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A G R E E M E N T

Between

RAMAPO INDIAN HILLS
EDUCATIONAL SECRETARIES ASSOCIATION

and

BOARD OF EDUCATION

of the

RAMAPO INDIAN HILLS REGIONAL HIGH SCHOOL DISTRICT

JULY 1, 1976 to JUNE 30, 1977

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Labor Relations

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RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

The Ramapo Indian Hills Regional High School District Board of Education, to be known herein as the "Board", hereby recognizes the Ramapo Indian Hills Educational Secretaries Association, to be known herein as the "Association", as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of all secretarial, clerical and data processing personnel employed by the Board, except the secretary to the Superintendent of Schools, the secretary to the School Board Secretary, the personnel secretary, and the District Data Processing Coordinator.

This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article 1 of the New Jersey Constitution, or any applicable law or State Administrative Regulation now or hereafter enacted or promulgated.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee and/or the Association based upon an alleged misrepresentation, misapplication, or violation of this Agreement, or of any Board policy, or administrative decision concerning working conditions or terms of employment of persons in the negotiating unit.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

An employee with a grievance shall first discuss it with her immediate supervisor, with the objective of resolving the matter informally.

3. Level Two

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, she may file the grievance in writing with the Association within five (5) working days after the decision at Level One, or ten (10) working days after the grievance was presented, whichever is sooner. If the Association determines to submit the grievance to the Superintendent of Schools, it shall do so within ten (10) working days after receipt of a request by the aggrieved person. In submitting such a grievance to the Superintendent of Schools, the Association shall state in writing the nature of the claim, the factual allegations of the grievant and of other parties involved, findings of fact with respect to any factual dispute, its opinions as to whether or not the grievance is meritorious, and its recommendations, including, but not in limitation, an appropriate remedy.

4. Level Three

(a) If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, she may, within five (5) working days after a decision by the Superintendent, or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit her grievance to the Board of Education. If the Association determines to submit the grievance to the Board of Education, it shall do so within five (5) working days after receipt of the request by the aggrieved person. In submitting such a grievance to the Board of Education, the Association shall state in writing the nature of the claim, the factual allegations of the grievant and of other parties involved, findings of fact with respect to any factual dispute, its opinion as to whether or not the grievance is meritorious, and its recommendations, including, but not in limitation, an appropriate remedy.

(b) Within five (5) working days after receipt of such a written submission of the grievance from the Association, the Board and the Association shall attempt to agree upon a mutually acceptable time and place for the Board to hear the grievance.

In any event, the Board shall schedule a hearing as promptly as possible and in no event later than fifteen (15) working days from the date of the submission of the grievance in writing to the Board, and the Board shall hold such hearings as are necessary and issue its decision not later than ten (10) working days from the date of the close of the hearings, or if oral hearings have been waived by the grievant and the Association, then from the date upon which the written statement of the grievance and proof on the issues have been submitted to the Board. The Board's decision shall be in writing and shall set forth its findings of fact, reasoning and conclusions on the issue submitted. The Board's decision shall be final and binding.

D. Rights of Employees to Representation

1. Subsequent to Level One, any party in interest may be represented at all stages of the grievance procedure by herself, or at her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure subsequent to Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the principal directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance through all levels of the grievance procedure subsequent to Level One, even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Administration and the Association, subject to Board approval, and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and hearings under this procedure shall not be conducted in public and shall be attended only by such parties in interest and their designated or selected representatives heretofore referred to in this article.

F. Limitation

Any grievance not presented in writing within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants. Any grievance not submitted in writing to the Superintendent under Level Two within fifty (50) days after the aggrieved person knew or should have known of the event or action upon which the grievance is based, shall conclusively be deemed waived.

ARTICLE III

NO STRIKE, NO SANTIONS

The Association agrees to refrain from strikes, work stoppages, boycotts, sanctions, and other concerted action against the Board or the District for the term of this agreement.

ARTICLE IV

EXISTING POLICY
AND BOARD PREROGATIVE

Any other existing written policies germane to the terms and conditions of employment of persons in the unit shall remain in force even if not expressly mentioned herein unless they shall be changed by mutual agreement of the Board and the Association. Except as expressly in this agreement or by such policies limited, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the schools and the offices therein located in all aspects.

ARTICLE V

SALARIES

1. Bargaining unit employees shall be paid the salaries shown in Schedule "A", which is attached hereto and made part hereof.
2. When an employee of the bargaining unit is promoted from one grade to another, said employee shall be placed on the step of the next grade level which she would have attained had she remained on the lower grade level.
3. Commencing with the 1st day of the month succeeding the 9th anniversary year of service to this District of an employee in the bargaining unit, an additional payment of \$300. will be added to the contractual annual salary as longevity pay.
4. Nothing in this agreement or any schedule hereto shall be construed to limit or modify the rights of the District or the rights of any employee under NJSA 18A:28-5.

ARTICLE VI

WORK SCHEDULE

1. All working days will be seven (7) hours in length, exclusive of a free one (1) hour lunch period, and all working weeks will be thirty-five (35) hours in length, exclusive of lunch, unless otherwise herein stipulated.
 - A. Inclement Weather - When the faculty is released early, all employees in this bargaining unit shall also be dismissed.
 - B. Every Friday in July and August, and on those days preceding holidays, and holiday weekends, the employees of the bargaining unit shall be dismissed one-half hour early.
2. The working hours at any time when school is not in session shall be 8:00 a.m. to 3:30 p.m.

ARTICLE VII

VACANCIES AND NEW POSITIONS

1. Notices of all vacancies shall be posted in each school by the Board or its agent.
2. The notice shall be posted for at least five (5) workdays, and employees interested therein must submit a written application to the Business Administrator-Secretary to be considered for the vacancy.
3. All such applicants shall be notified in writing that their application has been received and shall be further notified in writing when the vacancy has been filled, whether or not said applicant has been selected to fill the vacancy.
4. If the foregoing has been complied with, the final determination of the Board concerning the filling of a vacancy or a new position shall not be subject to the grievance procedure.

ARTICLE VIII

OVERTIME

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate (based on 1,820 hours per year).

ARTICLE IX

HOLIDAYS AND VACATIONS

1. Persons Employed for Ten Months

Persons employed for ten (10) months are to work from September 1 through June 30. They are not to work during Christmas, Winter and Spring vacations, or on any holiday for twelve (12) month employees.

2. Persons Employed for Twelve Months

Persons employed for twelve (12) months are to have four (4) weeks (twenty working days) vacation with pay after one (1) full year of employment in the school system, at a time agreed upon with the immediate supervisor. An employee will be credited for a vacation allowance after twelve (12) weeks service. The allowance will be prorated on the basis of twenty (20) working days for fifty-two (52) weeks of service.

3. Twelve-month employees are to be paid holidays as follows: July 4, Labor Day, Columbus Day, Veterans' Day, two (2) days for NJAES Convention, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday and Memorial Day, with compensatory time to be granted in any instance where twelve-month employees are called upon to work on any of the above-mentioned days. If school is open on Veterans' Day, Washington's Birthday, or any of the above-mentioned days, another day(s) in lieu of the holiday will be granted. Members of the unit will not be required to report when school is closed for inclement weather, except by special order of their immediate supervisor.

ARTICLE X

ABSENCES AND LEAVES

1. An employee who is going to be absent from work will call the answering service between 6:30 p.m. and 7:00 a.m. to report inavailability to work. Upon return to work, the absence form is to be filled out and turned in to the immediate supervisor promptly.
2. Employees will be notified of any pay deductions made in keeping with the Board's policy.
3. The Board shall allow twelve (12) days sick leave per year for twelve-month employees, all of which shall be cumulative; ten (10) days for ten-month employees, all of which are cumulative.
 - A. Upon retirement, members of this unit shall receive payment for all unused sick days accumulated after June 30, 1974, on the following basis:
 - (a) For each such unused sick day, the retiring employee shall be paid 1/480th of the annual salary stipulated for the first (1st) step of the Grade I salary guide for the year in which the sick day was accumulated.
 - (b) For the purpose of this computation, sick days hereafter taken shall be charged against, and deducted first from, those accumulated in each subsequent budget year to the end that those sick days first accumulated shall be those first lost for the purpose of this computation.

4. Other Allowable Absences:

A. Definition of Terms:

- (1) By "immediate family" is meant any relative residing in the same household as that of the employee, or any of the following relatives: mother, father, brother, sister, children, step-mother, step-father, step-brother, step-sister, step-children.
- (2) By "the family" is meant any relative not residing in the same household as that of the employee, namely, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandchildren and grandparents.

B. Absence for reasons given below, not allowable as sick leave, will be granted as follows: (Non-accumulative)

- (1) Up to five (5) days per contract year for death in the "immediate family" without deduction of pay.
- (2) Up to three (3) days per school year for death in "the family" without deduction of pay.
- (3) Up to a total of three (3) days per school year with full pay for any, but not for each, of the following reasons:
 - a. closing titles
 - b. moving day
 - c. court appearance
 - d. appearance at Internal Revenue Bureau
 - e. entering offspring in college
 - f. attending offspring's or spouse's graduation
 - g. attending wedding of member of immediate family
 - h. marriage
 - i. religious holidays
 - j. illness in immediate family
 - k. medical tests
 - l. adoption
 - m. for personal reasons (1 day only)
- (4) In the event of the death of an employee in the bargaining unit, the supervisor of said employee shall grant to a number of employees, appropriate in his discretion, sufficient time off to attend the funeral.
- (5) Up to three (3) additional days per school year with a deduction of \$15. per day for reasons given in Item 3 (a to l) above.
- (6) Full deduction (1/260th of the annual contract salary) if absence is in excess of the specified days allowable for reasons given in this Article.

C. Maternity Leave:

Employees shall be granted maternity leave of absence according to the following regulations:

- a. Employees who shall become pregnant shall advise the Administration, through their immediate supervisor, of their pregnancy during the third month thereof, or as soon thereafter as they become aware of the pregnancy.
 - b. Any employee may at any time after the third month of pregnancy request a voluntary leave of absence for pregnancy.
 - c. Employees requesting a voluntary leave of absence for pregnancy may be required to continue working through, but not beyond the fourth month of pregnancy.
 - d. The Board may require a pregnant employee to take an involuntary leave of absence at any time for the duration of the pregnancy if it reasonably concludes that (i) the employee cannot continue to perform her responsibilities in an efficient and capable manner by reason of her pregnancy, or (ii) she cannot so perform her duties without danger to herself or to the child she is carrying.
 - e. Leaves of absence for pregnancy, voluntary or involuntary, shall be with full loss of pay.
 - f. Any employee, male or female, adopting a child, may receive an involuntary leave of absence for not more than two months, which leave shall commence not more than two weeks prior to the date upon which the employee is to receive custody of the infant, provided, however, that the leave may commence earlier if necessary to fulfill the requirements of adoption.
 - g. Failure to notify the Administration of pregnancy, in accordance with subparagraph "a" hereof, shall be deemed a neglect of duty and an act of insubordination.
- D. Leaves of absence without pay for tenure employees shall be granted for a period of one (1) or two (2) calendar years for personal illness or illness in the immediate family.

ARTICLE XI

INSURANCE PROTECTION

- A. Effective July 1, 1976 the Board shall provide the following health-care insurance protection as indicated and pay the full premium for both employee and full family coverage for the period from July 1, 1976 through June 30, 1977.
 - 1. Connecticut General Life Insurance Company, Full Hospitalization-Medical-Surgical,
 - 2. Major Medical,
 - 3. Prescription Drug Plan,
 - 4. Connecticut General Life Insurance Company Dental Plan II-Schedule 4 includes: General Diagnostic, Preventive, Restorative, Endodontics, Periodontics, Prosthodontics, and oral surgery, with \$25. calendar year deductible (\$75. family).

80% - Class A Charge

60% - Class B Charge and Family Security Benefit

- B. For all employees who are returning to work for the ensuing school year, the Board shall pay premiums sufficient to keep the insurance coverage in effect without interruption.
- C. All new employees shall be enrolled in the health-care insurance protection on the 1st of the month succeeding that on which they are employed.
- D. If available from the insurance carried, the Board shall provide to each employee a description of the health-care insurance provided under this Article, same to be provided at the beginning of the school year.

ARTICLE XII

NEGOTIATION PROCEDURE

Both parties shall submit, in writing, all proposals for negotiation by October 1, 1976. The Board agrees to negotiate with the Association over a successor agreement in a good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment.

Receipt of a proposal shall be acknowledged within five (5) days. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of proposal. The parties may mutually agree to an extension of these deadlines. During negotiations, the Board and the Association shall present relevant data, exchange points-of-view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in the negotiations. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the parties.

During the term of the Agreement, should the Board desire to change any terms or conditions of employment of persons in the unit, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board any such proposed changes.

ARTICLE XIII

EMPLOYEE IMPROVEMENT

With the prior approval of the Superintendent of Schools, the Board agrees to pay 50% of the cost of tuition of courses taken by employees of this bargaining unit.

ARTICLE XIV

PAY DEDUCTIONS

- 1. When an employee has used during any school year the allowable sick days and all accumulated sick leave, full deduction of 1/260th of the annual contract salary will be made for each day's absence, unless leave is extended by vote of the Board of Education.

2. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under the rules and regulations of the N. J. State Department of Education pertaining thereto.

ARTICLE XV

AGREEMENT

1. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees of the bargaining unit now employed or hereafter employed.
2. This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977.

ARTICLE XVI

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board in the unit herein recognized shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, or refrain therefrom. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership or lack thereof in the Association and its affiliates, her participation or lack thereof in any activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this agreement or lack thereof with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she may have under New Jersey School Laws or other applicable laws and regulations of the State Board of Education and/or State Commissioner of Education. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in her office, position or employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE XVII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish or make available to the Association President one copy of Board minutes of public meetings and a synopsis of the audit report.

The Board will deliver a copy of the proposed agenda for public Board meetings if and when copies thereof are delivered to Board members, provided that nothing herein contained shall be construed to preclude the Board from conducting business not on the proposed agenda or from amending, altering or changing such agenda. The Board agrees that if it amends or alters the proposed agenda prior to the time fixed for the public meeting, every effort will be made to notify the Association President of such changes therein.

The Board agrees to make available to the President of the Association and/or her representative, for inspection and/or copying in response to reasonable requests from time to time, annual financial reports and audits, names and addresses of all non-certificated personnel and such other information as is neither privileged nor the work product of the Board or administration, which would assist the Association in developing programs.

- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, she shall suffer no loss in pay. Nothing herein contained shall be construed as requiring that such negotiations, grievance proceedings, conferences or meetings be scheduled during working hours.
- C. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and provided that such representatives check in at the building principal's office when entering the building.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon reasonable notice to and approval by the Board Secretary, or his designee, which approval shall not unreasonably be withheld.
- E. The Association shall have the right to use such typewriters, mimeographing machines, duplicating equipment and calculating machines as may be in each school upon reasonable notice to and approval by the building principal or his designee, which approval shall not be withheld unless such equipment as is desired is in use, or about to be used for other authorized purposes. The approval may be revoked if the equipment is required for school use after the Association has begun using it.

Such equipment shall be operated only by members of the Association experienced in its use, and the Association shall bear full financial responsibility for its misuse or damage while so being used.

The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration, provided that the amount of such use shall be reasonable and not burden the facilities.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees in the bargaining unit, and to no other organization purporting to represent said employees in the unit for collective bargaining purposes.

ARTICLE XVIII

TRANSFERS AND REASSIGNMENT

1. Involuntary transfers will be made only when conditions require it. The employee to be transferred shall be given every consideration possible as to available positions in the system. Seniority within the system shall be given consideration.
2. The immediate supervisor shall discuss the transfer with the employee and/or her representative and shall make the final assignment in writing.
3. In no event shall the final determination of the Board concerning an involuntary transfer or reassignment be subject to the grievance procedure.

SCHEDULE A

SALARY GUIDE
1976-1977

GRADE I

General Office Clerk
Guidance Office Clerk
Library Clerk
Switchboard Operator
Keypunch Operator
Data Processing Clerk

Step 1	\$ 6,075.
Step 2	6,345.
Step 3	6,615.
Step 4	6,885.
Step 5	7,155.
Step 6	7,425.
Step 7	7,695.
Step 8	7,965.
Step 9	8,235.

GRADE II

Attendance Secretary
Bookkeeper
Bookkeeping Machine Operator
General Office Secretary
Guidance Office Secretary
Library Technical Assistant
Data Processing Machine Operator
Secretary to Assistant to Superintendent

Step 1	\$ 6,670.
Step 2	6,940.
Step 3	7,210.
Step 4	7,480.
Step 5	7,750.
Step 6	8,020.
Step 7	8,290.
Step 8	8,560.
Step 9	8,830.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, this 29th day of March, 1976.

RAMAPO INDIAN HILLS EDUCATIONAL
SECRETARIES ASSOCIATION

BY: _____
Concetta Mattera, President

ATTEST:

Dorothy Goldfarb, Secretary

BOARD OF EDUCATION OF THE RAMAPO INDIAN
HILLS REGIONAL HIGH SCHOOL DISTRICT

BY: _____
James C. Gray, Jr., President

ATTEST:

C. Clarke Folsom, Secretary