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AGREEMENT

Between

RAMSEY BOARD OF EDUCATION

And

ORGANIZATION OF BUILDING SERVICES PERSONNEL

JULY 1, 1999 through JUNE 30, 2001

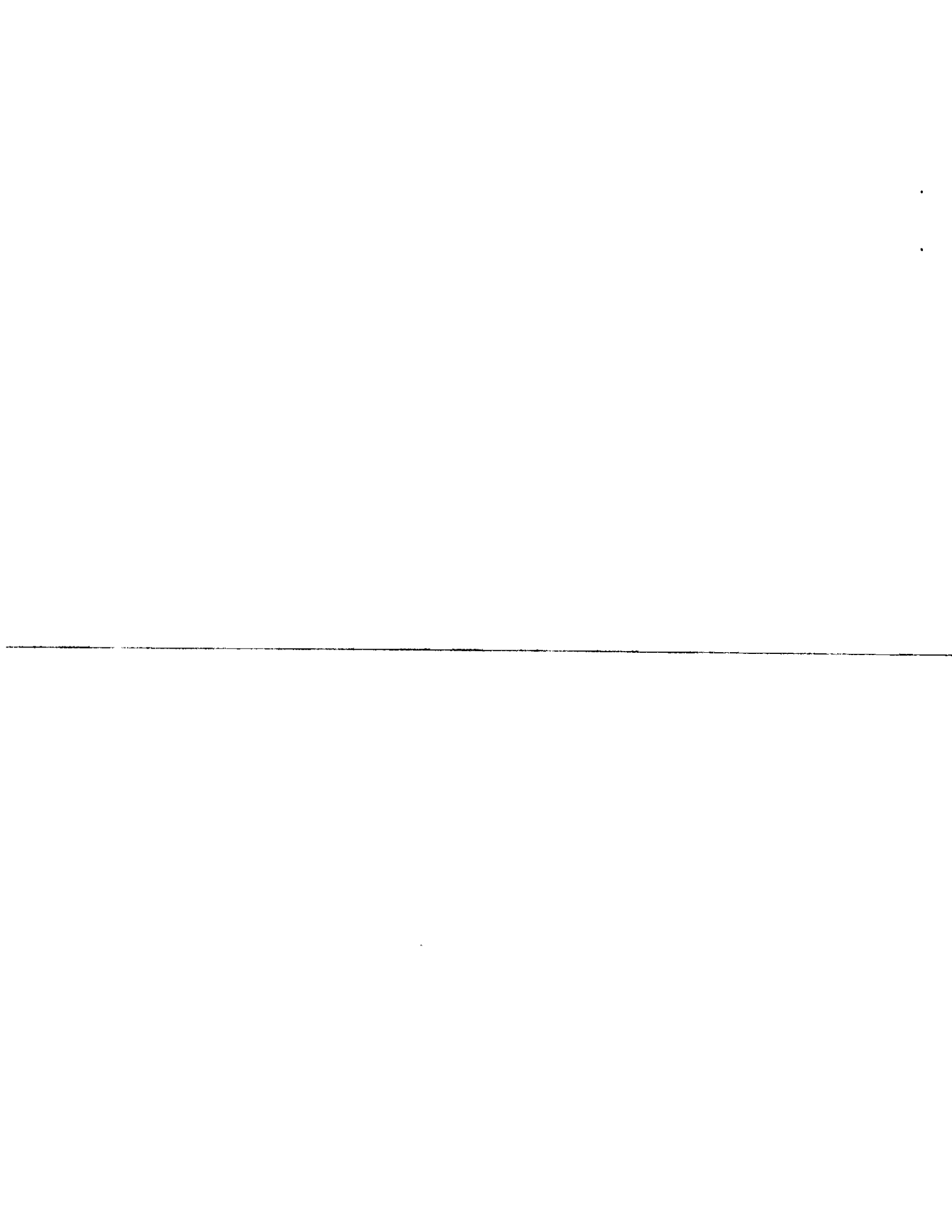


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P R E A M B L E

THIS AGREEMENT, MADE AND ENTERED INTO on this 23rd day of February, 1999, by and between the RAMSEY BOARD OF EDUCATION, hereinafter referred to as the "Board", and the Organization of Building Services Personnel, hereinafter referred to as the "Organization", represents the complete and final understanding on all issues between the Board and the Organization for the term of this Agreement.

ARTICLE I - RECOGNITION

- 1.1 The Board agrees to and hereby does recognize the Organization as the sole and exclusive negotiating agent for the purposes of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees under contract in the classifications set forth below.
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

Employees Included:

Custodians, Light-Duty Custodians, Groundsmen, Maintenance Men.

Employees Excluded:

Head Custodian in the High School, Night Foreman, and Maintenance Foreman.

ARTICLE II - NEGOTIATIONS PROCEDURES

- 2.1 It is agreed that all employees covered by this Agreement in accordance with Article I, "Recognition", shall have all rights granted to employees under Chapter 303, Public Laws of 1968. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all members of the negotiations unit and shall be reduced to writing. The Organization shall notify the Board in writing when the Agreement has been ratified by the membership. The agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Organization.
- 2.2 The Organization and the Board of Education shall exchange their contract proposals on November 15, of the calendar year preceding the calendar year in which this Agreement expires. This date may be waived and changed to another mutually agreed upon date.
- 2.3 The Board agrees to furnish the Organization, from time to time, available public information and data concerning the Ramsey Schools which the Organization may require. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- 2.4 It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and, in the event either of the parties do not receive authorization to execute the Agreement negotiated by the members of negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.
- 2.5 Representatives of the Board and the Organization shall be available to meet upon request of either party for the purpose of reviewing the administration of the Agreement. These meetings are not intended to by-pass the grievance procedure nor are they to be negotiating sessions.
- 2.6 Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters which they wish to discuss.
- 2.7 All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned duties.
- 2.8 Whenever any representative of the Organization is mutually scheduled to participate during regular duty hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- 2.9 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.
- 2.10 Should a mutually acceptable amendment to this Agreement be agreed upon by the parties, it shall be reduced to writing, be signed by the Board and the Organization, and be adopted by the Board.

ARTICLE IIa - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement, with exception of contract renewal for non-tenure employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. It is understood and agreed that both the Board and the Organization have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Organization.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Organization, provided the adjustment is not inconsistent with terms of this Agreement, and that the Organization has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after he would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.
2. 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 this process. The time limits specified may, however, be extended by mutual agreement.
3. 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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. Level One

An employee with a grievance shall first discuss it, either directly or through the Organization's designated representative, with his (her) immediate supervisor in an informal conference in the hope of resolving the matter at the lowest possible administrative level.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Organization within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Organization shall refer it to the Business Administrator.

6. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Business Administrator, he may within five (5) school days after a decision by the Business Administrator or fifteen (15) school days after the grievance was delivered to the Business Administrator, whichever is sooner, request in writing that the Organization submit his grievance to the Board of Education.

7. Level Four

- 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 ten (10) school days after the grievance was delivered to the Board of Education he may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Organization submit his grievance to arbitration.

If the Organization determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person, and both parties agree that binding arbitration shall be final and binding.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Organization 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 Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of the arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Organization and hold hearings promptly and shall issue his decision not later than twenty (20) days 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 finding of facts, reasonings and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Organization and shall be final and binding on the parties if so agreed to as set forth in Section C, Paragraph 7(a).

- 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 Organization. Any other expenses shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Organization. When an employee is not represented by the Organization, the Organization shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Organization or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the Organization, a grievance affects a group or class of employees, the Organization may submit grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Organization may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing, setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Organization. Decisions rendered at Level Four shall be in accordance with the procedures set forth in paragraph 7c. of this article.
3. 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.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Business Administrator and the Organization and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.

ARTICLE III - EMPLOYEE RIGHTS

- 3.1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Organization and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey, of the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.3 Whenever any employee is required to appear before the Superintendent, the Business Administrator or their designees, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Organization present to advise him and represent him during such meeting or interview.
- 3.4 No employee shall be prevented from wearing pins or other identification of membership in the Organization or its affiliates.
- 3.5 No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the Grievance Procedure herein set forth.

ARTICLE IV - ORGANIZATION RIGHTS AND PRIVILEGES

- 4.1 The Board agrees to furnish to the Organization in response to its reasonable requests, all public information.
- 4.2 Whenever any representative of the Organization is required to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- 4.3 The Organization shall have the right to use school buildings at reasonable hours for meetings with the approval of the Building Principal. The Principal of the Building in question shall receive requests in advance for the use of meeting facilities. Aforesaid approval shall not be unreasonably withheld.
- 4.4 The Organization shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Organization shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessary as a result thereof.
- 4.5 One work location per building shall be reserved in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Organization notices and other material dealing with proper and legitimate Organization business.

All such notices and material shall bear the signature of a responsible Organization official or shall clearly indicate that its issuer or publisher is the Organization. The authorized representative of the Organization shall be the sole person empowered to post these materials on that board.
- 4.6 The Organization shall have the right to use the inter-school mail facilities and school mail boxes. Said facilities shall not be used for general distribution.
- 4.7 The rights and privileges of the Organization and its representatives as set forth in this Agreement shall be granted only to the Organization as the exclusive representative of the employees, and to no other organizations.

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

- 5.1 The Board, on its own behalf and on behalf of the citizens of the Borough of Ramsey, New Jersey, hereby retains and reserves unto itself, except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- 5.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18A School Laws of New Jersey, or any other national, state or county laws or regulations as they pertain to education.

ARTICLE VI - SALARIES AND HOURS OF WORK

6.1 The salaries of all employees covered by this Agreement are set forth in Appendix A

CUSTODIAL STAFF

6.2 The regular workweek shall be forty hours. All hours over forty (40) hours in any one week or eight (8) hours in one day shall be paid at the following rate:

	1 1/2	x	employee's hourly rate
Sundays	2	x	employee's hourly rate
Holidays	2	x	employee's hourly rate

1/2080th of annual salary shall constitute hourly pay.

6.3 When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

6.4 Twelve-month employees shall be paid in twenty-four (24) equal installments.

6.5 Light-Duty Custodians' forty (40) hour workweek shall be inclusive of half-hour lunch.

6.6 An employee assigned to another category shall be paid the hourly difference after five (5) days in this position, if this position is in a higher category.

6.7 The Board will endeavor to establish a suitable substitute list for custodians.

6.8 If an employee reports to work during a day declared by the Governor to be a New Jersey State Emergency, compensation will be at one and one-half the employee's hourly rate.

6.9 a. All overtime will be assigned by the immediate supervisor.

b. Lists of all employees will be created at the start of each contract year. The employees will be listed in order of seniority. All new employees hired during the year will have to complete their probationary period prior to being eligible for being placed on the list.

The following lists will be established:

- Custodian and Light Duty Custodian - High School
- Custodian and Light Duty Custodian - Smith School
- Custodian and Light Duty Custodian - Hubbard School
- Custodian and Light Duty Custodian - Dater School
- Custodian and Light Duty Custodian - Tisdale School
- Maintenance Personnel - Districtwide
- Groundsmen - Districtwide

c. Assignment of overtime shall be according to the following procedure:

1. Each eligible employee will be asked if they want to have their name considered for overtime at the beginning of each quarter. If an employee does not want to be called upon for overtime his name will be stricken from the list and remain off the list until such time as the employee requests to be returned to the list.

2. At anytime an employee may request that his name be returned to the list and it will be inserted in its proper seniority order at the start of the next month after the request.
 3. Each month a schedule with the list of eligible employees down the side and the days of each month across the top will be posted at each work location. Each completed schedule will be available for copying by the Unit President within 5 working days after the end of the month.
 4. Available overtime will be offered to employees on the list, in rotation from most senior to least senior.
 5. For each overtime opportunity offered to an employee, the employee will enter yes or no on the schedule in 3., above and will initial the schedule.
 6.
 - i When offered an overtime opportunity, the employee will have to respond within two hours of the request being made. It is the responsibility of the employees to contact their supervisor within the two hour period. Failure to respond within the two hours will be considered a negative response. Upon receiving a no response, or a failure to respond within the two hour period, the overtime opportunity will be offered to the next name on the list.
 - ii If the overtime request is deemed an emergency request and so documented by the immediate supervisor, the two hour response period in Article 6.9.c.6.i is deemed waived and an immediate response will be required.
 - iii If all employees on a given list have declined an overtime opportunity or are not available for an overtime opportunity, the overtime opportunity will be reported to the Supervisor of Custodians who will assign the overtime opportunity from a district-wide seniority list of all members of this unit specifically used for this limited situation.
 7. When an employee on the list has worked an overtime assignment, the next overtime opportunity shall be offered to the next most senior employee on the list.
- d. For custodians and light duty custodians it is understood that Black Seal requirements may not permit "next-on-the-list" assignment of overtime where the assignment would result in no Black Seal custodian on the site. In addition, it is understood that the custodian or light duty custodian must be able to carry out all of the duties required during an overtime assignment in order to be assigned the specific overtime.
 - e. Overtime will be offered to maintenance personnel and groundsmen in accordance with 6.9.c. above, as long as the employee is able to efficiently carry out the overtime duties.
 - f. If an employee is passed over for an overtime opportunity by reason of 6.9.d. or 6.9.e. the immediate supervisor will make a written record of the reason.
 - g. Nothing in this article shall be interpreted as a limitation in assigning overtime to non-unit working supervisory personnel.

6.10 Effective July 1, 1997, there shall be a third shift at the High School (2 positions). From September through June, said shift shall commence at 6:00 p.m. and end at 1:45 a.m. For July through August,

said shift shall commence at 3:15 p.m. and end at 11:15 p.m. Assignment to the third shift shall be made in the following manner: the District shall seek volunteers from currently employed staff. If sufficient qualified volunteers exist, they will be assigned to the shift. If insufficient qualified volunteers exist, the District will assign an employee(s) from a poll of employees hired on or after July 1, 1996.

Effective July 1, 1997, there shall be established at the Middle School a shift that commences at 3:15 p.m. and ends at 11:15 p.m. year round. Assignment to the third shift shall be made in the following manner: the District shall seek volunteers from currently employed staff. If sufficient qualified volunteers exist, they will be assigned to the shift. If insufficient qualified volunteers exist, the District will assign an employee(s) from a poll of employees hired on or after July 1, 1996.

- 6.11 All employees hired on or after 7/1/96 will work the same shift all year long unless otherwise notified by the Supervisor of Buildings and Grounds by the June 1 prior.

ARTICLE VII - TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- 7.1** During the lifetime of this Agreement, the Administration shall post in each building openings and promotion positions. Said notices shall remain posted for a period of five (5) working days prior to the contracted filling of said opening or promotion.

ARTICLE VIII - VACANCIES AND NEW POSITIONS

- 8.1 Notice of all vacancies in custodial positions shall be posted in each school by the Administration within five (5) days of official Board action vacating a position or creating a new position within the school system.**
- 8.2 Notices shall be posted for five (5) workdays and employees interested therein must submit a written application to the designated person on the notice within the aforementioned five (5) workday posting period to be considered for this vacancy. The notice shall state the name of the job and a short description of the same, and shall be given to the Organization President.**
- 8.3 All such applicants shall be considered and will be given a reply to their application, and when appropriate, an interview within a reasonable period of time.**

ARTICLE IX - EMPLOYEE FACILITIES

9.1 The following facilities shall be provided for all employees covered herein under the custodial staff:

- A. Effective July 1, 1990, the District shall supply each full-time custodial employee with three (3) new uniforms per year. The District shall supply each full-time maintenance and grounds employee with four (4) new uniforms per year. If a uniform piece is damaged beyond normal repair or cleaning, that piece shall be replaced by the District during the year. Effective with the 1996-1997 year, each employee shall receive \$125.00 annually to offset uniform cleaning costs. This payment shall be made in December of each year.

Provide five (5) blue "T" shirts for all employees during warm weather to use in place of shirts. "T" shirts will have Ramsey Schools logo imprinted. These "T" shirts shall be provided at the beginning of each year.

- B. Allowance of \$250.00 shall be paid yearly to each groundsman and maintenance man and to foreman of both categories for outerwear. Said allowance shall be paid in two semi-annual installments.
- C. The Board will pay for shoes that may be ruined as the result of being assigned to work that is not his/her usual responsibility. Up to a maximum of \$125.00 per year shall be allowed for each staff member for the purpose of purchasing approved work shoes.
- D. Each school will be provided with a winter weight coat and foul weather gear for use by the employees to perform necessary duties during inclement weather. (The large schools will receive a prorated number of garments.)

ARTICLE X - COMPLAINT PROCEDURE

- 10.1 A Liaison Committee consisting of five (5) members, two (2) members appointed by the Organization, two (2) members appointed by the Board and the Business Administrator, shall meet at the request of either party for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Ramsey School District. Agenda shall be formulated and exchanged between both parties at least five (5) school days prior to such meetings.

ARTICLE XI - LEAVES

11.1 The Board agrees to grant the following leaves for personal illness:

12 month employees - 12 days

All the above days which are not used shall accumulate without maximum limit.

The Board and the Organization agree that the personal illness program outlined above has been designed for use only when illness has made it inadvisable for the employee to attend work.

In support of the above-mentioned provisions, the parties agree to administer the sick leave program in accordance with New Jersey Statutes 18A:30-1 et seq.

11.2 Temporary Leave

1. Employees shall be allowed two (2) personal business days without loss of pay in each school year.

This day may be taken for reasons as suggested below:

- a. Attendance at college graduation ceremonies of the employee, his child, or spouse.**
- b. Taking a dependent to or from college at the beginning or the end of the academic year.**
- c. Funeral attendance for a relative or close friend, other than those noted elsewhere in this Agreement.**
- d. Observance of a religious holiday other than those provided for in Section 2 of this Article.**
- e. Legal business other than that provided for elsewhere in this Agreement which cannot be conducted outside of school hours.**

Within the two (2) days allowed under 11.2.1, an employee may utilize personal leave for a home emergency which requires immediate attention such as plumbing, heating or refrigeration problems. The employee must describe in writing the nature of the emergency.

Other leaves of absence with pay may be granted by the Board of Education for good reason.

2. Employees shall be allowed up to two (2) days of each school year without loss of pay for the purpose of religion. Religious days may be taken only in cases wherein the specific nature of the religious observation prohibits the employee's working.

The above mentioned days must be applied for in writing to the Superintendent, at least one (1) week prior to the day being taken. The Superintendent will notify the employee at least two (2) days prior to the day to be taken that the day has been granted.

3. Employees shall be allowed the time necessary to appear in any legal proceeding connected with their employment or with the school system or any other legal proceeding at which the employee's presence is required by New Jersey courts, without loss of pay.

4. Employees may be granted the following:
 - a. Up to five days leave in one year in the event of a serious illness to an employee's spouse, child, spouse of child, grandchild, grandparent, parent, parent of spouse, sibling, sibling of spouse, member of the immediate household, brother-in-law, sister-in-law.
 - b. Up to five days leave at one time in the event of the death of an employee's spouse, child, spouse of child, grandchild, grandparent, parent, parent of spouse, sibling, sibling of spouse, member of the immediate household, brother-in-law, sister-in-law.
5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be granted, provided such obligation cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay for a period of not more than two (2) weeks in addition to any pay received from the State or Federal Government.
6. Upon request to the Superintendent, employees shall be granted a leave of absence for the purpose of getting married. Said leave shall be granted without pay.

11.3 Extended Leave

1. Pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.
 - a. The employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged as closely as possible to parallel opening and closing dates of school.
 - d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the employee is permitted to return from maternity leave.
2. The employee's return date to employment may be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related causes. However, the leave of absence granted a non-tenured employee hereunder shall not be extended beyond the end of the contract school year in which the leave is obtained.
3. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

- 11.4 All extensions and/or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.

11.5 The terms of this Article in no way will be construed to limit or reduce the power of the Board to increase or expand "leaves" should they deem said increase or expansion appropriate.

Notice of any and all increases or extensions of the provisions of this Article shall be communicated in writing to the Organization and said increases or expansion shall not be subject to the grievance procedure.

11.6 The Board and the Organization agree that even though the Board has the right to phone sick employees, it shall not use this right in an arbitrary and capricious manner.

11.7 Commencing with the 1996-97 school year, when an employee retires after 10 years of service, the Board shall pay \$45.00 a day for accumulated unused sick days, up to a maximum of 100 days. In the event of the death of an employee prior to severance and collection of this payment, said payment would be made to the estate of the employee.

ARTICLE XII - EMPLOYEE IMPROVEMENT

12.1 In an attempt to provide the most efficient and economical work force possible, the Board agrees:

- a. To pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is required and/or requested by the administration to take.
- b. To cooperate with the Organization in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.
- c. To pay the full cost of tuition, registration fees, service fees and laboratory fees of approved studies up to two hundred and fifty dollars (\$250.00) per year provided such study has been given prior approval by the Superintendent.

ARTICLE XIII - INSURANCE PROTECTION

- 13.1 The Board agrees to provide the same health benefits to members of the Organization as it provides for members of the Ramsey Teachers Association or a plan that provides substantially comparable coverage.**
- 13.2 The Board of Education shall provide Dental Plan coverage for all employees and their dependents covered by this Agreement. The same provisions as contained in the Ramsey Teachers Association contract shall apply.**

ARTICLE XIV - VACATIONS

- 14.1 Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined in Schedule "B" attached herein.
- 14.2 Each employee shall have the right to begin and end his vacation at such times as the employee and the Supervisor of Buildings and Grounds shall agree. Whenever possible, the employee's wishes relative to vacation schedule shall be granted.
- 14.3 The Board agrees that it is desirable to have Light Duty Custodians report to work on days when the schools are closed because of inclement weather. Should any of these employees be required to report on an inclement weather day, the employee shall be granted a compensatory day off.
- 14.4 One week (5 days) unused vacation time may be carried to the following year at the request of the employee and will be used within sixty (60) days.
- 14.5 A memorandum is to be placed in each employee's personnel file indicating which vacation plan applies to that individual and the number of days this employee is entitled to upon separation.

ARTICLE XV - HOLIDAYS

- 15.1 Each employee shall be entitled to the specified holidays outlined in schedule "C" attached herein.**
- 15.2 If any of the named holidays fall on a non-working day, the employee shall receive an extra day off.**
- 15.3 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.**

ARTICLE XVI - DEDUCTIONS FROM SALARY

- 16.1 The Board agrees to deduct from the salaries of its employees dues for the Organization of Building Services Personnel, the Bergen County Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJEA 52:14-15) and under rules established by the State Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the treasurer of the Organization of Building Services Personnel by the 15th of each month following the monthly pay period in which deductions were made. The Organization treasurer shall disburse such moneys to the appropriate association or associations.
- 16.2 Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of the change.

ARTICLE XVII - MISCELLANEOUS

- 17.1 The Board and the Organization agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 17.2 This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 17.3 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 as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- 17.4 If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 17.5 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- 17.6 Copies of this Agreement shall be printed at the expense of the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- 17.7 Newly appointed custodians shall serve a ninety-day (90) probationary period. Upon successful completion of the probationary period, the employee shall, for the purpose of seniority-based benefits, be deemed to have been employed as of day one of the probationary period.
- 17.8 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Organization, to the Board of Education:

Ramsey Board of Education
266 East Main Street
Ramsey, New Jersey 07446
 2. If by the Board, to Organization

Ramsey Board of Education
c/o Mr. R. Marcotulli
266 East Main Street
Ramsey, New Jersey 07446
Attn: Pres. of Organization

ARTICLE XVIII - INCENTIVE DAY

- A. An employee shall be provided with one day's pay if the employee does not take a sick day during a period of one hundred (100) consecutive paid days. These days shall be running days (carried over to the following year without a break).**

ARTICLE XIX - SENIORITY

- A. Should any job positions in the District be eliminated, employees will be released only by "least senior" employee in the general job category (Custodian, Light Duty Custodian) first. Seniority for the purpose of this Article shall be deemed to be service in the District in the job category (Custodian, Light Duty Custodian).

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1999 and shall continue in full force and effect through June 30, 2001.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their secretaries and their respective corporate seals affixed hereto at Ramsey, New Jersey on this 23rd day of February, 1999.

**ORGANIZATION OF BUILDING
SERVICES PERSONNEL**

By: /s/ LAWRENCE W. MAHER
President

/s/ HAROLD MOSLEY, JR.
Negotiations Committee

/s/ RALPH VALENTE
Negotiations Committee

RAMSEY BOARD OF EDUCATION

By: /s/ ROBERT A. BAXER
President

/s/ ROBERT J. MARCOTULLI
Secretary

APPENDIX A - SALARY GUIDES

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1999-2000 SALARY GUIDE

STEP	CUSTODIANS	MAINTENANCE & GROUNDSMEN	LIGHT DUTY CUSTODIANS
1	\$ 25,800	\$ 27,822	\$ 20,757
2	\$ 26,433	\$ 28,454	\$ 21,390
3	\$ 26,959	\$ 28,981	\$ 21,917
4	\$ 27,593	\$ 29,672	\$ 22,456
5	\$ 28,279	\$ 30,412	\$ 23,105
6	\$ 29,069	\$ 31,173	\$ 23,918
7	\$ 29,913	\$ 31,970	\$ 24,720
8	\$ 30,841	\$ 32,861	\$ 25,513
9	\$ 31,790	\$ 33,845	\$ 26,409
10	\$ 32,791	\$ 34,842	\$ 27,300
11	\$ 34,031	\$ 35,862	\$ 28,185
12	\$ 35,271	\$ 36,881	\$ 29,069

HEAD CUSTODIANS

ELEMENTARY	\$2,556	MAINTENANCE	\$ 980
MIDDLE SCHOOL	\$3,747	GROUND'S FOREMAN	\$2,556

LONGEVITY

- 9 YEARS - 2%
- 10 YEARS - 3%
- 11 YEARS - 4%
- 12 YEARS - 5%
- 13 YEARS - 6%
- 14 YEARS - 7%
- 15 YEARS - 8%
- 16 YEARS - 9%
- 17 YEARS - 10%

The longevity increment applies to all members of the bargaining unit. Longevity calculated as full years of service as of each July 1.

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

2000-2001 SALARY GUIDE

STEP	CUSTODIANS	MAINTENANCE & GROUNDSMEN	LIGHT DUTY CUSTODIANS
1	\$26,341	\$28,363	\$21,298
2	\$26,974	\$28,995	\$21,931
3	\$27,500	\$29,522	\$22,458
4	\$28,134	\$30,213	\$22,997
5	\$28,819	\$30,952	\$23,645
6	\$29,609	\$31,713	\$24,458
7	\$30,453	\$32,510	\$25,260
8	\$31,381	\$33,501	\$26,053
9	\$32,330	\$34,625	\$26,949
10	\$33,330	\$35,642	\$27,840
11	\$34,571	\$36,742	\$28,725
12	\$35,811	\$37,811	\$29,609

HEAD CUSTODIANS

ELEMENTARY	\$2,645	MAINTENANCE	\$1,014
MIDDLE SCHOOL	\$3,878	GROUND FOREMAN	\$2,645

LONGEVITY

- 9 YEARS - 2%
- 10 YEARS - 3%
- 11 YEARS - 4%
- 12 YEARS - 5%
- 13 YEARS - 6%
- 14 YEARS - 7%
- 15 YEARS - 8%
- 16 YEARS - 9%
- 17 YEARS - 10%

The longevity increment applies to all members of the bargaining unit. Longevity calculated as full years of service as of each July 1.

APPENDIX B - VACATION SCHEDULE

**Custodians & Light Duty Custodians
Maintenance & Groundsmen**

Zero through five years of service.....	2 weeks
More than five years of service through eight years of service.....	3 weeks
More than eight years of service through fifteen years of service.....	4 weeks

The following applies only to employees who were hired before March 26, 1991:

More than fifteen years of service.....	5 weeks
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New employees shall be entitled to one (1) day paid vacation each month worked prior to July 1st, with a maximum of ten (10) days vacation for ten (10) months.

APPENDIX C - HOLIDAY SCHEDULE

Custodians & Light Duty Custodians Maintenance & Groundsmen

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. NJEA Convention (2 days)
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Day
11. One additional day for observance of Christmas Day or New Year's Day
12. Two (2) additional floating holidays as scheduled for each year.

APPENDIX D - SUPERVISION - REPORT TABLE

TITLE	IMMEDIATE SUPERVISOR	STEP 1 IN GRIEVANCE PROCEDURE
Custodian Custodian-Lt. Duty	Head Custodian	Supervisor of Custodians
Maintenance	Maintenance Foreman	Supervisor of Buildings & Grounds
Grounds	Grounds Foreman	Supervisor of Buildings & Grounds

APPENDIX E - LICENSE REQUIREMENTS

Black Seal Boiler License

All operational and maintenance personnel with the exception of Light Duty Custodian, shall within one (1) year of their employment or the effective date of this contract, have successfully completed the appropriate program and acquired a Black Seal Boiler License.

The Ramsey Board of Education will pay, at no cost to the employee, for mandatory renewal of all boiler licenses which are necessary for continued employment.

