previously rendered.

The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision, in writing, to the employee and principal.

Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, she may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within 5 calendar days following the receipt of such request by the superintendent. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 20 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

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 each school year.

A. Five days for personal, legal, business, household, paternity or family matters 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. with contract provisions as presently in existence.

For the year 1981-82 the Board will fund up to the amount of \$2,468.00 for Dental Plan premiums; in the year 1982-83 the Board will fund sufficient monies to cover any increase in the premium rate for the Dental Plan. Any payment above the rate in effect on June 30, 1983 may be subject to negotiations in a successor Agreement.

ARTICLE VIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981 and shall continue in effect for a period of two years ending June 30, 1983, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1983, 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

GEORGE SHERMAN  
President

BY

A. MARYLIN MURPHY  
Secretary

HILLSDALE BOARD OF EDUCATION

BY

JOHN J. LEE  
President

BY

ANNA F. FELTEN  
Secretary

HILLSDALE BOARD OF EDUCATION  
HILLSDALE, NEW JERSEY

SCHEDULE A

SECRETARIAL SALARIES

1981-82 - 1982-83

All secretaries covered by this Agreement will receive an 11% increase for the 1981-82 school year over their 1980-81 salaries.

In 1982-83 secretaries will receive a 9% increase over their 1981-82 salaries.

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, 1981

15 years	\$250.00
20 years	\$500.00
25 years or more	\$750.00

Commencing July 1, 1982

15 years	\$300.00
20 years	\$600.00
25 years or more	\$900.00

Such service shall be completed prior to July 1 for twelve-month employees, and prior to September 1 for ten-month employees.