

Contract no. 662

AGREEMENT

between

RIDGEWOOD BOARD OF EDUCATION

and

**RIDGEWOOD ASSOCIATION
OF
EDUCATIONAL SECRETARIES**



Effective July 1, 1990 - June 30, 1993

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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 Education 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 VI. 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 any staff member because of not being 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, then 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 consisting of not more than three (3) persons on each panel at any meeting. 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; shall be submitted to the Board and to the Association; if approved by both of them, 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 Head Payroll Accountant
- Class II Secretary to Assistant Superintendent
Assistant to Director of Special Programs
Transportation Coordinator
Secretary to High School Principal
Secretary/Records Assistant
Accounts Bookkeeper
Assistant Payroll Accountant
- Class III Head Secretary - High School Main Office
- Class IV Secretary to a Director
Secretary to Middle School Principal
Secretary to Supervisors/Specialists
Secretary - Child Study Team
Machine Operator - Budgetary
Business Procedures Assistant
Accounts Secretary
- Class V Secretary to Unit and Grade Administrators
Secretary to Executive Assistant to High School
Principal
- Class VI General Secretary
Switchboard Operator/Receptionist
Main Office/Guidance/Educator: Center

10 months/10 1/4 months

- Class VII Secretary to Elementary Principal
(prorated over Class IV)
- Class VIII Secretary to Unit Administrators
(prorated over Class V)
- Class IX General Secretary (prorated over Class VI)
Attendance Secretary - High School
Secretary/Technician - Instructional Media
Center
Main Office/Guidance/Education Center

ARTICLE VI

HOURS OF WORK - OVERTIME

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

The regular work week shall be thirty-five (35) hours for all full-time employees. Part-time employees' hours shall be mutually agreed to by the employee and her supervisor, not to exceed thirty-five (35) hours per week.

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 rate 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 and one-quarter and 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 hourly rate of pay and work for the last five days in August by 10 1/4 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 her basic daily contract rate and the higher salary classification rate for the duration of the substitution.

ARTICLE VII

WORK TIME, VACATION, HOLIDAYS 1990-91, 1992-93

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.

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 work day 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 1, 1990, to June 30, 1991:

Wednesday, July 4, 1990	Independence Day
Monday, September 3, 1990	Labor Day
Monday, October 8, 1990	Columbus Day
Friday, November 9, 1990	N.J.E.A. Convention
Thursday, November 22, 1990	Thanksgiving Day
Friday, November 23, 1990	Thanksgiving Recess
Monday, December 24, 1990	Christmas Eve
Tuesday, December 25, 1990	Christmas Day
Tuesday, January 1, 1991	New Year's Day
Monday, January 21, 1991	Martin Luther King Day
Monday, February 18, 1991	Washington's Birthday
Friday, March 29, 1991	Good Friday
Monday, May 27, 1991	Memorial Day

For the contract period July 1, 1991, to June 30, 1992:

Thursday, July 4, 1991	Independence Day
Monday, September 2, 1991	Labor Day
Wednesday, September 18, 1991	Yom Kippur
Friday, November 8, 1991	N.J.E.A. Convention
Thursday, November 28, 1991	Thanksgiving Day
Friday, November 29 1991	Thanksgiving Recess
Tuesday, December 24, 1991	Christmas Eve
Wednesday, December 25, 1991	Christmas Day
Wednesday, January 1, 1991	New Year's Day
Monday, January 20, 1992	Martin Luther King Day
Monday, February 17, 1992	Washington's Birthday
Friday, April 17, 1992	Good Friday
Monday, May 26, 1992	Memorial Day

For the contract period July 1, 1992, to June 30, 1993:

Monday, September 7, 1992	Labor Day
Wednesday, October 7, 1991	Yom Kippur
Friday, November 6, 1992	N.J.E.A. Convention
Thursday, November 26, 1992	Thanksgiving Day
Friday, November 27, 1992	Thanksgiving Recess
Thursday, December 24, 1992	Christmas Eve
Friday, December 25, 1993	Christmas Day
Friday, January 1, 1993	New Year's Day
Monday, January 18, 1993	Martin Luther King Day
Monday, February 15, 1993	Washington's Birthday
Friday, April 19, 1993	Good Friday
Monday, May 31, 1993	Memorial Day

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 days when school is dismissed at 12:45 p.m. for a school recess such as Thanksgiving.

Attendance at the N.J.E.A. Convention is an important professional opportunity. Twelve-month secretarial/clerical personnel shall give at least forty-eight (48) hours notice to their supervisors of their anticipated absence.

2. TEN-MONTH SECRETARIES

Work Week

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

Work Year

Ten-month Secretaries - September 1 through June 30.

Ten and one-quarter (10 1/4)-month Secretaries - work the last five (5) working days in August through June 30 of the following year. Secretaries will work on days school is in session, or when teachers are on duty even if school is not in session.

Work Beyond Contract Period

If an administrator requires a ten-month or ten and one-quarter-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

Applicants for secretarial positions must demonstrate competency to hold the position for which they are applying.

At the discretion of the Immediate supervisor, a member of the secretarial staff may participate in the interview process.

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. In making this determination, the administrator may include input from secretarial associates of the probationary employee.

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.

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 shall be adequately publicized, showing classification and salary range 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 probationary secretarial/clerical and technical employees and at least once every three years for such employees on tenure.

ARTICLE XII

FAIR DISMISSAL

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

- a. written offer 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; that grievance will be processed through the grievance procedure described in Article XXII.

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 and 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 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 XXII and 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 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

DIFFERENTIALS

Secretary to the Assistant Superintendent of Schools

A differential of two and one-half (2 1/2) percent will be applied after one year's satisfactory service in the position. This differential is exclusive of the negotiated salary guide.

Merit Differentials

Payment increases are made available at the sole discretion of the Superintendent of Schools.

ARTICLE XVII

LONGEVITY PAY PLAN

Commencing with 1991-92, 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; and four (4) percent of base pay beginning with the twenty-first year of service in 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 XVIII

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. 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 XIX

HOSPITAL/MEDICAL/SURGICAL PLAN

For Eligible Employees

The Board of Education will pay 100% of the premium costs for Connecticut General Prevailing Fee Hospital/Medical/Surgical Plan.

For Dependents of Eligible Employees (up to age 23 for dependent children)

The Board of Education will pay ninety (90) percent of premium costs for Connecticut General Prevailing Fee Hospital/Medical/Surgical Plan.

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

ARTICLE XX

MAJOR MEDICAL/DENTAL COVERAGE

Major medical insurance, including catastrophic coverage, for eligible employees and their dependents, shall be provided 100% by the Board.

A comprehensive dental plan shall be provided for all eligible employees and their dependents. The plan provides for the payment of eighty (80) percent of all reasonable and customary charges for basic services and fifty (50) percent of all major restorations with a \$50 deductible to a maximum of \$1,000 per year.

Retired Board employees and their dependents shall be included in the Major Medical and/or Dental Plans at the employee's expense and option. Dependents of deceased employees shall be allowed to remain as members of the Ridgewood Group Major Medical/Dental Plans as long as they qualify as dependents.

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 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.

Health benefits will not take effect for any new employee until sixty (60) days from the commencement of employment.

ARTICLE XXI

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 XXII

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 XXIII

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 she or they 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 her grievance to her 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 her 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 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 Education 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 Education 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 Education 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, advisory 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.**

3. 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 her 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 XXIV

PERSONNEL RECORDS

Board Policy 313 permits employees to review their own permanent record files upon request.

ARTICLE XXV

STAFF ABSENCE PROVISIONS

Preface

Each staff member, when absent from her position for any reason applicable under Article XXV, 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 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 or recuperation, any venture resulting in remuneration for services rendered by a staff member or any other reason provided in the Agreement or by Board Policy. A staff member shall have available each school year three (3) personal business days, one without loss of pay and without reason given, and two without loss of pay but with the prior approval of the Superintendent or his representative.

The essential nature of the reason for such absence and evidence that working time is required must be clear and beyond question.

No personal business day without reason furnished shall be allowed immediately before or after a holiday or recess for which the schools are closed. 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.

Among the reasons which may be considered valid are:

- House closing or other important business transactions
- College graduation of self or member of the immediate family
- Death of a relative or a close friend
- Wedding of a staff member or member of immediate family
- Medical appointments which can only be scheduled during work time

ARTICLE XXVI

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%).

* See page 25

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 XXVII

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.

* Refers to all Classes listed in ARTICLE V - UNIT DEFINITION

ARTICLE XXVIII

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 XXIX

PAYMENT OF UNUSED SICK LEAVE

Upon retirement, the Board shall pay \$30 a day for all unused sick days beyond 60 days, to a maximum of \$3,000 in 1990-91; and \$35 per day to a maximum of \$3,500 in 1991-92; and \$40 per day to a maximum of \$4,000 in 1992-93.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall go into effect on July 1, 1990, and shall expire on June 30, 1993. 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 Thomas R. Brone
President

THE RIDGEWOOD ASSOCIATION OF
EDUCATIONAL SECRETARIES

BY Kath A. Major
President

DATED: July 3, 1991

AGREEMENT
between
RIDGEWOOD BOARD OF EDUCATION
and
RIDGEWOOD ASSOCIATION OF EDUCATIONAL
SECRETARIES

CORRECTIONS
July 1, 1990 - June 30, 1993

On page 8 corrections to Holiday Schedule as follows:

1991-92 Holiday Schedule (page 8):

Monday, May 25, 1992 - Memorial Day

1992-93 Holiday Schedule (page 9):

Friday, April 9, 1993 - Good Friday

8/30/91