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S-6/23/04

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6019

AN AGREEMENT BETWEEN
RAMAPO CENTRAL SCHOOL DISTRICT
HILLBURN, NEW YORK
AND
RAMAPO EDUCATIONAL SECRETARIES' ASSOCIATION
SUFFERN, NEW YORK

JULY 1, 2003 – JUNE 30, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made this 14th day of November 2003, between RAMAPO CENTRAL SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Education Law of the State of New York, having its principal office at the Central Administrative Offices, Hillburn, New York, hereinafter called "District," and the association of seven or more persons, having its principal office at Central Administrative Offices, Hillburn, New York, hereinafter called "Association";

WITNESSETH

WHEREAS, the District has established, pursuant to Section 207 of the Civil Service Law, a Clerical Personnel negotiating unit (hereinafter called "unit"), and

WHEREAS, the Association is the choice of the employees in the Unit as their employee organization; and

WHEREAS, the District has heretofore recognized the Association as the representative of the Unit in negotiating the terms and conditions of employment of such Unit; and

WHEREAS, the negotiations have taken place between the District and the Association resulting in an agreement with respect to the terms and conditions of employment of the public employees in said Unit:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I.
TERM OF AGREEMENT**

This agreement shall be effective as of July 1, 2003 and shall terminate on June 30, 2007.

**ARTICLE II.
EMPLOYEES' REPRESENTATION**

The employees of the District who are, or who shall become, members of the Clerical Personnel Unit as heretofore determined, shall be represented in negotiations and in the settlement of grievances by the Association. The Association, until seven months prior to the expiration of this Agreement, shall have, and is hereby granted, exclusive and unchallenged status to represent the public employees who are members of the Unit in negotiations respecting terms and conditions of employment and in the settlement of grievances.

ARTICLE III.
WORK SCHEDULE AND DUTIES

- A. Except as hereinafter set forth, the employees in the Unit shall perform their services for the District for 36-1/4 hours in each week.**
- B. Employees in the Unit who work in the District Administrative Offices may be required to provide their services for the District during the periods of time enumerated in Paragraph C of this Article for up to 7-1/4 hours each day. Such employees shall be entitled to compensatory leave with full pay for all additional time beyond 6 hours each day that they actually provided services during the enumerated times.**
- C. Employees of the Unit, other than those employed in the District Administrative Offices, shall provide their services for six hours per day during each school year from July 1 through the first day prior to the scheduled return to school of the teachers following the summer recess.**
- D. Members of the Unit employed on a twelve-month basis shall perform their services for six hours per day during one-half the number of days that the buildings are open during the Spring and Winter school recesses, except that a twelve-month employee who has completed ten or more years of consecutive employment during her/his current term of employment shall not perform her/his services during the Winter or the Spring recesses except that all twelve month employees may be directed to work by their immediate supervisors. Services so required shall be performed for six hours per day and the employee paid an additional salary equal to one and one-half times her/his daily rate for each day on which services are performed or, at her/his option, shall accrue compensatory time at one and one-half times the number of hours worked, except that employees so working to cover the switch-board in District's central office shall be compensated at one and a half times their regular salary instead of one times that salary. Ten month employees will be required to provide their services for one-half day on duly designated Superintendent Conference Days.**

When a mid-winter recess is provided for in the School Calendar, members of the Unit need not provide their services on days when school is not in session, except when directed to do so by their immediate supervisors; services required on any day during the mid-winter recess shall be performed for 6 hours, and the employee shall be paid an additional salary equal to 1-1/2 times her/his daily rate for each day on which services are performed, or, at her/his option, shall accrue compensatory time at 1-1/2 times the number of hours worked.

- E. The hours in each day when services are to be performed shall be determined by the employee's immediate supervisor and the School Business Administrator.**
- F. The normal assignments of members of the Unit shall not include responsibility for school nurse duties; however, when a nurse is not present in the school building, secretaries shall assist in the administration of first aid to students. The Board of Education shall provide a course of instruction in emergency first aid for all clerical employees employed in school buildings, and all such employees are required to attend such a course of instruction. The Board of Education shall provide a course of instruction in CPR, provided, ten or more members of the Unit enroll for such a course on a district-wide basis.**

**ARTICLE IV.
LEAVE DURING THE SCHOOL YEAR**

A. General Annual Provisions

- 1. On July 1 of each school year each member of the Unit who is employed twelve months per year shall be credited with twenty-five (25) days of paid leave of absence, the use of which is subject to the restrictions hereinafter contained. Notwithstanding the preceding sentence, members of the unit employed twelve (12) months per year who are hired after July 1, 1996 will be credited with twelve (12) days of paid leave during their first five (5) years of employment after which, beginning with their sixth (6th) year of employment, such unit members shall be credited with twenty-five (25) days of paid leave of absence. Members of the Unit who are employed for less than twelve months per year, or who begin employment after July 1, shall be credited with a prorated number of days of paid leave of absence.**
- 2. A member of the Unit, upon written notice five (5) calendar days in advance (which notice may be waived in the event of extreme emergency) may use three (3) days leave, in any one year, for personal reasons and need not state any reasons for such leave; provided however, that personal leave may not be taken on the two days before or the two days after the Thanksgiving, Winter, mid-winter or Spring vacations (or during such recesses for employees required to work during such recesses) or the employee's annual vacation, or on the day immediately preceding or immediately following any other school holiday, except for unforeseen emergencies and**

upon the approval of the Assistant Superintendent of Human Resources.

- a. The Assistant Superintendent for Human Resources, in his sole discretion, may grant additional days of personal leave upon application in writing made at least five (5) school days in advance of the date of the commencement of such leave.**
 - b. The use of personal leave should be restricted to such activities as closing on a house, taking children to college, graduations, marriages, etc.**
 - c. The written notice required for personal leave shall be routed through first the building principal or immediate supervisor, then through the Assistant Superintendent for Human Resources.**
- 3. Three (3) days of paid leave may be used in any one year for mourning each death in the family of the employee. The Assistant Superintendent for Human Resources may grant additional days for this purpose upon application therefor.**
- 4. The total number of days of credited paid leave for the current year, less the number of days theretofore used within the year under paragraphs "2", "3" and "4" hereof, may be used in any one year because of sickness in the employee's family.**
- 5. An employee may use all of her/his leave not theretofore previously used, plus all of her/his accumulated leave (as hereinafter provided) during any one year because of illness of the employee. Where such leave extends beyond ten (10) days, the DISTRICT may require an examination of the employee by a qualified physician selected by it.**
- 6. Upon presentation to the employee's supervisor or the Superintendent of Schools of a summons from any court or official body having the power legally to compel attendance, such employee shall be granted leave of absence for the period of time required by the court or legal body and shall not be charged with any form of leave during the period of such absence. However, in order for an employee to receive paid leave for attending jury duty, the employee must have registered for night before notice procedures if available.**

7. Any member of the unit taking a Civil Service Examination scheduled during a normal work day shall be excused for the required time without loss of pay.

B. Accumulated Leave

All days of leave not used during a school year may be accumulated by the employee until such employee has two hundred (200) days of paid leave accumulated.

C. Absence Due to Injury

In the event that an employee is injured while on duty and is necessarily absent by reason of such injury, the days of absence during the first year after such injury shall not be included against the employee's leave of absence days either for the year in which injured or against accumulated days. The DISTRICT shall pay the employee's salary in full during the first year of such injury provided, however, that the DISTRICT shall be entitled to reimbursement for any payments which the employee receives or is entitled to receive under New York State Workers' Compensation Act.

After one year of illness due to injury sustained by an employee while on duty, such employee may use her/his accumulated days of leave until the same are completely used. The District shall be entitled to reimbursement for any payments which the employee receives or is entitled to receive under the New York State Workers' Compensation Act.

D. District Bank

Any member of the Unit who is unable to perform services because of illness or disability and who has exhausted all paid leave available may be granted fifty (50) additional days of paid leave at the sole discretion of the Assistant Superintendent for Human Resources. An examination of the employee by a qualified physician selected by the District may be required before such additional leave may be granted.

E. Extended Leave of Absence

Any member of the Unit previously having received permanent appointment in the District who is unable to work because of illness or disability and who has exhausted all paid leave available, shall be granted a leave of absence without pay for the duration of such illness or disability or for two (2) years, whichever term is shorter.

F. Child Care Leave

Upon written application therefor, the Board of Education shall grant a member of the Unit a child care leave upon the following conditions and limitations:

1. Child care leave shall be without pay or increment.
2. Child care leave shall commence upon the earlier of (a) the termination of an employee's paid disability leave (b) or upon her/his request.
3. An employee adopting a child who requires maternal or paternal care shall have the same rights as an employee to whom a child is naturally born.
4. The leave shall be for a definite period of time and for not less than one year or more than two years.
5. An employee shall be entitled to only one child care leave within a five-year period.
6. Any employee granted child care leave shall have the option, as long as such employee pays the amount of premiums equal to that which the District would pay for such employee, to receive the medical, dental and life insurance benefits available to members of the Unit. Payments of the premium shall be made to the District monthly in advance.

G. Unpaid Leave of Absence

Upon written application therefor, the Board of Education may grant unpaid leave to a member of the Unit previously having received permanent appointment in the District upon the following conditions and limitations.

1. The leave shall be without pay or increment.
2. The unpaid leave shall be for a period of either six months or twelve months.
3. The purpose for the unpaid leave is restricted to one of the following conditions:
 - a. Full-time attendance at an educational institution as a student;

- b. To attend a family situation requiring the full-time presence of the member of the Unit.**
- 4. A member of the Unit on unpaid leave may not participate in full-time gainful employment of any nature during the term of the leave.**
- 5. The employee must notify the Assistant Superintendent for Human Resources in writing of her/his intention to return to employment in the District at least thirty days preceding the date of required return, if on a leave of six months, or at least forty-five days preceding the date of required return, if on a leave of twelve months. Failure by the employee to provide the notice herein required shall be deemed an abandonment of employment and the employee's services shall be forthwith terminated by the Board of Education.**
- 6. Any employee granted unpaid leave shall have the option, as long as such employee pays the amount of premiums equal to that which the Board would pay for such employee, to receive the medical, dental and life insurance benefits available to members of the Unit. Payments of the premiums shall be made to the Board monthly in advance.**

**ARTICLE V.
VACATION AND HOLIDAYS**

- A. Compensatory leave, earned at any time, shall be taken only after direct consultation with and the direct approval of the building principal, or in the case of Central Office personnel, their immediate supervisors. All compensatory leave must be taken within one year from the date earned and may not be accumulated beyond one year.**
- B. Members of this Unit employed for less than twelve months per year shall be on leave with pay during the Spring and Winter Recess in each year. Such members with five (5) consecutive years of employment in the District shall be entitled to three (3) days of paid vacation each year and those with ten (10) or more consecutive years of service shall be entitled to four (4) days of paid vacation.**
- C. Members of this Unit employed on a twelve-month-per-year basis and no others, shall be entitled to annual paid vacations under the following conditions, to wit:**
 - 1. Vacation time, during the first five years of full-time continuous employment by the District, shall be earned at the rate of 5/6 of one day for each month during the preceding**

school year that the member of the Unit was employed; (e.g. six month employment generates five days of paid vacation); and in addition, after five years of full time continuous employment by the District, employees of the Unit shall be credited with one additional day of vacation for each additional year of full time continuous service up to a maximum of 20 working days of vacation after 15 years of full time continuous employment by the District. For the purpose of this paragraph, the school year in which employment began during the current period of employment shall be counted as a full year, and members of the Unit who change from ten-month employees to twelve-month employees shall be credited with their total numbers of years of service as a clerical employee.

Members of the Unit who leave employment with the District before completing the school year in which they were employed shall not be entitled to any paid vacation.

Members of the Unit who leave employment with the District during a school year subsequent to the school year in which they began employment shall be entitled to payments for all days of vacation earned, but not taken, according to this Agreement.

- 2. Annual vacation may be taken at any time during the year. Vacation time scheduled at any time other than during the months of July and August shall be subject to the approval of the Assistant Superintendent for Human Resources. All vacations shall be so scheduled that the business of the District may proceed unabated. The vacation schedule of members of the Unit shall be approved also by the employee's immediate supervisor.**
- 3. Members of the Unit with less than ten years service who are employed on a twelve-month basis shall be permitted to take days of previously earned vacation during the Winter and Spring recess periods in order to extend their vacation for the recess period up to the full length of the recess period. Such days of vacation must be approved directly by the building principal or, in the case of Central Office personnel, by their immediate supervisors.**

- D. 1. Except as set forth in Article III, paragraph D, on days between September 1 and the last day of school in June when neither teachers nor students are required to be in school, members of the Unit need not perform their services. On Superintendent's Conference Days, twelve month members**

of the Unit required to work shall leave work at a time to be established by their immediate supervisors, but, in no case, at a time more than one-half hour after the teaching staff has been dismissed. Ten month employees are required to work one-half the time worked by twelve month employees on Superintendent's Conference Days.

2. The following days are fixed as holidays with full pay for members of the Unit:

<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
7/4 and 7/7	7/2 and 7/5	7/4 and 7/5	7/3 and 7/4

ARTICLE VI SALARIES

- A. Effective July 1, 2003, the base salary received during the preceding school year shall be increased by 3.0%. In addition to the percentage increase the following columns and steps will receive the following:

Column (1) an additional two hundred (\$200) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (2) an additional two hundred and fifty (\$250) dollars will be placed on L-1 (Steps 11-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (3) an additional five hundred (\$500) dollars will be placed on L-1 (Steps 12-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (4) an additional four hundred (\$400) dollars will be placed on L-1 Steps (10-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (5) an additional one hundred and fifty (\$150) dollars will be placed on L-1 (Steps 12-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (6) an additional one hundred and fifty (\$150) dollars will be placed on L-1 (Steps 11-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

- B. "Effective July 1, 2004, the base salary received during the preceding school year will be increased by 3.5%. In addition to the

percentage increase the following columns and steps will receive the following:

Column (1) an additional two hundred (\$200) dollars will be placed on L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (2) an additional two hundred and fifty (\$250) dollars will be placed on L-1 (Steps 12-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25) and L-5 (Step 26).

Column (3) an additional five hundred (\$500) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (4) an additional four hundred (\$400) dollars will be placed on L-1 (Steps 11-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (5) an additional one hundred and fifty (\$150) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (6) an additional one hundred and fifty (\$150) dollars will be placed on L-1 (Steps 12-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

- C. “Effective July 1, 2005, the base salary received during the preceding school year shall be increased by 3.5%. In addition to the percentage increase the following columns and steps will receive the following:**

Column (1) an additional two hundred (\$200) dollars will be placed on L-2 (Steps 15-17), L-3 (Steps 18-21), L-4 (steps 22-25), and L-5 (Step 26).

Column (2) an additional two hundred and fifty (\$250) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25) and L-5 (Step 26).

Column (3) an additional five hundred (\$500) dollars will be placed on L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (steps 22-25), and L-5 (Step 26).

Column (4) an additional four hundred (\$400) dollars will be placed on L-1 (Steps 12-13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25) and L-5 (Step 26).

Column (5) an additional one hundred and fifty (\$150) dollars will be placed on L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (6) an additional one hundred and fifty (\$150) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

- D. “Effective July 1, 2006, the base salary received during the preceding school year shall be increased by 4.0%. In addition to the percentage increase the following columns and steps will receive the following:**

Column (1) an additional two hundred (\$200) dollars will be placed on L-2 (Steps 16-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (2) an additional two hundred and fifty (\$250) dollars will be placed on L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (3) an additional five hundred (\$500) dollars will be placed on L-2 (Steps 15-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (4) an additional four hundred (\$400) dollars will be placed on L-1 (Step 13), L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (5) an additional one hundred and fifty (\$150) dollars will be placed on L-2 (Steps 15-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

Column (6) an additional one hundred and fifty (\$150) dollars will be placed on L-2 (Steps 14-17), L-3 (Steps 18-21), L-4 (Steps 22-25), and L-5 (Step 26).

- E. There are hereby established for the school years 2003-2004, 2004-2005, 2005-2006, 2006-2007 salary schedules with respect to position for title. The aforementioned salary schedules will now include all steps (1-26) for each column. Copies of each such schedule are attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, respectively, and are incorporated herein and made part of the Agreement as if fully set forth herein.**
- F. Each member of the Unit shall be paid such annual salary as corresponds to the position of title and credited years of service shown on Exhibits “A”, “B”, “C”, and “D”. Salary increments on the**

salary schedules shall be automatic increases for members of the Unit and shall be effective on July 1 of each school year. Employees previously receiving their increments on their anniversary date of employment shall be entitled to increment movement for July 1, 1995 if they had not received an increment in the preceding four months, i.e. since March 1, 1995. New employees shall not receive an increment on the July 1 immediately following their hiring unless they have been working at least six months at that time.

- G. All reassignments to positions with higher Civil Service classifications and all new appointments from a Civil Service list shall be for a probationary period of eight (8) weeks, which probationary period may be extended for one or two additional eight-week periods after direct notification to the employee by the Assistant Superintendent for Human Resources of the reason for the extension. In moving to a higher classification the employee will be placed on the same step as her/his original schedule.**
- H. All employees who are members of the Unit and who are employed on a less than full-time basis or upon an hourly basis shall be paid on a pro-rated basis according to the salary schedules annexed as Exhibit A, Exhibit B, Exhibit C and Exhibit D.**
- I. Overtime shall be paid only if authorized by the employee's immediate supervisor. One and one-half the employee's regular hourly rate of pay shall be paid for services performed for the District in excess of 36-1/4 hours in any one week. However, an employee who has worked in excess of 36-1/4 hours in any one week may accrue, at her/his option, compensatory time at 1-1/2 times the number of hours worked.**
- J. Members of the Unit required to perform services for the District on days designated as holidays or days on which school is closed for emergency reasons shall be paid at one and one-half times the employee's regular daily salary. However, an employee working on such days may accrue, at her/his option, compensatory time at 1-1/2 times the number of hours worked.**
- K. A member of the Unit who is assigned the responsibility for the notification of substitute teachers shall be paid for one and one-half extra hours per school day, at one and one-half her/his regular hourly rate, based upon the employee's respective annual salary.**
- L. The regular daily salary is defined as 1/260th of the annual base salary. The regular hourly salary is defined as 1/1885th of the base annual salary.**

M. Longevity Increments

- 1. Only one longevity increment shall be added to an individual member's salary during any one school year. Years of service as ten-month clerical employees shall be credited for members of the Unit who become twelve-month clerical employees.**

- 2. Movement onto longevity steps for anniversaries indicated below shall be made on July 1. Employees shall move onto the longevity step on the July 1 before the appropriate anniversary if their anniversary falls on or between that July 1 and the following March 1. Employees shall move onto the longevity step on the July 1 after the appropriate anniversary if their anniversary date falls between March 1 and the following July 1.**
 - (a) Employees shall move onto step L-1 (Steps 10 through 13) on the appropriate July 1, as determined above, for the completion of their ninth consecutive year of service during the employee's current period of employment by the District.**

 - (b) Employees shall move onto L-2 (Steps 14 through 17) on the appropriate July 1, as determined above, for the completion of their thirteenth consecutive year of service during the employee's current period of employment by the District.**

 - (c) Employees shall move onto L-3 (Steps 18 through 21) on the appropriate July 1, as determined above for the completion of their seventeenth consecutive year of service during the employee's current period of employment by the District.**

 - (d) Employees shall move onto L-4 (Steps 21 through 25) on the appropriate July 1, as determined above for the completion of their twenty-first consecutive year of service during the employee's current period of employment by the District.**

 - (e) Employees shall move onto L-5 (Step 26) on the appropriate July 1, as determined above for the completion of their twenty-fifth consecutive year of service during the employee's current period of employment by the District.**

3. **Effective July 1, 1977, employees who were previously employed by the District for a minimum of five years and who return or who returned to employment with the District will be credited after three years of new employment for the purpose of salary payments for longevity steps with their prior years of service according to the number of months previously employed and the percentage of full-time salary earned during those months.**
- N. **The President of the Association may designate either herself or himself or other members of the Unit to attend conferences for established educational secretarial associations on the county, state or national level for one or more days, without charge against any other leave, provided that not more than eight full days of such leave be taken in total by the president and her or his designee in any one school year.**

ARTICLE VII.
GROUP INSURANCE AND RETIREMENT PLANS

- A. **The members of the unit shall be covered by the same health insurance as teachers employed by the District. For employees hired on and after February 1, 1996, the District shall pay 80% of the cost of health and excess major medical insurance premiums and the employee shall pay 20% of the cost of health and excess major medical insurance premiums.**

Effective July 1, 2004, any employee hired on or after February 1, 1996 and has completed three (3) years of service with the District, the District will be pay 90% of the total health and excess major medical premium and the employee shall pay 10% of the total health and excess major medical insurance premium.

For employees hired prior to February 1, 1996, effective July 1, 1998, the School district shall pay 90% of the total health and excess major medical insurance premium and the employee shall pay 10% of the total health and excess major medical insurance premium.

- B. **Health Insurance Buy Out:**

At the employee's option, any employee otherwise covered by comparable coverage, may reduce medical insurance coverage for a full year by completing an appropriate form furnished by the District. Any employee changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, 50% of the premium savings.

Employees electing to reduce their coverage must do so by February 1st with the provision of this section taking effect on July 1st. Payment of the employee share shall begin with the first half payment on the second payroll in October and a second payment on the second payroll in April. Full coverage may be reinstated by notifying the District in writing no later than April 1st. Reinstatement shall take place on July 1st.

The District shall waive the April 1st notification if the employee's status changes drastically so as to cause severe hardship as a result of the employee's election to reduce coverage. Such circumstances are limited to death of a spouse, loss of spouse's employment or loss of spouse's insurance coverage.

- C. The District shall provide and pay the entire premium cost of Group Term Insurance insuring each member of the Unit in the principal sum of \$30,000, with double indemnity in case of accident.**
- D. The District shall provide and pay 100% of the premium for the same Dental insurance plan provided for the professional staff, which shall include an orthodontic benefit of \$2,000.**
- E. The District shall provide to members of the Unit eligible to join the New York State Employees Retirement System the non-contributory retirement plan set forth in Section 75I, and the additional minimum death benefit plan set forth in Section 60b of the Retirement and Social Security Law. Voluntary contributions by employees to the annuity plan may continue as provided by law.**
- F. If a member of the Unit suffers loss or destruction of a prosthetic device, such as eye glasses, dentures, or hearing aid, or clothing damaged while acting to stop a disturbance, or while attempting to prevent the destruction of district property, the Board will assume the reasonable cost of the replacement or repair of such items provided such loss, damage, or destruction was not due to the employee's negligence or otherwise covered by Workers' Compensation. The employee must report the incident and loss to her/his immediate supervisor, in writing, within 48 hours, or as soon as possible after the incident occurred.**
- G. The school district will provide through the New York State Employees' Retirement System the benefits available under Section 41j of the Retirement and Social Security Law.**
- H. Commencing in the 1995/96 school year, the School District will implement a so-called "cafeteria plan" pursuant to Internal Revenue Code Section 125 which will permit unit members to pay their share**

of health and excess major medical insurance premiums with before tax dollars.

**ARTICLE VIII.
EMPLOYEE ASSIGNMENTS**

- A.**
- 1. Employees may be reassigned to any position within the District provided that such reassignments are made according to Civil Service regulations.**
 - 2. Any employee who is to be permanently reassigned from one location to another shall receive notice of such reassignment at least two weeks before the reassignment shall become effective.**
 - 3. Consideration shall be given to employee circumstances that are made known in writing to the Assistant Superintendent for Human Resources by the employee following notification of the intended permanent reassignment. The employer, however, in his sole discretion, shall determine the reassignment of personnel.**
 - 4. In the event a reassignment is not desired by an employee, a conference will be held with the Assistant Superintendent for Human Resources, at the discretion of the employee.**

B. Vacancies

- 1. The President of the Association shall be apprised by the Assistant Superintendent for Human Resources of any clerical vacancies in the Unit before such vacancies are advertised.**
- 2. Notices of such vacancy shall be posted in all school offices by the Association.**
- 3. Members of the Unit shall be allowed to make written application for any vacancy to the Assistant Superintendent for Human Resources within the time limit specified. Appointments to any vacancies shall be in the sole discretion of the Assistant Superintendent for Human Resources.**

**ARTICLE IX.
GRIEVANCES**

A. Declaration of Policy

In order to establish a harmonious and cooperative relationship between all members of the Unit and the Board of Education which

will enhance the educational program of Ramapo Central School District (hereinafter referred to as "District"), it is hereby declared to the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed to accomplish these purposes.

B. Definitions

1. **Grievance shall mean a complaint of any one or more members of the Unit based upon an alleged violation of a specific provision or specific provisions set forth in this Agreement. A grievance must be raised within thirty working days of when the aggrieved party knew or should have known of the aggrieved action.**
2. **Representative shall mean the person designated by an aggrieved member of the Unit as his/her counsel or to act in his/her behalf.**
3. **Immediate Supervisor shall mean the building principal or immediate supervisor.**

C. Basic Principles

1. **It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner and to resolve grievances at the earliest possible stage.**
2. **Any employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, discrimination or reprisal.**
3. **Any employee shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.**
4. **Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.**
5. **All hearings shall be confidential.**
6. **It shall be the responsibility of the Superintendent of Schools to take such steps as may be necessary to give force and effect to these procedures. The Immediate Supervisor shall**

have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.

7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations, and policies, and this Agreement, which relate to or affect the employees in the performance of their assignments. They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. **Informal Stage** – The aggrieved employee shall orally present her/his grievance to her/his Immediate Supervisor who shall orally and informally discuss the grievance with the aggrieved employee. The grievance must be presented to the Immediate Supervisor within 30 working days of when the aggrieved employee knew or should have known of the aggrieved action. The Immediate Supervisor shall render his/her determination to the aggrieved employee within ten school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.
2. **Formal Stage**
 - a. Within ten school days after a determination has been made at the preceding stage, the aggrieved employee may make a written request to the Superintendent of Schools or his/her designee for review and determination. If the said Superintendent designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.
 - b. The Superintendent of Schools or his designee shall immediately notify the aggrieved employee and the Immediate Supervisor to submit written statements to him within ten school days setting forth the specific nature of her/his grievance, the facts relating thereto, and the determination(s) previously rendered.
 - c. If such is requested in the written statement of either party pursuant to paragraph b above, the Superintendent of Schools or his designee shall notify all parties concerned in the case of the time and place

when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten school days of receipt of the written statements pursuant to paragraph b.

- d. The Superintendent of Schools or his designee shall render his determination within fifteen school days after the written statements pursuant to paragraph b have been presented to him.

3. Arbitration

- a. If after receipt of the determination of the Superintendent of Schools or his designee, the Association is not satisfied with that decision, the Association may submit the grievance to binding arbitration within twenty-five working days of receipt of the Superintendent's or his designee's decision.
- b. The selection of the arbitrator and the procedures for the arbitration shall be governed by the American Arbitration Association, White Plains office.
- c. The arbitrator shall have no power to alter, amend, modify, add to, or detract from the terms of the Agreement.
- d. The decision of the arbitrator shall be final and binding.
- e. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the District and the Association.

ARTICLE X PRINCIPLES AND NEGOTIATION PROCEDURES

Pursuant to Article 14 of the State Civil Service Law, the Board of Education of Ramapo Central School District hereby adopts the following agreement concerning the methods by which negotiations shall take place with the the Association.

- A. **Negotiable Items:** The Board and the Association agree to negotiate in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning matters including, but not limited to, salaries, the handling of grievances, work load, allowable absence, medical benefits and other fringe benefits.

- B. Negotiating Team:** The Board or designated representatives of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representative(s) of the other party.
- C. Opening Negotiations:** Upon a request of either party for a meeting to open negotiations on a successor agreement, a mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request.
- D. Negotiation Procedures:**
- 1. Following the initial meeting as described in paragraph C, such additional meetings shall be held until the parties reach an agreement on the items or until impasse is reached. Negotiating sessions may not be held during the school day unless by mutual agreement or unless so scheduled by a Public Employment Relations Board (PERB) representative. A caucus can be called by either party as it is deemed necessary.**
 - 2. While no final agreement shall be executed without ratification by the Board and the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals, and reach compromises in the course of negotiations.**
- E. Consultants:** The parties may call upon consultants to assist in preparing for negotiations, and advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- F. Reaching Agreement:** As tentative agreement is reached on each individual item being negotiated, that item shall be reduced to writing. This is merely a note-keeping device to the mutual benefit of both parties. When agreement is reached concerning the entire negotiating package, the proposed agreement shall be reduced to writing and submitted to the Board and Association for approval. Following approval by the Board and Association membership, the Board shall take that action which is necessary to make the proposed agreement official.

- G. Record Keeping: Each party shall be responsible for the record keeping that it desires to maintain during the various negotiation meetings.**

**ARTICLE XI.
NEGOTIATIONS**

This Agreement is the result of full and complete negotiations between the District and the Unit. No further negotiations may be had during the term of this Agreement, except upon mutual consent.

Copies of this Agreement, including the Grievance Procedure, shall be made available by the District to the Association in sufficient numbers for distribution to all present members of the Unit. The Assistant Superintendent for Human Resources shall supply each new employee with a copy of the Agreement.

**ARTICLE XII.
NO STRIKE**

The Association does not assert the right to strike against the District or to assist or participate in any such strike or impose an obligation to conduct, assist or participate in any strike against the District.

**ARTICLE XIII.
TAYLOR LAW PROVISION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

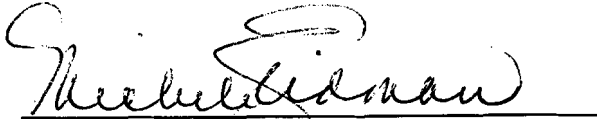
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Dated: _____

For the Association:

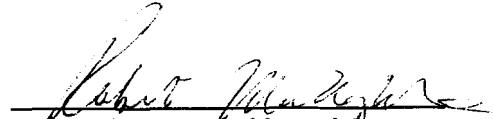


**Alberta Klein
RESA Co-President**



**Michele Zeidman
RESA Co-President**

For the District:



**Dr. Robert MacNaughton
Superintendent of Schools**



**Deborah S. Pappas
President, Board of Education**

RAMAPO CENTRAL SCHOOL DISTRICT
 SALARY SCHEDULE FOR SECRETARIAL AND CLERICAL PERSONNEL
 2003-04
 3.00%

Adjustments started on STEP	(1)	(2)	(3)	(4)	(5)	(6)
	\$200 Step 13	\$250 Step 11	\$500 Step 12	\$400 Step 10	\$150 Step 12	\$150 Step 11
1	26,268	27,230	28,317	30,372	34,107	34,828
2	27,472	28,565	29,528	32,322	35,432	36,159
3	28,787	29,760	30,854	33,135	36,875	37,601
4	30,372	31,332	32,297	34,589	38,447	39,166
5	31,811	32,896	33,863	36,159	40,009	40,741
6	33,382	34,344	35,432	37,713	41,456	42,172
7	34,521	35,484	36,571	38,853	42,597	43,313
8	34,521	35,484	36,571	38,853	42,597	43,313
9	34,521	35,484	36,571	38,853	42,597	43,313
10/L-1	35,991	36,955	38,036	40,722	44,060	44,783
11	35,991	37,205	38,036	40,722	44,060	44,933
12	35,991	37,205	38,536	40,722	44,210	44,933
13	36,191	37,205	38,536	40,722	44,210	44,933
14/L-2	37,659	38,668	40,014	42,189	45,681	46,408
15	37,659	38,668	40,014	42,189	45,681	46,408
16	37,659	38,668	40,014	42,189	45,681	46,408
17	37,659	38,668	40,014	42,189	45,681	46,408
18/L-3	39,124	40,133	41,476	43,663	47,145	47,873
19	39,124	40,133	41,476	43,663	47,145	47,873
20	39,124	40,133	41,476	43,663	47,145	47,873
21	39,124	40,133	41,476	43,663	47,145	47,873
22/L-4	40,591	41,602	42,938	45,128	48,616	49,342
23	40,591	41,602	42,938	45,128	48,616	49,342
24	40,591	41,602	42,938	45,128	48,616	49,342
25	40,591	41,602	42,938	45,128	48,616	49,342
26/L-5	41,505	42,516	43,850	46,040	49,527	50,258

- (1) CLERK-TYPIST; CLERK; TELEPHONE OPERATOR-TYPIST
- (2) PAYROLL CLERK-TYPIST; ACCOUNT CLERK; CLERK-STENOGRAPHER
- (3) SENIOR CLERK-TYPIST; LIBRARY CLERK-TYPIST I; SECRETARIAL TYPIST
- (4) SECRETARY I; SENIOR CLERK-STENOGRAPHER; PRINCIPAL PURCHASING CLERK;
- (5) SECRETARY II
- (6) SENIOR PAYROLL CLERK

RAMAPO CENTRAL SCHOOL DISTRICT
 SALARY SCHEDULE FOR SECRETARIAL AND CLERICAL PERSONNEL
 2004-05
 3.50% PROPOSED

Adjustments started on STEP	(1)	(2)	(3)	(4)	(5)	(6)
	\$200 Step 14	\$250 Step 12	\$500 Step 13	\$400 Step 11	\$150 Step 13	\$150 Step 12
1	27,187	28,183	29,308	31,435	35,301	36,047
2	28,434	29,565	30,561	33,453	36,672	37,425
3	29,795	30,802	31,934	34,295	38,166	38,917
4	31,435	32,429	33,427	35,800	39,793	40,537
5	32,924	34,047	35,048	37,425	41,409	42,167
6	34,550	35,546	36,672	39,033	42,907	43,648
7	35,729	36,726	37,851	40,213	44,088	44,829
8	35,729	36,726	37,851	40,213	44,088	44,829
9	35,729	36,726	37,851	40,213	44,088	44,829
10/L-1	37,251	38,248	39,367	42,147	45,602	46,350
11	37,251	38,507	39,367	42,547	45,602	46,506
12	37,251	38,757	39,885	42,547	45,757	46,656
13	37,458	38,757	40,385	42,547	45,907	46,656
14/L-2	39,177	40,272	41,915	44,066	47,430	48,183
15	39,177	40,272	41,915	44,066	47,430	48,183
16	39,177	40,272	41,915	44,066	47,430	48,183
17	39,177	40,272	41,915	44,066	47,430	48,183
18/L-3	40,693	41,788	43,428	45,591	48,945	49,699
19	40,693	41,788	43,428	45,591	48,945	49,699
20	40,693	41,788	43,428	45,591	48,945	49,699
21	40,693	41,788	43,428	45,591	48,945	49,699
22/L-4	42,212	43,308	44,941	47,107	50,467	51,220
23	42,212	43,308	44,941	47,107	50,467	51,220
24	42,212	43,308	44,941	47,107	50,467	51,220
25	42,212	43,308	44,941	47,107	50,467	51,220
26/L-5	43,158	44,254	45,885	48,051	51,410	52,168

- (1) CLERK-TYPIST; CLERK; TELEPHONE OPERATOR-TYPIST
- (2) PAYROLL CLERK-TYPIST; ACCOUNT CLERK; CLERK-STENOGRAPHER
- (3) SENIOR CLERK-TYPIST; LIBRARY CLERK-TYPIST I; SECRETARIAL TYPIST
- (4) SECRETARY I; SENIOR CLERK-STENOGRAPHER; PRINCIPAL PURCHASING CLERK;
- (5) SECRETARY II
- (6) SENIOR PAYROLL CLERK

SALARY SCHEDULE FOR SECRETARIAL AND CLERICAL PERSONNEL

2005-06

3.50% PROPOSED

Adjustments started on STEP	(1)	(2)	(3)	(4)	(5)	(6)
	\$200 Step 15	\$250 Step 13	\$500 Step 14	\$400 Step 12	\$150 Step 14	\$150 Step 13
1	28,139	29,169	30,334	32,535	36,537	37,309
2	29,429	30,600	31,631	34,624	37,956	38,735
3	30,838	31,880	33,052	35,495	39,502	40,279
4	32,535	33,564	34,597	37,053	41,186	41,956
5	34,076	35,239	36,275	38,735	42,858	43,643
6	35,759	36,790	37,956	40,399	44,409	45,176
7	36,980	38,011	39,176	41,620	45,631	46,398
8	36,980	38,011	39,176	41,620	45,631	46,398
9	36,980	38,011	39,176	41,620	45,631	46,398
10/L-1	38,555	39,587	40,745	43,622	47,198	47,972
11	38,555	39,855	40,745	44,036	47,198	48,134
12	38,555	40,113	41,281	44,436	47,358	48,289
13	38,769	40,363	41,798	44,436	47,514	48,439
14/L-2	40,548	41,931	43,882	46,008	49,240	50,020
15	40,748	41,931	43,882	46,008	49,240	50,020
16	40,748	41,931	43,882	46,008	49,240	50,020
17	40,748	41,931	43,882	46,008	49,240	50,020
18/L-3	42,317	43,500	45,448	47,586	50,808	51,589
19	42,317	43,500	45,448	47,586	50,808	51,589
20	42,317	43,500	45,448	47,586	50,808	51,589
21	42,317	43,500	45,448	47,586	50,808	51,589
22/L-4	43,889	45,073	47,014	49,155	52,384	53,163
23	43,889	45,073	47,014	49,155	52,384	53,163
24	43,889	45,073	47,014	49,155	52,384	53,163
25	43,889	45,073	47,014	49,155	52,384	53,163
26/L-5	44,868	46,052	47,991	50,132	53,360	54,144

- (1) CLERK-TYPIST; CLERK; TELEPHONE OPERATOR-TYPIST
- (2) PAYROLL CLERK-TYPIST; ACCOUNT CLERK; CLERK-STENOGRAPHER
- (3) SENIOR CLERK-TYPIST; LIBRARY CLERK-TYPIST I; SECRETARIAL TYPIST
- (4) SECRETARY I; SENIOR CLERK-STENOGRAPHER; PRINCIPAL PURCHASING CLERK;
- (5) SECRETARY II
- (6) SENIOR PAYROLL CLERK

SALARY SCHEDULE FOR SECRETARIAL AND CLERICAL PERSONNEL

2006-07

4.00%

Adjustments started on STEP	(1) \$200 Step 16	(2) \$250 Step 14	(3) \$500 Step 15	(4) \$400 Step 13	(5) \$150 Step 15	(6) \$150 Step 14
1	29,265	30,336	31,547	33,836	37,998	38,801
2	30,606	31,824	32,896	36,009	39,474	40,284
3	32,072	33,155	34,374	36,915	41,082	41,890
4	33,836	34,907	35,981	38,535	42,833	43,634
5	35,439	36,649	37,726	40,284	44,572	45,389
6	37,189	38,262	39,474	42,015	46,185	46,983
7	38,459	39,531	40,743	43,285	47,456	48,254
8	38,459	39,531	40,743	43,285	47,456	48,254
9	38,459	39,531	40,743	43,285	47,456	48,254
10/L-1	40,097	41,170	42,375	45,367	49,086	49,891
11	40,097	41,449	42,375	45,797	49,086	50,059
12	40,097	41,718	42,932	46,213	49,252	50,221
13	40,320	41,978	43,470	46,613	49,415	50,377
14/L-2	42,170	43,858	45,637	48,248	51,210	52,171
15	42,378	43,858	46,137	48,248	51,360	52,171
16	42,578	43,858	46,137	48,248	51,360	52,171
17	42,578	43,858	46,137	48,248	51,360	52,171
18/L-3	44,210	45,490	47,766	49,889	52,991	53,803
19	44,210	45,490	47,766	49,889	52,991	53,803
20	44,210	45,490	47,766	49,889	52,991	53,803
21	44,210	45,490	47,766	49,889	52,991	53,803
22/L-4	45,845	47,126	49,394	51,521	54,630	55,440
23	45,845	47,126	49,394	51,521	54,630	55,440
24	45,845	47,126	49,394	51,521	54,630	55,440
25	45,845	47,126	49,394	51,521	54,630	55,440
26/L-5	46,863	48,144	50,410	52,537	55,645	56,460

(1) CLERK-TYPIST; CLERK; TELEPHONE OPERATOR-TYPIST

(2) PAYROLL CLERK-TYPIST; ACCOUNT CLERK; CLERK-STENOGRAPHER

(3) SENIOR CLERK-TYPIST; LIBRARY CLERK-TYPIST I; SECRETARIAL TYPIST

(4) SECRETARY I; SENIOR CLERK-STENOGRAPHER; PRINCIPAL PURCHASING CLERK;

(5) SECRETARY II

(6) SENIOR PAYROLL CLERK