6270

## AGREEMENT BETWEEN

# **RINGWOOD BOARD OF EDUCATION**

AND

# CUSTODIANS, MAINTENANCE AND GROUNDSPERSON EMPLOYEES ASSOCIATION

AFFILIATED WITH NEW JERSEY EDUCATION ASSOCIATION
JULY 1, 1995 - JUNE 30, 1998

## INDEX

ARTICLE	TITLE	PAGE
	Preamble	3
I	Recognition	4,5
II	Membership	6
III	Bulletin Boards	7
ıv	Grievance Procedures	8,9
v	Association Business	.10
VI	Leave of Absence	.11
VII	Work Week-Work Day-Overtime12	1,13
VIII	Holidays	.14
ıx	Vacation	.15
x	Fringe/MedicalBenefits16,17	,18
XI	Clothing	.19
XII	Wages	.20
XIII	Absences and Leaves21	.,22
xiv	Conformity to Law and Saving Clause	.23
xv	Promotions and New Positions	.24
xvi	Suspensions and Disciplinary Action	.25
xvII	Employee Performance Evaluations	.26
XVIII	Seniority	.27
XIX	Miscellaneous	.28
xx	No Strike or Lock Out	.29
XXI	Management Rights	.30
xxII	Successor Contract	.31
XXIII	Table A - Salary Schedule	.32
	Table B - Longevity Schedule	.33
VXIV	Duration	.34

## PREAMBLE

This agreement made and entered into effective July 1, 1995 by and between the Board of Education of Ringwood in the County of Passaic, hereinafter referred to as the "Board", and the New Jersey Education Association, hereinafter referred to as the "Association".

#### ARTICLE I - RECOGNITION

#### Section 1

The Board hereby recognizes the NJEA 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 Custodial Workers, Maintenance Repairman but excluding any individuals whose duties include the evaluation and disciplining of Custodial Workers, Maintenance Repairman, of whose evaluation or ratings may be instrumental in the hiring or dismissal of Custodial Workers or Maintenance Repairmen.

#### Section 2

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the NJEA in the above defined negotiating unit, but excluding clerical and professional employees, confidential employees, craft employees, Police and supervisors within the meaning of the Act.

#### Section 3

The Association shall furnish the Board with a list of its President, Vice President, Secretary/Treasurer, and shall, as soon as possible, notify the Board in writing of any changes therein. Such notifications shall be sent to the SBA. No officer shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized Officer of the Association.

#### Section 4

The Board will furnish the Association with a list of the names, addresses, and hire dates of members of the unit once a year. Both parties agree to recognize and deal only with properly authorized Board of Association Representatives with reference to matters pertaining to this contract.

The President or his/her designee may be permitted upon request and approval of his/her immediate supervisor to investigate and adjust complaints. In the event of the President's absence, he/she may have an alternate designated on his/her behalf.

The Association 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.

#### ARTICLE I - RECOGNITION continued

#### Section 5

A representative or representative of the Association shall have reasonable access to all places in which employees covered by this Agreement work providing he/she goes through the appropriate supervisor and channels.

#### Section 6

The Association President or his/her designee will be sent copies of all letters of warning and discipline sent to the members.

#### Section 7

There shall be a liaison committee to be made up of three (3) members of each organization.

#### The Board of Education:

- 1. Chief School Administrator
- 2. School Business Administrator
- 3. One (1) member of the Board of Education

#### The Association:

- 1. Two (2) officers
- 2. NJEA Representative

Liaison committee shall be scheduled for at least three (3) meetings during each school year.

## ARTICLE II - MEMBERSHIP

Section 1 - All present employees who are members of the NJEA on the date of execution of the Agreement may remain members of the NJEA.

#### 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 NJEA member in the union upon written authorization of that employee. The total monthly amount shall be forwarded regularly to the NJEA Office duly authorized to receive such payment.

#### Section 3

Those employees who do not join the Association shall be required to pay up to 85% of dues for services rendered.

#### ARTICLE III - BULLETIN BOARDS

Subject to prior approval of the CSA or any of his designees, which approval shall not be unreasonably withheld, the Board shall permit the Association appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Association business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. he Association 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.

#### ARTICLE IV - GRIEVANCE PROCEDURES

#### Section 1 - 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 the Agreement.

- Step 1. In the event any grievance should arise, the individual involved shall present the grievance within five (5) working days of occurrence of same informally to his/her immediate supervisor and every effort shall be made to resolve the grievance informally.
- resolution ο£ the informal Step. 2. Ιſ satisfactory no 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 his/her immediate supervisor within ten (10) days, who shall respond in writing to the written grievance and who shall forward copies of his response to both the Association and the SBA or his designee. Failure of 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 Association may appeal the decision at Step 2 to the CSA his 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 CSA or his designee shall then submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Association.
- Step 4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 3, the employee shall have ten (10) days to file written appeal with the SBA for Board or a committee of Board members designated by it. Said request shall be made and in writing and copies simultaneously sent to both the CSA, Board Secretary/Business Administrator, Board of Education and the Association. The Board or Committee shall set a date for a hearing on the grievance within twenty (20) days of notification.

## ARTICLE IV - GRIEVANCE PROCEDURES continued

## Step 4. - continued

The Board of Education or the designated committee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Association within ten (10) days following the hearing.

Step 5. If the aggrieved person is not satisfied with the disposition of his grievance at Step 4, he may submit the grievance to advisory arbitration.\* The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party submitting the grievance. Any other expenses incurred shall be paid by the party incurring same.

#### Section 2

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement. Both parties agree that the specified times are maximum time limits and the grievance should be expedited as soon as possible.

\*It is agreed that in these matters PERC will be consulted as advisory arbitrator.

#### ARTICLE V - ASSOCIATION BUSINESS

#### Section 1

The Board shall permit members of the Association negotiating committee to change schedules with other members of the bargaining unit in order to attend negotiating sessions, as long as it is practical and does not interfere with the proper operation of the school system. The immediate supervisor and Supervisor of Buildings and Grounds will be consulted in advance.

#### Section 2

In the event of the Association representative or his/her alternate is called upon to represent a member of this bargaining unit concerning the member's grievance and if such hearing of grievances should take place during the working hours of the officer or his/her alternate, that representative shall be excused from duty without loss of pay only for such time as may be necessary to hear the grievance, so long as his/her absence from duty does not cause a hardship or interfere with the proper operation of the schools. The immediate supervisor and Supervisor of Buildings and Grounds will be consulted in advance.

An officer shall be released one full day with pay to attend Annual Educational School Personnel Workshop.

An officer shall be released two (2) full days paid leave to attend NJEA Convention yearly.

#### 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.

Employees will be entitled to Family Leave pursuant to provisions of New Jersey Statutes.

ARTICLE VII - WORK WEEK - WORK DAY - OVERTIME

#### Section 1 - Work Week

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to custodial workers, maintenance repairmen, 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 40 as follows:

- A. Day Shift
  - Shall consist of 40 hours per week
    Shall consist of 5 working days Monday through Friday of 8-1/2
    continuous hours each day including a duty free 1/2 hour lunch
    period
- B. Night Shift Shall consist of 37-1/2 hours per week Shall consist of 5 working days Monday through Friday of 8 continuous hours each day including a duty free 1/2 hour lunch/dinner period

All lunch periods assigned to members of this unit shall be duty free lunch periods, and with the exception of an emergency, any member of this unit who shall be requested to perform services during his/her lunch period shall be afforded a duty free lunch period during the respective work shift in that same work day.

## Section 2 - Work Day

The Supervisor of Buildings and Grounds shall determine a work schedule for each employee. Such schedule shall not be changed without prior consultation with the employees or the Association except in cases of an emergency. This section shall apply only to the normal Building and Time assignment.

There shall be two (2) coffee breaks per work day - fifteen (15) minutes each.

#### Section 3 - 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 1 1/2 times the regular hourly rate and shall apply when authorized on the following basis:

- a. All time worked in excess of 8 hours in one day, (7-1/2 hours night shift)
- b. All time worked in excess of 40 hours (37-1/2 hrs. night shift) in one week for which overtime has not been earned.
- c. All time worked on a custodian's holiday or Saturday. It is agreed that time worked on a holiday shall be in addition to regular holiday pay.
- d. Schedules will not be changed to avoid payment of overtime.

#### ARTICLE VII - WORK WEEK - WORK DAY - OVERTIME - continued

- All time worked on Sunday shall be paid for at the rate of double the employee's hourly rate of pay.
- f. Open overtime for custodial employees shall be assigned on a rotating basis - based on seniority - when not assigned in any other manner as stated in contract.
- g. All holiday pay shall be at double time of hourly rate
- h. An employee called back to work shall receive a minimum of two (2) hours. Week hours shall be at the rate of time and one-half.

Whenever possible, overtime will be assigned among the employees at the school where the overtime is to take place. To insure proper coverage and necessary functions at the schools, the Supervisor of Buildings and Grounds shall maintain the right to assign overtime. Employees assigned to work the overtime, may be excused from it at the discretion of the Supervisor of Buildings and Grounds. Overtime assignments shall be made on a rotating basis within each individual building whenever possible, or per item (f) of this contract.

#### ARTICLE VIII - HOLIDAYS

All members of this unit shall receive 15 paid holidays per year, the exact days to be determined by the CSA 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 providing the schools are closed on such a day, such as Martin Luther King's birthday.

The Association President shall be consulted and have the opportunity to discuss holiday assignments when the school calendar is being made up. Final decision shall remain with the CSA and the Board of Education.

#### ARTICLE IX - VACATION

#### Section 1

By April 15th, the Supervisor of Buildings and Grounds will notify each employee of the number of vacation days earned. Employees are required to give enough notice of their vacation schedule that the Supervisor of Buildings and Grounds is able to supply work coverage sufficiently. Whenever desired schedules conflict, seniority will prevail. No employee will be required to reschedule his/her vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the SBA.

Vacation time may be taken at any time during the year, with prior approval of the Supervisor of Buildings and Grounds and the concurrence of the SBA with the exception that no vacations will be taken during the last two (2) weeks prior to the opening of school and vacations will be limited to three (3) weeks during the summer.

#### Section 2

The following vacation schedule, with pay, shall apply for the duration of this contract:

## After attaining over:

One	(1) year of service	Ten	(10)	vacation days
Five	(5) years of service	Fifteen	(15)	vacation days
Ten	(10) years of service	Twenty	(20)	vacation days

From the 11th through the 15th years of service 0 one (1) additional day of vacation per year.

After fifteen (15) years - twenty-five (25) vacation days total.

An employee covered by this agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee's vacation.

#### Section 3

Additional vacation days as indicated in Section 2 above shall become effective on appropriate anniversary date of employee as follows:

- a) Employee's anniversary date falling between July 1 and December 31 of school year, employee will become eligible for vacation and/or increased vacation time during the particular school year of anniversary date.
- b) Employee's anniversary date falling between January 1 and June 30, employee will become eligible for vacation and/or increased vacation time effective July 1 of school year immediately following anniversary date.

## ARTICLE X - FRINGE/MEDICAL BENEFITS

#### Section 1

#### A. Medical Plan

- 1. The Board of Education will provide without cost a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through the Blue Cross and Blue Shield Plans of New Jersey, including Rider J, and a major medical benefit underwritten by the Prudential Insurance Company of America.
- 2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

## B. Dental Plan

1. Full family coverage of dental services in accordance with the Delta Dental Service Plan, Inc. will be provided by the Board with no cost to the employees. The plan will be the same as in previous contracts.

Full Family coverage of dental services based on plan Number III New Jersey Dental Service Plan, Inc., providing preventive and diagnostic coverage at 100%; remaining basic services 80/20%; and Prosthodontic benefits 50/50% will be adopted.

2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.

#### C. Prescription Plan

- 1. For the duration of the contract a full family prescription plan will be provided by the Board without cost to the employee.
- 2. Any change in carrier made by the Board of Education shall provide coverage equal to or better than the previous coverage.
- 3. The Prescription Plan provided for the duration of this agreement shall be for a full family co-pay as follows: \$5.00 co-pay

#### Article X - FRINGE/MEDICAL BENEFITS continued

- D. If a change in carrier is contemplated, it is agreed that a committee will be established to investigate the various possibilities and programs. The committee shall consist of the following:
  - 1. Chief School Administrator and School Business Administrator
  - 2. Two (2) Board of Education members
  - Up to four (4) Ringwood Education Association representatives
  - 4. One Ringwood Educational Office Personnel Association representative
  - 5. One Custodian, Maintenance and Groundsperson Employees
    Association representative

### E. How to Become Insured

- 1. Eligible new employees will become insured for employees' coverage the first of the month following the date they complete two (2) months of continuous service.
- 2. An employee who is initially employed on an annual ten (10) month contract will be deemed to have satisfied the two (2) month waiting period in the months of July and August if he/she begins contractual employment at the beginning of the contract year (September 1st).

#### F. How to Enroll

- 1. The School Business Administrator will provide any necessary enrollment forms to new employees/enrollees prior to the enrollment period. The employee is responsible for returning the completed forms to the School Business Administrator prior to the enrollment period. Said enrollment shall be made available to each newly hired eligible employee at the earliest possible registration date immediately following employment.
- 2. Employees will be covered pursuant to the enrollment periods of each respective plan.
- 3. Coverage will be made available to all full time (twenty hours or over) employees covered in this unit.

## ARTICLE X - FRINGE/MEDICAL BENEFITS continued

#### Section 2

Upon employment, the benefits described in Section 1, shall be made available to each newly employed member of the unit at the earliest possible registration date immediately following employment.

Vacation pay to be available on pay day prior to vacation as long as payroll computations have been completed for the pay cycle in question.

Pay checks due during vacation to be sent to designated address provided by employee.

#### ARTICLE XI - CLOTHING

The Board will provide five (5) complete uniforms, consisting of five (5) shirts and five (5) pants per person per year. These articles of clothing are to be ordered in April and be delivered by September for the start of the school year. The employee has the option of requesting two (2) T-shirts instead of each regular work shirt.

The Board will provide a heavy duty jacket every odd number year commencing in 1985; and a medium weight jacket every even number year commencing in 1986. These items shall be maintained by the employees.

The Board will provide the full-time maintenance personnel with a pair of heavy lined boots for winter wear every other year.

The Board will provide four (4) extra T-shirts for the employees for the summer recess.

In the event of irreparable damage on the job, said item will be replaced by the Board upon notification of the same.

The Board will reimburse each member \$95.00 yearly during the term of this contract towards the purchase of steel-toed work shoes, or approved alternate, when presented with receipt for same.

The Board shall provide rain gear to all employees. Such rain gear shall include one (1) set of pants, coat and boots.

The Board shall provide for safety goggles for employees as follows:

- One (1) pair per maintenance employee.
- b. One (1) pair per employee per building.

ARTICLE XII - WAGES

#### Section 1

The employees of this unit are twelve (12) month employees and will be paid a yearly salary as outlined in Table A which is attached to the end of this Agreement and which is part of this Agreement.

#### Section 2

Payroll errors shall be corrected within the next pay period.

## Section 3

The Board shall continue the current practice of paying the cost of obtaining a Fireman's license (Black Seal) and any other courses taken by the employee of this unit, providing they are relevant to their job duties and recommended by the Superintendent of Buildings and Grounds and the SBA to the CSA.

This reimbursement will occur only if the course taken is passed by the employee and upon written proof of same.

The Board further believes that the Black Seal license is part and parcel of the job position. Any new employees hired after July 1, 1976 will be required to either have a current Black Seal license or to obtain same within a one (1) year period. Failure to obtain said license will be cause for termination.

The Board of Education agrees to pay <u>renewal</u> fees for Black Seal license for all employees upon expiration of same.

#### ARTICLE XIII - ABSENCES AND LEAVES

#### Section 1 - Sick Leave

All employees in this unit shall earn one (1) day 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 upon termination or retirement upon completion of the eighth full year of employment in the Ringwood Public Schools. The rate of payback shall be at \$30.00 per day with a maximum of \$3,600 for 120 days.

In order to be eligible, an employee shall provide sixty (60) days advance notification to the Board when possible. Payment will be made in all cases within three (3) months of termination date.

#### Section 2 - 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 (1) school year.

- A. Death in the Immediate Family An allowance up to five (5) days leave shall be granted for death in the immediate family. Immediate family shall be considered: father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, or any member of the immediate household. Five (5) days need not be taken consecutively. One day shall be allowed for death of close friend or death of relative other than in immediate family.
- B. No more than a cumulative total of four (4) days are allowable for personal leave not including death in the immediate family. Full pay will be deducted for all days in excess of four (4). One (1) week notice, when possible, must be given to the Supervisor of Buildings and Grounds, or in his absence, the SBA. In the case several employees choose the same day, the Supervisor of Buildings and Grounds may deny some employee the right to take this day.
- C. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing to the SBA.

## ARTICLE XII - TEMPORARY LEAVES OF ABSENCE continued

- D. At the beginning of the contractual year each custodial worker and maintenance repairman shall receive in writing the number of sick days they have accumulated. This figure will include the twelve (12) days of the new contractual year.
- E. Any personal day not taken during the school year may be added to accumulated sick days.
- F. Medical documentation shall be required for all absences which excess for five (5) days.

#### XIV - CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

#### ARTICLE XV - PROMOTIONS AND NEW POSITIONS

#### Section 1

In the event that any new positions 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:

- Notice of all openings shall be posted on the Association Bulletin Boards in all schools.
- In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included when possible.
- 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.

#### Section 2

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

## ARTICLE XVI - SUSPENSIONS AND DISCIPLINARY ACTION

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.

#### ARTICLE XVII - EMPLOYEE PERFORMANCE EVALUATIONS

Employee performance shall be regularly evaluated by the immediate supervisor, but no less than once per year. Evaluation reports shall be made openly. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation.

Employees shall be rated. If rated unsatisfactory by the supervisor, the supervisor 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.

In the event of an unsatisfactory evaluation, employee will be progressively disciplined. All such evaluations may be appealed through the grievance procedure if the employee feels he/she has not been treated fairly.

Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation. The employee shall acknowledge that he/she read such material by affixing his/her signature on the copy to be filed. Such signature shall merely signify that he/she has read the materials and is not to be construed that he/she necessarily agrees or disagrees with its contents. If the employee refuses to sign, the fact shall be noted, dated and witnessed. Employee has right to make written comments on the evaluation form.

Upon appeal from the employee, evaluations and charges dealing with absenteeism, tardiness and job performance will be expunged after a period of three (3) years, but those dealing with extraordinary circumstances could remain in the files at the discretion of the CSA.

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.

Seniority shall prevail in all matters where a preference may be established.

#### ARTICLE XIX - MISCELLANEOUS

#### Section 1 - Health and Safety

The Board agrees to expect every effort to provide for the use of practices, materials and equipment to safeguard the health and safety of members of the unit.

#### Section 2 - Travel Allowances

Any members of the bargaining unit who may be called upon to travel from his/her assigned station to another installation for carrying out his/her duties shall be compensated by the Board for his cost of mileage at the prevailing IRS rate for this area. This shall include to and from school to obtain a Black Seal license. This allowance shall be paid at the successful completion of the course.

### Section 3 - Wash-up

All employees in this unit shall be give a 15 minute "wash up" time for purposes of cleaning up before leaving work every day.

#### Section 4 - Snow Days

After cleaning the schools on "Snow Days", all employees will be excused to go home by the Supervisor of Buildings and Grounds or, in his absence, the CSA, except in extreme emergencies.

## Section 5 - Jury Duty

Employees serving "Jury Duty" shall be paid the difference between the amount paid for Jury Duty and their salary.

#### Section 6 - Tenure

Custodial and maintenance positions are non-tenured positions.

#### Section 7 - Boilers

No member of the unit will be obligated to do annual cleaning of boilers.

## ARTICLE XX - NO STRIKE OR LOCK OUT

During the term of this Agreement the Association shall not call or authorize any strike against the Board nor shall the Association engage in any work stoppage, slow down or job action. The Board agrees that during the term of this Agreement it shall not effect any lock out.

#### ARTICLE XXI - MANAGEMENT RIGHTS

- Except as otherwise provided herein, the direction of the working forces are rested exclusively with the Board.
- 2. The rights herein described shall include, but not be limited to layoff, discharge for just cause, in case of emergency to require that duties and shifts other than those normally assigned be performed until the emergency terminates, and the right to hire and promote, and to make reasonable working rules and regulations of procedure and conduct, to determine work shifts, provided that the exercise of these rights is to be consistent with the terms and conditions of this Agreement and are not to be used so as to discriminate against any person by reason of Association membership.

## ARTICLE XXII - SUCCESSOR CONTRACT

Negotiations for a Successor Contract shall begin on or before November 1, 1997, provided the Association serves appropriate notice as per PERC Law. This contract shall remain in effect until the effective date of a ratified Successor Contract.

#### ARTICLE XXIII - TABLE A - SALARY SCHEDULE

		CUSTODIAN	S	
		<u> 1995-96</u>	<u> 1996-97</u>	1997-98
Step	1	\$22,260	\$23,430	\$24,660
Step	2	23,430	24,660	25,955
Step	3	30,110	31,692	33,357
		GROUNDSMA	N	
		1995-96	1996-97	1997-98
Step	1	\$23,430	\$24,660	\$25,955
Step		24,601	25,893	27,253
Step	3	31,512	33,167	34,910
		Ma Tampoata ate	713	
		MAINTENANO		
		<u> 1995-96</u>	<u> 1996-97</u>	<u> 1997-98</u>
Step	1	\$25,480	\$26,818	\$28,228
Step	2	26,945	28,360	29,850
Step	3	36,140	38,040	40,040

Longevity - Employees shall receive, in full, the amount as noted on the attached salary guide upon anniversary date of the completion of specific years of continuous service of the Ringwood Public Schools. Such longevity payment shall be issued upon the continued completion of additional anniversary dates. Payment shall be made on the first pay date immediately following said anniversary date. Please see page 33 for guide and years of service.

(N.J.S.A. 18, 29-14): Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education. It shall be the duty of the Board of Education, within ten (10) days to give written notice of such action, together with the reasons therefore, to the member concerned).

#### Part-Time Employees

Any custodial or maintenance personnel hired during the term of this contract shall receive a salary of the first year of this guide, on a pro-rated basis.

## New Employees

A new employee hired between July and December would move to the next step the following contract year and a new employee hired between January and June would remain on the same step the following contract year.

ARTICLE XXIII - TABLE B - LONGEVITY SCHEDULE

## Longevity

Payment based upon anniversary date of continued service to the Ringwood School District.

After ten (10) years of payment - \$600 single payment

After twelve (12) years of service - \$900 single payment

After sixteen (16) years of service - \$1200 single payment

## ARTICLE XXIV - DURATION

specifically dated, shall be bir	ts provisions, unless otherwise ading upon the parties as of:
	shall continue to remain in full ne 30, 1998 .
Attested to as of	<u>.</u>
President, Board of Education	
Board Secretary/School Business Administrator	Representative - NJEA
	John M Skan Gromon H Van Dunk Je

Custodial/Maintenance Employees
Group