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RUTGERS UNIVERSITY

AGREEMENT BETWEEN

RINGWOOD BOARD OF EDUCATION

AND

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION LOCAL #153

(ALL SECRETARIAL AND CLERICAL EMPLOYEES, SCHOOLS AND BOARD OFFICE)

X JULY 1, 1981 - JUNE 30, 1984

PREAMBLE

This agreement made and entered into on the \_\_\_\_\_ 21st \_\_\_\_\_  
day of December 1981 by and between the Board of Education  
of Ringwood in the County of Passaic, hereinafter referred to  
as the "Board" and The Office and Professional Employees Inter-  
national Union, Local 153, hereinafter referred to as the "Union".

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ARTICLE I - RECOGNITION:

Section I

The Board hereby recognizes the Office and Professional Employees International Union, Local 153, 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 employed under the classification of Secretarial and Clerical Employees.

Section 2

Unless otherwise indicated, the term "employees" when used in this Agreement refers to all persons represented by the Local #153 in the above defined negotiating unit, but excluding Custodians and Maintenance Repairmen, professional employees, confidential employees, bus drivers, craft employees, Police and Supervisors within the meaning of the Act and substitute Clerical Employees.

Section 3

The Union shall furnish the Board with a list of its President, Vice President and Stewards, 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 steward 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 Union.

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ARTICLE II - PROFESSIONAL & TECHNICAL EMPLOYEES MEMBERSHIP:

Section 1 - Continuance of Membership

All present employees who are members of the Local #153 Union on the date of execution of this Agreement may remain members of the Local #153 Union. All new employees who are hired during the term of this Agreement may become and remain members of Local #153.

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 Local #153 members in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the officer of Local #153 duly authorized to receive such payment.

ARTICLE III - BULLETIN BOARDS:

Subject to prior approval of the Board Secretary of the Board or any of his/her designees, which approval shall not be unreasonably withheld, the Board shall permit the Union appropriate use of a bulletin board in the administrative offices. The purpose is to allow the posting of notices dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union 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.

DPK

ARTICLE IV - GRIEVANCE PROCEDURES

Section I - General Procedures:

Definition: A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board, with administration or supervisory authority over members of the unit, which dispute or complaint is that the employee has been treated unfairly, inequitable 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 to writing and shall submit the grievance in formal written form to the immediate supervisor within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of the response to both the Union and the Superintendent. 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 Union may appeal the decision at Step 2 to the Superintendent or his/her designee, within ten (10) days, who shall within ten (10) days notify in writing a specific date for a conference with the grievant to review the grievance. The Superintendent 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 Union.
- Step 4. If the aggrieved person is not satisfied with the disposition of the grievance at STEP 3, or the Superintendent has not responded to the grievance, the employee shall have ten (10) 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 Superintendent, Board Secretary, Board of Education and the Union. The Board or Committee shall set a date for a hearing on the grievance within a reasonable period of time.

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ARTICLE IV - GRIEVANCE PROCEDURES - Cont.

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 Union may submit the grievance to advisory arbitration. Cost of arbitration shall be divided equally between the Union and the Board.

SECTION II

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.

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ARTICLE V - UNION BUSINESS:

Section I.

The Board shall permit members of the union 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 employees immediate supervisor will be consulted in advance.

Section II.

The Board will furnish the Union 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 Union representatives with reference to matters pertaining to this contract.

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

The Union 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 III - VISITATION RIGHTS:

A representative or representatives of the Union shall have reasonable access to all places in which employees covered by this Agreement work providing he 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 therefore 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.

ARTICLE VII - WORK WEEK - WORK DAY - OVERTIME:

Section I - 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 working days, Monday through Friday of eight (8) 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 that 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 a duty free lunch hour, whenever school is not in session.

(E) Secretarial 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 secretary shall be available at the Board Office to answer telephones. This shall be done on a rotating basis where possible.

Section II - Work Day

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

Section III - Overtime

Overtime shall be defined as extra work performed by a Member of the unit over and above the regular work hours. Overtime rates shall be one and one half (1½) times the employee's regular hourly rate and shall apply when authorized on the following basis:

(A) All time worked in excess of eight (8) hours in one day.

(B) All time worked in excess of forty (40) hours in one week for which overtime has not been earned.

Section III - Overtime (cont.)

(C) All time worked on a contracted holiday or Saturday or Sunday.

(D) Schedules will not be changed to avoid payment of overtime, except for specific agreement. Whenever possible, overtime will be assigned among the employees at the location where the overtime is to take place. To insure proper coverage and necessary functions at the schools, the Supervisor in each location shall maintain the right to assign overtime as he 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.

(E) In the event any employee of this bargaining unit is called upon to perform supervisory duties or those duties of a job of higher classification, that employee shall receive the rate of pay for that classification commencing on the eleventh (11th) consecutive working day and continuing for the additional time served in that capacity.

ARTICLE VIII - HOLIDAYS:

All members of this unit shall receive fourteen (14) 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 Union as soon as possible after its adoption.

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ARTICLE IX - VACATION:

Section I

By April 15th, the Board Secretary will notify each employee of the number of vacation days earned and requesting the employees inform her 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 been 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 for the duration of this contract:

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

- After one (1) year of service - - - - - 10 days
- After five (5) years of service - - - - - 15 days
- After ten (10) years of service - - - - - 20 days
- From the 11th through the 15th years of service 1 additional day per year
- After fifteen (15) years of service - - - - - 25 days

Section II

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

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

Section III

Any 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 IV

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 X - FRINGE BENEFITS:

Section I

The Board agrees to make available to all full-time, twenty (20) hours or over, employees in the unit without cost a program of hospitalization, medical-surgical benefits and dental plan, major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits. The available coverage in the District shall apply to this contract.

Section II

Upon employment, the benefits described in Section I, shall be made available to each newly employed member of the unit at the earliest possible registration date immediately following employment.

ARTICLE XI - CLOTHING:

The Board will provide and maintain one (1) smock for each school and two (2) for the Administration Building.

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ARTICLE XII - WAGES:

The employees of this unit will be paid a salary as outlined in Table A which is attached to the end of this agreement and which is part of this agreement.



ARTICLE XIII - MISCELLANEOUS:

Section I

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

Section II

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 Corp.

Section III

The Board shall continue the current practice of paying the 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 IV

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

Section V

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

Section VI

Each secretary will be entitled to a one-half day substitute each month to enable her to devote her time to the class registers.

11/1

ARTICLE XIV - ABSENCES AND LEAVES:

Section I - Sick Leave

All employees in this unit shall earn one (1) day of sick leave per month at full pay during each calendar year. Unused sick leave may be accumulated without limit, but with a maximum of twelve (12) days per year.

Reimbursement for unused sick leave shall be provided in the amount of five (\$5.00) dollars per day to those employees who have served at least fifteen (15) years in the Ringwood School District. The maximum amount per employee shall be \$1,000.00. In order to be eligible, an employee shall provide ten (10) months advance notification to the Board.

Section II - 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 school year and no unused days shall be cumulative for use in another school year. All leave granted hereunder must be with prior approval of the Superintendent.

(1) Death in the immediate family - An allowance up to five (5) days leave shall be granted. Immediate family shall be considered father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

No more than a cumulative total of three (3) days are allowable for item A through C. Full pay will be deducted for all days in excess of three.

Notification in advance must be given to the Supervisor, Board Secretary. In the case several employees choose the same day, the Supervisor or Board Secretary may deny some employee the right to take this day.

(A) Serious illness in the immediate family - An Allowance of up to three (3) days leave shall be granted (Immediate family same as (1) above).

(B) Death of other relative or close friend - An allowance of one (1) day's leave shall be granted.

(C) Other emergencies of personal nature; no explanation necessary:

(a) Recognition of a religious holiday

(b) Court appearance (Up to two [2] days).

(c) Marriage of employee or marriage in the immediate family (Up to two [2] days).

Section II - Personal Leave (cont.)

(D) All employees permanently employed, shall be entitled to one (1) day with pay of personal leave per calendar year, but such unused personal leave may not be accumulated. This day is separate and above all other absences and leaves. It may be taken at the employee's option and because it is personal, no explanation to the employer is necessary. However, notification in advance must be given to the Supervisor, Board Secretary. In the case several employees choose the same day, the Supervisor or Board Secretary may deny same employee the right to take this day.

(E) Any employee serving jury duty shall be paid the difference between the amount received for jury duty and his/her normal salary.

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ARTICLE XV - PROMOTIONS AND NEW POSITIONS:

Section I

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:

1. Notice of all openings shall be posted on the Union bulletin board and notices shall be sent to each employee in this unit.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.
3. All employees in the unit shall have full and equal opportunities to compete for any such positions based on their being able to meet the required qualifications.
4. 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 Union and a meeting will be held between the Board and a representative of the Union 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 II

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

ARTICLE XVI - 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.

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ARTICLE XVII - 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, that fact shall be noted, dated and witnessed. Employee has right to make written comments on the evaluation form, or on separate sheet which will be affixed to the evaluation.

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

ARTICLE XVIII - 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 XIX - 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 a new contract is signed.



TABLE A  
Salary Guide

Any person employed as a part time employee, in any of the following positions shall be paid prorata the salary specified for that position for hours worked. Also, they shall be placed upon proper step of guide for years worked. (1981-82 school year, as per attached list)

JOB TITLE AND GUIDE

	1981-82	1982-83	1983-84
CLERK/TYPIST			
FIRST YEAR	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
SECOND YEAR		6,800.00	6,800.00
THIRD YEAR			7,000.00
GENERAL SECRETARY			
FIRST YEAR	7,500.00	7,500.00	7,500.00
SECOND YEAR	8,000.00	8,320.00	8,320.00
THIRD YEAR	8,300.00	8,800.00	9,140.00
PERSONNEL SECRETARY			
FIRST YEAR	8,400.00	8,400.00	8,400.00
SECOND YEAR		9,200.00	9,200.00
THIRD YEAR	9,200.00	10,020.00	10,840.00
SECRETARY TO BUILDING PRINCIPAL			
FIRST YEAR	9,500.00	9,500.00	9,500.00
SECOND YEAR		11,500.00	11,500.00
THIRD YEAR	10,900.00	11,800.00	12,640.00
SECRETARY TO DIRECTOR OF SPECIAL SERVICES			
FIRST YEAR	9,000.00	9,500.00	10,000.00
SECOND YEAR	9,500.00	10,000.00	10,500.00
THIRD YEAR	10,000.00	10,500.00	11,000.00
15 YEARS OR LONGER	12,000.00	12,820.00	13,640.00
PAYROLL			
FIRST YEAR	7,800.00	7,800.00	7,800.00
SECOND YEAR		8,620.00	8,620.00
THIRD YEAR			9,440.00
BOOKKEEPER			
FIRST YEAR	10,000.00	10,000.00	10,000.00
SECOND YEAR		11,500.00	11,500.00
THIRD YEAR	11,500.00	12,320.00	13,140.00

## 1981-82 SCHOOL YEAR

<u>Classification</u>	<u>Step</u>	<u>Employee</u>
General Secretary	1st	Claire Dwyer
	1st	Nancy Osborne
	1st	Janet Taylor
	1st	Rose Ann Zajkowski
	3rd	Joan Quigley (10½ mos.)
	3rd	Therese Maguire (3 days)
Personnel Secretary	3rd	Joan McKenna
Secretary to Building Principal	3rd	Helga Brunkhardt
	3rd	Jean Kirkham
	3rd	Madeline Moss
	3rd	Diane Stark
Special Services Secretary	15 years	Kay O'Leary
Payroll	1st	Barbara Cerone
Bookkeeper	3rd	Connie Major

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ARTICLE XX - DURATION:

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 1981, and shall continue to remain in full effect until June 30, 1984.

ATTESTED TO AS OF December 21, 1981

*Hancy Gogates*  
PRESIDENT, BOARD OF EDUCATION

*Michael Gendwin*  
SECY.-TREAS., LOCAL #153

*Selen Yelman*  
BOARD SECRETARY, BOARD OF  
EDUCATION

*Thom P. Hill*  
UNION REPRESENTATIVE, LOCAL #153

*Conetta Major*  
SHOP STEWARD, LOCAL #153