

AGREEMENT

between

RAMSEY BOARD OF EDUCATION

and

RAMSEY OFFICE PERSONNEL ASSOCIATION

JULY 1, 2008 through JUNE 30, 2011

TABLE OF CONTENTS

	PREAMBLE	3
	RECOGNITION	4
ARTICLE I		
	NEGOTIATIONS PROCEDURES	5
ARTICLE II		
	GRIEVANCE PROCEDURE	7
ARTICLE III		
	EMPLOYEE RIGHTS	11
ARTICLE IV		
	ASSOCIATION RIGHTS AND PRIVILEGES	12
ARTICLE V		
	BOARD RIGHTS AND RESPONSIBILITIES	13
ARTICLE VI		
	SALARIES AND HOURS OF WORK.	14
ARTICLE VII		
	TRANSFERS, REASSIGNMENTS, AND PROMOTIONS	15
ARTICLE VIII		
	VACANCIES AND NEW POSITIONS	16
ARTICLE IX		
	COMPLAINT PROCEDURE	17
ARTICLE X		
	LEAVES	18
ARTICLE XI		
	EMPLOYEE IMPROVEMENT	22
ARTICLE XII		
	INSURANCE PROTECTION	23
ARTICLE XIII		
	VACATIONS	24
ARTICLE XIV		
	HOLIDAYS	25
ARTICLE XV		
	DEDUCTIONS FROM SALARY	26
ARTICLE XVI		
	MISCELLANEOUS	28
ARTICLE XVII		
	SENIORITY & JOB SECURITY	29
ARTICLE XVIII		
	DURATION OF AGREEMENT	30
ARTICLE XIX		
	SALARY GUIDES	31
APPENDIX A		
	VACATION SCHEDULE & HOLIDAY SCHEDULE	34
APPENDIX B		
	SUPERVISION - REPORT TABLE	36
APPENDIX C		

P R E A M B L E

THIS AGREEMENT, MADE AND ENTERED INTO on this 23rd day of June, 2009, by and between the RAMSEY BOARD OF EDUCATION, hereinafter referred to as the "Board", and the RAMSEY OFFICE PERSONNEL ASSOCIATION, hereinafter referred to as the "Association", represents the complete and final understanding on all issues between the Board and the Association for the term of this agreement.

ARTICLE I - RECOGNITION

- 1.1 The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purposes of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees under contract in the classifications set forth below.
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to female employees shall include male employees.

Employees Included:

Secretaries in Business Office
Secretaries in Superintendent's Office
Secretaries to all Principals
Secretaries to all Assistant Principals
Secretaries in Guidance Department
Ten Month Office Assistants
Twelve Month Office Assistants
Part Time Office Assistants
Part Time Hourly Office Assistants

Employees Excluded

Executive Secretary I
Executive Secretary II
Executive Secretary to the Business Administrator/Board
Secretary
Payroll Manager/Assistant Bookkeeper
Bookkeeper/Computer Operator

Note: A limit of three (3) Executive Secretaries shall be excluded from the Association. The person occupying the position of Executive Secretary II as of the date of ratification of this agreement shall not be counted toward the total. Upon termination of employment of the current Executive Secretary II, the limit shall remain 3 secretaries excluded from the unit. This limit shall expire on 6/30/2004.

ARTICLE II - NEGOTIATIONS PROCEDURES

- 2.1 It is agreed that all employees covered by this Agreement in accordance with Article I, "Recognition", shall have all rights granted to employees under Chapter 303, Public Laws of 1968. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all members of the negotiations unit and shall be reduced to writing. The Association shall notify the Board in writing when the Agreement has been ratified by the membership. The agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association.
- 2.2 The Association shall notify the Board of Education through the Office of the Business Administrator not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires of its readiness to meet for negotiating a new contract.
- 2.3 The scattergram for the parties' use in negotiations shall be constructed as follows: List all unit members on staff as of December 1 of the final year of the agreement together with their gross annual salary in effect at that time. The total of these salaries shall be considered the base for negotiations. The Ramsey Office Personnel Association shall participate in the distribution of moneys on the salary guide.
- 2.4 The Board agrees to furnish the Association, from time to time, available public information and data concerning the Ramsey Schools which the Association may require. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- 2.5 It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and, in the event either of the parties do not receive authorization to execute the Agreement negotiated by the members of negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.
- 2.6 Representatives of the Board and the Association shall be available to meet upon request of either party for the purpose of reviewing the administration of the Agreement. These meetings are not intended to by-pass the grievance procedure nor are they to be negotiating sessions.
- 2.7 Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters which they wish to discuss.

- 2.8 All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned duties.
- 2.9 Whenever any representative of the Association is mutually scheduled to participate during regular duty hours in negotiations or grievance proceedings, employee shall suffer no loss in pay.
- 2.10 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- 2.11 Should a mutually acceptable amendment to this Agreement be agreed upon by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement, with exception of contract renewal for non-tenure employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of 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. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.
2. 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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. 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, and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after employee would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.
2. 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 this process. The time limits specified may, however, be extended by mutual agreement.

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
4. **Level One**

An employee with a grievance shall first discuss it, either directly or through the Association's designated representative, with the immediate supervisor in an informal conference in the hope of resolving the matter at the lowest possible administrative level.
5. **Level Two**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, employee may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Business Administrator.
6. **Level Three**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Business Administrator, employee may within five (5) school days after a decision by the Business Administrator or fifteen (15) school days after the grievance was delivered to the Business Administrator, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education.
7. **Level Four**
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board of Education, the employee may, within ten (10) school days after the decision by the Board of Education or twenty five (25) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person, and both parties may agree at this time that arbitration shall or shall not be final and binding.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 Public Employees Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employees Relations Commission in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then his decision shall be issued not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of facts, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties if so agreed to as set forth in Section C, Paragraph 7.a.
- 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 Association. Any other expenses shall be paid by the party incurring the same.

D. Rights of Employees to Representation

- 1. Any party in interest may be represented at all stages of the grievance procedure by herself, or at her option, by a representative(s) 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.
- 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 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 judgement of the Association, a grievance affects a group or class of employees, the Association may submit grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure 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, Three and Four of the grievance procedure shall be in writing, setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 7.c. of this article.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.

ARTICLE IV - EMPLOYEE RIGHTS

- 4.1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board 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 of 1968 or other laws of New Jersey, of the Constitution 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.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.3 Whenever any employee is required to appear before the Superintendent, the Business Administrator or their designees, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then employee 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 and represent employee during such meeting or interview.
- 4.4 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- 5.1 The Board agrees to furnish to the Association in response to its reasonable requests, all public information.
- 5.2 Whenever any representative of the Association is required to participate during working hours in negotiations or grievance proceedings, she shall suffer no loss in pay.
- 5.3 The Association shall have the right to use school buildings at reasonable hours for meetings with the approval of the building Principal. The Principal of the building in question shall receive requests in advance for the use of meeting facilities. Aforesaid approval shall not be unreasonably withheld.
- 5.4 The Association shall have the right to use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessary as a result thereof.
- 5.5 One work location per building shall be reserved in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business.

All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.
- 5.6 The Association shall have the right to use the inter-school mail facilities and school mail boxes. Said facilities shall not be used for general distribution.
- 5.7 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, and to no other organizations.

ARTICLE VI - BOARD RIGHTS AND RESPONSIBILITIES

- 6.1 The Board, on its own behalf and on behalf of the citizens of the Borough of Ramsey, New Jersey, hereby retains and reserves unto itself, except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- 6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- 6.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18A School Laws of New Jersey, or any other national, state or county laws or regulations as they pertain to education.

ARTICLE VII - SALARIES AND HOURS OF WORK

- 7.1 The salaries of all employees covered by this Agreement are set forth in Appendix A.
- 7.2 The regular work week shall be thirty-five hours. All hours over thirty-five (35) hours in any one week or seven (7) hours in one day shall be compensated by the following formula:
- From 35 - 40 hours - In cases of emergency, the immediate supervisor may extend the workday to eight (8) hours. The employee shall receive compensatory time off equal to the number of hours worked. This compensatory time shall be accumulative.
- Over 40 hours - 1-1/2 times the hourly rate.
- 12 month contracts - 1/1820th of annual salary shall constitute hourly pay.
- 10 month contracts - 1/1540th of annual salary shall constitute hourly pay.
- 7.3 Twelve month employees shall be paid in twenty-four (24) equal installments.
- 7.4 Ten month employees shall be paid in twenty (20) equal installments.
- 7.5 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- 7.6 Twelve month secretarial personnel shall have a regular work week of thirty (30) hours from July 1 through August 31. In case of emergency, the immediate supervisor may extend the workday to seven (7) hours. The employee shall receive compensatory time off equal to the number of hours worked. This compensatory time shall be accumulative.
- 7.7 An employee assigned to another category shall be paid the hourly difference after five (5) days in this position if this position is in a higher category.
- 7.8 The Board will endeavor to establish a suitable substitute list for employees covered by this agreement.
- 7.9 Contract of employment received by employee no later than May 30th of each contract year whenever possible.

ARTICLE VIII - TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- 8.1 During the lifetime of this Agreement, the Administration shall post in each building openings and promotion positions. Said notices shall remain posted for a period of five (5) working days prior to the contracted filling of said opening or promotion.

ARTICLE IX - VACANCIES AND NEW POSITIONS

- 9.1 Notice of all vacancies in secretarial/clerical positions shall be posted in each school by the Administration within five days of official Board action vacating a position or creating a new position within the school system.
- 9.2 Notices shall be posted for five (5) workdays and employees interested therein must submit a written application to the designated person on the notice within the aforementioned five (5) work day posting period to be considered for this vacancy. The notice shall state the name of the job and a short description of the same, and shall be given to the Association President.
- 9.3 All such applications shall be considered and will be given a reply to their application, and when appropriate, an interview within a reasonable period of time.

ARTICLE X - COMPLAINT PROCEDURE

- 10.1 A Liaison Committee consisting of five (5) members, two (2) members appointed by the Association, two (2) members appointed by the Board and the Business Administrator, shall meet at the request of either party for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Ramsey School District. Agenda shall be formulated and exchanged between both parties at least five (5) school days prior to such meetings.
- 10.2 This committee shall meet twice a year. The first meeting shall be in November, the second meeting in March. These scheduled meetings may be cancelled or postponed by mutual consent of both parties.

ARTICLE XI - LEAVES

- 11.1 The Board agrees to grant the following leaves for personal illness to all included positions listed in Article 1.2:

10 month employees - 10 days

12 month employees - 12 days

All the above days which are not used shall accumulate without maximum limit. The Board and the Association agree that the personal illness program outlined above has been designed for use only when illness has made it inadvisable for the employee to attend work. In support of the above-mentioned provisions, the parties agree that when more than three (3) consecutive personal leave days are used, the employee may be required to present a signed medical certification attesting to the nature of the illness.

11.2 Temporary Leave

1. Employees shall be allowed two (2) personal or professional business days without loss of pay in each school year. A selected day may be taken as follows:
 - a. Attendance at college graduation ceremonies of the individual employee, a child, a spouse, brother, sister, parent or other member of the immediate household.
 - b. Taking a dependent to or from college at the beginning or end of the academic semester, or when accompanying a dependent to a parent orientation program at the start of his/her academic year.
 - c. Funeral attendance for a relative or close friend, other than those noted elsewhere in this Agreement.
 - d. Observance of a religious holiday.
 - e. Legal business other than that provided for elsewhere in this Agreement which cannot be conducted outside of school hours.
 - f. An employee may utilize personal leave for a home emergency which requires immediate attention such as a plumbing, heating, or refrigeration problem. The employee must describe in writing the nature of the emergency.
 - g. Wedding Ceremony – A personal day may be utilized without loss of pay for attendance at a member of the immediate household's wedding or participation in a wedding ceremony.

- h. Travel Emergency – With documentation, a personal day may be utilized without loss of pay in the event that an employee is stranded away from home due to a transportation problem with a public carrier
 - i. Moving Day – A personal day may be utilized without loss of pay for the purpose of an employee's moving to a new primary residence.
- 2. Any employee may be allowed additional time off for personal or professional business without loss of pay at the discretion of the Superintendent. Request for such time off must be made in writing to the Superintendent one (1) week before time of absence (except in case of emergency). The Superintendent will notify the employee of his/her decision at least two (2) days prior to the day requested.
- 3. Employees shall be allowed the time necessary to appear in any legal proceeding connected with their employment or with the school system or any other legal proceeding at which the employee's presence is required by law without loss of pay.
- 4. Employees may be granted the following:
 - a. Up to five days leave in one year in the event of a serious illness to an employee's spouse, child, spouse of child, grandchild, grandparent, parent, parent of spouse, sibling, sibling of spouse, member of the immediate household, brother-in-law, sister-in-law.
 - b. Up to five days leave at one time in the event of the death of an employee's spouse, child, spouse of child, grandchild, grandparent, parent, parent of spouse, sibling, sibling of spouse, member of the immediate household, brother-in-law, sister-in-law.
- 5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be granted, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay for a period of not more than two (2) weeks in addition to any pay received from the state or federal government.
- 6. Upon request to the Superintendent, employees shall be granted a leave of absence for the purpose of being married. Said leave shall be granted without pay.

11.3 Extended Leave

- 1. Pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.

- a. Maternity leave shall be granted subject to the following conditions:
 1. The employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 2. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 3. Exact dates of the leave will be arranged as closely as possible to parallel opening and closing dates of school.
 4. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the employee is permitted to return from maternity leave.
 - b. The employee's return date to employment may be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. However, the leave of absence granted a non-tenured employee hereunder shall not be extended beyond the end of the contract school year in which the leave is obtained.
 - c. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.
2. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of an employee's immediate family. Eligibility shall be for employees who have completed more than one year of service. Additional leave may be granted at the discretion of the Board.
 3. All benefits to which an employee was entitled at the time the leave commenced shall be restored upon return and employee shall be assigned the same position held immediately prior to the commencement of said leave. Should, however, the assigned position be unavailable, the employee will be assigned to a substantially equivalent position.
- 11.4 All extensions and/or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.
- 11.5 The terms of this Article in no way will be construed to limit or reduce the power of the Board to increase or expand "leaves" should they deem said increase or expansion appropriate.

Notice of any and all increases or expansions of the provisions of this Article shall be communicated in writing to the Association and said increases or expansion shall not be subject to the grievance procedure.

- 11.6 The Board and the Association agree that even though the Board has the right to phone sick employees, it shall not use this right in an arbitrary and capricious manner.
- 11.7 When an employee retires after 10 years of service, the Board shall pay \$45 per day for accumulated sick days up to a maximum of 125 days.
- 11.8 Personal days added to accumulated sick days at retirement.
- 11.9 In the event of the death of an employee prior to severance of employment, the collection of sick day payments shall be made to the estate of the employee.

ARTICLE XII - EMPLOYEE IMPROVEMENT

- 12.1 In an attempt to provide the most efficient and economical work force possible, the Board agrees:
- a. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is required and/or requested by the administration to take.
 - b. To cooperate with the Association in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.
 - c. To pay the full cost of tuition, registration, fees, services fees and laboratory fees of approved studies up to seven hundred dollars (\$700.00), provided such study has been given prior approval by the Superintendent.
 - d. Upon completion of each 15 credits at an accredited college in a work related field, an employee will receive an annual stipend of five hundred fifty dollars (\$550.00) (Limited of 30 credits - \$1,100.00). Credits will only be honored when completed while in the employ of the Ramsey Board of Education. Payment will be in stipend form and not affected by general increases in salary.
 - e. The Board agrees to give its consent to allow all clerical and secretarial personnel to hold workshops of a timely nature; i.e., on substance abuse, skill related areas or personal growth. The time and place will be mutually agreed upon between the Board and the Association.

ARTICLE XIII - INSURANCE PROTECTION

- 13.1 The Board agrees to provide the same health benefits to members of the Association as it provides for members of the Ramsey Teachers Association or a plan that provides substantially comparable coverage.
- 13.2 The Board of Education shall provide Dental Plan coverage for all employees and their dependents covered by this Agreement. The same provisions as contained in the Ramsey Teachers Association contract shall apply.
- 13.3 Employees may choose to waive health insurance coverage, and if so they will receive two biannual prorated payments from the Board of Education equal in total to 30% of the POS annual premium for the category, (single, family, etc.) that they are waiving. To be eligible, the employee must show proof of alternative health insurance coverage.

ARTICLE XIV - VACATIONS

- 14.1 Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined in Appendix "B" attached herein.
- 14.2 Each employee shall have the right to begin and end her vacation at such times as the employee and the immediate supervisor and/or Business Administrator shall agree. Whenever possible, the employee's wishes relative to vacation schedule shall be granted.

The Board agrees to allow that unused vacation days, not to exceed five (5) days, be carried over to the following year and be used within sixty (60) days of the new school year.

- 14.3 The Board agrees that it is desirable to have Secretaries and Office Assistants report to work on days when the schools are closed. Should any of these employees be required to report on these days, the employee shall be granted a compensatory day off.

On days of inclement weather when schools are closed, Secretaries and Office Assistants shall not be required to report to work.

- 14.4 Delayed opening of school for inclement weather shall not be considered for compensatory time off.

ARTICLE XV - HOLIDAYS

- 15.1 Each employee shall be entitled to the specified holidays outlined in Appendix "B" attached herein.
- 15.2 If any of the named holidays fall on a non-working day, the employee shall receive an extra day off.
- 15.3 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE XVI - DEDUCTIONS FROM SALARY

- 16.1 The Board agrees to deduct from the salaries of its employees dues for the Ramsey Office Personnel Association, the Bergen County Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15) and under rules established by the State Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the treasurer of the Ramsey Office Personnel Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such moneys to the appropriate association or associations.
- 16.2 Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of the change.
- 16.3 Representation Fee
- a. Purpose of the Fee. If an employee does not become a member of the Association during any membership year (i.e. July 1 to June 30) 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
 - b. Amount of Fee/Notification. At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular dues, initiation fees, and assessments charged by the Association to its own members for that membership. The representation fee will be set at 85% of regular dues, fees and assessments, subject to adjustments as described below. If the employee works less than a full year, or is in the fee payer category for less than a full year, the fee shall be reduced proportionately.
 - c. Notification. On or about July 1 of the each year, the Board, upon the request of the Association, will submit to the Association a list of all employees in the bargaining unit. No later than September 20 of each year, the Association will provide the Board with the names of those employees who are required to pay the representation fee.
 - d. Payroll Deduction Schedule. The Board will deduct from the salaries of the representation fee payers the full amount of the yearly representation fee in equal installments beginning with the first paycheck in October. If the Association provides the list of representation fee payers later than September 20, the Board will begin fee deductions in the first full month after the list is provided to the Board, but not earlier than November. The fee

deductions per payroll will be equal to the payroll deduction that would have been made if the list had been provided by September 20.

- e. Mechanics. Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- f. Changes to the Fee. The Association will notify the Board in writing of any changes in the list of fee payers and/or the amount of the representation fee, and such changes will be reflected in any deductions made in the next full month after the Board received said notice, such that the total representation fee deducted is the correct amount.
- g. Demand and Return System. When the Association first provides the list of fee payers, it shall also certify to the Board that it has in place a lawful "demand and return" system under which a feepayer has the ability to appeal the amount of the fee. The certification that a Demand and Return System is in place is on file with the Board of Education and the Association.
- h. Indemnification. The Association agrees to indemnify and hold the Board harmless against any liability which may arise out of any action taken by the Board in complying with the Representation Fee provisions of this Article, provided that:

It is expressly understood that the above paragraph will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by the Representation Fee provisions of this Article.

ARTICLE XVII - MISCELLANEOUS

- 17.1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 17.2 This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 17.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- 17.4 If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 17.5 Copies of this agreement shall be reproduced and the expense shall be equally shared between the parties. Only after mutual consent, will a third party printing service be engaged to provide copies of this agreement. The agreement shall be reproduced within ninety (90) days after it has been signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- 17.6 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 1. If by Association, to the Board of Education:
Ramsey Board of Education
266 East Main Street
Ramsey, New Jersey
 2. If by the Board, to Association:
Ramsey Office Personnel
Association President
(Home Address)

ARTICLE XVIII - SENIORITY & JOB SECURITY

- 18.1 Seniority shall apply only to those individuals who have achieved tenure. Should any positions in the district be eliminated, tenured employees will be released only by "least senior" employee in the general job category (Secretary/Office Assistant) first. Seniority for the purpose of this Article shall be deemed to be service in the District, in the job category (Secretary/Office Assistant).

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 2008 and shall continue in full force and effect through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their secretaries and their respective corporate seals affixed hereto at Ramsey, New Jersey on this 23rd day of June, 2009.

RAMSEY OFFICE PERSONNEL
ASSOCIATION

By: /s/ PATRICIA BALE
Co-President

/s/ THERESA CONROY
Co-President

/s/ ANN O'NEILL
Secretary

RAMSEY BOARD OF EDUCATION

By: /s/ JOHN J. NUNZIATA
President

/s/ ROBERT J. MARCOTULLI
Secretary

APPENDIX A - SALARY GUIDES

**THE RAMSEY OFFICE PERSONNEL ASSOCIATION
2008-2009 SALARY GUIDE**

STEP	CENTRAL OFFICE	PRINCIPAL	GUID.(12)	GUID.(10)
1	37,115	35,667	34,581	30,962
2	38,115	36,627	35,511	31,792
3	39,115	37,587	36,441	32,622
4	40,115	38,547	37,371	33,461
5	41,115	39,507	38,301	34,282
6	42,115	40,467	39,231	35,112
7	43,115	41,427	40,161	35,942

STEP	12 MONTH OFC. ASST.	10 MONTH OFC. ASST.	(CENTRAL OFC.) 12 MO. OFC. ASST.	
1	33,133	28,428	34,943	
2	34,023	29,188	35,883	
3	34,913	29,948	36,823	
4	35,803	30,708	37,763	
5	36,693	31,468	38,703	
6	37,583	32,228	39,643	
7	38,473	32,988	40,583	

Longevity:

- Longevity calculated as full years of service as of each July 1
- Time accumulated in part-time contracted positions will count towards time to achieve longevity.
- Time accumulated in part time hourly positions does not count towards required time to achieve longevity.

8 Years - 4%
9 Years - 5%
10 Years - 6%
11 Years - 7%

12 Years – 8%
13 Years – 9%
14 Years – 10%

**THE RAMSEY OFFICE PERSONNEL ASSOCIATION
2009-2010 SALARY GUIDE**

STEP	CENTRAL OFFICE	PRINCIPAL	GUID.(12)	GUID.(10)
1	38,068	36,620	35,534	31,915
2	39,068	37,580	36,464	32,745
3	40,068	38,540	37,394	33,575
4	41,068	39,500	38,324	34,414
5	42,068	40,460	39,254	35,235
6	43,068	41,420	40,184	36,065
7	44,068	42,380	41,114	36,895

STEP	12 MONTH OFC. ASST.	10 MONTH OFC. ASST.	(CENTRAL OFC.) 12 MO. OFC. ASST.	
1	34,086	29,381	35,896	
2	34,976	30,141	36,836	
3	35,866	30,901	37,776	
4	36,756	31,661	38,716	
5	37,646	32,421	39,656	
6	38,536	33,181	40,596	
7	39,426	33,941	41,536	

Longevity:

- Longevity calculated as full years of service as of each July 1
- Time accumulated in part-time contracted positions will count towards time to achieve longevity.
- Time accumulated in part time hourly positions does not count towards required time to achieve longevity.

8 Years - 4%
9 Years - 5%
10 Years - 6%
11 Years - 7%

12 Years – 8%
13 Years – 9%
14 Years – 10%

**THE RAMSEY OFFICE PERSONNEL ASSOCIATION
2010-2011 SALARY GUIDE**

STEP	CENTRAL OFFICE	PRINCIPAL	GUID.(12)	GUID.(10)
1	39,074	37,626	36,540	32,921
2	40,074	38,586	37,470	33,751
3	41,074	39,546	38,400	34,581
4	42,074	40,506	39,330	35,420
5	43,074	41,466	40,260	36,241
6	44,074	42,426	41,190	37,071
7	45,074	43,386	42,120	37,901

STEP	12 MONTH OFC. ASST.	10 MONTH OFC. ASST.	(CENTRAL OFC.) 12 MO. OFC. ASST.	
1	35,092	30,387	36,902	
2	35,982	31,147	37,842	
3	36,872	31,907	38,782	
4	37,762	32,667	39,722	
5	38,652	33,427	40,662	
6	39,542	34,187	41,602	
7	40,432	34,947	42,542	

Longevity:

- Longevity calculated as full years of service as of each July 1
- Time accumulated in part-time contracted positions will count towards time to achieve longevity.
- Time accumulated in part time hourly positions does not count towards required time to achieve longevity.

8 Years - 4%
9 Years - 5%
10 Years - 6%
11 Years - 7%

12 Years – 8%
13 Years – 9%
14 Years – 10%

APPENDIX B - VACATION SCHEDULE & HOLIDAY SCHEDULE

VACATION SCHEDULE

Employees Hired before July 1, 1990:

Zero through four years of service.....	2 weeks
More than four years of service through seven years of service.....	3 weeks
More than seven years of service through twelve years of service.....	4 weeks
More than twelve years of service.....	5 weeks

Employees Hired After July 1, 1990:

Zero through four years of service.....	2 weeks
More than four years of service through eight years of service.....	3 weeks
More than eight years of service.....	4 weeks

12-Month Employees: Amount of vacation days in the first and last year of employment shall be prorated based upon length of the contract year worked.

Vacation: New Employees with a maximum of ten (10) day's vacation for a twelve (12) month period will be prorated at .8 per month worked (12-month employees), with a maximum of 10 days.

Ten month employees shall work the teacher calendar year schedule. Employed from September 1 to June 30.

HOLIDAY SCHEDULE

Central Office - Secretaries & Office Assistants

Independence Day
Labor Day
NJEA Convention (2 days)
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
New Year's Day
One additional day for observance of Christmas Day
or New Year's Day
Presidents Day
Good Friday
Memorial Day
One additional Floating Holiday - The Superintendent and/or Business Administrator shall give reasonable notice of Floating Holidays.

HOLIDAY SCHEDULE

School Secretaries and Office Assistants

12 month School Secretaries and Office Assistants shall receive Independence Day in addition to any other such Holidays as established by the school calendar for teachers.

Ten month employees shall work the teacher calendar year schedule. Employed from September 1 to June 30.

APPENDIX C - SUPERVISION - REPORT TABLE

TITLE	IMMEDIATE SUPERVISOR	GRIEVANCE PROCEDURE
School Secretaries & Office Assistants	Building Principal	Business Administrator
Business Office Office Assistants	Business Administrator	
Superintendent's Office Secretaries & Office Assistants	Superintendent	