

AGREEMENT
BETWEEN THE
HACKENSACK ASSOCIATION OF EDUCATIONAL SECRETARIES
AND THE
BOARD OF EDUCATION
2003-2006

BOARD-HAES AGREEMENT INDEX

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ARTICLE 1 - RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (Chapter 123 of the Public Laws of 1974) hereinafter referred to as the Act, the Hackensack Board of Education hereinafter referred to as the Board, hereby recognizes the Hackensack Association of Educational Secretaries, hereinafter referred to as the Association, as the exclusive representative designated for the purpose of collective negotiations by a majority of the secretarial and clerical employees employed by the Board excluding the Secretary to the Superintendent, and Secretary to the Business Administrator/Board Secretary.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

A. The Board and the Association shall enter into collective negotiations on a successor agreement to this contract in accordance with rules and regulations of the Public Employment Relations Commission (PERC).

B. Both parties shall exchange written proposals to this contract at the first negotiating meeting.

C. As soon after January 1st as a tentative budget is available for the succeeding school year, The Superintendent shall, upon request, conduct a conference with the negotiating committee of the Association for the purpose of discussing and making available that budget.

ARTICLE 3 - GRIEVANCES

A. A grievance shall be defined and subject to limitations as follows:

1. A grievance is a complaint by any member or members of the bargaining unit represented by the Association, or by the Association itself, that there has been an actual personal loss because of an interpretation, application, or violation of policies or agreements, or as a result of an administrative decision affecting terms and conditions of employment.

2. The grievance procedure shall not be applicable to claims,
a. by non-tenure employees by reason of their not being re-employed.

b. wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.

3. A grievance to be considered under this procedure must be initiated, in writing, within twenty (20) school days of its occurrence.

B. The following procedures shall govern the processing of all grievances:

1. It is understood that while participating in these procedures the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.

2. A grievance may be presented by the grievant or by a

representative designated by the grievant. The Association may be represented at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.

3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.

4. The following steps shall be followed in processing a grievance:

IN SCHOOL BUILDINGS

- Step 1 - to the Principal
- Step 2 - to the Board Secretary
- Step 3 - to the Superintendent
- Step 4 - to the Board

Step 5 - to Arbitration

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IN OTHER ADMINISTRATIVE OFFICES

Step 1 - to the Immediate Supervisor

Step 2 - to the Board Secretary

Step 3 - to the Superintendent

Step 4 - to the Board

Step 5 - to Arbitration

5. All grievances shall be initiated at the first level by submitting a written grievance statement to the appropriate administrator. The grievance statement shall include the name or names of the grievant(s); the nature of the grievance; the date of its occurrence; the sections or articles of the agreement or board policies, if any, claimed to have been violated; the manner in which said sections or articles were violated; the nature of the personal loss; and the remedy sought.

6. The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He shall then hold a hearing at a time mutually agreed upon and shall communicate his decision, in writing, to the grievant and to the Association within (5) school days of his having received the written statement.

7. If the grievant decides to proceed to the second level of

appeal, viz., the Board Secretary, this must be done within five (5) school days of receiving the written decision from the first level administrator.

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The grievant may request review by the Board Secretary by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Board Secretary may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his having received the request for review.

8. If the grievant decides to proceed to the third level of appeal, viz., the Superintendent, this must be done within (5) school days of receiving the written decision from the second level administrator. The grievant may request review by the Superintendent by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within (8) school days of his having received the request for review.

9. If the grievant decides to proceed to the fourth level of appeal, viz., the Board, this must be done within (5) school days of receiving the written decision from the Superintendent. A request for review by the

Board, setting forth the reasons for dissatisfaction with the Superintendent's decision shall be submitted to the Board, in writing, through the

Superintendent. The Superintendent shall attach all papers and related

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materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon and within twenty (20) school days from the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and to the Association within ten (10) school days after the hearing by the Board.

10. If the grievant decides to proceed to the fifth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board. The grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the American Arbitration Association to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside of school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the Public Employment Relations Commission (PERC).

11. The selection of an arbitrator and the conduct of hearings outside of school hours shall be in accordance with the rules of the Public Employment Relations Commission.

12. The arbitrator shall be limited to the evidence and arguments presented by the grievant, the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's

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representatives and shall consider nothing else. The arbitrator shall neither add anything to, or subtract anything from, the Agreement or any policy of the Board.

13. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are in issue.

14. Only the Board, its representatives, the Association, its representatives, the grievant, and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of the hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of (15) calendar days after issuance of the report by the arbitrator.

15. The grievant and the Board, or their representatives shall, within fifteen (15) calendar days, notify one another of their acceptance or

rejection, in whole or in part, of the arbitrator's findings and/or recommendations.

16. The fees and expenses of the arbitrator shall be shared equally; one-half (1/2) being paid by the Board and one-half (1/2) being paid by the grievant. Each party shall bear the total of other costs it has occurred.

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ARTICLE 4 - EMPLOYEE RIGHTS

A. No employee shall be coerced, discriminated against, or reprimanded by virtue of the exercise of their rights granted under the law.

B. Whenever an employee is required to appear before any administrator or supervisor, Board or any committee or member thereof, concerning a matter which shall result in a written report, which shall be placed in their personnel file and/or which would adversely affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. The annual evaluation conference shall be excluded from this provision.

C. Copies of the current agreement shall be printed by the Board of Education within thirty (30) days after the agreement is signed, and copies

provided to all concerned parties (secretarial employees now employed, Board office, Board members and Chief School Administrator.)

D. The Board of Education shall provide each new employee all information necessary for employment, and a contract agreement within the first five (5) working days.

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ARTICLE 5 - ASSOCIATION RIGHTS

A. Display of Association Material

The Board shall provide bulletin boards in each building for the use of the Association. Location within the schools or Central Administration shall be determined by the Principal or Board Secretary respectively after receiving recommendations from the Association. Any dispute as to the location of bulletin boards or materials placed therein shall be referred to the Superintendent. If such disputes cannot be resolved at the Superintendent's level they may be made the subject of a grievance.

B. Board Minutes

Three copies of the official minutes of the Board of Education shall be given to the President of the Association as soon as they are available.

C. Meeting of Clerical and Secretarial Personnel

Secretarial and Clerical personnel shall be granted by the Board, free

of charge, a place to hold monthly meetings, upon submission of the “Application for Use of Public School Facilities” form. The designated areas shall be sufficiently large to accommodate the membership of the requesting body.

ARTICLE 6 - BOARD RIGHTS

The Board reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the

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language of this Agreement, in accordance with applicable laws and regulations, (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE 7 - HOURS OF WORK

The regular work week for secretarial clerical employees shall be thirty-five (35) hours exclusive of lunch periods.

From September 1 to June 30, the work day shall be eight (8) hours

including a one (1) hour duty free lunch period.

From July 1 to August 31, the work day shall be seven and one-half (7 1/2 hours including a one-half (1/2) hour duty free lunch period.

ARTICLE 8 - SECRETARIAL AND CLERICAL STAFF ADVISORY COUNCIL

A. The Secretarial and Clerical Advisory Council shall be established as soon as possible after the effective date of this agreement. It shall consist of four (4) representatives from the Association and (4) representatives from Administration. It shall meet at the request of the

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Association or the Administration to consider any matter relating to Secretarial and Clerical personnel in the school system.

B. The non-voting chairman of the Council shall be the Superintendent or his designee. A representative of the Association may sit in on the meetings as an observer. The Council shall have an advisory function only. All recommendations of the Council shall be submitted in writing to the Board. The Council shall establish its own rules for operation.

C. The Council may consult and meet with any other member or members of the staff as may be appropriate to the topic under consideration.

D. All service by members of the Council shall be voluntary.

ARTICLE 9 - CALENDAR

A. Secretarial/Clerical Calendar

After the Board of Education has adopted the school calendar for the

ensuing year, the Advisory Council shall meet to consider and recommend to the Board a schedule of holidays for Secretarial and Clerical employees.

B. The schedule of holidays for Secretarial and Clerical personnel, after approval by the Board, shall be distributed to all secretarial/clerical employees.

C. The schedule of holidays shall provide for no less than 20 paid days off for 12 month employees and no less than 19 paid days off for 10 month employees. Any balance of days between specified holidays on which offices are closed and the 20 or 19 paid days off for 12 month or

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10 month employees respectively, shall be taken during periods that school is not in session, with the approval of the Immediate Supervisor and the Board Secretary.

D. In addition to holidays set forth in Paragraph C employees shall receive paid holidays on December 24, December 26, December 31, and January 2 whether offices are open or closed unless schools are in session and a 12:30 P.M. dismissal on the day before Thanksgiving. In no case will employees receive less than two (2) days during the Christmas recess. The designated paid holidays during the Christmas recess shall be made part of the schedule distributed to employees.

ARTICLE 10 - SICK LEAVE

A. All ten (10) month employees may be absent twelve (12) days per

year for personal illness without loss of pay. All (12) month employees may be absent thirteen (13) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation from the Superintendent.

B. A physician's certificate shall be submitted in the case of personal illness which extends beyond five (5) work days when required by the Superintendent.

C. Absence resulting from a job related injury shall be treated in the same manner as other absence due to illness. In cases ruled to be covered under Worker's Compensation, however, the employee shall have

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restored, upon returning to duty, all accumulated sick leave as of the date of injury.

Where an employee has filed a Worker's compensation claim and the Board of Education's compensation carrier has found the claim to be a compensable injury, the employee shall be entitled to up to one (1) full year of salary without loss in pay due to said injuries.

ARTICLE 11 - TEMPORARY LEAVES

A. One day of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. When possible, the applicant shall apply for such leave five (5) calendar days in advance, except in cases of emergency. The applicant for such leave shall not be required to state the reason for

taking it other than that he is taking it under this section, except in cases of emergency, when he shall explain the nature of the emergency. Leave days shall not be taken at the beginning or end of a vacation period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.

B. Unused personal leave days shall be accumulated to a total of three (3) for the purpose stated above. Unused leave days beyond three (3) shall be accumulated and added to accumulated sick leave in accordance with Paragraph A, Article 10.

C. Up to three (3) days leave per school year may be granted with the approval of the Superintendent or his designee, for the purpose of

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attending meetings or conferences of an educational nature.

D. In the event of death in the immediate family, five (5) consecutive work days leave exclusive of Saturdays, Sunday and legal holidays as defined in Chapter 65, Laws of 1977, shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, stepfamily any other member of the immediate household.

In case of death in the immediate family for which absence extends beyond the five (5) days allowed with pay, there shall be a deduction of one-half pay. The length of time of one-half deduction shall be upon the recommendation of the Superintendent and approved by the Board. In the event of death of a relative defined as outside of the immediate family, one day of leave shall be granted.

E. Other temporary leaves of absence with or without pay may be granted for good reason by the Board upon the recommendation of the Superintendent.

ARTICLE 12 - EXTENDED LEAVES

A. Military leaves without pay shall be granted to any employee who is inducted or enlists following notification of induction, or may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted to join him for a period of special training in preparation for duty overseas in combat zones.

B. The Board shall grant disability leave without pay to any

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Secretarial or Clerical employee upon request subject to the following stipulations and limitations:

1. The leave of absence shall commence and terminate on the date requested by the employee. The leave shall be for a maximum period of two (2) years unless by the Board.

2. Any Secretarial or Clerical employee granted such leave shall, upon request be restored to a comparable position and at the grade level vacated at the commencement of said leave.

3. Any Secretarial or Clerical employee granted leave according to the provisions of this section may elect to use all or any part of accumulated sick leave during the period of such absence and

receive full pay benefits for the same. Any secretary or clerical employee granted leave according to the provisions of this section may elect to use all or any part of accumulated sick leave during the period of such absence and receive full pay benefits for the same. Any secretary or clerical employee who has insufficient or no accumulated sick leave or who elects not to use same, will have pay deducted for the applicable portion of the leave of absence.

4. No Secretarial or Clerical employee shall be required to leave work because of disability at any specific time prior to the disability nor be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between termination of the disability and the desired date of return.

5. The Board shall not remove any Secretarial or Clerical

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employee from duties unless the employee cannot produce a certificate from the attending physician that the employee is medically able to continue employment.

6. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

C. Any employee who does not elect to take a maternity leave may continue to perform her duties according to sections (B.3) and (B.4) above. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated

sick leave with pay during the period of her absence.

D. Any employee adopting a child shall receive similar leave which shall commence upon her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for adoption.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board may grant a leave of absence without pay to any employee to campaign for a candidate for public office other than himself or to campaign for or serve in public office.

G. Other leaves of absence without pay may be granted by the Board for good reason.

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ARTICLE 13 - TERMINAL LEAVE

Terminal leave compensation shall be provided for retiring Secretarial or Clerical employees who have served in the district utilizing the following formula:

Employees shall receive \$54.00 for each day beyond twenty (20) of unused accumulated sick leave.

An employee will be paid \$54.00 for the first twenty days of unused accumulated sick leave if she notifies the Board January 1st of their intention to retire

July 1st or thereafter.

In the event of the death of a secretarial employee prior to retirement from the Hackensack Public Schools, said terminal leave payment shall be made to the estate of said employee.

Terminal leave compensation payment shall be made according to the options selected by the eligible retiring secretarial employee:

The options available are:

1. Lump Sum Payment - Thirty (30) days after employee's retirement date.

2. Lump Sum Payment - January of the calendar year following termination.

ARTICLE 14 - INSURANCE

The Board shall pay the full cost of health insurance premiums and dental insurance premiums for employees and their dependents' coverage under the State Health Benefits of New Jersey and the Delta Dental Plan of New Jersey.

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ARTICLE 15 - EMPLOYEE PROMOTIONS

A. Notices of all vacancies shall be posted for at least ten (10) days prior to the final date for the submission of applications. A notice of any vacancy to be filled shall be posted in each school with a copy to be sent to the Association. The notice shall include the final date for the submission of applications to the Business Administrator/Board Secretary, the date on which applicants will be notified as to their

acceptance or rejection, the actual qualifications and duties for the position, and the rate of compensation. In situations where responsibilities/duties of the position may differ from the job description as described in Board Policy, the actual responsibilities of the position shall be posted along with the job description. In the event that any revision is made in the provisions of the notice of promotional vacancy, new notices shall be posted for at least ten (10) days. During this time additional applications shall be accepted.

B. Notice of vacancies occurring after the close of school in June and before the opening of school in September shall be sent to the homes of all employees if not on duty in the job category for which the opening exists.

C. In filling vacancies, consideration shall be given to the applicant's area of competency, quality of past performance, attendance record prior experience in such positions and when all factors are substantially equal,

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preference shall be given to employees in the Hackensack Public Schools. Seniority shall be given strong consideration in the selection of any candidate for promotion.

D. All applicants will be notified in writing within five (5) days of selection of successful applicant.

ARTICLE 16 - METHOD OF SALARY PAYMENT

A. Salary checks of employee shall be distributed semi-monthly on

an optional ten or twelve month basis and shall be issued on the fifteenth and last working day of each month.

B. Upon application by an employee, provisions will be made for Central Bergen Federal Credit Union Savings and Loan through payroll deductions.

ARTICLE 17 - VACATIONS

A. Twelve month Secretarial and Clerical employees shall be entitled to the following paid vacation time.

1. After one year - 10 days
2. After five years - 15 days
3. After ten years - 20 days

B. Ten month Secretarial and Clerical employees shall be entitled to the following paid vacation time to be scheduled between September 1 and June 30.

1. After one year - 8 days
2. After five years - 13 days
3. After ten years - 17 day

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ARTICLE 18 - TENURE

Any Secretarial and Clerical employee who is regularly employed on a full time basis and has been or shall have been so employed for three (3) consecutive years shall hold his employment under tenure.

ARTICLE 19 - TRAVEL EXPENSE ALLOWANCE

A. All personnel who are required to regularly service two or more

buildings in the same day, shall receive a travel expense allowance according to the following schedule:

<u>Number of Buildings</u>	<u>Monthly Payments</u>
2	\$6.00
3	\$11.00
4	\$16.00
5	\$21.00
6	\$26.00

The determination of the number of buildings each employee must service regularly will be made by the Board Secretary. The maximum payment to an individual will be twenty-six dollars (\$26) monthly except as otherwise stated in the Agreement.

B. All other travel compensation as authorized by the Superintendent or Board Secretary shall be at the mileage rate determined by the Internal Revenue Service.

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ARTICLE 20 - PAST PRACTICES

All terms and conditions of employment applicable on the effective date of this Agreement, except as otherwise provided for herein shall continue.

ARTICLE 21 - MISCELLANEOUS PROVISIONS

A. Any notice required to be given by the parties pursuant to the terms of this agreement shall be in writing and addressed as follows:

1. If by the Association, to the Superintendent of Schools.

2. If by the Board, to the Association, in care of its President.

B. Any individual contract between the Board and an employee shall be subject to and consistent with the terms of this Agreement.

C. If any terms of this Agreement are found to be in violation of any law, the remaining terms of the Agreement shall remain in force and effect.

ARTICLE 22 - SALARIES

A. Salaries shall be paid in accordance with guides set forth in Schedule A, appended.

B. The following classifications shall be utilized for positions named.
(See Article 26)

C. Any employee temporarily assigned to a higher grade level position shall be paid the higher rate after 10 days in that position.

D. The following Grade 2 secretaries shall receive a \$600 stipend per year, Lucille Petrizzo and Marilyn Vallinino. In the event that a classification change takes place the said employee shall no longer be entitled to the stipend.

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F. The salary of the substitute caller's position shall be included as part of a sidebar agreement.

ARTICLE 23 - LONGEVITY

Upon completion of ten (10) years of regular employment by the Board of Education, all Secretarial and Clerical employees shall receive longevity pay of one percent (1%) of the base annual salary for each five (5) years of employment. In calculating longevity pay, each group of five (5) years of employment will be determined in accordance with Policy No. C3050 of the Hackensack Board of Education, Policies, Regulations, and By-Laws.

ARTICLE 24 - PROFESSIONAL ACHIEVEMENT

A. Professional Certification

Any individual on the Secretarial and Clerical salary guide obtaining one of the certificates offered by the National Association of Educational Secretaries in the Professional Standards Program or the New Jersey Association of Educational Secretaries in the Professional Development Program will receive additional compensation annually as follows:

<u>PSP CERTIFICATE</u>	<u>AMOUNT</u>
Basic	\$400
Associate Professional	\$400
Advanced	\$600
Advanced II	\$650
Advanced III	\$700

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The rates for PDP Certificate are as follows:

<u>PDP CERTIFICATE</u>	<u>AMOUNT</u>
Basic	\$500

Associate Professional	\$700
Advanced	\$900

Any individual having earned the Basic or other certificates in the Professional Standards Program through college credits may not transfer any of those credits to the Professional Development Program.

Those individuals who have earned their basic certificate or other certificates in the Professional Standards Program by either passing tests or obtaining course certificates may qualify for a Professional Development Program certificate by taking the required college credits and receive the appropriate compensation in the both areas. Such individuals will submit to the Board Secretary copies of the transcripts also with evidence of having obtained any of the Certificates no later than October 1 in order to achieve credit in that school year.

B. Professional Improvement

Secretaries may enroll in various college, in-service, state, county, and agency sponsored courses to promote his/her professional development. Such courses may be utilized for salary credit according to the procedures which follow:

1. A secretary taking a course for salary credit must demonstrate how the course relates to his/her professional development. For salary credit, the

course must be approved in advance by the immediate supervisor and the district Business Administrator/Board Secretary.

2. Courses are excluded from this provision if the Board has granted release time to the secretary for attending class during the secretary's regular work day, or when the Board has paid the tuition for a college accredited course.

3. A secretary who is approved for a course shall receive one credit for each 10 hours of class participation. Partial credit shall be permitted for regular classes that are fractions of 10 hours (i.e. 5 hours = .5 credits; 3 hours = .33 credits).

4. Upon completion of a course, the secretary shall submit to the Business Administrator/Board Secretary a transcript or verification of attendance attesting to his/her attendance.

5. Upon attainment of 9 credits, the secretary shall receive an annual additional compensation of \$500. The \$500 represents the entire maximum amount to be expended per secretary. Adjustment shall be made to the secretary's salary commencing with the appropriate pay period after thirty days from the submission of the statement described in paragraph 4 of this article. The salary adjustment shall be pro-rated according to the balance of the school year.

6. The current rates shall be paid on new certificates only.

ARTICLE 25 - OVERTIME RATES

All Secretarial and Clerical employees shall be paid overtime in accordance with the following rate schedule:

weekdays (Monday - Friday)	1 1/2 X base hourly rate after 35 hours
Saturdays	1 1/2 X base hourly rate
Sundays	2 X base hourly rate
*Holidays	2 1/2 X base hourly rate
*as listed in Holiday Schedule	

All overtime worked shall be voluntary

ARTICLE 26 - GRADE CLASSIFICATION

Grade One – Nine Positions

<u>POSITION</u>	<u>LOCATION</u>	<u># OF POSITIONS</u>
Clerk/Typist	H.S. General Office	1
“	M.S. Health/Spec. Services	1
“	H.S. Health Office (10 month)	1
“	M.S. and H.S. Guidance	2
“	M.S. Library Office	1
“	H.S. Attendance Office	1
“	NCLB Office - Administration	1
Computer Operator	EDP	1

Grade Two – Sixteen Positions

Secretary	H.S. Guidance Office	1
“	Special Services - Administration	2
“	Special Services – H.S.	1
“	Elem., 5/6, M.S. General Office	6
“	Curriculum Dept. (Fed/State)	1
“	M.S. (Foreign Language)	1
“	H.S. Student Activities	1
“	H.S. Athletic Director	1
Accounting Clerk	Administration	1
Lead Comp. Operator	Administration	1
Substitute Placement	District – 15 hours	1

Grade Three – Four Positions

Secretary	Administration (Business)	1
Secretary	Special Services	1
Secretary	Administration (Supt. Office)	1
Payroll Clerk	Administration	1

Grade Four – Thirteen Positions

Secretary	Administration (Supt.)	1
“	Asst. to Supt. For curriculum & Instruction	1
“	H.S., M.S., Elementary-Principals	8

Accounting Asst.	Administration	1
Payroll Asst.	Administration	1
Purchasing Assistant	Administration	1

ARTICLE 27 - REPRESENTATION FEE

1. If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st), which is covered in whole or in part by this Agreement, that bargaining unit member will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount so

deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than (30) days after that person fills a bargaining unit position.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board applying with the provisions of this Article.

ARTICLE 28 - SUBCONTRACTING

The Board agrees that prior to any formal action to consider subcontracting, it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith for the purpose of laying off employees or substituting private sector employees for the employees covered by this agreement.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall be effective for the period July 1, 2003 to June 30, 2006, for all employees represented by the Association unless an extension is agreed to in writing by both parties.

In Witness Whereof the parties hereunto set their hands and seals this

_____ day of _____

For the Hackensack Board of Education For the HAES of Hackensack

President

President

Secretary

Secretary

**HACKENSACK Board of Education/Hackensack Association of
Educational Secretaries**

Memorandum of Agreement - ARTICLE 22 - SALARIES

***SIDEBAR AGREEMENT 2003-2006**

D. The following Grade 2 secretaries shall receive the \$600 additional stipend per year as provided by Article 22, section D: Lucille Petrizzo and Marilyn Vallinino. This sidebar provision will terminate with the expiration of this contract, June 30, 2006.

F. The job classification of Vera Kozak shall be held under this agreement as follows:

Mrs. Vera Kozak shall remain as the Substitute Placement Clerk - (Previously Grade 2, Step 9 - 10 months - 15 hours classification) at a salary according to the following:

2003-2004	\$12,983
2004-2005	\$13,243
2005-2006	\$13,508

HAES President

Hackensack Board of Education President

Date

Business Admin./Board Secretary