

# **AGREEMENT**

By and Between the

**RIVER DELL REGIONAL BOARD OF EDUCATION**

and the

**BUILDING SERVICE UNIT**

of the

**RIVER DELL EDUCATION ASSOCIATION**

~

Effective July 1, 2008 through June 30, 2011

## **AGREEMENT**

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the River Dell Regional School District of New Jersey, hereinafter called the "Board," and the Building Service Unit of the River Dell Education Association, hereinafter called the "Association," subject to ratification by the Board and by the Association, as follows:

### **ARTICLE I - RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all building service personnel employed by the Board on a ten or twelve month basis, including:

Head Custodians  
Custodians  
Groundsmen  
Maintenance Men  
Head Groundsmen  
Head Maintenance Person  
Night Foreman

Exclusions: Supervisor of School Plant Maintenance and Services and such temporary, hourly personnel that may be needed in emergency situations and/or as summer replacements.

### **ARTICLE II WORK YEAR**

- 2.1 The work year shall be defined as 2,080 hours consisting of 52 weeks at the rate of 40 hours a week. The Head Custodians, Head Maintenance Person and Head Groundsman's hours shall be eight hours a day, exclusive of one-half hour unpaid lunch. The hours will be determined between the employee and their immediate supervisor. The start time for their shift shall be between 6 a.m. to 8 a.m. and the ending hours are between 2:30 p.m. and 4:30 p.m. with one-half hour unpaid lunch. The Night Foreman's hours shall be eight hours a day, inclusive of one-half hour paid lunch. The hours will be determined between the employee and their immediate supervisor. The start time for their shift shall be between 2:00 p.m. to 4:00 p.m. and the ending hours are between 10:00 p.m. and 12:00 p.m. with one-half hour paid lunch. The shift days will consist of five consecutive days between Monday and Saturday.
- 2.2 The work week shall consist of three 40 hour shifts for eight hours a day. The start time for the first shift shall be between 6:00 a.m. and 8:00 a.m. and the end hours are between 2:30 p.m. and 4:30 p.m. with one-half hour unpaid lunch.

At the high school, the second shift will begin at 10:00 a.m. and end at 6:30 p.m. with one-half hour unpaid lunch.

The start time for the third shift shall be between 2:00 p.m. and 4:00 p.m. and the end hours are between 10:00 p.m. and 12:00 p.m. with one-half hour paid lunch.

If there is a shift change, the employee will be given a 10 calendar days notice prior to starting the new shift.

For the period between November 1<sup>st</sup> and April 1<sup>st</sup>, a shift of Tuesday through Saturday will be given to the last person hired or to a volunteer, provided that he/she has a boiler license—if not, the next person hired with a boiler license will occupy that shift.

- 2.3 Overtime shall be paid at the rate of one and one-half times the regular hourly rate of all time in excess of 40 hours in any one-week or all hours worked in excess of eight hours in one day. Overtime worked on Sundays and the 13 holidays shall be paid at double time.
- 2.3a Two-hour minimum call back salary to be paid at appropriate over time rate.
- 2.4 For purposes of computing overtime, the workweek shall start at 12:01 a.m. Monday and end at midnight Sunday.
- 2.5 On snow closing days, employees reporting to work shall be paid at the rate of one and one-half (1½) times the regular hourly rate.

### **ARTICLE III – SALARIES**

- 3.1 As of July 1, 2008, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A—**2008-2009** Salary." The salaries reflect a 6.5 percent increase.
- 3.2 As of July 1, 2009, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A—**2009-2010** Salary." The salaries reflect a 6.5 percent increase.
- 3.3 As of July 1, 2010, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A—**2010-2011** Salary." The salaries reflect a 6.5 percent increase.
- 3.4 There shall be a total longevity allowance in each year of this agreement for each qualifying employee, which shall be a total of \$600 starting with the 15<sup>th</sup> year of service in the district, and \$800 starting with the 20<sup>th</sup> year of service in the district, and \$1,000 starting with the 25<sup>th</sup> year of service in the district, which shall be included in and made a part of the employee's base salary.
- 3.5 Effective July 1, 2003, allowances and stipends shall be incorporated into base salaries.
- 3.6 Only those employees on the School District payroll prior to June 30 in any given year shall be eligible for the salary increases scheduled to take effect July 1 of each year of the new Agreement as set forth above.

3.7 Minimum salaries for job titles in the bargaining unit shall be established as follows for each year of the Agreement:

<b>Position</b>	<b>2008-2011</b>
Custodian	\$23,500
Head Custodian	\$27,200
Groundsman	\$23,500
Head Groundsman	\$25,500
Maintenance	\$24,700

3.8 The Night Foreman stipend shall be \$3,500 for each year of the contract.

3.9 The Board of Education will provide each Building Service Unit employee four (4) new uniforms consisting of work shirts and pants. The Board shall also provide five (5) articles of rain gear at each building.

3.10 Effective July 1, 2003, annual payments for Black Seal Licenses, Asbestos Certifications, Pesticide Certifications, Plumbing Licenses and Electrical Licenses shall be incorporated into the base salary for each eligible employee. Also effective July 1, 2003, the Agreement shall incorporate a new sections follows:

a. Effective July 1, 2003, employees shall have their salaries increased as set forth below:

1. Black Seal License	\$500
2. Asbestos Certificate	\$500
3. Pesticide Certificate	\$500
4. Electrical License	\$1,000
5. Plumbing License	\$1,000
6. CFC Refrigeration	\$500
7. HVAC	\$750

b. Employees who hold one or more of the licenses or certificates set forth in the preceding subsection shall have their compensation increased for each and every license or certificate held. Employees who leave employment within one year of obtaining a license or certification will reimburse the district for the amount paid by the Board.

c. In order to be eligible for the increases provided in this section, employees must submit proof that they possess the relevant certificates and/or licenses to the office of the Business Administrator.

d. It shall be the responsibility of each employee, at his/her own cost, to renew all licenses and certificates in such manner as may be required by the issuing agencies except for the CDL license. The District will reimburse the employee for a CDL renewal.

- e. The Board shall, in accordance with established practice, reimburse employees for the cost of the Black Seal License course the first time the employee takes the course. If an employee takes the course more than once, the employee shall be solely responsible for the cost of any repeat enrollment in the course.
- f. Except as provided in the subsection noted above, each employee shall be solely responsible for all fees and costs for obtaining any of the licenses and/or certificates set forth in this Section; provided, however, that if any employee is directed, in writing, by the Board to obtain any license or certificate covered in this section, the Board shall reimburse the employee for the cost of obtaining that license or certificate.
- g. Any reimbursement pursuant to the provisions of this Section shall only be upon submission of documentary proof of the expenditure.
- h. Newly hired employees shall, where applicable, have their salaries adjusted to reflect possession of one or more of the licenses or certificates covered by this Section at the time of initial hire. An employee who earns the license or certificate covered by this section shall have his/her salary adjusted appropriately effective the next pay period immediately following the submission of documentation that the license or certificate has been obtained.

**ARTICLE IV - VACATIONS**

- 4.1 Employees in the unit shall be entitled to two (2) weeks paid vacation after the completion of 12 months of service, three (3) weeks paid vacation after completion of 60 months of service and four (4) weeks paid vacation after completion of 120 months.

From September 1 to June 30, employees requesting two or more vacation days shall be required to give one week prior notice.

No vacation will be approved for the last three weeks of August.

**ARTICLE V - HOLIDAYS**

- 5.1 The employee covered by the Agreement will be granted 13 paid holidays, including the following:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Thanksgiving Day       |
| Good Friday      | Labor Day              |
| Memorial Day     | Christmas Day          |
| Independence Day | Day after Thanksgiving |

The celebration of the five (5) additional holidays will be determined by the Board at the time of the adoption of the school calendar for that school year, one of which may be Christmas Eve.

- 5.2 To be eligible for payment of holiday pay, the employee must work the work day preceding the holiday and the work day immediately following the holiday, except for those excused days as defined in this Agreement.

## **ARTICLE VI - LEAVE OF ABSENCE**

### 6.1 Short Term Leave

#### A. No Deduction of Pay

##### 1. Personal Illness

- a. Member of the Association employed 12 months full time, shall be entitled to 12 days of absence each year for personal illness only. Illness is defined as absence from post of duty because of personal disability due to illness or injury, other than work incurred illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b. All such leave days not taken by members while employed by the River Dell Regional School System may be accumulated without limit, from date of their employment.
- c. Members shall be given a written accounting of their accumulated sick leave days not later than September 15 of each school year.
- d. Emergency Sick Leave: In the event of an extended illness which exhausts all of an employee's accumulated sick leave days, a request can be made to the Board for additional paid leave. Granting or denial of such additional leave shall be at the sole discretion of the Board and will be decided on an individual basis. Payment for such leave cannot exceed normal salary for that person, less the cost of a substitute or replacement employee. There is no contractual or legal right to Emergency Sick Leave. Unused Emergency Sick Leave will expire on June 30 of the year granted.

##### 2. Death in Immediate Family

For a death in the immediate family, up to five days' absence, as determined by the Superintendent, will be granted. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, step parents, step children, and any other relative living with the unit member as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.

##### 3. Death of Relative

For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.

4. Personal Business

For personal business, two (2) days each year by application to his immediate supervisor for approval and an assertion by the employee that the reason for the absence is allowable within the definition of the Board Policy Manual, Section V, B1 and 2, as adopted December 8, 1969.

5. Government Mandate

Recognized government mandates over which the employee has no control will be honored.

6. Maternity Leave of Absence

a. Separation from System

Building service unit members may be granted a leave of absence without pay for maternity reasons. The individual shall continue to work as long as she is physically able, as determined by her own physician. Such determination shall be presented to the Board of Education in writing no later than the sixth month of pregnancy.

If, however, the Board should find that the Building Service Unit member's performance is inadequate due to her physical condition, then the Superintendent may require that the Building Service Unit member be examined by the school physician. Superintendent's decision shall be final. In the case that there is a difference of medical opinion between the school physician and the Building Service Unit member's physician, then the Board and the Building Service Unit member shall agree on a third impartial physician who shall examine the Building Service Unit member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The cost of this third physician shall be equally shared by the Board and the Building Service Unit member. These examinations shall take place during a span of time no longer than two weeks following the Superintendent's initial request.

B. Notification

All Building Service Unit members shall notify the administration as soon as possible, but no later than 60 days of intention to take maternity leave.

C. Adoption of an Infant

Any Building Service Unit member may receive similar (maternity) leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No Building Service Unit member on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of their certification or competence.

D. Duration of Leave

The Building Service Unit member on such leave of absence must return only in the first or second September following the birth of the child. Specific permission to rejoin the staff at a sooner or later time may be granted by the Board. The Building Service Unit member shall inform the Board in writing of her intention to return in September by the preceding March 15. Failure to return on promised date shall result in termination. The Board may at its discretion grant an extension of this leave.

E. Return

The Building Service Unit member shall be reinstated in their position with every reasonable effort made to place the person in their previous specific situation.

F. Interrupted Pregnancy

If a pregnancy for which a maternity leave has been granted is interrupted, or should result in a stillborn child, the Building Service Unit member may return at an earlier date than specified in 4.3D if mutually agreed upon.

## **ARTICLE VII - TERMINAL LEAVE**

- 7.1 Two weeks' notice shall be given for termination of employment after 12 months of employment up to the completion of the fifth year of continuous full-time employment.
- 7.2 Upon completion of five (5) years of continuous full-time employment, four (4) weeks notice shall be given for termination of employment.
- 7.3 At the discretion of the Board, an employee may be given termination pay in lieu of termination notice at full salary.
- 7.4 The provisions of this article shall apply only to those members of the unit who have completed one (1) full year in the employ of the River Dell Board of Education.

## **ARTICLE VIII - HEALTH INSURANCE**

8. A. Health Care - The Board shall provide to all full-time employees the New Jersey State Health Benefits Program.
- B. Prescription Program - The Board shall provide to all full-time employees and their dependents a prescription program for the term of this contract only, and only in the manner set out in the 1995 modification of the annual prescription plan as follows:



1. Building service personnel will be reimbursed 100 percent of the amount of claims up to \$200 (up to \$100 per association member and up to \$100 for dependents).
2. Building service personnel shall also be reimbursed for up to 20% of the cost of all covered prescription charges up to an amount of \$2,000 per person, annually, following the first \$100 per individual member and \$100 for dependents. It is agreed that these reimbursements cannot exceed \$6,038 per year for each year of this agreement, less the maximum to be deducted for clerical and administrative costs incurred for administering the prescription program (\$325).
3. It is further agreed and understood between the parties that the Board shall pay all costs of prescriptions not covered by major medical insurance provided by the Board, or by other insurance coverage covering the member or individual family members to an amount not to exceed an aggregate of \$3,000. This \$3,000 amount is separate and apart from the monetary limitation provided for in Article VIII, Section 8.1 (Building Service Unit).
4. Benefits for members who leave the system prior to June 30 of each contract year shall terminate as of date of severance.
5. It is distinctly understood and agreed that should claims exceeding the limits set forth in subparagraph B2 above be presented, all approved claims shall be paid on a pro-rata basis out of said amounts, and that approved claims shall be paid by September 30 of each year. Claims must be submitted no later than August 1.
6. This prescription program shall cover drugs and medicines (except vitamins) which under federal or state law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacist or by a legally constituted and operated hospital for an insured building service employee or dependent who is not then a bed patient in that hospital.
7. The prescription program does not cover any charge for a drug and/or medicine expense:
  - a. If the expense is not required in accordance with accepted standards of medical practice;
  - b. To the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;
  - c. To the extent that such charge is covered by any other insurance under which the member and/or dependent is covered;

- d. If the expense is not prescribed by a duly licensed doctor in charge of the case;
  - e. If the expense is incurred in connection with care beyond the scope of the license of the person rendering it;
  - f. If the expense is incurred for drugs which do not require a prescription;
  - g. If the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;
  - h. If the expense is incurred in connection with the administration or injection of any drug and/or medicine;
  - i. If the expense is incurred in connection with contraceptive drugs;
  - j. If the expense is incurred in connection with prescriptions dispensed to a member or a dependent while a patient in a hospital, nursing home, or other treatment institution;
  - k. If the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;
  - l. If the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;
  - m. If the expense is incurred in connection with the care of drug addiction or chronic alcoholism.
8. Claims must be made in writing in accordance with instructions from the Board Secretary not later than August 1 of each contract year, signed by the employee; and annexed to said claim must be receipted invoices from the licensed pharmacy setting forth the following information:
- a. The date purchase of drug was made;
  - b. Name of the patient to whom the drug was prescribed;
  - c. If not the employee, the relationship of the person to the employee;
  - d. The prescription number;
  - e. The name of the pharmacy;
  - f. The name of the doctor signing the prescription;
  - g. The cost of the drug.
9. It is understood and agreed that no claims will be approved and/or paid prior to September 30 of each contract year, to allow the Board time to accumulate all claims and to determine mode of payment of approved claims in accordance with available funds.

- C. Dental Program: The parties agree that the Board contribution to the employee dental plan shall be increased as follows:

The Board contribution to the dental plan shall be increased up to 0% for any school year where there is a freeze or decrease in overall dental premium; otherwise the Board contribution shall be increased by 2.25% from the current contribution of \$679 for the 2007-08 for the school year in any year in which there is an increase.

- 8.2 Coverage for items 8.1A to C shall be for a twelve-(12) month period commencing July 1. However, coverage shall terminate as of the effective date a member leaves the system, unless the member shall leave at the end of the normal school year.

## **ARTICLE IX - MISCELLANEOUS PROVISIONS**

- 9.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand-delivered letter, by return receipted certified mail, or by telegram to the following addresses:

A. If by the Association to the Board, to:  
c/o Secretary to the Board of Education  
River Dell Regional Board of Education  
230 Woodland Avenue  
River Edge, NJ 07661

B. If by the Board to the Association to:  
President  
River Dell Education Association  
River Dell Regional High School  
55 Pyle Street  
Oradell, NJ 07649

- 9.2 This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

- 9.3 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract and those procedures mandated by state laws, federal laws, and any other applicable laws.

- 9.4 When a meeting is called by the River Dell Education Association during normal working hours for members covered by this Agreement, one (1) employee from each building will be granted one (1) hour released time to attend the meeting. This provision will apply to one (1) meeting per month.

9.5 Any unit staff member who shall voluntarily retire may receive, in addition to all other compensation and/or emoluments to which the said unit staff member may be otherwise entitled, payment for unused accumulated sick days to the rate of \$40.00 a day only subject to and in accordance with the following conditions:

- a. The unit staff member must have completed not less than twenty (20) full years of service with the River Dell Regional Board of Education at the end of the school year at which the voluntary retirement shall commence, and ...
- b. The unit staff member must have completed a full year of service in and during or following the twentieth year of continuous service with the River Dell Regional Board of Education and the retirement must commence no earlier than the regular and routine end of a full school year; any unit staff member that retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty years of service shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 9.5, and ...
- c. The unit staff member must inform the River Dell Regional Board of Education in writing on or before December 1 in any school year of his or her intention to retire from service at the end of that school year the following June; any unit staff member who fails to inform the Board of Education in writing of his/her intention to so retire on or before December 1 shall not be eligible to apply for or receive the benefits provided by this Article 9.5; notwithstanding the intention of the preceding language in this Paragraph "c", if an emergency situation arises, any member who finds that he/she must retire and leave in June due to circumstances beyond his/her control, but which member has failed to so notify the Board of Education on or before the December 1st deadline, said member may appeal to the Board of Education for a waiver of this condition contained in Paragraph "c"; the Board may but shall not be required to grant such a waiver if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the member justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and ...
- d. The unit staff member must have accumulated not less than fifty (50) unused sick days at the time of the commencement of his/her retirement; any staff member having less than fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and ...
- e. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate (\$40.00) for one-half of a unit staff member's accumulated unused sick days not exceeding two hundred thereof and in any event such benefit shall never exceed the sum of Four Thousand and 00/100 (\$4,000.00) Dollars.
- f. The unit staff member shall not rescind his/her retirement. An appeal can be made to the Chief School Administrator if an employee requests that his/her

retirement be rescinded because of extraordinary circumstances. (ie. Sudden loss of spousal income.)

9.6 If an employee is going to be absent from work, the employee must notify their respective custodial rooms and the Supervisor of Building Facilities. In addition, if an employee is going to leave work early for any reason, the employee must notify their supervisor and the Supervisor of Building Facilities.

9.7 Beginning July 1, 2008, new employees who fail to possess, earn or submit appropriate paperwork to the state for a Black Seal license within one year of employment may be dismissed.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### 10.1 DEFINITION

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment.

The term "grievance" shall not apply to any matter (a) which is a complaint of a probationary employee arising by reason of his not being reemployed, or (b) which is a complaint by any noncertified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not required, except as provided in Article XI - Custodian Dismissal Hearing, or (c) a matter affecting an employee arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the employee within thirty calendar days from the time when the employee knew or should have known of its occurrence. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

### 10.2 PURPOSE

The purpose of a grievance procedure is to resolve differences concerning the interpretation of the parties' contractual rights. Any individual employee or group shall have the right to present a grievance affecting him. He shall have the right to present his own grievance or to request a representative, and the Association shall appoint the representative. The employee has a right to have a representative appear with him commencing with Level Two and all subsequent levels of the Grievance Procedure.

### 10.3 A. Level One:

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter on an informal basis.

### B. Level Two:

If, as a result of the informal discussion with the supervisor, the matter is not resolved to the satisfaction of the employee within seven school days, he shall set forth his complaint in writing to the Board Secretary, stating:

1. The nature of the grievance.
2. The nature and extent of the loss, injury, or inconvenience,

3. The results of previous discussions,
4. The dissatisfaction with decisions previously rendered.

The Board Secretary shall communicate his decision to the employee and to the Association in writing within seven school days of receipt of the written complaint.

C. Level Three:

The employee may appeal the Board Secretary's decision to the Superintendent of Schools within seven days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance based. Upon request by the employee, the Superintendent shall have a conference with the employee and his representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed seven school days. The Superintendent shall communicate his decision in writing to the individual and to the Association.

D. Level Four:

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board within seven working days. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing, setting forth its reasons to the employee and the Association within fourteen calendar days.

Notwithstanding the above, the parties agree that any dispute which involves a disagreement as to whether the health insurance benefits provided employees herein are equal to or better than the health benefits heretofore provided employees through the New Jersey Public and School Employees Health Benefits Plan may be submitted to an arbitrator whose decision shall be final and binding on both parties.

- 10.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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 be deemed to be acceptance of the decision rendered at that step. However, either party may request one extension of ten days at levels two and three, and if either party requests it, it shall be granted.
- 10.5 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and effect thereof shall have been fully determined.
- 10.6 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.

- 10.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

#### **ARTICLE XI - CUSTODIAL DISMISSAL HEARING**

- 11.1 In the event of discharge only, of any building service employee, and if the employee is not satisfied with the disposition of his dismissal grievance at level four, the Association may request of the Board that his grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
- 11.2 Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
- 11.3 The arbitrator shall confer with the representative of the Board of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting 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 this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
- 11.4 The costs for the services of the arbitrator including per diem expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 11.5 If the arbitrator subpoenas an employee to attend the arbitration proceeding as a witness, this employee shall not suffer loss of pay.
- 11.6 The provisions of this article shall apply only to those members of the unit who have completed one (1) full year in the employ of the River Dell Board of Education.

**ARTICLE XII - DURATION OF AGREEMENT**

12.1 The provisions of this Agreement shall be effective July 1, 2008 except as herein provided, and shall continue and remain in full force and effect to and including June 30, 2011, when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by the Board Secretary and RDEA Vice-President on the 23rd day of September 2008.

**RIVER DELL EDUCATION ASSOCIATION**

\_\_\_\_\_  
By: Lisa Torres, President

\_\_\_\_\_  
Attested: William Keith, 2nd Vice-President

**RIVER DELL REGIONAL BOARD OF EDUCATION**

\_\_\_\_\_  
By: Vito Acquafredda , President

\_\_\_\_\_  
Attested: Thomas L. Bonfiglio, Secretary