

AGREEMENT

between

BOARD OF EDUCATION

of the

BOROUGH OF RIDGEFIELD

and

RIDGEFIELD EDUCATION ASSOCIATION

Representing Secretaries

July 1, 2005 - June 30, 2008

BOARD OF EDUCATION
RIDGEFIELD, NEW JERSEY

Joseph D'Amico, President

Deborah L. Fugnitti, Vice President

Jeffrey J. DeSimone

Robert Dorscrt

Lauren Larkin

John Ponticorvo

Giovanni Calabrese

{Richard J. Brockel, Ph.D., Superintendent of Schools}

RIDGEFIELD BOARD OF EDUCATION

NEGOTIATING TEAM

Jeffrey J. DeSimone

Deborah Fugnitti

Joseph D'Amico

RIDGEFIELD EDUCATION ASSOCIATION

RIDGEFIELD, NEW JERSEY

OFFICERS - 2005 - 2008

President.....Josh Kraushar

Vice-President.....Tim O'Hara

Secretary.....Harriet Hershorn

RIDGEFIELD EDUCATION ASSOCIATION SECRETARIAL

NEGOTIATING TEAM

Nancy Kleespre

Mara Deorio

Ceil Schalange

Kleespie

Scalanga

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PREAMBLE

This Agreement entered into by and between the Board of Education of the Borough of Ridgefield, New Jersey, hereinafter called the "Board," and the Ridgefield Education Association, hereinafter called the "Association," encompasses the agreement reached by the parties after negotiations in accordance with Chapter 123 of the Laws of the State of New Jersey as amended.

ARTICLE I

RECOGNITION

1. Except as provided for in Article 1, Section 3, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of employment for the following personnel; full-time secretarial and clerical personnel who are steadily employed, or on leave, full time or part, provided they are not excluded per Article I (3.) hereinafter referred to as [Employees] or [Secretaries].

2. Those positions covered by Section 1 shall be entitled to all contractual benefits on a pro rata basis, except that any insurance benefits shall be granted only to those who work twenty (20) hours per week or more.

3. All other persons, positions and units not specifically defined in Section 1 are excluded. This exclusion includes the Executive Secretary to the Superintendent of Schools, the Office Manager/Executive Secretary to the Business Administrator, those part-time workers who work on a irregular infrequent basis and all secretarial and clerical personnel assigned on a regular basis to the Business Office.

ARTICLE 2

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, as amended, in a good-faith effort to reach agreement on the terms and conditions of employment. Such negotiations shall be conducted according to the time guidelines promulgated by PERC. Any agreement so negotiated shall apply to all Secretaries, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board at a regular or special public meeting and ratified by the membership of the Association.

ARTICLE 3

GRIEVANCE PROCEDURES

1. DEFINITIONS

- A. A "grievance" is a claim based upon an event or condition which affects any of the provisions of this Agreement.
- B. An "aggrieved person" is the person or persons making the claim.
- C. 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 may be taken in order to resolve the claim.

2. PURPOSE

- A. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any employee to discuss informally with any appropriate member of the administration situations which might lead to a grievance. The situation may be adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this agreement.

3. PROCEDURE

- A. A grievance must be filed within fifteen (15) school days of its occurrence.

- B. Since it is important that a grievance 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 limit specified may, however, be extended or reduced by mutual consent.
- C. In general, three levels of discussion are provided in the communication channel. First, with Immediate Administrator; second, with the Superintendent of Schools; and, third, with the Board of Education.
- D. Grievances at all levels stating the contractual violations shall be submitted in writing. Decisions shall be submitted in writing to the interested parties. Prior to filing any grievance, the Association shall notify, in writing, those employees who are or may be affected.
- E. Level 1 - Discussions at this level will be between the Immediate Administrator and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved person to take the grievance to the second level within five (5) school days.
- F. Level 2 - Discussions at this level will be between the Superintendent of Schools and the aggrieved person. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the third level within five (5) school days.
- G. Level 3 - Discussions at this level will be between the Board of Education or the committee of the Board, the Superintendent of Schools and the aggrieved person. The Board of Education shall render its decision within twenty (20) school days

from receipt of the grievance.

- H. The Ridgefield Board of Education shall be the final step in the grievance procedure.
- I. If a decision has been rendered at any level, the grievance becomes null and void if the aggrieved party or his representatives do not appeal to the next higher level within the stipulated number of days.
- J. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- K. The grievance must be hand delivered to the Board Secretary/Business Administrator. The recipient must give written acknowledgment of its delivery, with time and date duly noted.
- L. Whenever a grievance is originally filed, the Superintendent of Schools shall receive a copy of the grievance immediately so that he may be fully informed of its nature. The party filing the grievance shall be responsible for a copy being delivered to the Superintendent.

4. **REPRESENTATION**

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 steps of the grievance procedures.

ARTICLE 4

RIGHTS OF THE BOARD OF EDUCATION

1. The Association recognizes the Board as the public agency charged by the New Jersey State Legislature under the mandate of the Constitution, with the management in the school district of the Borough of Ridgefield of a thorough and efficient system of free public schools.
2. The Board hereby and reserves unto itself, without limitations other than those expressly set forth by law and by the terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

1. The Board agrees to make available, from time to time, upon written request and reasonable notice by the Association, all available public information.
2. The Association and its representatives shall have the right to be present in buildings (i) when representing an individual or the Association for hearings and (ii) for Association business, provided in the judgment of the Building Principal such presence does not interfere with the operation of the school.
3. As to the Employees recognized in Article 1 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 said Employees and to no other organizations.

ARTICLE 6

AGENCY SHOP

INTRODUCTION

No employee shall be required to become a member of the Union as a condition of employment. Each employee shall have the right to join, not join, maintain or drop his membership in the Union. No employee shall be discriminated against on account of his membership or non-membership in the Union.

Membership in the Union shall be separate, apart and distinct from the assumption by each employee of its equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by Union members. It is recognized that the Union is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit, and all employees derive benefits thereunder, it is fair that each employee in the bargaining unit assume his fair share of the obligation along with grant of equal benefit contained in this Agreement.

The Board agrees to deduct from the monthly salary of all employees the amount of monthly Association dues. Remittance of dues collected shall be made to the Association at the end of each calendar month, together with a list of employees from whose pay such deductions were made. Deduction of Association dues shall be made pursuant to the N.J.S.A 52:14-5 9e.

The Union agrees to indemnify the Board against all claims made against it as a result of the application of this section.

A. **Purpose of Fee**

If a Employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. **Amount of Fee**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. **Deduction and Transmission of Fee**

The Board agrees to deduct from the salary of any secretary who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Employee begins his or her employment in a bargaining unit position.

D. If a Employee who is required to pay a representation fee terminates or is terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

E. **Mechanics**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. **Save Harmless**

The Association shall save the Board harmless from claims raised against it by an employee as a result of the fulfilling its obligations under this Article.

ARTICLE 7

SALARIES

- A. The salaries for all ten (10) and twelve (12) month employees covered by this Agreement for 2005 - 2008 are set forth in Schedule A attached.
- B. Twelve (12) month employees shall be paid semimonthly for the term of their contracts. Ten (10) month employees shall be paid semimonthly for the terms of their contract with the first check being paid on September 15th.
- C. The Board emphasizes that increments, if any, as outlined in Schedules are not automatic. Advancement on any schedule shall be subject to the approval by the Board of Education.
- D. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day.
- E. Secretaries may elect to have a portion of their salaries deduced from their pay and deposited in their accounts in the Paragon Credit Union.

ARTICLE 8

HOURS

1. For twelve (12) month employees, the work year shall be from July 1st to the next June 30th.
2. For ten (10) month employees, the work year shall be scheduled by the Board of Education between the last Monday in August and June 30th, and shall not exceed one hundred ninety-three (193) working days. Commencing for the 2007/2008 year the Board shall determine the calendar by June 1st of the previous school year.
3. Every work day including July and August shall consist of seven (7) working hours, excluding lunch. The normal work week including July and August shall consist of five (5) days (35 work hours).
4. Unless specifically provided for in Article 9, all twelve (12) month employees are expected to report to work every day including days when school may be closed for students and/or teaching staff. Unexcused absences shall be deducted as follows:
 - 1/260 of annual pay for twelve (12) months;
 - 1/200 of annual pay for ten (10) months.
5. Any secretary attending Back to School Night/night meetings/parent conferences or other evening meetings at the request of the secretary's Principal, shall be released at the same time as the professional staff.
6. Secretaries shall be released at the same time as the professional teaching staff before Thanksgiving and Christmas.
7. Nothing in this Article 8 shall be construed as a guarantee of hours of work per week or per day or a guarantee of employment.

ARTICLE 9

VACATIONS AND HOLIDAYS

1. Ten (10) month employees shall receive no paid vacation or paid holidays.
2. A. Vacations shall be provided twelve (12) month employees qualified for the same in accordance with the following schedule:

Employees who have been on the payroll for more than six (6) consecutive months, shall be entitled to one (1) working day vacation for each full month of continuous employment.

Employees who have been on the payroll for a period of at least ten (10) full consecutive months to seventy-two (72) full consecutive months shall be entitled to ten (10) working days vacation.

Employees who have been on the payroll for a period of ten (10) ^{seven (7)} _{rk} completed years of continuous employment shall be entitled to fifteen (15) working days vacation.

Employees who currently have four (4) weeks vacation will continue to be entitled to four (4) weeks.

Employees who have earned three (3) weeks vacation by the end of July 30, 1995 school year, the entitlement will include one (1) additional day a week per year to the maximum of twenty (20) working days vacation.

Employees who do not have three (3) weeks vacation by the end of June 30, 1995, entitlement will be three (3) weeks vacation after the tenth year. ^{7th} _{rk}

B. Vacation benefits are earned from the period of July 1st of any year to the succeeding June 30th. Vacations shall be taken the year immediately following the year

ARTICLE 9

VACATIONS AND HOLIDAYS

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Employees who have been on the payroll for a period of at least ~~ten (10)~~ *seven (7)* full consecutive months to seventy-two (72) full consecutive months shall be entitled to ten (10) working days vacation.

Employees who have been on the payroll for a period of ten (10) completed years of continuous employment shall be entitled to fifteen (15) working days vacation.

Employees who currently have four (4) weeks vacation will continue to be entitled to four (4) weeks.

Employees who have earned three (3) weeks vacation by the end of July 30, 1995 school year, the entitlement will include one (1) additional day a week per year to the maximum of twenty (20) working days vacation.

Employees who do not have three (3) weeks vacation by the end of June 30, 1995, entitlement will be three (3) weeks vacation after the ~~tenth~~ *seventh* year.

B. Vacation benefits are earned from the period of July 1st of any year to the succeeding June 30th. Vacations shall be taken the year immediately following the year

in which vacation was earned. As an example, during the year July 1, 1988 through June 30, 1989, vacation earned shall be taken during the year July 1, 1989 through June 30, 1990, subject to Paragraph C of this Article 9.

C. The Board shall have the right to schedule the employees vacation. The Board shall schedule such vacations so that the same will have the least effect on the efficient operation and needs of the Board. Said vacations shall not be scheduled in an arbitrary and capricious manner.

D. In the event an employee is on the payroll for less than six (6) full consecutive months, he shall not be entitled to any accrued vacation benefits.

3. Twelve (12) month employees covered by this Agreement shall be entitled to twelve (12) holidays. The specific days will be determined by the Board. No holiday will be allowed when schools are in session. The holiday schedule will be determined by the Board prior to June 1st preceding a contract year.

A. If any work is performed on a holiday, the employee performing said work shall receive double his regular straight time calculated rate of pay for all hours worked on the holiday in addition to his holiday pay.

B. If a holiday should fall during an employee's vacation period, the employee shall receive an equivalent day off, which day shall be scheduled by the Board.

C. An employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday. A sick day is considered a day of work.

D. If for any reason school should remain open on any holiday, the employees will be required to work at the regular rate but will be given time off as the law requires.

ARTICLE 10

TEMPORARY LEAVE OF ABSENCE

D. Death in the Immediate Family

A period not to exceed three (3) school days will be granted with full pay upon the death of a member of the immediate family of an employee; such three (3) days shall be taken consecutively. The term, "immediate family," shall be defined as including: mother, father, sister, brother, husband, wife, children, grandchildren, mother-in-law, father-in-law, significant other or any other relative who is a member of the immediate household.

E. Death of Others

A period not to exceed on (1) school day will be granted with full pay upon death of a relative not included in the definition of the "immediate family."

F. Absence for Jury Duty

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Ridgefield Public Schools during absence for jury duty shall be at the regular rate less the fee paid by the government for such jury duty.

G. Other Personal Absences

Two (2) personal days per year shall be granted to any employee who requires same without loss of pay if such request is submitted writing forty-eight (48) hours before, barring an emergency, stating in general, why such family, legal, etc., and further provided that no such personal day can immediately precede or follow any school vacation, school holiday or weekend.

H. For other Absences

For all absences, an employee's regular salary shall be reduced by 1/260

for twelve (12) month employee and 1/200 for ten (10) month employees of his annual contractual salary for each day of absence.

ARTICLE 11

SICK LEAVE

1. All ten (10) month employees shall be entitled to ten (10) sick days for each contract year. Twelve (12) month employees shall be entitled to twelve (12) sick days for each contract year. Unused sick leave days shall be accumulated from year to year, with no maximum limit for use in case of illness.

2. Non-accumulative additional sick leave benefits shall be allowed to all personnel who have accumulated sick leave days under Section 1 of this Article, according to the following schedule:

When an employee's sick leave has expired, after a continuous illness of one (1) calendar month, one half ($\frac{1}{2}$) of the number of accumulated days at the beginning of the illness shall be added to the employee's sick leave credit.

If the illness continues beyond this period and all days are used, the employees shall receive two thirds ($\frac{2}{3}$) of his salary for a period of time according to his length of employment.

3 to 5 years of employment - - 20 additional days

6 to 10 years of employment - - 30 additional days

11 to 15 years of employment - - 40 additional days

Over 15 years of employment - - 50 additional days

3. All personnel shall be given written accounting of accumulated sick days no later than September 30 of each school year.

ARTICLE 12

TERMINAL LEAVE

1. A. A full time employee who terminates services after ten (10) years shall be granted a terminal leave lump sum payment of the employee's earned and unused accumulated sick days multiplied by 1/200 of the annual salary received during the last year of employment provided that no payment shall exceed \$10,000.00.

B. Upon the death of an active employee who has been employed by the Ridgefield School District at least seven (7) consecutive years, terminal leave shall be paid to the estate.

2. Terminal Leave shall not be paid for discharged employees.

3. Notice of Terminal Leave must be provided in writing by October 30th of the year prior to the year in which the retirement or resignation from the district is to take place.

ARTICLE 13

INSURANCE PROTECTION

1. The Board shall provide health-care insurance protection for school employees. The employee shall be entitled to any plan encompassing all provisions under the New Jersey State Health Benefit Plan, or equal or better than any other Health plan that provides like coverage. The Board medical plan shall include the State Health Plan Prescription Drug Plan.

2. It shall be the policy of the Board to continue the payment of premiums on hospitalization and major medical insurance for a period of time after a leave of absence for illness has been approved by the Board. The said period of time shall be the maximum time, not to exceed six (6) months, which the State rules and regulations allow. The Board shall make a written inquiry from the State to determine the maximum time period allowable. The employee must submit a doctor's certificate to the Superintendent of Schools at the time the request for leave of absence is made.

3. It shall be the policy of the Ridgefield Board of Education to continue the payments of premiums on hospitalization and major medical insurance for a period of three (3) months after a leave of absence for illness has been approved by the Board. A doctor's certificate must be submitted to the Superintendent of Schools by the employee at the time the request for a leave of absence is made.

4. The Board will provide a family dental insurance plan with the insurance protection presently being provided for under this category.

- a. Effective July 1, 2005 the employees shall contribute \$150 per year toward the dental premium.
- b. Effective July 1, 2006 the employees shall contribute \$160 per year toward the dental premium.

- c. Effective July 1, 2007 the employees shall contribute \$170 per year toward the dental premium.
- d. On the condition that the Board receives an additional savings equal to \$146.00 per annum from the premiums charged for the 2004-2005 school year, said savings to be effective for the 2005-2006 school year, the following language is deleted from this Agreement. "The Board's obligation to pay for said premiums shall not exceed 1% of the base salary generated by the salary guide in effect as of November 1 of the previous year for which the plan is to be in effect."

5. Insurance benefits shall not be applicable to employees who work fewer than twenty (20) hours per week.

6. The Board shall consider continuation of hospitalization and major medical insurance payments for any other leave of absence of its individual merit and make its decisions accordingly.

7. The Carrier shall provide to each employee a description of the health care insurance coverage provided under this Article no later than the beginning of the current school year, which shall included a clear description of conditions and limits of coverage as listed above.

ARTICLE 14

MISCELLANEOUS PROVISIONS

A. 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 shall continue to be so applicable during the term of this Agreement unless otherwise provided in this Agreement.

B. If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid, or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual covered by this Agreement heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains and language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Twenty (20) copies of this Agreement shall be supplied at the expense of the Board after agreement with the Association, on format, with thirty (30) days after the Agreement is signed.

E. There shall be no other stipend increases.

F. Whenever any notice is required to be given by either party to this Agreement, either party shall do so by telegram or registered letter at the following addresses:

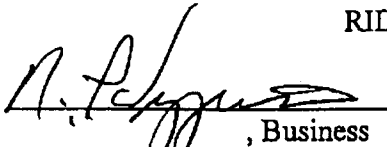
1. If by the Association to the Board at 555 Chestnut Street,
Ridgefield, N.J. 07657; and
2. If by the Board to the Association at 555 Chestnut Street,
Ridgefield, N.J.07657

ARTICLE 15

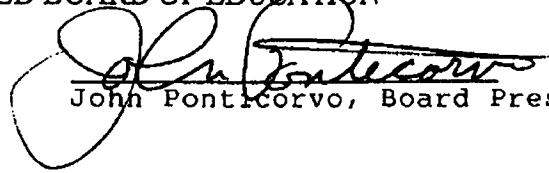
DURATION

This Agreement shall be in effect for the 2005-2008 school year. This Agreement will be in full force and effect until a successor agreement has been completely negotiated.

RIDGEFIELD BOARD OF EDUCATION

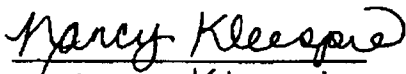


, Business
Administrator/Board Secretary




John Ponticorvo, Board President

RIDGEFIELD EDUCATION ASSOCIATION



Nancy Kleespie.



MARIA DEORIO, Secretary

, President

SCHEDULE A

SECRETARIAL 2005-2008 SALARY

<u>NAME</u>	<u>SALARY 2003-2004</u>
D'Altilo, Suzanne	\$51,427
Grippa, Annette	\$31,654
Mangani, Elena	\$45,177
DeOrio, Maria	\$35,320
Kleespie, Nancy	\$49,026
Rathgeber, Mary Ann	\$35,225
Rose, Angela	\$30,000
Scalanga, Cecelia	\$48,827

For the 2005/2006 school year the salary received in the previous school year shall be increased by 4%.

For the 2006/2007 school year the salary received in the previous school year shall be increased by 3.8%.

For the 2007/2008 school year the salary received in the previous school year shall be increased by 3.8%.

Secretarial Pool (Hourly) - \$11.34

Longevity Increment

Any individual employed in the Ridgefield Public Schools for a period of 15 years or more shall receive a bonus of \$300 in the 16th, 17th and 19th years.

After the 19th year, the employee shall receive \$400 over and above the salary guide.