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A G R E E M E N T

BETWEEN THE

RINGWOOD ADMINISTRATORS AND SUPERVISORS

ASSOCIATION

and the

RINGWOOD BOARD OF EDUCATION

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Labor Relations

1975

RUTGERS UNIVERSITY

PREAMBLE

This AGREEMENT entered into in part this 17th day of June, 1974 by and between the Board of Education of the Ringwood School District, Ringwood, New Jersey, hereinafter called the "Board", and the Ringwood Administrators and Supervisors Association, hereinafter called the "RASA."

ARTICLE I

RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, the Ringwood Board of Education hereby recognizes the Ringwood Administrators and Supervisors Association as majority representative and as the exclusive and sole representative for collective negotiations with respect to the salary and the terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may be hereafter employed by the Board:

Principals

Vice-Principals

Director of Special Services

Helping Teacher (1973-74 school year only)

The term "administrator" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined and references to male administrators shall include female administrators.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303; such negotiations shall begin not later than November 15 of the academic year in which this Agreement expires.

B. Nothing contained in this Agreement, and items not included in this Agreement should be deemed evidence that the Board of RASA has abrogated or prejudiced its rights or responsibilities pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey, to bargain with the Association as the representative of its administrative personnel with respect to wages, terms and conditions of employment.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a member of the Ringwood Administrators and Supervisors Association or the Association based upon the interpretation, application, or violation of this Agreement.

The term grievance shall not include any decision by the Board concerning the hiring or re-hiring or refusal to offer a contract to any employee for a new term of employment.

2. Aggrieved person

An "aggrieved person" is the person or persons making the claim and who is harmed or may be harmed or adversely affected by the action or non-action which is the basis of the grievance.

3. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievance which may from time to time arise affecting members of R.A.S.A.

C. Procedure

1. Time Limits

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.

GRIEVANCE PROCEDURE (continued)

2. Level One

An aggrieved person shall first discuss it with the Superintendent 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, he may file the grievance in writing with the superintendent within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - Board

If the grievance is not settled after reaching the superintendent, the employee shall have ten (10) days after decision by the superintendent to file written appeal for an appointment to meet with the Board of Education or a committee of board members designated by it. Said request shall be made in writing and copies simultaneously sent to both the superintendent and to the Board of Education. The committee shall determine within fifteen (15) days whether or not the issue of complaint constitutes a grievance. If its decision is affirmative, the superintendent shall make an appointment with the Board of Education or the committee designated by it for discussion. The superintendent shall prepare a review of the case for the Board of Education.

5. Level Four - Advisory Arbitration

(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 twenty (20) calendar days after the grievance was delivered to the Board, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, submit the grievance to advisory arbitration.

(b) Within ten (10) school days after such written notice of submission to advisory arbitration, the Board and the aggrieved or his representative 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 American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

GRIEVANCE PROCEDURE (continued)

(c) The arbitrator so selected shall confer with the representatives of the Board and the aggrieved or his representative 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 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 findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and the aggrieved.

(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 party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

(e) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall deem to be a waiver of further appeal of the decision.

D. Miscellaneous

1. Personnel Matters

All personnel discussions shall be the concern of those immediately active in the discussions and shall not be released to other persons, until completion of the grievance procedure.

2. Representation-Authorization

Representatives of organizations acting for individuals or groups at Levels Three, and Four shall present satisfactory written evidence of their authority to act to the Board of Education. A simple statement from the aggrieved person stating "I wish to be represented by..." in his own words and signed by him is sufficient.

3. Written decisions

Decisions rendered at Levels Two, Three and Four shall be in writing and shall be transmitted within the time limits specified at each level.

4. Reprisals

In presenting his personal professional grievance, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal and freedom from reprisal based upon any assertion of his rights.

GRIEVANCE PROCEDURE (continued)

5. Status Pending Determination

Any employee processing a grievance shall be required to follow the direction or policy or administrative decision appealed from pending final determination of that grievance. Processing of any grievance shall be automatically terminated in case of violation of this paragraph.

6. Separate Grievance File

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.

ARTICLE IV

SALARIES

- A. Administrators' salaries presently covered by the Agreement are based upon the concept of an "Administrative Ratio". The ratio is generally comprised of three basic elements:
1. Top at Masters level on teachers' salary guide.
 2. Time required beyond that required of teachers.
 3. Administrative responsibility.
- B. The presently established Administrative Ratios will determine the salaries for the year beginning July 1, 1973 and ending June 30, 1974. The 1974-75 salaries were increased by a percentage amount based on the salary ratio in effect during the 1973-74 school year.
- C. Salary will follow the established guide unless service is unsatisfactory.

ARTICLE V

LEAVES, INSURANCE, AND OTHER FRINGE BENEFITS

Leave privileges, insurance, policies, and all other fringe benefits shall be no less than those provided for in the negotiated Agreement in force between the Board and the Ringwood Education Association.

Exceptions:

- A. Sick leave will be 12 days per year for 12-month contract.
- B. Vacation will be one month paid per year to accumulate at two days per month. Vacation days are not accumulative from year to year. Should a member of the Association leave before vacation is utilized, he shall be paid for accumulated days applicable for that school year.
- C. Upon Board approval, a member of the Association may have the maximum of one year leave of absence for educational advancement and return to a position of the same title, i.e., principal returns as principal, assistant principal returns as assistant principal.
- D. Tuition reimbursement for advanced study will be \$300.00 plus 75% of any additional cost to a maximum of \$400.00. Tenure is not required. Courses must be approved by the Superintendent prior to taking the courses and must be related to improving their performance on the job.
- E. Summer School Director will be other than those members on 12 month contracts.

Leaves, Insurance and Other Fringe Benefits - continued

F. R.A.S.A. may be represented at the meetings of the Ringwood Education Association, Liaison Committee and the Superintendent of Schools. The Superintendent or his designee will continue to represent the administrative team at meetings of the Ringwood Education Liaison Committee and the Board of Education.

ARTICLE VI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 303, Public Law 1968.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

RINGWOOD ADMINISTRATORS AND RINGWOOD BOARD OF EDUCATION
SUPERVISORS ASSOCIATION .

President

President

Secretary

Secretary