

503

AGREEMENT BETWEEN  
RINGWOOD BOARD OF EDUCATION  
AND  
RINGWOOD EDUCATIONAL OFFICE PERSONNEL ASSOCIATION  
JULY 1, 1994 - JUNE 30, 1996

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PREAMBLE

This agreement made and entered into the first day of July, 1994 by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the "Board" and Ringwood Educational Office Personnel Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

Section 1.

The Board hereby recognizes the Pinewood Educational Office Personnel Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all employees of the Board under the classification of secretarial and office personnel.

Section 2.

Included in this Agreement are:

- General Secretary
- Personnel Secretary
- Secretary to Building Principal
- Secretary to Vice Principal
- Special Services Secretary
- Payroll

All other existing office personnel are excluded

Section 3.

The Association shall furnish the board with a list of its President, Vice President and Representatives, and shall as soon as possible notify the Board in writing of any changes therein. Such notification shall be sent to the Board Secretary. No officer or representative shall be recognized by the Board until such written notification of such appointment shall be received by the Board from a duly authorized officer of the Association.

ARTICLE II PROFESSIONAL AND TECHNICAL EMPLOYEE MEMBERSHIP

Section 1. Continuation of Membership

All present employees who are members of Ringwood Educational Office Personnel Association on the date of execution of this Agreement may remain members of the Ringwood Educational Office Personnel Association. All new members who are hired during the term of this Agreement may become and remain members of Ringwood Educational Office Personnel Association.

Section 2. Dues Deductions

The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each Ringwood Educational Office Personnel Association member in the Association upon written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the Officer of the Ringwood Educational Office Personnel Association duly authorized to receive such payments.

Section 3. Agency Shop

- a. Those employees who do not join the Association shall be required to pay 85% of dues for services rendered.
- b. The Board of Education shall be held safe-harmless from all aspects of the clause noted under A-Section 3, Agency Shop.
- c. The Board of Education agrees to furnish the Association with a list of the names, addresses, hire dates and assignment of new employees in a timely manner.

ARTICLE III BULLETIN BOARDS

Subject to prior approval of the School Business Administrator or any of his/her designees, which approval shall not be unreasonably withheld, the Board shall permit the Association appropriate use of a bulletin board in the administrative offices. The purpose is to allow the posting of notices dealing with proper and legitimate Association business and activities and concerning other appropriate notices with respect to the welfare of employees in this Association. The Association agrees that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law or in violation of Board policies.

## ARTICLE IV - GRIEVANCE PROCEDURES

### Section 1. General Procedures

**Definition:** A grievance is defined as a complaint or dispute by an employee in the Association with the Board or any agent of the Board, with administration or supervisory authority over members of the Association, which dispute or complaint is that the employee has been treated unfairly, inequitably or improperly in terms of the application and interpretation of this Agreement.

**Step 1:** In the event that any grievance arises, the individual involved shall present the grievance within ten (10) working days of occurrence of same informally to the employee's immediate supervisor and every effort shall be made to resolve the grievance informally.

**Step 2:** If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance in writing and shall submit the grievance in formal written form to the immediate supervisor within ten (10) working days, who shall respond in writing to the written grievance and who shall forward copies of the response to both the Association and the CSA. Failure of an employee to submit written grievance within ten (10) working days shall constitute abandonment of the grievance.

**Step 3:** If no satisfactory resolution with the employee of a Step 2 grievance is reached within ten (10) working days, the grievant or the Association may appeal the decision at Step 2 to the CSA or his/her designee, within ten (10) working days, who shall within ten (10) working days notify in writing a specified date for a conference with the grievant to review the grievance. The CSA or his/her designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Association.

**Step 4:** If the aggrieved person is not satisfied with the disposition of the grievance at Step 3, or the CSA has not responded to the grievance, the employee shall have ten (10) working days to file written appeal to the Board or a committee of Board members designated by it. Said request shall be made in writing and copies simultaneously sent to both the CSA, Board Secretary, Board of Education and the Association. The Board or Committee shall set a date for a hearing on the grievance within a reasonable period of time.

**Step 5:** If the aggrieved person is not satisfied with the disposition of the grievance at Step 4, and the grievance deals with contractual obligations the Association may submit the grievance to advisory arbitration. Cost of arbitration shall be divided equally between the Association and the Board.

### Section 2.

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement in writing. Both parties agree that the specified times are maximum time limits and the grievance should be expedited as soon as possible.

ARTICLE V ASSOCIATION BUSINESS

Section 1.

The Board shall permit members of the Association negotiation committee to change schedules with other members of the bargaining unit in order to attend negotiation sessions, as long as it is mutually agreeable between the parties involved and as long as it is practical and does not interfere with the proper operation of the school system. The employee's immediate Supervisor will be consulted in advance.

Section 2.

The Board will furnish the Association with a list of names, addresses and hire date of all the employees in the unit once per year.

Both parties agree to recognize and deal with only properly authorized Board or Association representatives with reference to matters pertaining to this contract.

A representative may be permitted upon request and approval of his/her immediate supervisor, to investigate and adjust complaints. In the event of the representative's absence, an alternate may be designated.

The Association shall have access through the appropriate Supervisor and appropriate channels to pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors and witnesses.

Section 3. Visitation Rights

A representative or representatives of the Association shall have reasonable access to all places in which employees covered by this Agreement work providing he/she goes through the appropriate Supervisor and channels.

ARTICLE VI - LEAVE OF ABSENCE

Upon making written application, an employee of this unit may apply for a leave of absence without pay. Such a request shall include the reason and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, upon formal written application to and subject to the approval of the Board. The Board shall retain the right to approve or disapprove all applications. An employee returning from any authorized leave of absence will be reinstated and will retain the seniority held at the time the leave became effective.

As per New Jersey Statute regarding Family Leave Act, an employee is permitted to take a family leave of up to twelve (12) weeks to care for any ill member of family or household.

ARTICLE VII WORK WEEK WORK DAY OVERTIME

Section 1. Work Week

- a. Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to this bargaining unit and except for such additional holidays as may be granted from time to time to said categories of employees, the regular hours of employment shall be thirty-five (35) hours per week, consisting of five (5) working days, Monday through Friday (1) continuous hours each day including a duty free one (1) hour lunch period.
- b. All lunch periods and coffee breaks assigned to members of this unit shall be duty free and with the exception of an emergency, any member of this unit who shall be requested to perform services during the employee's lunch period shall be afforded a duty free lunch period during the same work day.
- c. It is agreed that the employees of this bargaining unit shall receive two (2) uninterrupted fifteen (15) minute coffee breaks or rest periods each day. One to be taken in the morning and one to be taken in the afternoon.
- d. It is agreed that working hours will be 8:00 a.m. to 3:00 p.m. including duty free lunch hour, whenever school is not in session.
- e. Office Personnel employees will not be required to report for duty, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather. However, it is agreed that one member of the office personnel staff shall be available at the Board office to answer telephones. This shall be done on a rotating basis where possible.

Section 2. Work Day

The Supervisor shall determine a work schedule for each employee. Such schedule shall not be changed without prior consultation with the employee or the Association except in cases of an emergency.

Section 3. Overtime

Overtime shall be defined as extra work performed by a member of the Association and above the regular work hours. For purposes of overtime calculation, sick days, personal days, days granted for funeral leave shall be considered as days worked in excess of 40 hours per week including lunch hours. All other days not listed and days off without pay shall not be considered as days worked. Overtime rates shall be one and one half (1-1/2) times the employee's regular hourly rate and shall apply when authorized on the following basis:

- a. All time worked in excess of forty (40) hours in one week for which overtime has not been earned.
- b. All time worked on a contracted holiday or Saturday or Sunday.

ARTICLE VII (continued)

- c. Management reserves the right to schedule hours based on need evaluation by WPA. Whenever possible, overtime will be assigned among the employees at the location where the overtime is to take place. To insure proper coverage functions at the schools, the Supervisor in each location shall maintain the right to assign overtime as he/she sees fit. Employees assigned to work the overtime may be excused from it at the discretion of their Supervisor. Overtime assignments shall be made on a rotating basis within each individual building, whenever possible.
- d. In a situation where a secretary works in the position of a higher classification secretary for more than five (5) consecutive days, effective day six (6) said employee shall receive per diem retroactive salary equal to the higher salary. This stipend shall remain in effect until consecutive workday pattern is ended.

Section 4. Holidays

All members of this unit shall receive sixteen (16) paid holidays per year, the exact days to be determined by the Administration in forming the yearly school calendar. The employees shall also receive a paid holiday on any day declared a legal holiday in the State or County by the Governor or President and providing the schools are closed on such a day. The school calendar will be made available to the Association as soon as possible after its adoption. Sixteen paid holidays shall include the day after Christmas. The Easter Monday floater holiday included in the sixteen days noted may be used anytime after Easter vacation but prior to the end of the school year.

ARTICLE VIII VACATION

Section 1.

By April 15th, the Board Secretary will notify each employee of the number of vacation days earned and requesting the employees inform her/him when they would like to take their vacation time. All employees will respond in writing by April 30th to their Supervisor as to their desired vacation time. Whenever desired schedules conflict, seniority will prevail. In case of lateness in responding (by April 30th), seniority will not apply. No employee will be required to reschedule a vacation period once it has become officially authorized except for a case of clear and obvious emergency as determined by the Board Secretary.

The following vacation schedule, with pay, shall apply to 12 month employees only for the duration of this contract:

New employees with less than one (1) year's service shall receive vacation on a pro-rata basis. 5 days not to be taken until after the 6th month of service.

- After one (1) year of service.....10 days
- After four (4) years of service.....15 days
- After ten (10) years of service.....20 days
- From the 11th through 15th years of service.....1 additional day per year
- After fifteen (15) years of service.....25 days

Section 2.

Vacations may be taken while school is in session, upon request by the employee and prior approval of the immediate Supervisor.

Vacation will normally be taken during the period when schools are not in session.

Section 3.

Any 12 month employee covered by this Agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee's scheduled vacation.

Section 4.

During the Easter and Christmas recess, vacation time may be taken. Such time taken shall be charged to that person's annual vacation time.

ARTICLE IX MEDICAL AND DENTAL BENEFITS

A. Medical Plan

1. The Board of Education will provide without cost a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through the Blue Cross and Blue Shield Plans of New Jersey, including Rider J, and a major medical benefit underwritten by the Prudential Insurance Company of America.

2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

B. Dental Plan

1. Full family coverage of dental services in accordance with the Delta Dental Service Plan, Inc. will be provided by the Board with no cost to the employees. The plan will be the same as in previous contracts.

Full Family coverage of dental services based on plan Number III New Jersey Dental Service Plan, Inc., providing preventive and diagnostic coverage at 100%; remaining basic services 80/20%; and Prosthodontic benefits 50/50% will be adopted.

2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

C. Prescription Plan

1. For the duration of the contract a full family prescription plan will be provided by the Board without cost to the employee.

2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

\*3. The Prescription Plan provided for the duration of this agreement shall be for a full family co-pay as follows:  
1994-96 \$5.00 co-pay

\*This plan is subject to adjustment regarding co-pay to be determined by REA contract settlement.

ARTICLE IX MEDICAL AND DENTAL BENEFITS (continued)

1. If a change in carrier is contemplated, it is agreed that a committee will be established to investigate the various possibilities and programs. The committee shall consist of the following:

1. Chief School Administrator and School Business Administrator
2. Two (2) Board of Education members
3. Up to four (4) Ringwood Education Association representatives
4. One Ringwood Educational Office Personnel Association representative

E. How to Become Insured

1. Eligible new employees will become insured for employees' coverage the first of the month following the date they complete two (2) months of continuous service.

2. An employee who is initially employed on an annual ten (10) month contract will be deemed to have satisfied the two (2) month waiting period in the months of July and August if he/she begins contractual employment at the beginning of the contract year (September 1st).

F. How to Enroll

1. The School Business Administrator will provide any necessary enrollment forms to new employees/enrollees prior to the enrollment period. The employee is responsible for returning the completed forms to the School Business Administrator prior to the enrollment period. Said enrollment shall be made available to each newly hired eligible employee at the earliest possible registration date immediately following employment.

2. Employees will be covered pursuant to the enrollment periods of each respective plan.

3. Coverages will be made available to all full time (twenty hours or over) employees covered in this unit.

ARTICLE X WAGES

TABLE A - SALARY GUIDE

For 1994-95 and 1995-96 all employees will remain at the same salary step as they were the previous year. Any person employed as a part time employee, in any indicated position shall be paid pro rata the salary specified for that position for hours worked. Also, they shall be placed upon proper step on guide for years worked.

		<u>1994-95</u>	<u>1995-96</u>
GENERAL SECRETARY	Step One	\$17,249	\$18,284
	Step Two	17,991	19,071
	Step Three	18,733	19,857
	Step Four	19,475	20,644
	Step Five	20,351	21,572
SECRETARY - PART TIME		11,491	12,172
PERSONNEL SECRETARY	Step One	20,988	22,247
	Step Two	21,730	23,034
	Step Three	22,472	23,820
	Step Four	23,214	24,607
	Step Five	23,956	25,393
SECRETARY TO THE BUILDING PRINCIPAL	Step One	23,565	24,979
	Step Two	24,307	25,765
	Step Three	25,049	26,552
	Step Four	25,791	27,338
	Step Five	26,533	28,125
SECRETARY TO VICE PRINCIPAL	Step One	19,969	21,168
	Step Two	20,711	21,954
	Step Three	21,453	22,741
	Step Four	22,195	23,527
	Step Five	22,937	24,314
SPECIAL SERVICES SECRETARY	Step One	20,088	21,293
	Step Two	20,830	22,080
	Step Three	21,572	22,866
	Step Four	22,314	23,653
	Step Five	23,056	24,439
	*Maximum	28,477	30,186
PAYROLL	Step One	21,750	23,055
	Step Two	22,280	23,617
	Step Three	22,810	24,179
	Step Four	23,416	24,821
	Step Five	24,082	25,527

\*Maximum Step under this category will be eliminated when the present secretary leaves the Ringwood system.

ARTICLE XI MISCELLANEOUS

Section 1.

Typing errors shall be corrected within a reasonable period of time.

Section 2.

The school secretary will not be expected to provide any services normally performed by the school nurse; the secretary will, however, attend to routines established by the nurse, (a) in order to assure the nurse of a duty-free lunch break, and (b) in cases when the nurse is not available because of an emergency.

At no time will a school secretary be expected to provide medical or first-aid service outside of her qualifications. In the absence of the nurse, the secretary will seek immediate qualified help. She will:

- (a) Contact the regular school nurse to return immediately to her office.
- (b) Call a school nurse who is available at the nearest school in the district.
- (c) Call the Ringwood Ambulance Corporation.

Section 3.

The Board shall continue the current practice of paying cost of educational courses and any other course taken by the employee of this unit, providing they are relevant to their job duties and recommended by their Supervisor and the Board Secretary.

This reimbursement will occur only if the course taken is passed by the employee and upon written proof of same.

Section 4.

The secretaries will not be required to move any large supply orders.

Section 5.

The secretaries will not be responsible for handling any PTA/PTO work with the exception of instruction on handling equipment.

Section 6.

Each Principal's secretary in a school with only one (1) secretary will be entitled to a one-half day substitute each month to enable her to devote her time to the class registers. Where there is more than one (1) secretary in a school the one-half substitute will not be available.

## ARTICLE XII ABSENCES AND LEAVES

### Section 1. Sick Leave

Employees in this unit shall earn one (1) day sick leave per month at full pay during each calendar year. Unused sick leave may be accumulated without limit.

Bereavement for unused sick leave shall be provided in the amount of twenty five (25) dollars per day to those employees who have served at least ten (10) years of the Pinewood School District. The maximum amount per employee shall be \$1,000. Upon death, such benefits shall be paid to employee's designated beneficiary.

### Section 2. Non-Sick/Personal Leave

This section shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be during one (1) school year and any unused personal leave days shall become cumulative sick leave days the following year. All leaves granted below must be with prior approval of the CSA. In the absence of the CSA, the SBA.

#### 1. Bereavement Days

An allowance of up to five (5) days leave shall be granted to all unit members, at any one time, in the event of the death of immediate family, spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, or any member of the immediate household. The days do not have to be taken consecutively but must be taken within the year.

#### 2. Non-Sick/Personal Leave

No personal days are to be taken on the first day of school, the last day of school or any day immediately preceding or following a holiday period. Exceptions to the above are serious illness in the immediate family, a bona fide religious holiday, court appearance or a verifiable emergency.

Notification in advance must be given to the Supervisor or School Business Administrator. In case of several employees choosing the same day, the Supervisor or School Business Administrator may deny some employees the right to take this day.

**Non Sick/Personal Days** - Four (4) including but not limited to the categories listed below:

- a. Serious illness in the immediate family - Immediate family defined same as noted under bereavement days.
- b. Death of other relative or close friend.
- c. Recognition of religious holiday.
- d. Court appearance.
- e. Marriage of employee or marriage in the immediate family.
- f. Personal business which cannot be handled outside of school time.

**Special Note** - Any employee serving jury duty shall be paid the difference between the amount received for jury duty and his/her normal salary.

### Section 3. N.J.E.A. Convention

Secretaries will have the right to attend the N.J.E.A. Convention with pay, as per title 18A:31-2.

ARTICLE III PROMOTIONS AND NEW POSITIONS

Section 1.

In the event that any position or new classification in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

- a. Notice of all openings shall be posted on the Association bulletin board and notices shall be sent to each employee in this unit.
- b. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.
- c. All employees in the unit shall have full and equal opportunity to compete for any such positions based on their being able to meet the required qualifications.
- d. It is agreed that in the event the Board decides to create a new classification within the bargaining unit, proper notification shall be given to the Association and a meeting will be held between the Board and a representative of the Association to discuss the terms, wages and conditions of the new classification. The Board shall have the right to set the beginning salary for the new classification.

Section 2.

All vacancies shall be awarded on the basis of qualifications and seniority shall apply where appropriate.

ARTICLE XIV - SUSPENSIONS AND DISCIPLINARY ACTIONS

If the Board or an authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public.

ARTICLE XV EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance shall be regularly evaluated in writing by the employee's supervisor or the Board Secretary, but not less than once per year. Evaluation reports shall be made openly.

Employees shall be rated. If rated unsatisfactory by the Supervisory staff, the staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluated and receive once again a written evaluation.

Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation and sign it. The employee shall acknowledge that the material has been read by signing the last page of the copy to be filed, and initialing all others. Such signature shall merely signify that the material has been read and is not to be construed as agreement or disagreement with its contents. If the employee refuses to sign, the fact shall be noted, dated and witnessed. Employee has the right to make written comments on the evaluation form, or on a separate sheet which will be affixed to the evaluation.

The Board agrees to continue its policy of treating these personnel files confidentially.

ARTICLE XVI - SENIORITY

Seniority is defined as employment based on the length of continuous service with the Board within the unit from the date of hire.

ARTICLE XVII SUCCESSOR CONTRACT

Negotiations for a successor contract shall begin in accordance with the provisions of the New Jersey Public Employer-Employee Relations Act. The current contract shall remain in effect until the new contract is signed.

ARTICLE XVIII LONGEVITY

Longevity shall be paid after the completion of the following consecutive years:

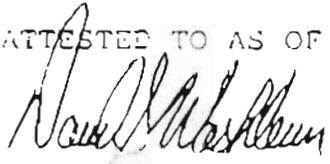
10 years.....	\$ 465.00
12 years.....	615.00
15 years.....	820.00
18 years.....	\$1,030.00

These payments will be paid to each employee on his/her anniversary date of start of employment.

ARTICLE XIX DURATION

This Agreement and each of its provisions, unless otherwise specifically stated, shall be binding upon the parties as of July 1, 1994 and shall continue to remain in full effect until June 30, 1995.

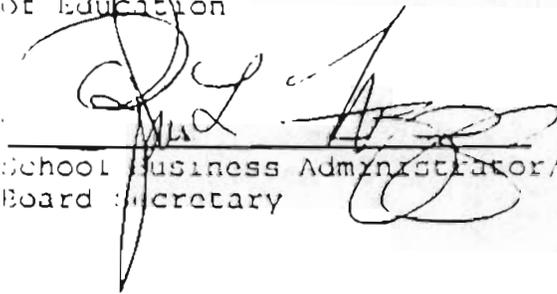
ATTESTED TO AS OF: June 22, 1994



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President, Ringwood Board  
of Education



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President, Ringwood Educational  
Office Personnel Association



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School Business Administrator/  
Board Secretary



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Secretary, Ringwood Educational  
Office Personnel Association