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12-11

AGREEMENT BETWEEN

RINGWOOD BOARD OF EDUCATION

AND

RINGWOOD ADMINISTRATORS AND SUPERVISORS

ASSOCIATION

X JULY 1, 1983 - JUNE 30, 1986

PREAMBLE

This AGREEMENT made and entered into as of this 2nd day of May 1983 by and between the Board of Education of The Ringwood School District and the Ringwood Administrators and Supervisors Association, Local 33 of the American Federation of School Administrators, AFL-CIO.
(Hereinafter referred to as RASA.)

WHEREAS RASA has submitted satisfactory evidence that it represents a majority of supervisory employees in the titles covered by this agreement:
and

WHEREAS RASA is therefore deemed to be the exclusive collective bargaining representative of all administrative employees covered by this agreement:
and

WHEREAS an agreement entered into by and between the parties on July 1, 1983 by its term will expire June 30, 1986.

Now therefore it is agreed as follows:

ARTICLE I - RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, the Ringwood Board of Education hereby recognizes the Ringwood Administrators and Supervisors Association as majority representative and as the exclusive and sole representative for collective negotiations with respect to the salary and the terms and conditions of employment for the following personnel whether under contract, on leave, now employed or as may be hereinafter employed by the Board:

PRINCIPALS

VICE PRINCIPALS

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions

1. A "grievance" is a claim by a member of the Association that he has been treated unfairly or improperly in terms of the application or violation of this contract, Board policies and Administrative decisions affecting terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A grievance to be considered under this procedure must be initiated within 30 calendar days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any grievance which may arise affecting members of RASA.

C. Procedure

1. The time limits indicated at each level should be considered as the maximum times and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual written agreement.
2. The following shall be the order of appeal in all cases involving an aggrieved member in this unit.

<u>Grievant</u>	<u>Step 1</u> <u>(Informal)</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Vice Principal	_____	Principal	CSA	Board
Principal			CSA	Board

Step 1: The grievant shall first discuss the grievance informally with their immediate superior (as per section 2). Such complaint shall be made within the 30 calendar day limit. If no satisfactory disposition of grievance is reached informally, the grievant may move to the next appropriate step.

Step 2: (Vice Principal Only)
 If the grievance hasn't been satisfactorily resolved informally in step one (1), the grievant shall have ten (10) school days to file a formal written grievance with their immediate superior. Failure to file the grievance within this or any other time limits stated shall serve to show abandonment of the grievance by the grievant. The superior administrator shall respond in writing to this grievance within ten (10) school days, sending a copy of the grievance and his/her response to both the grievant and the CSA.

Step 3: If no satisfactory resolution of the grievance is reached at step two (2) or the grievant is a Principal, the grievant shall have ten (10) school days to file a written grievance with the CSA. The CSA shall, within ten (10) school days, notify the grievant of a specific date for a meeting to review the grievance. The CSA shall then submit a written decision on the grievance to the grievant within twenty (20) days from the time of the meeting.

ARTICLE II - GRIEVANCE PROCEDURES (Continued)

C. Procedure (continued)

Step 4: If no satisfactory resolution is reached at step three (3), the grievant shall have ten (10) school days to file a written appeal with the Board of Education. Said request shall be made in writing with copies to the CSA and the Board Secretary. The Board will, as early as possible, set a date for a hearing on the grievance and will, as soon as possible, but not later than two (2) months after the hearing, render a decision in writing and forward same to the grievant.

Step 5: Advisory Arbitration

- a. If the aggrieved person is not satisfied with the disposition of their grievance at step four (4), they may, within (10) ten school days after a decision by the Board, submit the grievance to advisory arbitration. Only those grievances pertaining to contractual matters may proceed to this level.
- b. Within ten (10) school days after such written notice of submission to advisory arbitration, the Board and the aggrieved or their representative shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedurs of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the aggrieved or their representative and hold meetings promptly and shall issue their decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to may any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall further be without the power or authority to add anything to or subtract anything from the specific provisions of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and the aggrieved.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III - SICK LEAVE POLICY

- A. Definition of Sick Leave - Sick leave is hereby defined to mean the absence from one's post of duty, of any person because of personal disability due to illness or because they have been excluded from the school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in their immediate household.
- B. Members of the Association on twelve (12) month contracts shall be allowed sick leave with full pay in the amount of twelve (12) days in any given year. Employees on less than twelve (12) month contracts shall be allowed comparable pro-rated sick leave.
- C. Accumulated Sick Leave - All days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave if needed in subsequent years.
- D. In the event of death, retirement, resignation or termination, the member or his estate shall receive compensation for unused sick leave at the rate of \$30.00 per day, maximum amount not to exceed \$4,500.00. Where it is known or can be anticipated (such as retirement or resignation) ten (10) months notice shall be given to the Board and any money due shall be paid with final check. In the event of death or termination, any money due shall be paid within one year of such occurrence.

ARTICLE IV - TEMPORARY LEAVE OF ABSENCE

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one (1) school year.

A. All Administrators shall be entitled to the following leaves of absence at full pay.

1. Five (5) days for bereavement upon the death of a spouse, parent, child, grandparent, brother, sister or father or mother-in-law.
2. One (1) day for breavement of a person not covered in Paragraph A-1. Aunts, uncles, etc.
3. Three (3) days for illness in the immediate family, defined to mean the employees spouse, child or blood relative. Spouse includes an adult living with the employee in conjugal relationship.

Illness means serious illness requiring the employee's attendance as attested to by a physician.

4. Four (4) days for personal business which cannot be taken care of outside the normal school day. Acceptable reasons for personal leave shall include; but not be limited to:
 - a. one day with no reason given
 - b. legal matters
 - c. moving day
 - d. internal revenue service appointment
 - e. graduation of self, spouse or child
 - f. business or household obligations

B. Application for leave under A1, A2, A3 or A4 shall be made as soon as it is known the time that is required.

C. The Board agrees that any days not taken under A4 personal days may at the end of the school year be transferred and carried over as accumulative sick leave.

D. Leave under A4 (a), (c), (d), (e), (f) and A4 (b) except for appearances under subpoena is not available on consecutive days. Such leave is also not available on any day before or after a week-end, holiday or vacation day. Nor, is it available during the first five (5) days or the last five (5) days of the school calendar year.

ARTICLE V - LEAVE OF ABSENCE

An extended leave of absence for up to one (1) year without pay, may be granted to an Administrator upon recommendation of the CSA of Schools and approval of the Board of Education. An Administrator who is granted such leave shall return to a comparable position in the job title held at the time the leave was granted.

ARTICLE VI - RIGHT OF PRIVACY

Any discussion regarding the performance and evaluation of any member of RASA shall only take place in private session, unless the member(s) in question has (have) given the Board permission in writing to do otherwise.

ARTICLE VII - ADMINISTRATOR FILES

Each Supervisor's file shall be maintained under the following circumstances:

1. No material derogatory to an Administrator's professional conduct/or service, shall be placed in the files unless the Administrator has had an opportunity to read the material. The Administrator shall acknowledge that they have read such material by affixing his signature on the actual copy to be filed, and initialing each page, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content. The Administrator shall have the right to answer any material filed and his answer shall be attached to the file copy.
2. Upon request by the Administrator, they shall, as soon as possible thereafter, be permitted to examine their files.
3. The Administrator shall be permitted to receive a reproduction of any material in their files.
4. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Board or a competent jurisdiction.

ARTICLE VIII - FRINGE BENEFITS

1. Mileage - Administrators will be reimbursed at the prevailing rate per mile for travel directly related to school business after approval of the voucher by the CSA. The voucher will identify the nature of business conducted.
2. Printing of Contract - The Board will be responsible for distributing copies of the negotiated contract within ten (10) days after said contract has been approved and signed by both parties.
3. Vacation Days - Administrators will accumulate during the year at the rate of two (2) days per calendar month, plus as follows:

on the:	5th anniversary	- + 2 additional days	- total	26
	6th anniversary	- + 2 additional days	- total	26
	7th anniversary	- + 3 additional days	- total	27
	8th anniversary	- + 3 additional days	- total	27
	9th anniversary	- + 4 additional days	- total	28
	10th anniversary	- + 4 additional days	- total	28
	11th anniversary	- + 5 additional days	- total	29
	12th anniversary	- + 6 additional days	- total	30

and, each year thereafter they shall receive 30 days total.

Such days may be taken at any time during the year with the approval of the CSA. Should a member of the Association leave the district before the vacation is utilized they shall be paid for accumulated days applicable for that year. Vacation days are not accruable to be held over from year to year.

4. Tuition Reimbursement - Reimbursement for advanced study will be \$300.00 plus 75% of any additional tuition cost to a maximum of \$600.00 per year. Such reimbursement may be paid in advance upon approval of the CSA. Tenure is not required. Course must be approved by the CSA prior to taking the course and must be related to improving performance on the job.
5. Dental and Medical Plan - Dental Plan will provide full family coverage. Medical Plan will provide full family coverage and major medical benefits.
6. Each member of RASA shall be allowed a sum not to exceed \$200.00 per year for membership, dues, subscriptions, etc. in any group such as ASCO or other which help to advance curriculum development or supervisory experience. Such membership must be approved by the CSA.
7. Longevity - Administrative Longevity is granted for full-time Administrative service, in Ringwood, in a position for which Principal or School Administrator certification is required.

<u>Years of Service</u>	<u>Compensation</u>
9, 10 and 11	\$ 600
12, 13 and 14	\$ 800
15 or more	\$1,000

Payable with the first pay check of the fiscal year in which the anniversary takes place.

ARTICLE VIII - FRINGE BENEFITS (Continued)

8. Time Off for Snow Days - The CSA has the authority, at his discretion, to grant Administrators the privilege of doing some work at home during Christmas and Easter vacations, or on snow days.

Administrators requesting such time shall make known to the CSA what project or work would be done and how they could be reached if needed.

ARTICLE IX - HOLIDAYS

Administrators shall have fifteen (15) holidays per year, as follows:

Last Full Day Before New Year's Day
New Year's Day
President's Day
Good Friday
Easter Monday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving (2)
Last Full Day Before Christmas
Christmas Day
First Full Day After Christmas

In the event that schools are in session on any of these holidays, the Administrators will be given another day off.

ARTICLE X - MANAGEMENT RIGHTS

The Board of Education specifically retains all of the legal authority including, but not limited to, the following:

- A. The right to direct the 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 of duty because of lack of work or for other legitimate reasons.
- D. To maintain efficiency of the school district operations entrusted to them.
- E. To determine the methods, means and personnel by which operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XI - WAGE SUPPLEMENT

Administrative Salary GuideMiddle School Principal

<u>Step</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
7th	\$ 39,963	\$ 41,713	\$ 44,925
6th	38,113	40,838	44,025
5th	37,263	39,963	43,125
4th	36,413	39,088	42,225
3rd	35,563	38,213	41,325
2nd	34,713	37,338	40,425
1st	33,863	36,163	39,525

Elementary School Principal

<u>Step</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
7th	\$ 37,087	\$ 39,787	\$ 42,870
6th	36,287	38,962	42,020
5th	35,487	38,137	41,170
4th	34,687	37,312	40,320
3rd	33,887	36,487	39,470
2nd	33,087	35,662	38,620
1st	32,287	34,837	37,770

Vice Principal

<u>Step</u>	<u>1983-84</u>	<u>1984-85</u>	<u>1985-86</u>
7th	\$ 30,693	\$ 32,843	\$ 35,382
6th	29,943	32,068	34,582
5th	29,193	31,293	33,782
4th	28,443	30,518	32,982
3rd	27,693	29,743	32,182
2nd	26,943	28,968	31,382
1st	26,193	28,193	29,982

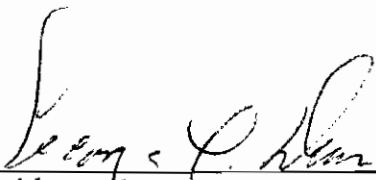
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 123, Public Law 1974. Should no new contract be negotiated by the termination date of this agreement, this contract shall remain in full force and effect until such time as a new contract is negotiated and signed.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries on the 10th day of May 1983.

RINGWOOD BOARD OF EDUCATION

AND

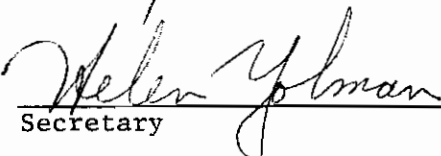
RINGWOOD ADMINISTRATORS AND
SUPERVISORS ASSOCIATION



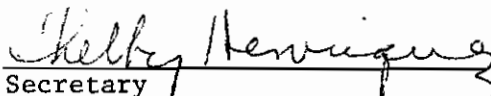
President



President



Secretary



Secretary