

AGREEMENT

between

RIDGEWOOD BOARD OF EDUCATION

and

**RIDGEWOOD ASSOCIATION
OF
EDUCATIONAL SECRETARIES**

Effective July 2005 - June 30, 2008

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ARTICLE I

OBJECTIVE

This Agreement is entered into in order to comply with and conform to the New Jersey Employer-Employee Relations Act as amended, by and between the Board of Education and the Ridgewood Association of Educational Secretaries. The purpose of this Agreement is to establish an orderly procedure for negotiations between the Board of Education and the secretarial/clerical/technical personnel, leading to agreements on terms and conditions of employment. It shall be referred to as The Negotiating Agreement to distinguish it from other agreements to be negotiated from time to time to cover specific subjects. The latter shall be numbered consecutively and shall become articles to this agreement.

ARTICLE II

RECOGNITION

The negotiating unit to which this agreement applies consists of all contractual employees in classifications as set forth in Article V. The Board of Education hereby recognizes the Ridgewood Association of Educational Secretaries as the exclusive representative of this negotiating unit for negotiations concerning the terms and conditions of their employment.

ARTICLE III

GENERAL

The Board of Education and the Ridgewood Association of Educational Secretaries are referred to respectively as "The Board" and "The Association."

Both parties will conduct all negotiations in good faith.

The Board undertakes to give the Association thirty (30) days notice of any proposed changes in its Policy Manual that affect terms and conditions of employment of the secretarial/clerical/technical staff.

The Association recognizes that it is the Board's (Administration's) prerogative to create new positions or change job levels and responsibilities at any time during the contract year with appropriate notice to the Association President thirty (30) days prior to these actions or prior to the issuance of a new contract to an employee.

At the regular contract time, job levels and responsibilities may be changed and these salaries negotiated on the existing guide by the Board and the Association. Contracts shall then be issued to those employees affected by the change.

Changing the structure of the existing salary guide by creating new categories shall be negotiated.

There shall be no discrimination in any way against an employee who is not a member of the Association.

Both parties agree to fully abide by the New Jersey Employer-Employee Relations Act, as amended, and all applicable federal and state laws. If an article or provision of this agreement is held to be contrary to law, this shall not affect all other valid articles or provisions of this agreement and they shall continue in full force and effect.

ARTICLE IV

NEGOTIATIONS

A negotiations committee shall be established; each side shall designate its own chairperson. Actual participation in negotiation sessions will be limited to members of each negotiating team.

1. A "negotiating session" is a meeting called for the purpose of negotiation under this agreement.
2. Either the Board or the Association shall notify the other of its intention to negotiate through the form filed with PERC, in accordance with the New Jersey Employer Relations Act, as amended, and mutually agreeable dates shall be established for meetings. The first negotiating session shall be held on a date not more than fifteen (15) days after receipt by the Superintendent of the request for the session.
3. Negotiating sessions will ordinarily be scheduled after working hours. If a negotiating session is held during working hours, the members of the Association's panel will be released from normal duties for that purpose without loss of pay.
4. The Board will furnish to the Association all public information from its records relevant to the subject matter of the negotiating session.
5. The respective panels are free to report to and advise with their parent bodies at any time.

If tentative agreement is reached at a negotiating session, it shall be reduced to writing; submitted to the Board and to the Association. If approved by both of them, it shall go into effect according to its terms; and thereupon negotiations initiated by the initial request shall be terminated.

Either side may declare an impasse if:

- (a) the other side fails to negotiate in good faith;
- (b) no agreement having been reached, in spite of all reasonable efforts having been made by both sides to come to agreement.

Upon declaration of an impasse, the party that declared the impasse, shall, within three (3) days, report the same to the Public Employees Relations Commission and shall, as authority of this Negotiations Agreement, request the services of the Commission to resolve the impasse.

Nothing herein contained shall be construed to prevent either side prior to expiration of this Agreement from requesting the opportunity to discuss and negotiate with the other on matters of substance arising during the term hereof.

ARTICLE V

UNIT DEFINITIONS

12 months

Class I

Transportation Coordinator

Class II

Secretary to School Business Administrator

Head Secretary, High School Guidance

Secretary to High School Principal

Accounts Bookkeeper

Child Study Team Secretary – BFMS [□]

Technical Assistant, Special Programs

Class III

Head Secretary - High School Main Office

Secretary to Middle School Principal

Secretary to a Director

Assistant Payroll Accountant

Business Procedures Assistant

Accounts/Benefits Secretary

Class IV

Secretary to Unit Administrator

Class V

General Secretary

Secretary to Asst. to High School Principal

Guidance - High School/Middle Schools

Duplicating Clerk

Eleven Months

Class VI

Secretary to Elementary Principal

Ten Months

Class VII

Secretary to Dean of Students/Grade Administrators

Child Study Team Secretary – High School

Class VIII

Secretary to Unit Administrator

General Secretary

Attendance Secretary - High School

Secretary/Technician - Instructional Media Center

Main Office - High School/Elementary Schools

Guidance - High School/Middle Schools

[□] When the incumbent vacates the position, the position will be restored to Class V.

Note:

- Head Secretary- High School Main Office and Secretary to the Assistant to the High School Principal become 11-month positions when the incumbents vacate the positions. Eleven-month positions work school calendar with no vacation.

ARTICLE VI

HOURS OF WORK - OVERTIME

The salaries of all employees covered by this agreement are set forth in Article XXIX

The regular workweek shall be thirty-five (35) hours for all full-time employees. Part-time employees' hours shall be determined by the supervisor and every effort will be made to insure the hours remain in effect throughout the contract year. Any change in hours will require written notification to the employee by May 15th for the following contract year.

All hours, for full-time employees, over thirty-five (35) in one week or over seven (7) hours in one day shall be paid at the straight hourly rate. All hours over forty (40) hours in one week shall be paid at the ratio of time and one-half. Secretaries required to work on a Saturday, Sunday, or holiday will be paid one and one-half times basic hourly rate.

Only overtime that has received prior approval from the employees' immediate supervisor shall be paid at the above rate and shall consist of a reasonable block of time (at least one-half (1/2) hour.) The time worked shall be recorded on an overtime card and signed by the immediate supervisor.

Ten-month secretaries who are requested, and agree, to work during the summer when they would normally be off shall receive the rate of pay commensurate with that position on the current salary guide.

Formula for determining per diem and hourly rate of pay for ten-month employees:

Daily rate of pay is computed on an average of twenty (20) working days per month. One-twentieth (1/20) of monthly salary is used to determine daily rate. The daily rate is divided by seven (7) to determine hourly rate. Overtime is awarded at one and one-half times hourly rate.

Ten-month secretarial employees required to work the last five (5) working days in August, prior to the opening of school, shall be paid at the end of that time worked with a separate check, the amount to be determined by dividing the employee's total contract by two hundred (200) to obtain the daily rate, times five (5).

If an employee covered by this agreement is requested or required to assume, for an extended period (more than five (5) working days) the duties and responsibilities of a position which falls into a higher classification on the salary guide, said employee will be paid an additional daily stipend, retroactive to the first day representing the difference between the basic daily contract rate at the same step and the higher salary classification rate for the duration of the substitution.

ARTICLE VII

WORK TIME, VACATION, HOLIDAYS

1. TWELVE-MONTH SECRETARIES

Work Week - Secondary Schools and Education Center - 35 hours

Minimum hours office to be covered:

Education Center - 8:00 a.m. - 5:00 p.m.

Secondary Schools - 8:00 a.m. - 4:00 p.m.

For the Secretary to the Assistant to the High School Principal, the High School Main Office Secretary, and the General Secretary (10 months), management can modify work hours up to two (2) times per month within the range of 7:30 a.m. to 4:30 p.m. A volunteer will be solicited first and if there is none, then management can require employees to work the revised shift.

Vacations

Each employee shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken. After one year, vacation weeks may be taken consecutively or in part. Ordinarily vacation will be taken during July and August or when school is not in session. Exceptions to this policy must be made with the approval of the immediate supervisor at the time the summer vacation schedule is being arranged. If a holiday as indicated on the secretarial calendar falls during an employee's vacation period, the employee shall have an extra day off. In the event a school holiday is declared by the Board or the Superintendent, all secretarial personnel shall have the day off. Summer vacation schedules should be arranged with the immediate supervisor and forwarded to the Office of Human Resources prior to June 1. Provision must be made for essential office service to continue during vacation periods. In the event of vacation schedule conflicts, seniority rights will be honored.

Vacation Schedule

Less than one year - one workday per month to July 1
After one full year - two calendar weeks (10 working days)
After five full years - three calendar weeks (15 working days)
After ten full years - four calendar weeks (20 working days)

Earned vacation time shall be used by no later than June 30 of the year immediately following the year in which the vacation time was earned. If circumstances prevent the secretary from using the vacation time prior to June 30, the vacation will be taken at a time mutually agreed upon between the secretary and the building principal or division head. Vacation days may not be accumulated from year to year. Except for terminating employees, no financial reimbursement will be made for unused vacation days.

School Recess Period

Five (5) additional vacation days are allowed. These must be taken off during the three-(3) one-week school recess periods (December, February, April) or during July or August. Any exceptions to the above must have prior approval of the secretary's supervisor. Plans for using all recess days must be submitted on the appropriate form through the immediate supervisor to the Office of Human Resources by December 1, of each year.

HOLIDAYS - 12-Month Employees

For the contract period July 2, 2005 to June 30, 2006:

Monday July 4, 2005..... Independence Day
Monday, September 5, 2005..... Labor Day
Tuesday, October 4, 2005 Rosh Hashanah
Thursday, October 13, 2005 Yom Kippur
Thursday, November 10, 2005 N.J.E.A. Convention
Friday, November 11, 2005 N.J.E.A. Convention
Thursday, November 24, 2005 Thanksgiving Day
Friday, November 25, 2005 Thanksgiving Recess
Monday, December 26, 2005..... Christmas Holiday Observed
Friday, December 30, 2005 New Year's Holiday Observed
Monday, February 21, 2006..... Presidents' Day
Friday, April 14, 2006 Good Friday
Monday, May 29, 2006..... Memorial Day

It is agreed that if Independence Day or Christmas Day fall on a Saturday, employees will be given off on the Friday. If these days falls on a Sunday, employees will be given off on a Monday.

The holiday schedule is developed by the Director of Human Resources and the president of R.A.E.S. after the Board of Education adopts the school calendar.

It is anticipated that a minimum of eleven (11) days will be designated as holidays.

A partial work schedule for all secretaries will be in effect on those minimum days when school is dismissed for a school recess such as Thanksgiving.

2. ELEVEN-MONTH SECRETARIES

Work Week

Thirty-five (35) hours per week.

Work Year

Eleven-month Secretaries – eleven (11) months to be jointly scheduled by the secretary and building principal after reviewing the request made by the secretary. However, it is understood that the needs of the district will take priority.

Vacation

Eleven-month secretaries do not receive vacation. They are entitled to legal holidays listed in agreement and recess periods that occur during the school year.

3. TEN-MONTH SECRETARIES

Work Week

Thirty-five (35) hours per week in all cases.

Work Year

Ten-month Secretaries - September 1 through June 30.

Work Beyond Contract Period

If an administrator requires a ten-month secretary to work after June 30, compensation will be figured at the current salary rate.

Vacation

In addition to the legal holidays listed, ten-month employees receive time off in accordance with the annual school calendar.

ARTICLE VIII

NEW EMPLOYEE HIRING PRACTICES

New employees may be hired for a probationary period not to exceed sixty (60) days. Prior to the issuance of a contract, the administrator will determine that the new employee is competent to satisfactorily perform the prescribed duties.

New employees will receive a copy of the collective bargaining agreement.

The final responsibility for the hiring of all new employees is the exclusive prerogative of the Board and Administrative staff.

New employees will be placed in the appropriate salary classification as advertised. Credit for past experience will be evaluated using the following standards:

1. Prospective employees with no immediate past experience will be placed on Step 1 of the existing salary guide in the appropriate classification.
2. For prospective employees with immediate and relevant past experience, salary guide credit will be allowed up to three (3) years.

3. At the discretion of the Superintendent or the Director of Human Resources, prospective secretarial employees presenting extraordinary credentials may be hired higher than Step 4, but not at the maximum salary level, in the appropriate job classification.
4. To receive an increment on the salary guide, the employee must have worked at least six (6) months for the district.

Salary guide credit for past experience shall not be retroactive once the employee accepts a contract.

ARTICLE IX

ANNOUNCEMENT OF STAFF VACANCIES

Requirements for a vacancy in an existing position or a newly created one shall be announced to the Ridgewood secretarial staff prior to conducting interview with any candidates.

All appointments shall be made within a reasonable period of time consistent with good managerial practice as long as qualified candidates have applied.

ARTICLE X

PROMOTIONS, NEW POSITIONS, AND PLACEMENT OF NEW EMPLOYEES ON THE SALARY GUIDE

It is the desire and policy of the Board to reward competent and faithful secretarial/clerical and technical employees by promotion within the ranks wherever possible and consistent with the needs of the administration. All openings for promotional and/or new positions, showing classification and salary range, shall be adequately publicized in every school and all administrative offices. All qualified secretarial/clerical and technical personnel shall be given adequate opportunity to make application for such positions.

ARTICLE XI

EVALUATION PROCEDURES

Secretarial/clerical and technical employees shall be evaluated in accordance with a Secretarial Performance Evaluation Form. Division Heads and Principals are responsible for the evaluation of office personnel, but may delegate this responsibility to a staff member whose supervisory responsibilities are directly related to the employee's position.

The employee shall be given a copy of the evaluation report prior to a conference with the immediate supervisor and the evaluator. The results of this evaluation and the answer shall be reviewed by the Superintendent or the designee and the employee. The employee's reply will be attached to the evaluation. The employee shall receive a copy of the results of this conference.

Evaluation reports shall be completed annually for nontenured secretarial/clerical and technical employees and at least once every three years for such employees on tenure.

ARTICLE XII FAIR DISMISSAL

On or before May 15 of each year, the Board shall give to each nontenured contracted employee continuously employed since the preceding September 30 either:

- a. written offer of a contract for employment for the next succeeding year, or
- b. a written notice that such employment shall not be offered.

Any nontenured secretary employed since September 30, who receives a notice of termination of employment, may within five (5) school days thereafter, in writing, request a meeting with the Superintendent of Schools. Following this meeting the staff member may wish to initiate a grievance which will be processed through the grievance procedure described in Article XXI.

ARTICLE XIII
WITHHOLDING OF INCREMENT

No individual shall be advanced in salary, step, or class unless that individual's service has been rated satisfactory by the supervisor. The Superintendent of Schools shall have recommended such advancement. The withholding of any advance in salary, step, or class for any given school year shall not create an obligation to restore such advancement. The Board, upon recommendation of the Superintendent, may restore the individual to the position on the guide the employee would have had if the increment had not been withheld.

Prior to the withholding of an increment, an evaluation of the employee's work shall be completed by the immediate supervisor and suggestions for the improvement of deficiencies will be made. Following an established time period of at least thirty (30) days in which the employee will be allowed to overcome the deficiencies, a reevaluation will be made and the supervisor's recommendation will be forwarded to the Superintendent of Schools.

All factors relevant to the employee's evaluation shall be thoroughly considered in making a recommendation for the granting or withholding of an increment. A tenured employee has the right to invoke the grievance procedure as outlined in Article XXI as well as any other remedies provided by N.J.S.A 18A.

ARTICLE XIV
AD HOC JOINT COMMITTEE

An Ad Hoc Joint Committee limited to three (3) members from the R.A.E.S. and three (3) members from the administrative staff will be formed for a specific purpose or task when both parties desire and agree that this action is necessary.

Any recommendation of the Ad Hoc Joint Committee relating to terms and conditions of employment must be presented to, and approved by, both the R.A.E.S. and the Board of Education.

ARTICLE XV
EMPLOYEE-ADMINISTRATION LIAISON MEETING

The Association's representatives shall meet with the Superintendent at least once every year (on or about October 15) to review and discuss current problems and practices of mutual interest and administration of this agreement.

If the Superintendent and the Association feel the need, these meetings may be scheduled more often.

ARTICLE XVI

LONGEVITY PAY PLAN

Longevity pay will be two (2) percent of base salary beginning with the ninth year of service in the district; three (3) percent of base pay beginning with the sixteenth year of service in the district; four (4) percent of base pay beginning with the twenty-first year of service in the district; and five (5) percent of base salary beginning with twenty-sixth year of service with the district.

The salary adjustment will be made on July 1 or January 1 and shall be retroactive to the anniversary date of the employee where the service requirement has been satisfied during the previous six-month period.

ARTICLE XVII

TUITION REFUND POLICY

The Board of Education agrees to pay one hundred (100) percent of the tuition cost for approved course work up to a limit of five hundred (500) dollars per contract year. These courses shall not be limited to college courses but must be work related and approved in advance by supervisor. Dues for membership in any association are not reimbursable under this policy. This secretarial improvement program is not tied in any way to the salary guide. If and when the State requires certification for secretarial employees, the Board will refund one hundred (100) percent of the tuition costs for those courses required by the State.

ARTICLE XVIII

HEALTH BENEFITS

After initial hire, all new employees will be subject to a two-month delay prior to the implementation of health coverage.

For eligible employees hired after July 1, 1996, the Board will pay 100% of single premium for a health insurance plan equal to or better than described in the Blue Card P.P.O. dated November 11, 2002.

For eligible dependent coverage (up to age 23 for dependent children) under the same Blue Card Plan referred in Paragraph 2 above, the employee must contribute 4.7 percent of premium cost which must be paid through payroll deductions.

All employees currently enrolled in the Blue Select Plan will be enrolled in the Blue Card P.P.O. as of July 1, 2003. Retired employees and their dependents shall be included in the health benefit plan at the employee's expense and option.

Dependents of deceased employees shall be allowed to remain as members of the plan at their expense and option as long as they qualify as dependents.

No employee hired after July 1, 1996, will be permitted to enroll in the Traditional Plan

For employees hired before July 1, 1996:

The Board will pay 100% of premium for a health insurance plan providing for a level of benefits equal to or better than that described in Group Cigna Insurance Plan, Board of Education of the Township of Ridgewood, Revised December 1990.

For dependents of eligible employees (up to age 23 for dependent children) under the same plan described above, the employee must pay 4.7 percent of the premium cost which must be paid through payroll deductions.

However, employees hired before July 1, 1996, may opt to enroll in the Blue Card P.P.O. subject to plan restrictions and must stay in that plan a minimum of one year.

Employees hired before July 1, 1996, who subsequently retire, shall be included in the district's officially designated Traditional Plan or P.P.O. at their expense and option. Dependents of deceased employees shall

be allowed to remain as members of this plan at their expense and option as long as they qualify as dependents.

Part-time contractual employees:

After initial hire, new part-time employees, if qualified, as subject to a two-(2) month delay in implementation of coverage.

Part-time contractual employees who are fifty (50) percent time and over, will receive a prorated share of health benefits for enrollment in the district's officially designated P.P.O. in an amount equal to the amount of time they work. For example, a sixty (60) percent time employee the Board will pay sixty (60) percent of health benefits costs minus the family contribution. The balance of the premiums due must be paid through payroll deduction. The employee will be required to notify the Board Secretary (15) days after their initial employment of their desire to have health benefits and request the necessary deductions.

Regardless of date of hire, part-time employees are required to pay a contribution for family coverage in an amount equal to that paid by full-time employees.

Part-time employees hired on or after July 1, 1996, can only enroll in the district's officially designated P.P.O.

Part-time employees under fifty (50) percent are not entitled to receive health benefits.

Health benefits will not take effect for any new employee until two (2) months from the commencement of employment.

Waiver for eligible employees:

Full-time employees who can show proof of health coverage by a spouse (excluding other district employees) prior to December 1 of each year may elect to waive health insurance coverage in return for a payment of \$1,800 (one thousand-eight hundred dollars.) Payment will be made on or before December 30 of the subsequent year; and payment will be made in each year coverage is waived. Employee may request, in writing, to resume health coverage in the event of an emergency which resulted in loss of out-of-district coverage. Requests for resumption of coverage and reasons therefore will be submitted to the Superintendent. Prior to resumption of coverage, employees must refund a prorated amount to the district.

Dental

The Board will pay full coverage for a comprehensive dental plan for eligible employees.

A comprehensive dental plan shall be provided for all eligible employees and their dependents. The plan will include a passive P.P.O. (Dental Option Plan) effective July 1, 2003. The plan provides for the payment of 80% of all reasonable and customary charges for basic services and 50% of all major restorations to a maximum of \$1,000 per year. Effective July 1, 2004, the maximum will be \$1,150 per year. There is a \$50 deductible. There will be a thirty (30) day delay in implementation of dental coverage for all new employees.

Employees may elect to enroll in Horizon Total Care Dental. The district will pay premiums for this plan not to exceed the amount paid for the Traditional Dental Plan. Enrollees in the Horizon Total Care Dental must remain in that plan at least one year and are subject to all plan restrictions.

For employees hired on or after July 1, 1996:

Dental for part-time, contractual employees (fifty (50) percent time and above) hired after July 1, 1996, the Board will pay a prorata share of benefits in an amount equal to the time they work for the same plan described in this Article.

Retired Board employees and their dependents shall be included in the Dental Plan at the employee's expense and option. Dependents of deceased employees will be allowed to remain as members of the Ridgewood Dental Plan at their expense and option as long as they qualify as dependents.

Cobra

In compliance with the 1986 Budget Reconciliation Act, health insurance coverage will be continued for eighteen (18) months for terminating employees and for thirty-six (36) months for the dependents of active and retired employees after death, divorce, or legal separation of the covered employee and for dependent child(ren) after ceasing to be a dependent under the Board's insurance plan. Premiums for this mandatory extended group health care coverage will be paid by the terminating/retired employee or dependents.

ARTICLE XIX

MEDICARE COVERAGE

The Board of Education will assume the premium cost of Medicare insurance for all active eligible employees age 65 and over who elect Medicare as primary payer. Election of Medicare as primary payer precludes the employee from all group medical plans. If the employee elects to continue primary coverage under the district's group medical plan, Medicare will provide supplementary coverage for Part B, provided the employee enrolls in Medicare Part B and pays the premium.

ARTICLE XX

SNOW DAYS

All secretarial personnel shall be exempt from reporting to work on days when the schools are closed because of inclement weather. It is recognized that essential services must be performed; therefore, key secretarial personnel required to report to work by their immediate supervisors shall be given a compensatory day off at a time mutually agreed upon by the supervisor and the staff member. Normal hours will be scheduled except that due allowance will be made for the employees' travel problems in the event transportation is difficult.

ARTICLE XXI

GRIEVANCE PROCEDURES

- A. Each staff member represented by the Ridgewood Association of Educational Secretaries shall be entitled to be heard concerning any matter in which the employee may feel aggrieved with respect to the interpretation and application of rules, regulations, and policies of the Ridgewood Public Schools, duties and responsibilities of personnel and the provisions of the existing agreement between the Board and the Association. An individual staff member must present the grievance to the immediate supervisor within thirty (30) days of the event which caused the staff member to feel aggrieved. In unusual circumstances the thirty-(30) day limitation may be waived and the waiver shall not be unreasonably withheld.
- B. In the case of an individual staff member, such difference shall be presented in the first instance to the immediate supervisor in administrative channels. In the case of two or more staff members feeling so aggrieved, such differences shall be presented in the first instance to the administrator at the lowest level which shall be common to all such members. The immediate supervisor or administrator shall respond to each grievance presented within ten (10) school days following the presentation. If a mutual agreement has not occurred after this presentation of the grievance to a staff member's immediate supervisor or administrator, the steps outlined in the paragraphs below shall be followed. A staff member and/or the supervisor may have representation.

C. If the grievance is not settled satisfactorily after the initial presentation, a staff member may file a written grievance within ten (10) school days of the decision rendered as a result of the initial presentation. The written grievance shall be filed with the administrator or immediate supervisor of the staff member. It shall be in writing on the approved forms and shall include the following information:

1. The name and position of the aggrieved party/parties.
2. The identity of the provision of this agreement, Board Policy, or administrative decision on which the grievance is based.
3. A general statement of the facts of the grievance, including the date when the grievance arose and the events or conditions which constitute the grievance.
4. The identity of the party alleged to have caused the grievance.
5. A general statement of the redress sought by the aggrieved party/parties.

Within ten (10) school days of the filing of the written grievance, the administrator or immediate supervisor shall hold a hearing with the grievant in an attempt to resolve the grievance. The grievant may invite a representative of the grievant's own choosing to accompany him /her or them at this presentation to the administrator involved. The administrator shall have the right to have a representative of his choosing at the formal hearing. Such representative shall also have the opportunity to be heard. The administrator hearing the grievance shall issue a written decision on the grievance with ten (10) school days of the hearing.

- D. If the grievance is not resolved at the conference or the staff member(s) is not satisfied with the written decision, an appeal may be made by the grievant to the Superintendent of Schools within ten (10) school days of receipt of the decision under paragraph "C" and shall be in writing on the appropriate form and shall state the reasons for the appeal. Within ten (10) school days of the receipt of the appeal the Superintendent and/or designee shall schedule and hold a hearing with the staff member(s) and/or an Association representative(s) in an attempt to resolve the grievance. If the grievance is resolved, the resolution shall be stated in writing and signed by the staff member(s) and the Superintendent of Schools. If no resolution is reached, the Superintendent shall issue his written decision on the grievance within ten (10) school days of the hearing.
- E. If the Ridgewood Association of Educational Secretaries feels that the secretarial staff as a whole is aggrieved in any matter, it may present the matter directly to the Superintendent of Schools. A group grievance by the Ridgewood Association of Educational Secretaries must be presented to the Superintendent of Schools within thirty (30) days of the event which caused the Association to feel aggrieved. In unusual circumstances the thirty-(30) day limitation may be waived and the waiver shall not be unreasonably withheld.
- F. If the individual staff member(s) or, in the case of a group grievance the Ridgewood Association of Educational Secretaries is not satisfied with the disposition of the grievance by the Superintendent of Schools, an appeal to the Board of Education may be made within ten (10) school days after the receipt of the Superintendent's written decision. In the instance of an appeal, the Superintendent shall make the necessary arrangements. The appeal shall be in writing, shall state the reasons for the appeal, and shall contain the written decision rendered at the lower levels. The individual or group shall have the right to be accompanied by a representative or representatives, who shall have the right to be heard. Within ten (10) school days of receipt of the appeal, the Board shall schedule a hearing on the grievance. The Board or its designee or designees shall render a decision in writing within twenty (20) school days of a hearing. In unusual circumstances, this time limit may be waived by mutual agreement and the waiver shall not be unreasonably withheld.
- G. If a grievance relating to the interpretation, application, or violation of the terms of any formal written agreement between the Board and the Association or of formal Board policies which affect the terms and conditions of employment of the party claiming to be aggrieved cannot be resolved to the satisfaction of both parties, binding arbitration shall go into effect.
1. If the Association wishes review by an arbitrator for a grievance, it shall so notify the Board through the Superintendent within ten (10) days of the Board's decision except in case of a grievance involving any of the following points:

- a. Any matter for which a method of review is provided by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
 - b. A complaint of a nontenured secretarial/clerical/-technical staff member that arises by reason of her not being reemployed.
2. The following procedure will be used to secure the services of an arbitrator:
- a. A request will be made to the Public Employee Relations Commission (PERC) by the aggrieved party 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 PERC to submit a second roster of names.
 - c. If the parties are unable to determine a mutually satisfactory arbitrator from the second-submitted list within ten (10) school days of the initial request for arbitration, PERC may be requested by either party to designate an arbitrator. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.
 - 1) The arbitrator so selected shall confer with the representative of the Board and the Association, shall hold hearing promptly, and shall issue a decision not later than twenty (20) days from the close of the hearings, or, if oral hearings have been waived, then the arbitrator shall issue a decision not later than twenty (20) days from the date on which the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
 - 2) Only the aggrieved, the Board, the Superintendent, and the Association shall be given copies of the arbitrator's findings and opinion, which findings and opinion shall be confidential. Action recommended by the arbitrator shall not be confidential.
 - 3) Meetings and hearings under this procedure shall not be conducted in public and shall be attended by the parties in interest and their designated or selected representatives.
 - 4) The parties shall be responsible for all costs incurred by each and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.
 - 5) Any of the time limits specified may be altered by mutual agreement.
- H. In the instance of appeals either to the Superintendent or Board, any secretarial staff member or members, whether or not they are members of the Ridgewood Association of Education Secretaries, may request that representatives of the grievant's choosing accompany the employee or them at such appeal. Such representative(s) shall also have the authority to be heard.
- I. Any and all steps taken under these procedures shall be taken with the objective of a fair and equitable resolution of the differences at issue, in an objective and dispassionate manner, and no reprisal or discrimination shall be directed toward any staff member during or after the completion of these procedures.
- J. In the event a grievance is not resolved at the conclusion of the contractual year, it shall be carried over to the succeeding year.
- K. Forms for filing grievances, serving notices, taking appeals, making recommendations, and other necessary documents shall be prepared by the Superintendent, subject to approval of the Board and the Ridgewood Association of Educational Secretaries, and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

ARTICLE XXII

PERSONNEL RECORDS

Board Policy 4212.6 permits employees to review their own permanent record files upon request.

ARTICLE XXIII

STAFF ABSENCE PROVISIONS

Preface

Each staff member, when absent from her position for any reason applicable under this article, other than the "no reason" personal business day outlined in Paragraph E of this Article, shall give prior notice to the supervisor or an associate stating the reason for the absence and its probable duration.

A. Sick Leave

New secretarial staff members initially employed in Ridgewood receive up to ten (10) days of sick leave during their first five months of service.

An unlimited number of fully compensated days for illness or approved medical care shall be allowed all secretarial/clerical/-technical employees under contract. Prolonged absences which involve more sick leave time than the employee has accrued (according to N.J.S.A. 18A:30-2) will be reviewed by the Superintendent of Schools to determine whether or not it will be possible for the staff member to return to work within a reasonable period. In unusual cases, the Superintendent will review the details with the Board of Education and make a recommendation concerning the status of the employee. The Superintendent's determination and/or recommendation must be supported by a medical report which will be provided by a physician retained by the Board of Education and a copy of the report will be supplied to the employee before any action is taken on the determination and/or recommendation.

1. Physician's Certificate

The Board of Education may require a physician's certificate in cases of sick leave claimed.

2. Record of Sick Leave Granted

A cumulative record of absence due to illness shall be maintained for each employee in the office of the Superintendent of Schools.

B. Death in Immediate Family or Household

Absence is fully compensated for as many days as the Superintendent considers suitable in the individual case, up to a maximum of five (5) days. Additional leave may be granted at the discretion of the Superintendent. For purposes of definition regarding absence, the immediate family includes: husband, wife, child, or the father, mother, brother, sister, grandfather, grandmother or relatives by marriage in the same degree of relationship, those serving the staff member IN LOCO PARENTIS, or any relative whose actual household at the time is also the household of the absentee.

C. Serious Injury or Illness in the Immediate Family

Absence due to a serious injury or illness in the immediate family shall be fully compensated up to one full day and effective July 1, 2003, two full days to enable the staff member to make arrangements for the essential security of the family. Additional leave may be granted at the discretion of the Superintendent but shall normally be with full pay less the amount of prevailing daily substitute pay rate. Where sufficient extenuating circumstances exist, the Superintendent may grant additional leave with full pay without a substitute deduction.

D. Performance of Legal Responsibilities

Leave for performance of civic duty in serving on a petit or grand jury when required by law shall be granted providing a letter confirming purpose of such leave from a sheriff, court, or United States attorney, depending upon jurisdiction, is filed with the Superintendent of Schools. An amount equal to the income derived from jury service shall be deducted from the staff member's base salary.

Leave for acquiescing to a court, or other valid subpoena, may be allowed without loss of pay, dependent upon circumstances and at the discretion of the Superintendent.

E. Personal Business

Personal business is defined as a leave used for any reason except recreation, rest, recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided in this Agreement. A staff member shall have available, each school year, three (3) personal business days, without reason or loss of pay, but with the prior approval of the Superintendent or his representative. Personal days may be denied based on the staffing needs of the district. Staff requesting two (2) or more consecutive personal days must provide a reason which conforms to the definition referred to above.

No personal business day shall be allowed immediately before or after a holiday or recess for which the schools are closed. The following provision is effective July 1, 2003; however, staff members may apply for one exception per year to this restriction for good cause, subject to the sole discretion of the Superintendent. All requests for absence for personal business shall be submitted on the appropriate forms by the staff member to the Superintendent.

Absences which have not been approved or authorized will result in a full salary deduction.

Unused personal days will be converted to sick days, but cannot be cashed in under Article XXVII.

ARTICLE XXIV

REPRESENTATION FEE

A. Purpose of Fee

If a secretary does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee 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.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amounts of the regular membership dues, initiation fees and assessments shared by the Association to its members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law (current 85%).

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any secretary who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and each month will transmit the amount so deducted to the Association.

D. Termination of Employment

If a secretary who is required to pay a representation fee terminates 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 secretary during the membership year in question and promptly forward same to the Association.

E. Mechanics

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 in the Association.

ARTICLE XXV

SENIORITY

The seniority of all employees now covered or hereafter coming under the coverage of this Agreement shall be computed from the date of their employment by the Board of Education.

Tenured secretaries in the same position will have seniority over nontenured secretaries in the event of a layoff or the abolishment of a position. In the event of a layoff, employees shall be released in reverse order of their seniority by position. In the event of a subsequent vacancy, within twelve (12) months of said layoff, said individual will be recalled on the basis of previous seniority in the position.

ARTICLE XXVI

SEMINARS AND CONFERENCES

At the discretion of their respective immediate supervisors, a secretarial staff member shall be permitted to attend seminars/-conferences that will directly benefit that individual secretary and the school district.

ARTICLE XXVII

PAYMENT OF UNUSED SICK LEAVE

Upon retirement, the Board shall pay \$40 a day for all unused sick days beyond 60 days, to a maximum of \$5,000.

ARTICLE XXVIII

JOINT LABOR-MANAGEMENT COMMITTEE

A joint committee, four members total, will be formed to study the issue of working at home with prior approval of supervisor.

ARTICLE XXIX

2005-2006 Salary Guide

Class								
Step	VIII	VII	VI	V	IV	III	II	I
1	24,635	25,709	28,201	28,551	29,578	31,480	35,293	36,082
2	25,333	26,528	29,102	29,536	30,414	32,292	35,771	36,788
3	26,050	27,386	30,046	30,573	31,276	33,150	36,273	37,637
4	26,797	28,288	31,040	31,629	32,173	34,061	36,823	38,533
5	27,465	28,896	31,708	32,174	32,973	34,779	37,540	39,429
6	28,131	29,584	32,465	33,235	33,775	35,579	38,341	40,434
7	28,779	30,181	33,121	34,010	34,551	36,273	39,178	40,970
8	29,497	30,860	33,868	34,749	35,413	37,098	39,895	41,749
9	30,469	31,951	35,068	35,927	36,614	38,360	41,278	43,202
10	31,652	33,112	36,344	37,453	38,014	39,818	42,723	44,529
11	32,999	34,521	37,895	39,037	39,634	41,522	44,529	46,095
12 (M)	35,337	36,884	40,494	41,864	42,323	44,024	46,832	48,748

2006-2007 Salary Guide

Class								
Step	VIII	VII	VI	V	IV	III	II	I
1	25,331	26,437	29,005	29,365	30,422	32,381	36,308	37,121
2	26,050	27,281	29,932	30,379	31,284	33,217	36,801	37,848
3	26,788	28,164	30,904	31,447	32,171	34,102	37,318	38,723
4	27,558	29,094	31,928	32,535	33,095	35,040	37,885	39,646
5	28,246	29,720	32,616	33,096	33,919	35,779	38,623	40,569
6	28,932	30,428	33,396	34,189	34,745	36,604	39,448	41,604
7	29,600	31,044	34,072	34,987	35,545	37,318	40,310	42,156
8	30,339	31,742	34,841	35,748	36,432	38,168	41,049	42,958
9	31,340	32,867	36,077	36,962	37,669	39,468	42,473	44,455
10	32,558	34,062	37,391	38,533	39,111	40,969	43,962	45,822
11	33,946	35,514	38,989	40,165	40,780	42,725	45,822	47,435
12 (M)	36,354	37,948	41,666	43,077	43,549	45,302	48,194	50,167

2007-2008 Salary Guide

Class								
Step	VIII	VII	VI	V	IV	III	II	I
1	26,109	27,248	29,893	30,264	31,353	33,371	37,416	38,253
2	26,850	28,117	30,848	31,309	32,240	34,232	37,923	39,002
3	27,610	29,027	31,849	32,408	33,154	35,143	38,456	39,903
4	28,403	29,985	32,904	33,529	34,106	36,109	39,039	40,853
5	29,112	30,630	33,612	34,107	34,955	36,871	39,799	41,804
6	29,818	31,359	34,415	35,233	35,805	37,720	40,650	42,870
7	30,506	31,993	35,112	36,054	36,629	38,456	41,537	43,439
8	31,267	32,713	35,904	36,839	37,543	39,332	42,299	44,265
9	32,299	33,871	37,177	38,089	38,817	40,670	43,765	45,806
10	33,553	35,102	38,531	39,707	40,303	42,216	45,299	47,215
11	34,982	36,597	40,176	41,388	42,022	44,025	47,215	48,876
12 (M)	37,463	39,104	42,934	44,387	44,874	46,679	49,658	51,690

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall go into effect on July 1, 2005, and shall expire on June 30, 2008. It shall be renegotiated prior to its expiry by the use of the negotiations procedures provided in this Agreement; but if neither side requests a negotiation session for this purpose at least one month prior to expiry date, the Superintendent shall set a date for such a session.

This Agreement may be amended by mutual written agreement of the Board and the Association at any time. It may not be amended orally, but this provision shall not preclude oral agreement as to matters of procedure set forth under the heading of "Negotiations."

Within thirty (30) days after ratification of the proposed modified agreement by the Board and the Association, both presidents shall sign six copies of the ratified agreement.

THE RIDGEWOOD BOARD OF EDUCATION

BY _____
President

THE RIDGEWOOD ASSOCIATION OF
EDUCATIONAL SECRETARIES

BY _____
President

DATED: _____