

AGREEMENT

between

**RAMAPO INDIAN HILLS
EDUCATION ASSOCIATION, INC.**

and

**BOARD OF EDUCATION of the
RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL
DISTRICT**

**for the
Custodial/Maintenance/
Grounds/Security Staff**

**in the
County of Bergen
New Jersey**

**July 1, 2003 to June 30, 2004
July 1, 2004 to June 30, 2007**

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**RAMAPO INDIAN HILLS
REGIONAL HIGH SCHOOL DISTRICT**

BOARD OF EDUCATION

Mrs. Kathleen Scarpelli, President

Mrs. Annette Stride, Vice President

Mr. Ira Belsky

Mr. Peter Chorman

Mr. Jack Kleinert

Mr. Roger Lane

Mr. Thomas Madigan

Mrs. Geri Petersen

Mrs. Cheryl Piccoli

DISTRICT ADMINISTRATORS

Mr. Paul J. Saxton, Superintendent of Schools

Mr. David L. Rinderknecht, School Business
Administrator

Dr. Harry Stein, Director of Curriculum and
Articulation

Dr. Robert Onorato, Principal of Indian Hills
High School

Mr. Michael Jordan, Principal of Ramapo
High School

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PREAMBLE

This Agreement is made and entered into on this 17th day of March, 2004, by and between the Ramapo-Indian Hills Education Association, Inc., (hereinafter referred to as the "Association") for the Custodial/Maintenance/Security Staff, and the Ramapo-Indian Hills Regional High School District Board of Education (hereinafter referred to as the "Board").

ARTICLE I PRINCIPLES

A. Attainment of the objectives of the custodial and maintenance and security programs conducted in the schools of the District requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the support personnel, other personnel, and the citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

B. This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix A attached hereto and made a part thereof.

C. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

D. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.

E. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

F. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until sooner changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes preexisting policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

G. The parties agree that there shall be no further privatization of the members of this unit.

ARTICLE II RECOGNITION

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations of the terms and conditions of employment of all employees in the classifications set forth in Appendix A attached hereto and made a part thereof.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an alleged misrepresentation, misapplication or violation of this agreement, or of any Board policy or State administrative decision concerning working conditions or terms of employment of persons in the negotiating unit.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in 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. Procedure

1. The employee shall first discuss his/her grievance orally with his/her immediate supervisor with the objective of resolving the matter informally.

2. Step 1 - In the event the grievance is not resolved informally, the Association Representative and/or the employee shall present the grievance, in writing, to the Business Administrator within one calendar week following the attempt at informal resolution. Within one calendar week, the Business Administrator shall meet with the Association Representative and/or the employee involved, in an effort to resolve the grievance. Within one calendar week after the grievance meeting, said Business Administrator shall communicate his/her decision in writing to the Association Representative and/or the employee involved.

3. Step 2 - The Association may appeal the decision of the Business Administrator to the Superintendent or his/her designee within one calendar week after receiving the decision of the Business Administrator. The appeal shall be in writing and shall be accompanied by a copy of the Business Administrator's decision. Within two calendar weeks, the Superintendent or his/her designee shall use his/her good offices to adjust or resolve the grievance amicably.

If the efforts toward amicable adjustment do not resolve the grievance, the Superintendent or his/her designee shall hold a hearing on the grievance appeal. The Superintendent may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within two calendar weeks after the hearing, the Superintendent or his/her designee shall communicate his/her decision in writing, together with the supporting reason, to the aggrieved employee, the Association, the supervisor of the department involved, and the principal of the school.

4. Step 3 - The Association may appeal the decision of the Superintendent or his/her designee within two calendar weeks after receipt of his/her decision to the Board of Education. A hearing shall be held by the Board within two calendar weeks after receipt of the appeal by the Board's Secretary. The appeal shall be in writing and shall state the nature of the grievance; the factual allegations of the grievant and of other parties in interest; the Association's opinion as to whether or not the grievance is meritorious; and the Association's recommendations, including but not in limitation, an appropriate remedy. The Board's decision shall be made in writing not later than thirty (30) days after conclusion of the hearing and shall set forth the Board's findings of fact, reasoning and conclusions on the issue submitted.

5. Step 4 -

(a) If the Association is not satisfied with the disposition of the grievance by the Board, and the grievance is an arbitrable grievance as hereafter defined, the Association may submit the matter to arbitration in the manner hereafter provided, by serving a written notice upon the Board of the Association's intention to arbitrate within two calendar weeks after decision by the Board.

(b) Within two calendar weeks after such written notice of submission to arbitration, the Board and the Association 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 shall be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 submitted to the Board and the Association and shall be final and binding on the parties.

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

(e) Binding arbitration under this article shall apply only to administrative decisions which contravene or misapply Board policy or the provisions of the agreement, and to any other misinterpretation, misapplication or violation of Board policy or this agreement; and no grievance shall be arbitrable that involves the discipline of any employee, the non-renewal of non-tenure employees, or any other matter for which a method of review is provided in the Division of Controversies and Disputes under the Commissioner of Education.

C. Miscellaneous

1. The employee and the Association shall be given at least four calendar days notice, in writing, of the time and place of each hearing, at each step.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.

3. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement.

4. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.

5. At each of the first two steps of this Grievance Procedure, the Board and the Association shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Steps 3 and 4 of the Grievance Procedure, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies, but shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence, have been discovered prior to the hearing at Step 3.

6. No officer or Executive Board member, delegate, representative, or agent of a minority organization shall represent the aggrieved employee in this procedure.

7. An employee who is not an Association representative or such representative's designee shall not accompany or act on behalf of an aggrieved employee in this procedure in more than two (2) grievances during a calendar year.

8. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association Representative, or any other participant in the Grievance Procedure by reason of such participation.

9. It is understood and agreed that employee(s) shall, during and notwithstanding the pendency of any grievance, continue to carry out and observe all assignments and applicable rules and regulations until such grievance and any effect thereof is fully determined.

D. Limitation

Any grievance not presented in writing to the Business Administrator within thirty (30) days after the grievant knew or should have known of the event or events upon which the claim is based, shall conclusively be deemed waived by the grievant or grievants.

ARTICLE IV
RIGHTS OF THE ASSOCIATION

A. Meetings at Work Location - on three (3) days' notice to the principal of the school and the Business Administrator, the Association shall have the right to schedule meetings in the buildings at a place designated for such meetings before or after regular duty hours of the employees involved, provided the building is not then otherwise in use or scheduled to be used.

B. Meetings During Second Shift - Recognizing that the shift schedules of employees in this unit preclude attendance at meetings of all members, it is agreed that on three (3) occasions during each year, the employees on the second shift shall be released for not more than ninety (90) minutes for the purpose of attending Association or bargaining unit meetings. It is understood that attendance at three meetings of the bargaining unit shall replace attendance at meetings of the Association, if the option to meet as a bargaining unit is selected over the option to meet as an Association.

In the event matters of an emergent nature require a meeting on a weekday other than those above provided for, the President may request permission for same from the Business Administrator, and the Business Administrator shall have the right, in his/her sole discretion, to determine whether or not employees from the second (2nd) shift will be released therefore.

ARTICLE V
SALARIES AND HOURS OF WORK

A. The salaries of all employees covered by this Agreement are set forth in Appendix C. Appendix D includes all extra bonuses.

Effective July 1, 2000, the category of Groundsperson shall be added as an additional salary guide between the Custodian and the Maintenance guides.

For Custodians/Maintenance/Grounds, total salaries will be increased by \$23,000 per year for each year of the Agreements.

For Security, total salaries will be increased by \$8,050 per year for each year of the Agreements.

B. The regular work week for custodial, maintenance and grounds unit members shall be forty (40) hours.

1. All work over eight (8) hours in any one day, and forty (40) hours in any one week, and the following holidays - Columbus Day, NJEA Convention (2 days), Veterans' Day, the day after Thanksgiving, and Lincoln's Birthday - shall be paid at the rate of time and one half.

Effective July 1, 1996, Columbus Day and Lincoln's Birthday shall be deleted as time and a half days.

2. Custodians will have Christmas vacation week off (time worked by any custodian during this vacation period, including Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, shall be paid at the rate of time and one half).

3. Work on the following holidays - Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Washington's Birthday, Good Friday and Memorial Day - shall be paid at the rate of time and a half.

4. All work on Sundays shall be paid at the rate of double time.

5. Any employee called back to work for a period of time less than one hour shall be paid for a minimum of two (2) hours, provided that:

(a) Employees who are called in early to work overtime immediately prior to the normal shift, and employees who are required to continue to work, on an overtime basis, immediately after their normal shift shall not be deemed "called back"; and further

(b) That employees shall not frivolously, and without good causes respond to "call backs" from persons other than the school administration.

6. Any requested time off for less than a full eight-hour day must be approved by the Business Administrator prior to the period of absence, and the time off must then be made up at a future date as agreed upon with the Business Administrator, but if such request does not interfere with the proper operation and maintenance of the school building, it shall not be denied.

7. The regular work week for Security aides shall be thirty-five (35) hours. All work by security aides over thirty-five (35) hours in any one week shall be paid at the rate of time and one half.

a. All work by security aides on Thanksgiving Day shall be paid at the rate of double time.

b. Except as otherwise indicated, security aides shall follow the student school year.

c. Any change implemented in the bell schedule shall not decrease the overall work year of security aides for the duration of this agreement.

d. There shall be no distinction made between full-time and part time security personnel in the administration of this policy.

e. Effective July 1, 2000, security aides shall be placed on a contract salary.

C. On those days preceding holidays, or holiday weekends, unit members may leave one-half (1/2) hour earlier than their normal quitting time.

The daily working hours during the last week of June, during the months of July and August, and up to Labor Day weekend, shall be shortened by one-half (1/2) hour.

On the day before the Thanksgiving and Holiday Recess, the work day for custodial, maintenance, and grounds employees shall be a minimum of four (4) hours, provided all work for the day has been completed before leaving.

D. The Board will reimburse any employee in this unit the amount expended by the employee for obtaining or renewing his/her Black Seal Boiler Operator's License at any time subsequent to June 30, 1973, and for the cost of yearly physicals, bus driver's license, finger printing, additional schooling or any other requirement established by the Board or the State of New Jersey as a condition of employment.

E. Commencing with the 1st day of the month succeeding the 8th anniversary year of service to this District of a custodial, maintenance, or grounds

employee in the bargaining unit, an additional payment will be added to the contractual annual salary as longevity pay as follows:

2003-2004 - \$1800.00 - 8th Anniversary
2004-2005 - \$1800.00 - 8th Anniversary
2005-2006 - \$1900.00 - 8th Anniversary
2006-2007 - \$2000.00 - 8th Anniversary

Commencing with the 1st day of the month succeeding the 11th anniversary year of service to this District of a custodial, maintenance, or grounds employee in the bargaining unit, the annual longevity pay will be increased as follows:

2003-2004 - \$2100.00 - 11th Anniversary
2004-2005 - \$2100.00 - 11th Anniversary
2005-2006 - \$2200.00 - 11th Anniversary
2006-2007 - \$2300.00 - 11th Anniversary

Commencing with the 1st day of the month succeeding the 14th anniversary year of service to this District of a custodial, maintenance, or grounds employee in the bargaining unit, the annual longevity pay will be increased as follows:

2003-2004 - \$2450.00 - 14th Anniversary
2004-2005 - \$2450.00 - 14th Anniversary
2005-2006 - \$2550.00 - 14th Anniversary
2006-2007 - \$2640.00 - 14th Anniversary

Ten-month custodians or grounds employees shall be entitled to the same longevity as twelve-month custodians or grounds employees. Such longevity shall be paid to ten-month custodians or grounds employees at the same rate as that for twelve-month custodians or grounds employees and shall not be pro-rated.

F. Commencing with the 1st day of the month succeeding the 8th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance and grounds personnel in the previous contract year will be added to the contractual annual salary as longevity pay as follows:

2003-2004 - \$ 900.00 - 8th Anniversary
2004-2005 - \$ 900.00 - 8th Anniversary
2005-2006 - \$ 950.00 - 8th Anniversary
2006-2007 - \$1000.00 - 8th Anniversary

Commencing with the 1st day of the month succeeding the 11th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance, and grounds personnel in the previous contract year will be added to the contractual annual salary as longevity pay as follows:

2003-2004 - \$ 1050.00 - 11th Anniversary
2004-2005 - \$ 1050.00 - 11th Anniversary
2005-2006 - \$ 1100.00 - 11th Anniversary
2006-2007 - \$1150.00 - 11th Anniversary

Commencing with the 1st day of the month succeeding the 14th anniversary year of service to this District of a security employee in the bargaining unit, an additional payment of 50% of the longevity amount received by custodians, maintenance, and grounds personnel in the previous contract year will be added to the contractual annual salary as longevity pay as follows:

2003-2004 - \$1225.00 - 14th Anniversary
2004-2005 - \$1225.00 - 14th Anniversary
2005-2006 - \$1275.00 - 14th Anniversary
2006-2007 - \$1320.00 - 14th Anniversary

G. All payments for longevity and for second and third shifts as specified in Appendix D, Section 1, shall be included as base salary for pension purposes only.

H. Employees hired after November 29, 1995, shall be required to have both a CDL driver's license and Black Seal Boiler Operator's license or obtain these within the first year of employment.

I. As set forth below, members of the unit shall suffer no loss of pay if they are required to attend jury duty.

1. First shift custodians who are required to attend jury duty during their normal shift shall be excused from work responsibilities for each day served and shall not be required to make up any time not worked. First shift custodians who are released from jury duty after a 1/2 day or less of service shall return to work.

2. Second and third shift custodians who are required to attend jury duty shall not be required to make up any time not worked.

J. It is agreed that Grounds and Maintenance workers may be temporarily assigned to different working hours as the need arises within a Monday to Friday work week. Such reassignment of hours may result from the need to get a job done more efficiently or effectively, or when school is not in session. Therefore, working hours on some days may be adjusted to accommodate this need.

K. The Association acknowledges the right of the Board to assign employees to a Tuesday through Saturday work week. Administrative procedures will be developed to insure a fair and equitable distribution of reassignment to such a work week.

1. In accordance with agreement between the parties, these guidelines and procedures will be implemented and developed following actual Notice to the RIHEA of the District's intent to implement a Tuesday through Saturday work week.

2. Further, the District agrees to provide the Association with not less than thirty (30) days' notice of its intent to implement such a schedule and agrees not to implement such a schedule until proper procedures and guidelines have been established.

L. The Association acknowledges the right of the Board to eliminate the third shift and reassign those employees to the second shift.

ARTICLE VI SENIORITY AND JOB SECURITY

A. School seniority is defined as services by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District Seniority only if he/she:

(1) resigns or is discharged, regardless of whether he/she is subsequently rehired by the School District.

(2) is laid off for more than six (6) consecutive calendar months.

B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off, by job category, in the inverse order of school district seniority, except that:

(1) employees who have only served as maintenance employees would, if rified, have seniority rights to custodial positions;

(2) employees who were employed in a dual position of custodian and maintenance worker would, if rified, continue to have seniority rights in each category;

(3) maintenance workers employed prior to July 1, 1993, who attained tenure in that position, shall, if rified, have seniority rights to other positions within the bargaining unit.

C. If a tenured employee is discharged and is found to be innocent of all charges, that employee shall be reinstated to full seniority rights and full back pay.

D. Ten-month custodians employed as of November 19, 1997, shall be given right of first refusal for vacancies in twelve-month positions in order of seniority. Future vacancies will be filled by considering employees if qualified and if within the appropriate category.

Effective July 1, 2000, the two current ten-month custodians formerly employed as twelve-month employees will be restored to twelve-month status.

E. The position of groundsperson will be considered a separate category in terms of seniority.

F. Effective July 1, 2000, the parties agree that there shall be no further privatization of the members of this unit.

ARTICLE VII
TENURE

After three (3) years and one (1) day of uninterrupted, continuous service, each custodial and maintenance employee shall be appointed for an unfixed term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, Public Laws of 1960 (18A:17-3 and 18A:17-4).

Custodians and maintenance personnel hired after November 19, 1997, shall not be entitled to tenure protection.

ARTICLE VIII
INSURANCE PROTECTION

~~The Board shall provide the health care insurance protection as indicated and shall pay the full premium for both employee and full family coverage as follows:~~

A. 1. Horizon Blue Cross Blue Shield of New Jersey - basic health insurance and major medical coverage;

2. BeneCard BeneRx Prescription Benefit Plan - co-pay (\$0 co-pay for generic drugs, \$10 brand name) with a with a \$1,000 maximum cap per school year per individual covered;

Effective January 1, 2003, the maximum cap per benefit year per individual covered shall be increased to \$1500. Individuals who have reached their previous \$1000 cap shall be entitled to an additional \$500 for the remainder of the 2002-2003 benefit year.

Effective January 1, 2003, the co-pay structure for the prescription drug insurance benefit plan shall be modified to reflect a Preferred Medication Program - three-tier copay system as follows:

- a. Retail Generic CoPay \$10
- b. Retail Preferred Brand Name CoPay \$20
- c. Retail NonPreferred Brand Name CoPay \$35

34-Day or 100 units

- a. Mail Order Generic CoPay \$20
- b. Mail Order Preferred Brand Name CoPay \$40
- c. Mail Order NonPreferred Brand Name CoPay \$70

90-Day Supply

If the actual cost of the prescription is less than the stated co-payment amount, unit members will only be required to pay the actual cost of filling the prescription.

Actual costs of filling a prescription and all co-pays and prescription drug expenses in excess of the annual \$1500 maximum are subject to reimbursement under the Major Medical portion of the health insurance programs at 80% after deductible and 100% after the \$400 out of pocket coinsurance maximum has been met.

The benefit year for prescription drug coverage shall run from July 1 to June 30.

3. Delta Dental dental plan with a \$100.00 employee and \$300.00 family deductible per calendar year. Employees will be provided an opportunity to enroll in the Preferred Provider Option (P.P.O.) if a minimum fifty (50) employees are enrolled;

4. During the term of this Agreement, the above described insurance plan(s) will be modified to reflect any District-wide change(s) provided all other employees (organized and not organized) are so affected.

B. For all employees who are returning to work for the ensuing school year, the Board shall pay the premium sufficient to keep the insurance coverage in effect without interruption.

C. All new employees shall be enrolled in the health-care insurance protection plan on the 1st of the month succeeding that on which they are employed.

D. If available from the insurance carrier, the Board shall provide to each employee a description of the health-care insurance plan provided under this Article, same to be provided at the beginning of the school year.

E. The Board shall not be responsible for any premiums for health-care insurance coverages for any employees on extended leaves of absence.

ARTICLE IX VACATION

A. Each employee in the negotiating unit covered by the Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken. Vacation time is earned from July 1 of each year and granted as follows:

<u>Length of Uninterrupted Service to July 1st</u>	<u>Vacation Time</u>
Less than one year	Pro-rated days as per Board policy
One Year	Two weeks
Five Years	Three weeks
Six Years	Three weeks plus one day
Seven Years	Three weeks plus two days
Eight Years	Three weeks plus three days
Nine Years	Three weeks plus four days
Ten Years	Four weeks

Any employee entitled to three (3) weeks vacation may be required to take at least one of those weeks during the Winter or Spring Recess, and any employee entitled to four (4) weeks vacation must take at least one of those weeks during the Winter or Spring Recess.

All vacation requests must meet with the approval of the Business Administrator.

Five days of vacation allowance will be permitted, based on seniority, during time when school is in session.

Unit members shall be allowed to accumulate vacation days up to a maximum of five (5) vacation days with prior notice to the Business Administrator.

B. Each employee in the negotiating unit covered by the Agreement shall be entitled to the following sixteen (16) holidays with pay:

Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Fourth of July	Good Friday
Veteran's Day	Memorial Day
Thanksgiving Day	Labor Day
Weekend(2 days)	Washington's Birthday
Columbus Day	Lincoln's Birthday
NJEA Convention (two days)	

Effective July 1, 1996, Columbus Day and Lincoln's Birthday shall be deleted from the list of paid holidays.

Custodians will have Christmas vacation week off (time worked by any custodian during this vacation period, including Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, shall be paid at the rate of time and one-half).

If any of the holidays in the present contract falls on a Saturday, another day(s) in lieu of that holiday will be granted.

ARTICLE X ABSENCES AND LEAVES

A. An employee who is going to be absent from work will call his/her immediate supervisor as early as possible in order that proper coverage may be secured. Upon return to work, the employee shall fill out an absence form and shall promptly submit it to the immediate supervisor. Any employee absent because of illness may be required to submit to the

Business Administrator a doctor's statement concerning his/her physical condition and the earliest possible date of return to duty.

Failure to submit a doctor's statement certifying an illness after the tenth consecutive school day will automatically release the Board of Education from authorizing any additional salary payments to said employee until such time as a doctor's certificate is obtained.

B. Employees will be notified of any pay deduction made in keeping with the Board's policy.

C. 1. All employees in the system shall be allowed sick leave days with full pay, in accordance with NJSA 18A:30-1, et seq., for twelve (12) days for twelve-month personnel and ten (10) days for ten-month personnel, in any school year, ALL of which are to be cumulative.

2. Upon retirement, members of this unit shall receive payment for all unused sick days accumulated after June 30, 1973, on the following basis:

(a) For each such unused sick day, the retiring custodian shall be paid 1/480th of the annual salary stipulated for the first (1st) step of the unit member's guide for the year in which the sick day was accumulated.

(b) For the purpose of this computation, sick days hereafter taken shall be charged against and deducted from those accumulated in each subsequent school year to the end that those sick days first accumulated shall be those first lost for the purpose of this computation.

(c) For purposes of this clause, "retirement" shall mean pursuant to P.E.R.S., but shall not include "deferred retirement." Notices of retirement received after February 1, of the year in which retirement becomes effective, may result in payment for such sick days being deferred until the following school year.

D. Any employee in this unit who has tenure may, upon request, obtain a leave of absence without pay, for a period of one year, for the purpose of recuperating from illness or for the purpose of caring for a sick member of his/her immediate family. Upon return from a leave of absence granted under this section, such employee shall enjoy all benefits to which he/she was entitled at the time his/her leave commenced, including unused accumulated sick leave and seniority then enjoyed, but he/she shall not receive credit for such year for the purpose of salary increment or for seniority purposes.

E. Other Allowable Absences for all unit members:

1. Definition of Terms

a. By "immediate family" is meant any relative residing in the same household as that of the employee, or any of the following relatives: mother, father, brother, sister, children, step-mother, step-father, step-brother, step-sister, step-children, grandchildren, mother-in-law and father-in-law.

b. By "in the family" is meant any relative not residing in the same household as that of the employee, namely, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and grandparents.

2. Absence for reasons given below, not allowable as sick leave, will be granted as follows: (noncumulative)

a. Up to five days for death in the "immediate family" without deduction of pay.

b. Up to three days per school year for attending the funeral of a member of "the family" without deduction of pay.

c. Absence provided by E 2-c shall not, except in cases of extreme emergency, be permitted immediately preceding or following a weekend, school holiday, vacation or school recess period.

Up to a total of four days per school year with full pay for any, but not for each, of the following reasons:

1. closing titles
2. moving day
3. court appearance
4. appearance at Internal Revenue Service
5. entering offspring in college
6. attending graduation of offspring or spouse
7. attending wedding of member of "immediate family"
8. marriage
9. illness in "immediate family"
10. medical tests
11. adoption
12. for personal reasons (2 days)

Two work days written notice must be provided prior to the personal days, except in cases of emergency.

For the terms of the Agreement, namely from July 1, 2000, through June 30, 2003, the terms of this Article shall be amended to provide for the following:

Up to a total of four days per school year for personal reasons (list of reasons 1-12 removed).

The 2000-2003 contract years shall continue to serve as a Pilot Program for the removal of reasons in Article X, Section E 2 c. If utilization of days becomes

a concern, this provision will revert back to the program in effect in 1994-95, namely the requirement of reasons for one of the three days. Such revision will only take place after notification to the Association that a concern exists and only after adequate time has been given for the Association to address that concern.

All unused personal days will accumulate as sick days eligible for retirement compensation only. Such days shall not be added to an employee's sick day allowance for purposes of use as sick days.

F. Full deduction (1/260th) of the annual contract salary will be deducted if absence is in excess of the specified days for reasons given in Sections C & E of this Article.

G. Effective July 1, 1995, the provisions of this Agreement shall apply to all Security Aides.

ARTICLE XI
MODIFICATION OF AGREEMENT AND
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Before the Board adopts a change in policy on terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Association, and become an addendum to this Agreement.

B. Within thirty (30) days of a request by the Association, but no later than December 15 of the last year of this Agreement, the Board agrees to initiate negotiations with the Association over a Successor

Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. Both parties shall submit their proposals at the initial negotiations session.

Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by both parties.

ARTICLE XII SAVINGS CLAUSE

A. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision (s) shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

B. 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.

C. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII DURATION

The provisions of the Agreement shall be effective as of July 1, 2000, and shall remain in full force and

effect until June 30, 2003, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article XI of said Agreement.

ARTICLE XIV
EVALUATION

Employees, when evaluated, shall receive a written report of their evaluation and shall be entitled to attach a written reply to said evaluation and notation shall be made on the evaluation that such a reply is, in fact, appended.

ARTICLE XV
NO STRIKE, NO SANCTIONS

The Association agrees to refrain from strikes, work stoppages, boycotts, sanctions, and other concerted action against the Board or the District for the term of this Agreement.

ARTICLE XVI
OVERTIME ASSIGNMENTS

To ensure that overtime assignments shall, when feasible, be equitably distributed among all eligible employees, the following procedure shall be in effect immediately:

A. When the need for overtime is identified, the Foreman will post pertinent information.

B. The Foreman will assign personnel to the vacancies on the basis of availability lists open to all custodians, grounds people, and maintenance personnel and maintained by the Foreman.

C. The availability lists and a record of overtime assignments will be posted in each building in such a manner that all custodians, grounds persons, and maintenance personnel can assess their overtime status.

D. The criteria for assignment will be:

1. A list will be posted for each of the following types of overtime:

time and one half - short shift (.5 to 3.9 hours)

time and one half - long shift (4 plus hours)

double time - short shift (.5 to 3.9 hours)

double time - long shift (4 plus hours)

2. All custodian, grounds people, and maintenance personnel names will be placed on each list alphabetically. Overtime opportunities on these lists will be offered by alphabetical order, and if an opportunity is rejected, the worker will not be considered again until all workers on that list have been given one offer.

3. Whichever overtime type is initially assigned will be the ONLY one credited on the list, regardless of whether the assignment runs longer or shorter than expected.

4. If a custodian is unable to accept overtime because the overtime is scheduled during his/her regular work shift, his/her slot on the overtime list will be retained and he/she will be offered the next available overtime on that list.

5. Custodians may work overtime immediately preceding or immediately following their regular work shift.

6. When time does not allow a second call, only one phone call will be made in attempting to reach a custodian for overtime. Generally, overtime will be assigned far enough in advance so that the foreman will speak to the custodian involved. No attempt will be made to reach a custodian for overtime while he/she is on vacation (including the weekends before and after the vacation week).

7. This policy will be adhered to unless an overtime assignment requires specialized training and/or specific licenses (i.e., boiler license, snow plowing, etc.) Management reserves the right to assign specialized overtime work such as electrical, plumbing or grounds work to maintenance and grounds staff. However, this assignment shall be recorded on the record of overtime assignments, thus counting as an overtime opportunity.

E. This procedure shall be subject to review by the administration and recommendations for change shall be submitted directly to the Business Administrator by any party.

F. The Business Administrator shall be the responsible party for the review of the Foreman's administration of the regulation.

G. Notwithstanding the foregoing provisions, in the event that no one volunteers for overtime, it is agreed that overtime may be assigned, using the same availability listing as for voluntary overtime.

H. It is agreed that when Security Aides are called in for such activities as chaperoning, plays, dances, Saturday detention, etc., selection to cover such activities shall be on a rotational basis unless specific needs and reasons dictate otherwise.

1. It is further agreed that the administrator in charge of such activities will assign security personnel to these events on the basis of availability lists open to all security personnel and maintained by that administrator. The availability list and a record of assignments to activities will be posted in such a manner that all security aides can assess their coverage status.

2. Chaperoning and other such assignments will be offered by alphabetical order, and if an opportunity is rejected, the worker will not be considered again until all others on that list have been given one offer.

3. There shall be no distinction made between full time and part time security personnel in the administration of this policy.

4. This procedure shall be subject to review by either party; recommendations for change shall be submitted directly to the administrator in charge of activities by any party.

5. The parties agree that during the term of this agreement there shall be an administrative review of weekend schedule changes and rotation of overtime assignments.

ARTICLE XVII REPRESENTATIVE FEE

A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under the rules and regulations of the N.J. State Department of Education pertaining hereto.

B. Purpose of Plan: If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year to offset the costs of services rendered by the Association or majority representation.

C. Amount of Fee: Prior to the beginning of each

membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, 1) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or 2) applied toward the cost of benefits available only to members of the majority representative.

D. Deduction and Transmission of Fees: The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section C above and promptly transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deduction will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further. All funds in this instance will be held in escrow during that period of time.

E. Indemnification and Save Harmless Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

F. Termination of Employment: If a bargaining unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and not just those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph which it fails to make.

G. Mechanics: Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XVIII
STAFF DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

In-house staff development course opportunities shall be open to all unit members on a space available basis, outside working hours and without additional compensation, unless the course is required by the District for advancement of skills.

ARTICLE XIX
AFFIRMATIVE ACTION STATEMENT

The Ramapo-Indian Hills Regional High School District Board of Education affirms its responsibility to ensure all employees equal employment opportunity, regardless of race, color, creed, religion, sex, ancestry, national origin or social or economic status.

ARTICLE XX
BOARD RIGHTS

The Board of Education reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations, and practices in furtherance thereof. By way of illustration and not by limitation of the rights and responsibilities reserved to the Board, are those matters recognized in this Agreement, Board Policy, Statute and Administrative Regulations and administrative and judicial case law, and then only to the extent such are in conformance with the Constitution and Laws of the United States and New Jersey.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be as follows: a one-year contract, commencing on the first day of July 2003, and terminating on the thirtieth day of June 2004; and a three-year contract commencing on the first day of July 2004 and terminating on the thirtieth day of June 2007. *

*The above is for the convenience of the parties. The actual terms of the agreements are: July 1, 2003 to June 30, 2007.

SIDE BAR AGREEMENT

The parties agree to Side Bar Agreements on the following issues:

- a. a clear statement of administrative guidelines and procedures for implementing a Tuesday through Saturday work week, as referred to in Article V, Salaries and Hours of Work;
- b. administrative regulations and guidelines on rain gear, flame-retardant uniforms, temporary assignments, etc.;
- c. wording to indicate that not less than thirty (30) days' notice will be given to employees to be affected by any reduction in force;
- d. clarification of "anniversary year" definition so that start date is clear;
- e. wording to reflect agreement that any flex time agreement with the teachers' unit that impacts upon the custodial/maintenance/security unit will be handled through negotiations between the parties;
- f. agreement on part-time vs. full-time employees;
- g. administrative procedures on rotation of temporary assignments, additional rain gear, and radios.

APPENDIX A

POSITIONS COVERED BY THE
AGREEMENT

Listed below are the job titles and classifications held by persons in the negotiating unit:

Custodian
Custodian/Bus Driver
Custodian/Maintenance
Groundsperson
Security Aide

APPENDIX B
SUPERVISOR - REPORT TABLE

Submitted herewith is a table showing the flow of administrative responsibility to implement the Grievance Procedure set forth in this Agreement:

<u>Title</u>	<u>Immediate Supervisor</u>	<u>Step 1 in the Grievance Procedure</u>
Custodian	Coordinator Facilities/Oper.	Business Administrator
Custodian/ Bus Driver	Coordinator Facilities/Oper.	Business Administrator
Custodian/ Maintenance	Coordinator Facilities/Oper.	Business Administrator
Grounds- person	Coordinator Facilities/Oper.	Business Administrator
Security Aide	Principal	Business Administrator

APPENDIX C
SALARY GUIDES

CUSTODIAN
CUSTODIAN/BUS DRIVER

TEN-MONTH

2003-2004

<u>Step</u>	<u>Salary</u>
1	27120
2	27930
3	29200
4	30460
5	31720
6	33090
7	34510

2004-2005

<u>Step</u>	<u>Salary</u>
1	27140
2	27940
3	29210
4	30470
5	31790
6	33150
7	34560
8	36070

2005-2006

<u>Step</u>	<u>Salary</u>
1	28340
2	29150
3	30420
4	31680
5	32940
6	34300
7	35700
8	37340

2006-2007

<u>Step</u>	<u>Salary</u>
1	29510
2	30320
3	31580
4	32850
5	34120
6	35460
7	36870
8	38550

CUSTODIAN
CUSTODIAN/BUS DRIVER
TWELVE-MONTH

2003-2004

<u>Step</u>	<u>Salary</u>
1	32380
2	33350
3	34860
4	36370
5	37870
6	39510
7	41200

2004-2005

<u>Step</u>	<u>Salary</u>
1	32400
2	33360
3	34880
4	36380
5	37960
6	39580
7	41260
8	43070

2005-2006

<u>Step</u>	<u>Salary</u>
1	33840
2	34810
3	36320
4	37830
5	39330
6	40950
7	42630
8	44590

2006-2007

<u>Step</u>	<u>Salary</u>
1	35230
2	36200
3	37710
4	39220
5	40740
6	42340
7	44020
8	46030

CUSTODIAN
GROUNDSPERSON
TEN-MONTH

2003-2004

<u>Step</u>	<u>Salary</u>
1	30720
2	31660
3	33080
4	34520
5	35950
6	37500
7	39110

2004-2005

<u>Step</u>	<u>Salary</u>
1	30740
2	31670
3	33100
4	34530
5	36040
6	37570
7	39170
8	40980

2005-2006

<u>Step</u>	<u>Salary</u>
1	32180
2	33120
3	34540
4	35980
5	37410
6	38940
7	40540
8	42500

2006-2007

<u>Step</u>	<u>Salary</u>
1	33570
2	34510
3	35930
4	37370
5	38820
6	40330
7	41930
8	43940

CUSTODIAN
GROUNDSPERSON
TWELVE-MONTH

2003-2004

<u>Step</u>	<u>Salary</u>
1	34270
2	35310
3	36900
4	38500
5	40100
6	41830
7	43620

2004-2005

<u>Step</u>	<u>Salary</u>
1	34290
2	35330
3	36920
4	38520
5	40200
6	41905
7	43690
8	45710

2005-2006

<u>Step</u>	<u>Salary</u>
1	35900
2	36940
3	38530
4	40130
5	41730
6	43435
7	45220
8	47410

2006-2007

<u>Step</u>	<u>Salary</u>
1	37450
2	38490
3	40080
4	41680
5	43300
6	44985
7	46770
8	49010

CUSTODIAN / MAINTENANCE
TWELVE MONTH

2003-2004

<u>Step</u>	<u>Salary</u>
1	36500
2	37600
3	39300
4	41000
5	42700
6	44545
7	46450

2004-2005

<u>Step</u>	<u>Salary</u>
1	36520
2	37620
3	39320
4	41020
5	42800
6	44620
7	46520
8	48540

2005-2006

<u>Step</u>	<u>Salary</u>
1	38130
2	39230
3	40930
4	42630
5	44330
6	46150
7	48050
8	50240

2006-2007

<u>Step</u>	<u>Salary</u>
1	39680
2	40780
3	42480
4	44180
5	45900
6	47700
7	49600
8	51840

SECURITY AIDES

2003-2004

<u>Step</u>	<u>Salary</u>
1	16380
2	17080
3	17790

2004-2005

<u>Step</u>	<u>Salary</u>
1	17035
2	17735
3	18455

2005-2006

<u>Step</u>	<u>Salary</u>
1	17740
2	18440
3	19160

2006-2007

<u>Step</u>	<u>Salary</u>
1	18530
2	19230
3	19950

APPENDIX D
EXTRA COMPENSATION

1. Night Bonuses:

The second shift bonus shall be \$250.00 and the third shift bonus shall be \$500.00.

Ramapo High School:

First Shift	7:00 am to 3:30 pm
Second Shift	10:00 am to 6:30 pm
Second Shift	3:00 pm to 11:00 pm
Third Shift	11:00 pm to 7:00 am

Indian Hills High School:

First Shift	7:00 am to 3:30 pm
Second Shift	10:00 am to 6:30 pm
Second Shift	3:30 pm to 11:30 pm
Third Shift	11:30 pm to 7:30 am

(As indicated in Article V, Section F, payments for second and third shifts shall be included as base salary for pension purposes only.)

It is not the intent of the aforementioned hourly schedule to change any shift hours from the normal schedule at the time of ratification, but rather to implement an area of flexibility which would be mutually beneficial to management and the work force in the event of extenuating circumstances.

2. Black Seal Boiler Operator's License

The additional sum paid to any employee holding the Black Seal Boiler Operator's License shall be increased to \$400 per school year.

3. Uniforms

Each employee shall be provided at BOE expense with three (3) uniforms during the first year of employment and two (2) uniforms per year thereafter. Unit members will have input on issues such as quality, flammability, etc.

Several sets of foul weather gear (rain-type rubberized wear) shall be provided in each building and shall be available to all shifts.

4. In Charge License

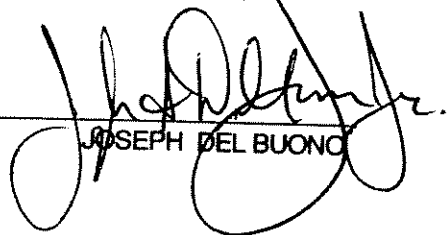
The additional sum paid to any employee holding the In- Charge License shall be \$600 per school year.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, this 17th day of March, 2004.

RAMAPO-INDIAN HILLS EDUCATION ASSOCIATION
FOR THE CUSTODIAL / MAINTENANCE /
GROUNDS / SECURITY STAFF



PRESIDENT CHERYLIN J. ROESER



SECRETARY JOSEPH DEL BUONO

RAMAPO-INDIAN HILLS BOARD OF EDUCATION



PRESIDENT KATHLEEN SCARPELLI



SECRETARY DAVID L. RINDERKNECHT