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NOT CIRCULATE

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, 1970 to June 30, 1972

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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, and the personnel secretary.

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 based upon an alleged misrepresentation, misapplication, or violation of this agreement, or of any Board policy or State 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 his immediate supervisor, with the objective of resolving the matter informally.

## 3. 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) working days after presentation of the grievance, he 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, the not in limitation, an appropriate remedy.

## 4. Level Three

(a) 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) working days after the grievance was delivered to the Superintendent, he 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 his 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 himself or, at his 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 SANCTIONS

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

Bargaining unit employees shall be paid the salaries shown in Schedule "A", which is attached hereto and made part hereof.

ARTICLE VI

WORK SCHEDULE

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.

ARTICLE VII

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 VIII

### 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, 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, 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 IX

ABSENCES AND LEAVES

1. An employee who is going to be absent from work will call her immediate supervisor as early as possible in order that proper coverage may be given. 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.
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.
    - (2) By "the family" is meant any relative not residing in the same household as that of the employee.
  - B. Absence for reasons given below, not allowable as sick leave, will be granted as follows:
    - (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 two (2) days per school year with full pay for any of the following reasons:
      - a. Illness in the "immediate family".
      - b. Attendance at a funeral not covered in items (1) and (2) above if approved by the immediate supervisor.

- c. Absence in a case of an emergency or other urgent reason not given above, if approved by the immediate supervisor.
- (4) Full deduction (1/260th) of the annual contract salary if absence is in excess of the specified days for reasons given in items (1), (2) and (3) above.
- (5) Up to two (2) days for any legal proceeding if the employee is required by law to attend.
- (6) Time necessary for jury duty.

C. Maternity Leave:

- (1) Secretaries and/or clerks under tenure shall be granted maternity leaves of absence according to the following regulations:

- a. Any member of the secretarial and/or clerical staffs shall when she is not more than four (4) months pregnant, be required to give thirty (30) days notice to the Board of Education through the office of principal and/or immediate supervisor for a leave of absence. The principal and/or supervisor shall present such request at the next meeting of the Board. (It is expected that the above personnel will submit their requests at the end of their third (3rd) month of pregnancy, effective thirty (30) days hence.)
- b. Such leave of absence shall be for the balance of the current school year in which it is granted and all of the next succeeding school year. In no case is the leave to be less than eighteen (18) months unless by special action of the Board of Education.
- c. Such leave of absence shall be with full loss of pay.
- d. Failure to apply for a leave of absence when four (4) months pregnant shall be deemed a neglect of duty and an act of insubordination.

(2) Secretaries and/or clerks not under tenure shall be required to resign according to the following regulations:

- a. Any non-tenure member of the secretarial and/or clerical staffs when she is not more than four (4) months pregnant, be required to give thirty (30) days notice of resignation to the Board of Education through the office of the principal and/or immediate supervisor.
- b. The principal and/or immediate supervisor shall present such notice at the next meeting of the Board of Education.

(3) Any secretary and/or clerk adopting an infant child may receive similar leave, which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption.

D. Unpaid Leaves of Absence:

Leaves of absence without pay for tenure employees shall be granted for tenure employees for a period of one (1) or two (2) calendar years for personal illness or illness in the immediate family.



ARTICLE X

PAY DEDUCTIONS

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.

ARTICLE XI

INSURANCE PROTECTION

- A. For the term of this agreement, the Board shall provide the following health-care insurance protection and pay the premium indicated:

Connecticut General Full Hospitalization Plan  
and Major Medical: 100% of the cost of employee  
and full family coverage.

- B. 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 fiscal year.

- C. In the event any employee or group of employees in the employ of the Board receives a more favorable insurance program, such program shall be thereupon furnished to the employees in this unit.

ARTICLE XII

BUILDING USE BY ASSOCIATION

With the prior approval of the building principals and the Board Secretary, the Association may use for meeting purposes facilities under the control of the Board. Such prior approval shall not unreasonably be withheld.

ARTICLE XIII

JOB CLASSIFICATIONS

A representative of the Board of Education will meet during the year with a Committee of the Association to review all job classifications.

## ARTICLE XIV

### NEGOTIATION PROCEDURE

Both parties shall submit, in writing, all proposals for negotiation by November 2, 1971. 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 XV

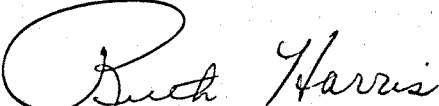
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1970, and shall continue in effect until June 30, 1972.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents and attested by their respective Secretaries and their corporate seals to be impressed hereon, this 11 day of *May*, 1970.

RAMAPO INDIAN HILLS  
EDUCATIONAL SECRETARIES ASSOCIATION

Attest:

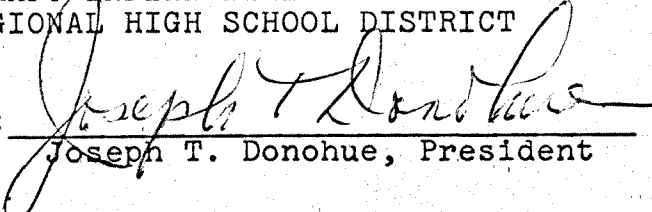
  
\_\_\_\_\_  
Ruth Harris, Secretary

By:   
\_\_\_\_\_  
Audrey Leparik, President

BOARD OF EDUCATION  
RAMAPO INDIAN HILLS  
REGIONAL HIGH SCHOOL DISTRICT

Attest:

  
\_\_\_\_\_  
C. Clarke Folsom, Secretary

By:   
\_\_\_\_\_  
Joseph T. Donohue, President

SCHEDULE A

	July 1, 1970 to <u>June 30, 1971</u>	July 1, 1971 to <u>June 30, 1972</u>
GRADE I -- General Office Clerk Switchboard Operator Library Clerk Guidance Office Clerk		
Step 1	\$ 4,225	\$ 4,525
Step 2	4,475	4,775
Step 3	4,725	5,025
Step 4	4,975	5,275
Step 5	5,225	5,525
Step 6	5,475	5,775
Step 7	5,725	6,025
Step 8	5,975	6,275
Step 9	6,225	6,525
GRADE II - General Office Secretary Guidance Office Secretary Secretary to Administrative Assistant to Superintendent Bookkeeper		
Step 1	\$ 4,775	\$ 5,075
Step 2	5,025	5,325
Step 3	5,275	5,575
Step 4	5,525	5,825
Step 5	5,775	6,075
Step 6	6,025	6,325
Step 7	6,275	6,575
Step 8	6,525	6,825
Step 9	6,775	7,075
Data Processing Technician	\$ 7,175	\$ 7,475