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**Contract Database Metadata Elements**

Title: **Ramapo Central School District and Ramapo Central School District Custodial & Maintenance Organization (2003)**

Employer Name: **Ramapo Central School District**

Union: **Ramapo Central School District Custodial & Maintenance Organization**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **6018**

Unit Size: **60**

Number of Pages: **28**

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6018

**AN AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**RAMAPO CENTRAL SCHOOL DISTRICT**  
**SUFFERN, NEW YORK**  
**AND**  
**RAMAPO CENTRAL SCHOOL DISTRICT**  
**CUSTODIAL AND MAINTENANCE ORGANIZATION**  
**SUFFERN, NEW YORK**

**July 1, 2003 – June 30, 2007**

**RECEIVED**

JUN 01 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

60



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**AGREEMENT made this 8<sup>th</sup> day of December 2003, by and 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 RAMAPO CENTRAL SCHOOL DISTRICT CUSTODIAL AND MAINTENANCE ORGANIZATION, an unincorporated association of seven or more persons, having its principal office at Suffern High School, Viola Road, Suffern, New York, hereinafter called "Organization";**

**W I T N E S S E T H**

**WHEREAS, the District has established, pursuant to Section 207 of the Civil Service Law A Custodial and Maintenance Personnel negotiating unit (hereinafter called "Unit"); and**

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

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

**WHEREAS, negotiations have taken place between the District and the Organization 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 Custodial and Maintenance Personnel Unit (as heretofore determined), shall be represented in negotiations and in the settlement of grievances by the Organization. The Organization shall have, and is hereby granted, during the time the Organization is certified or recognized as the representative of the members of the Unit, 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.        LEAVE DURING THE SCHOOL YEAR**

**A.        General Annual Provisions**

- 1.        For the purpose of this article the term "member of the Unit or "employee" shall be deemed to exclude part-time employees paid at an hourly rate but shall include ten-month employees to the extent provided for in Subdivisions B., F. and G.**
  
- 2.        Each member of the Unit who has five (5) or more consecutive years of service and who has accumulated twenty-five (25) days of paid leave shall be credited with twenty-five (25) days of paid leave. The Superintendent of Schools shall have the discretion to waive the preceding requirement regarding the accumulation of twenty-five (25) days of paid leave if, in his sole discretion, there are extenuating circumstances pertaining to any member of the Unit. Unit members who have five (5) or more consecutive years of service and who have not accumulated twenty-five (25) days of paid leave shall be credited with twelve (12) days of paid leave until such time as they have accumulated twenty-five (25) days of paid leave. Each member of the Unit with less than five (5) consecutive years of service shall be credited with twelve (12) days of paid leave. Individuals who commence employment after July during their first year of employment will be credited with paid leave at the rate of one (1) day a month for each month of employment until the beginning of the next school year. The use of paid leave is subject to the restrictions hereinafter contained.**
  
- 3.        A member of the Unit, upon written notice of five (5) calendar days in advance (which notice may be waived in the event of extreme emergency) may use two (2) 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 two (2) days before and after an employee's annual vacation, if taken for more than three (3) days, or the Thanksgiving vacation, or the day immediately preceding or immediately following any other school holiday and annual vacations of three (3) days or less except for unforeseen emergencies and upon the approval of the Assistant Superintendent for Human Resources.**
  - a.        The Assistant Superintendent for Human Resources, in his/her 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.**
- 4. Three (3) days of paid leave may be used in any one-year for mourning a death in the family of the employee. The Assistant Superintendent for Human Resources may grant additional days for this purpose upon application therefor.**
- 5. The total number of days of credited paid leave for the current year, less the number of days theretofore used within the year under paragraph "3", and "4", hereof, may be used in any one year because of sickness in the employee's family.**
- 6a. If a member of the unit uses a total of more than seven (7) days of paid leave in one year, or if a member of the unit uses more than four (4) days of sick leave consecutively, he/she may be required by the Director of School Facilities or his designee, to provide his office with a doctor's excuse stating the nature of the illness or injury, before being allowed to return to work.**
  - 6b. An employee may use all of his leave not theretofore previously used, plus all of his accumulated leave (as hereinafter provided) during any one year because of illness of the employee. An examination of the employee by a qualified physician selected by the District may be required when such leave extends beyond eight (8) consecutive days.**
- 7. 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 any employee to receive paid leave for attending jury duty, the employee must have registered for night before notice procedures if available. The amount of jury pay received for jury duty shall be reimbursed to the District less the employee's mileage and meals.**

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 Worker's Compensation Act.

After one year of illness due to injury sustained by an employee while on duty, such employee may use his accumulated days of leave until the same are completely used.

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. Once exhausted, the fifty (50) day bank will not be replenished. 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 employee 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 one (1) year, whichever term is shorter.

F. Attendance Incentive

Any member of the unit that has perfect attendance, uses zero (0) days for sick leave in any fiscal year will receive two (2) additional vacation days.

Any unit member that uses one (1) but no more than three (3) days of sick leave will receive one (1) additional vacation day.



**Any unit member that uses three (3) but no more than five (5) days of sick leave will receive one-half (.5) additional vacation day. Any unit member that uses more than five (5) days of sick leave will not be afforded the benefits of this provision.**

**Use of personal days, bereavement and absences due to injury that occurred while on the job shall not be calculated for use of this provision.**

**These additional days will be added to the employee's vacation total at the beginning of the fiscal year, July 1, and will not be counted toward the maximum accumulated vacation days as outlined in Article IV, section B of this Agreement.**

**F. Ten-Month Employees**

**At the beginning of each school year, ten-month employees who are employed for eight hours a day shall be credited with ten days of paid leave which may be used for personal illness and accumulated. One day of the ten days may be used for personal absence within the provisions of Article III, Subdivision 3 of this Agreement.**

**G. All employees of the Custodial-Maintenance Department shall notify the office of the Director of School Facilities when he/she will be absent. If no one is in the office of the Director of School Facilities, the employee shall leave a message on the answering machine indicating that he/she will be absent. Failure to notify the Director of School Facilities' office may result in a loss of pay for the day in question. In the event the answering machine is not in operation, the employee is required to continue calling the office until someone is in the office to receive the message.**

**H. The President of the Association or his designee shall have up to three paid leave days per year to conduct Association business.**

**ARTICLE IV. VACATION AND HOLIDAYS**

**A. For the purpose of this Article the term "member of the Unit" or "employee" shall be deemed to exclude part-time employees but shall include ten-month employees paid at an hourly rate, to the extent provided for in subdivision D.**

**B. Members of this Unit employed on a twelve-month per year basis for at least forty hours per week, and no others, shall be entitled to annual paid vacations under the following conditions, to wit:**

- 1. Vacation time shall be earned at the rate of one (1) day for each month during the preceding school year that the member of the Unit was employed; 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 22 total 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 shall be counted as a full year.**
  - 2. Any employee who leaves the District before completing the school year in which he was hired shall not be entitled to any paid vacation.**
  - 3. All vacations shall be scheduled and approved by the Director of School Facilities or his designee. The assignment of vacation schedules shall be in the sole discretion of the Director of School Facilities. Vacation requests shall be submitted at least five (5) days in advance. Vacation shall be submitted on the standard "Request for Time Off" form provided by the District. The District shall make available to each employee by June 1<sup>st</sup> of each school year, the number of vacation days to which the employee is entitled during the following school year.**
  - 4. When a paid holiday listed below in Paragraph C occurs during the vacation schedule of an employee, such holiday shall not be counted as a day of vacation.**
  - 5. All vacations shall be so scheduled that the business of the District may proceed unabated.**
- C. In addition to the provisions of Paragraph B of this Article, the following holidays are established and every member of the Unit meeting the qualifications set forth in Paragraph B shall receive each of them will full pay.**

**The holidays for 2003-2004, 2004-2005, 2005-2006 and 2006-2007 shall total sixteen (16) in each year. The specific dates will be mutually agreed upon by the District and the Organization.**

**In case any of the holidays set forth above are changed due to Presidential Order, Act of Congress, Act of the State Legislature, Proclamation by the Governor, or any act or order by any governing body, the Holidays shall be held on their newly designated days.**

Each member of the unit shall be given an additional paid holiday on his/her birthday.

On days of Superintendent's Conferences, each member of the Unit shall perform services for four hours. In addition, if the Memorial Day Holiday is extended during any school year, members of the Unit shall work the same schedule as that of the teaching staff. In addition, if the Memorial Day holiday is extended during any school year, members of the Unit shall work the same schedule as that of the teaching staff. If any unused emergency closing make-up days are "given back" to the teaching staff in lieu of unused snow days and said days are to be credited at another time other than the Memorial Day Holiday then members of the Unit shall also work the same schedule as that of the teaching staff.

Should the school calendar provide for fewer than two (2) days for Superintendent's Conferences, each member of the Unit will receive an additional 1/260th of its annual salary.

All members of the Unit are required to provide services on days when the schools of the district are closed due to district-wide emergency. Each member of the Unit who provides services on any day the schools are closed or dismissed early due to a District-wide emergency shall be paid at one and one-half of the regular hourly rate. On days on which the members so work when schools have been closed for snow covered or icy roads, one-half hour of travel time will be counted towards their hours of work for the day.

- D. Ten-month employees of the Unit who are employed eight hours per day shall receive two vacation days at Thanksgiving with full pay and shall receive full pay for each day that school is closed during the winter recess.

#### **ARTICLE V. SALARIES AND TRANSFERS IN POSITIONS**

- A. Effective July 1, 2003, the base salary received during the preceding school year shall be increased by 3.0%. In addition, Longevity 1 (L-1) will now be replaced with four steps on the salary schedule (Steps 10, 11, 12 and 13). Step 10 for each column will be adjusted as follows:

Column (1) Step 10 will be twelve hundred and fifty (\$1250) dollars more than Step 9.

Columns (2), (3), (4), and (5), Step 10, will be fifteen hundred (\$1500) dollars more than Step 9.

**Step 10 will receive the appropriate percentage increases in the following years of this agreement**

**It is hereby agreed that the salary adjustment stated above will not be reflected in any unit members overtime pay from July 1, 2003 to January 3, 2004. After January 3, 2004, the adjustments made above will be calculated for overtime pay.**

- B. Effective July 1, 2004, the base salary received during the preceding school year shall be increased by 3.5%. In accordance with the above, Step 11 for each column will be adjusted as follows:**

**Column (1) Step 11 will be two hundred and fifty (\$250) dollars more than Step 10.**

**Columns (2), (3), (4), and (5), Step 11, will be five hundred (\$500) dollars more than Step 10.**

**Step 11 will receive the appropriate percentage increases in the following years of this agreement.**

- C. Effective July 1, 2005, the base salary received during the preceding school year shall be increased by 3.5%. In accordance with the above, Step 12 for each column will be adjusted as follows:**

**Column (1) Step 12 will be two hundred and fifty (\$250) dollars more than Step 11.**

**Columns (2), (3), (4), and (5) Step 12 will be five hundred (\$500) dollars more than Step 11.**

**Step 12 will receive the appropriate percentage increases in the following years of this agreement.**

- D. Effective July 1, 2006, the base salary received during the preceding school year shall be increased by 4.0%. In accordance with the above, Step 12 for each column will be adjusted as follows:**

**Column (1) Step 13 will be two hundred and fifty (\$250) dollars more than Step 12.**

**Columns (2), (3), (4), and (5) Step 13 will be five hundred (\$500) dollars more than Step 12.**

**Step 13 will receive the appropriate percentage increases in the following years of any successor agreement.**

- E. There is hereby established for the school years 2003-2004, 2004-2005, 2005-2006, 2006-2007 salary schedules with respect to position or title and years of service in the District in such position or title. Copies of such schedules for the 2003-2004, 2004-2005, 2005-2006, 2006-2007 school years are annexed hereto as Exhibits A, B, C and D respectively.**

**As of July 1, 1999, each member of the Unit shall be paid such annual salary as corresponds to the position or title and years of service shown on Exhibit A. Each member shall advance automatically on the schedule for 2003-2004, 2004-2005, 2005-2006, 2006-2007. Full-time employees shall work forty (40) hours per week, except that the workday will be seven hours when students in none of the schools of the district need be in attendance.**

- F. All transfers 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; then two additional periods of eight weeks may be added to extend the period of probation after direct notification by the Assistant Superintendent for Human Resources to the employee of the reason for each extension.**
- G. All employees who are members of the Unit and 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 appropriate salary schedule.**
- H. When an employee is transferred to a position with a salary schedule greater than his present schedule, he shall be transferred without any reduction in salary step.**
- I. If an employee is transferred to a position with a different salary schedule because of Civil Service reclassification, he shall be placed on the salary step of the position with the same or next higher salary as compared to his salary step in his original position. If the employee returns to the original position, he shall be placed on salary step adjusted from his previous step in that position, giving credit only for the time he was out of that position.**

**The Director of School Facilities shall advise the President of the Organization whenever in the Unit any new position is to be created,**

any position is to be abolished, or any position becomes vacant. Such notice shall be posed on the time clock in each building by the custodial supervisor in the building for a period of at least five days and a copy of the postings for all job openings shall be sent to the President of the Association.

The District shall send copies of notices of dates for civil service examinations to the President of the Association.

The employment or dismissal of any member of the Unit shall be through the office of the Assistant Superintendent for Human Resources. Any employee who is dismissed shall be told of the reason for such dismissal.

- J. The assignment of overtime shall be at the sole discretion of the Director of School Facilities or his designee. Consideration may be given to all employees for such assignments. Overtime will be paid at one and one-half (1 and ½) times the employee's hourly rate. Overtime on the sixteen (16) designated holidays will be paid at two (2) times the employee's hourly rate.
- K. Overtime worked prior to and including one payday shall be paid for on the following payday. All overtime hours shall be clearly stated on each pay stub.
- L. Members of the Unit who are called to work in an emergency situation shall be paid for at least two hours of overtime work, provided, that the arrival time at work shall be at least two clock hours before the beginning of the normal work shifts of the employees. Employees called to work in an emergency situation who report to work at a time less than two clock hours before the beginning of their normal work shifts shall be paid overtime for actual time worked.
- M. All members of the Unit shall punch in and out on a time clock.
- N. When any position in the Unit is to be abolished by the Board of Education, any employee who will be dismissed because of this action shall be notified at least sixty (60) days prior to the abolishment of the position.
- O. It is agreed that district employees in the titles of Custodian III, Supervisor of Maintenance or Director of School Facilities are not members of the Unit and shall not be represented in negotiations and the settlement of grievances by the Organization.

**P. Longevity Increments**

- 1. Only one longevity increment shall be added to an individual member's salary during any one school year.**
- 2. Movement onto longevity steps for the 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 (Step 14) on the appropriate July 1, as determined above, for the completion of their thirteenth consecutive year of service during their present period of employment by the District.**
  - b. Employees shall move onto Step L-2 (Step 18) on the appropriate July 1, as determined above, for the completion of their seventeenth consecutive year of service during their present period of employment by the District.**
  - c. Employees shall move onto Step L-3 (Step 22) on the appropriate July 1, as determined above, for the completion of their twenty-first consecutive year of service during their present period of employment by the District.**
  - d. Employees shall move onto Step L-4 (Step 23) on the appropriate July 1, as determined above, for the completion of their twenty-second consecutive year of service during their present period of employment by the District.**

**Longevity's L-1, L-2 and L-3 will be one thousand (\$1000) dollars.**

**Longevity L-4 will be fifteen hundred (\$1500) dollars.**

- Q. The Board of Education agrees to deduct from the salaries of members of the Unit dues for Ramapo Central School District Custodial and Maintenance Organization as said members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Organization. Dues deduction authorization forms shall be**

**submitted through the President of the Ramapo central School District Custodial and Maintenance Organization to the School Business Administrator.**

**Dues deductions shall be made on consecutive paydays in equal installments, beginning with the first pay period in July. In addition, those employees who choose to join the Organization after the first deduction shall have their deductions made on whatever of the above deduction days remain and on such consecutive paydays. The authority to make such deductions shall be continuous while the employee remains a member of the Unit and the Organization remains the representative organization, or until withdrawn in writing.**

**All members of the bargaining unit who are not members of the Association shall be required to pay an agency fee to the Association in an amount equivalent to association dues. The District shall deduct the Agency Fee from the salaries of all non-Association members and shall transmit the sums so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members.**

**Upon request of any employee, the Association shall provide a detailed accounting of its expenditures. The Association represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction which represents that employee's pro rata share of expenditures in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.**

- R. A member of the Unit required to go to a building in response to a burglar alarm call shall receive ten dollars in expenses for each such occasion.**
- S. Unit members at the Middle School and Senior High School who are assigned supervisory responsibilities, as designated by the Board of Education, shall receive a salary differential which shall be determined by multiplying the particular unit member's salary, as reflected on the appropriate annual salary schedule by 1.04. This provision shall be limited solely to those individuals who hold the title "Custodian I", "Custodian II" and "Maintenance Mechanic". Currently there are a total of six unit members eligible for this provision.**
- T. Unit members at the Middle School and Senior High School who are assigned a Tuesday through and including Saturday work schedule shall receive an annual \$1,000.00 stipend prorated at the end of the school year which shall be in addition to the amount of the particular**



unit member's salary, as reflected on the appropriate annual salary schedule. Currently there are two unit members eligible for this provision.

- U. The unit member who is assigned "transportation" responsibilities, as designated by the Board of Education, shall receive an annual \$1,000.00 stipend prorated at the end of the school year which shall be in addition to the amount of the particular unit member's salary, as reflected on the appropriate annual salary schedule.
- V. Any unit member that is assigned to an elementary school and the Administrative Office Building shall receive an annual \$1000.00 stipend prorated at the end of the school year which shall be in addition to the amount of the particular unit member's salary, as reflected on the appropriate annual salary schedule. Currently there is one unit member eligible for this provision.
- W. Any unit member that is assigned pool maintenance responsibilities as designated by the District shall receive an annual \$1000.00 stipend prorated at the end of the school year which shall be in addition to the amount of the particular unit member's salary, as reflected on the appropriate annual salary schedule. The unit member will only receive said stipend after obtaining and maintaining proper certification and training. The certification and training will be at no cost to the member.
- X. Any unit member that is assigned to traffic control responsibilities on public roads as designated by the District, shall receive an annual \$500.00 stipend prorated at the end of the school year which shall be in addition to the amount of the particular unit member's salary. Any unit member so designated will receive the proper training, at no cost to the member and during his/her work hours, before volunteering for such duty. In addition, the District agrees that this position will only be used at the following schools: Ramapo Middle School and Viola Elementary School. The District will seek volunteers for these positions and in no way will direct any unit member to be assigned traffic responsibilities if he/she does not volunteer.

**ARTICLE VI.            GROUP INSURANCE AND RETIREMENT PLANS.**

- A.    1.    **Members of the Unit employed on a full-time basis shall be covered by the same health insurance plan as the teachers employed by the District. The District will pay 90% of this coverage for all eligible members of the unit who have three (3) years of service or greater. The employee shall pay 10%.**

**2. The District will pay 80% of the cost of this coverage for all eligible members of the unit with less than three (3) years of service. The employee shall pay 20%.**

**3. 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 1<sup>st</sup> with the provision of this section taking effect on July 1<sup>st</sup>. Payment of the employee share shall begin with the first half payment on the second payroll in April. Full coverage may be reinstated by notifying the District in writing no later than April 1<sup>st</sup>. Reinstatement shall take place on July 1<sup>st</sup>.**

**The District shall waive the April 1<sup>st</sup> 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.**

- B. The District shall provide and pay 100% of the premium for the same Dental insurance plan provided for the teachers employed by the District which shall include an orthodontic benefit of \$2,000.00.**
- C. The District shall provide and pay 100% of the premium for the same life insurance plan provided for the teachers employed by the District, which shall be in the amount of \$30,000.00.**
- D. Commencing during the 1995-96 school year, the School District will implement a "Cafeteria Plan" pursuant to Internal Revenue Code S125 which will permit Association members to pay their share of health insurance and excess major medical insurance premiums with before-tax dollars.**
- 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 75c 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. Effective July 1, 1987, the District shall change to the plan set forth in Section 75i.

- F. 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.
- G. The Board of Education will provide reimbursement for repair or value, whichever is less, of eye glasses or dentures damaged or destroyed during the course of an incident to employment, provided the loss is not caused by negligence of the claimant.

#### **ARTICLE VII. UNIFORMS**

- A. The District shall annually provide every member of the Unit employed on a full-time basis with uniforms. The Director of School Facilities or his designee shall meet with the President of this unit or his designee and agree on the uniform options within the District Budget Line Appropriation. This meeting should take place in March.
- B. Each employee is required to wear a clean uniform at all times.

#### **ARTICLE VIII. 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 be 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 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 of a violation, misapplication, or a misinterpretation of the existing laws, rules, regulations, policies, or this Agreement, excepting any and all matters affecting hearings brought after charges and specifications served in a proceeding to dismiss a member of the Unit from service to the District.
  - 2. **Representative** shall mean the person designated by an aggrieved member of the unit as his counsel or to act in his behalf.

3. **Immediate Supervisor shall mean the Director of School Facilities.**

**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 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 Assistant Superintendent for Business 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. Informal Stage**

**The aggrieved employee shall orally present his grievance to the Director of School Facilities who shall orally and informally discuss the grievance with the aggrieved employee. A grievance must be presented within 30 working days of when the aggrieved employee knew or should have known of the aggrieved action. The Director of School Facilities shall render his determination to the aggrieved employee within five school days after the grievance has been**

presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.

**E. Formal Stage**

- 1. Within five 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 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.**
- 2. The Superintendent of Schools or his designee shall immediately notify the aggrieved employee and the Assistant Superintendent for Business to submit written statements to him within five school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.**
- 3. If such is requested in the written statement of either party pursuant to paragraph 2 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 five school days of receipt of the written statements pursuant to paragraph 2.**
- 4. The Superintendent of Schools or his designee shall render his determination within ten school days after the written statements pursuant to paragraph 2 have been presented to him.**
- 5. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the Board stage.**

**F. Board Stage**

**The aggrieved employee may, within five days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Superintendent. The Board of Education shall hold a hearing to obtain further information regarding the case. The Board of Education shall render a final decision within ten school days after receiving the request for review.**

**ARTICLE IX. COPIES OF AGREEMENT**

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

**ARTICLE X. PRINCIPLES AND NEGOTIATION PROCEDURES**

Pursuant to Article 15 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 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. In any given year, such request shall be made not earlier than November 1, nor later than January 1, except by mutual consent.
- 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. **Press Releases:** The parties agree that, during the period of negotiations and prior to reaching an agreement which is to be submitted to the Board and the Association, the proceedings shall not be released to the public unless prior written notice has been given to the other party before releasing anything to the press.
- G. **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 necessary to make the proposed agreement official.
- H. **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.

**ARTICLE XII. NO STRIKE**

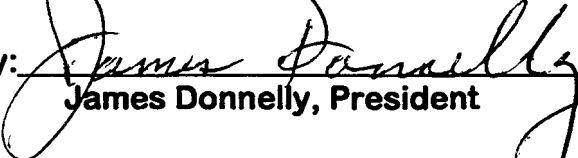
The Organization does not assert the right to strike against the District or to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in any strike against the District.

**ARTICLE XIII. TAYLOR LAW PROVISION**

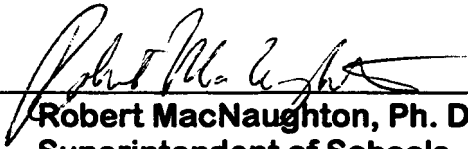
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

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

**RAMAPO CENTRAL SCHOOL DISTRICT  
CUSTODIAL AND MAINTENANCE ORGANIZATION**

By:   
James Donnelly, President

**RAMAPO CENTRAL SCHOOL DISTRICT**

By:   
Robert MacNaughton, Ph. D.  
Superintendent of Schools

By:   
Deborah S. Rappin  
President, Board of Education



Recipient: Board of Education

**2003-04 CUSTODIAL & MAINTENANCE SCHEDULE**

INCREASE BY 3.00%  
 LONGEVITY INCREMENTS \$1,000 L1 - L3  
 \$1,500 L4  
 Additional Longevity Adj. Step 10 \$250 Col 1  
 \$500 Cols 2-3-4-5

STEP	(1)	(2)	(3)	(4)	(5)
1	26,867	30,702	35,266	37,184	30,475
2	28,070	31,660	36,702	38,864	31,660
3	29,265	32,632	38,146	40,551	32,867
4	30,475	33,826	39,584	42,223	34,545
5	32,145	35,026	41,022	43,900	36,467
6	33,588	36,226	42,458	45,581	38,387
7	35,026	37,658	43,900	47,268	40,307
8	36,467	39,104	45,341	49,180	42,223
9	37,905	40,551	46,778	51,097	44,137
10	39,155	42,051	48,278	52,597	45,637
11	39,155	42,051	48,278	52,597	45,637
12	39,155	42,051	48,278	52,597	45,637
13	39,155	42,051	48,278	52,597	45,637
14/L1	40,155	43,051	49,278	53,597	46,637
15	40,155	43,051	49,278	53,597	46,637
16	40,155	43,051	49,278	53,597	46,637
17	40,155	43,051	49,278	53,597	46,637
18/L2	41,155	44,051	50,278	54,597	47,637
19	41,155	44,051	50,278	54,597	47,637
20	41,155	44,051	50,278	54,597	47,637
21	41,155	44,051	50,278	54,597	47,637
22/L3	42,155	45,051	51,278	55,597	48,637
23/L4	43,655	46,551	52,778	57,097	50,137

- (1) CUSTODIAL WORKER
- (2) CUSTODIAN I; ASSISTANT MAINTENANCE MECHANIC
- (3) CUSTODIAN II; GROUNDSKEEPER
- (4) MAINTENANCE MECHANIC
- (5) GROUNDSWORKER; COURIER

**2004-05 CUSTODIAL & MAINTENANCE SCHEDULE**

**INCREASE BY 3.50%**

**LONGEVITY INCREMENTS \$1,000 L1 - L3**

**\$1,500 L4**

**Additional Longevity Adj. Step 11 \$250 Col 1**

**\$500 Cols 2-3-4-5**

STEP	(1)	(2)	(3)	(4)	(5)
1	27,807	31,777	36,500	38,485	31,542
2	29,052	32,768	37,987	40,224	32,768
3	30,289	33,774	39,481	41,970	34,017
4	31,542	35,010	40,969	43,701	35,754
5	33,270	36,252	42,458	45,437	37,743
6	34,764	37,494	43,944	47,176	39,731
7	36,252	38,976	45,437	48,922	41,718
8	37,743	40,473	46,928	50,901	43,701
9	39,232	41,970	48,415	52,885	45,682
10	40,525	43,523	49,968	54,438	47,234
11	40,775	44,023	50,468	54,938	47,734
12	40,775	44,023	50,468	54,938	47,734
13	40,775	44,023	50,468	54,938	47,734
14/L1	41,775	45,023	51,468	55,938	48,734
15	41,775	45,023	51,468	55,938	48,734
16	41,775	45,023	51,468	55,938	48,734
17	41,775	45,023	51,468	55,938	48,734
18/L2	42,775	46,023	52,468	56,938	49,734
19	42,775	46,023	52,468	56,938	49,734
20	42,775	46,023	52,468	56,938	49,734
21	42,775	46,023	52,468	56,938	49,734
22/L3	43,775	47,023	53,468	57,938	50,734
23/L4	45,275	48,523	54,968	59,438	52,234

- (1) CUSTODIAL WORKER
- (2) CUSTODIAN I; ASSISTANT MAINTENANCE MECHANIC
- (3) CUSTODIAN II; GROUNDSKEEPER
- (4) MAINTENANCE MECHANIC
- (5) GROUNDSWORKER; COURIER

2005-06 CUSTODIAL & MAINTENANCE SCHEDULE

INCREASE BY 3.50%

LONGEVITY INCREMENTS \$1,000 L1 - L3

\$1,500 L4

Additional Longevity Adj. Step 12 \$250 Col 1

\$500 Cols 2-3-4-5

STEP	(1)	(2)	(3)	(4)	(5)
1	28,780	32,889	37,778	39,832	32,646
2	30,069	33,915	39,317	41,632	33,915
3	31,349	34,956	40,863	43,439	35,208
4	32,646	36,235	42,403	45,231	37,005
5	34,434	37,521	43,944	47,027	39,064
6	35,981	38,806	45,482	48,827	41,122
7	37,521	40,340	47,027	50,634	43,178
8	39,064	41,890	48,570	52,683	45,231
9	40,605	43,439	50,110	54,736	47,281
10	41,943	45,046	51,717	56,343	48,887
11	42,202	45,564	52,234	56,861	49,405
12	42,452	46,064	52,734	57,361	49,905
13	42,452	46,064	52,734	57,361	49,905
14/L1	43,452	47,064	53,734	58,361	50,905
15	43,452	47,064	53,734	58,361	50,905
16	43,452	47,064	53,734	58,361	50,905
17	43,452	47,064	53,734	58,361	50,905
18/L2	44,452	48,064	54,734	59,361	51,905
19	44,452	48,064	54,734	59,361	51,905
20	44,452	48,064	54,734	59,361	51,905
21	44,452	48,064	54,734	59,361	51,905
22/L3	45,452	49,064	55,734	60,361	52,905
23/L4	46,952	50,564	57,234	61,861	54,405

(1) CUSTODIAL WORKER

(2) CUSTODIAN I; ASSISTANT MAINTENANCE MECHANIC

(3) CUSTODIAN II; GROUNDSKEEPER

(4) MAINTENANCE MECHANIC

(5) GROUNDSWORKER; COURIER

**2006-07 CUSTODIAL & MAINTENANCE SCHEDULE**

INCREASE BY 4.00%

LONGEVITY INCREMENTS \$1,000 L1 - L3  
\$1,500 L4  
 Additional Longevity Adj. Step 13 \$250 Col 1  
\$500 Cols 2-3-4-5

STEP	(1)	(2)	(3)	(4)	(5)
1	29,931	34,205	39,289	41,425	33,952
2	31,272	35,272	40,890	43,297	35,272
3	32,603	36,354	42,498	45,177	36,616
4	33,952	37,684	44,099	47,040	38,485
5	35,811	39,022	45,702	48,908	40,627
6	37,420	40,358	47,301	50,780	42,767
7	39,022	41,954	48,908	52,659	44,905
8	40,627	43,566	50,513	54,790	47,040
9	42,229	45,177	52,114	56,925	49,172
10	43,621	46,848	53,786	58,597	50,842
11	43,890	47,387	54,323	59,135	51,381
12	44,150	47,907	54,843	59,655	51,901
13	44,400	48,407	55,343	60,155	52,401
14/L1	45,400	49,407	56,343	61,155	53,401
15	45,400	49,407	56,343	61,155	53,401
16	45,400	49,407	56,343	61,155	53,401
17	45,400	49,407	56,343	61,155	53,401
18/L2	46,400	50,407	57,343	62,155	54,401
19	46,400	50,407	57,343	62,155	54,401
20	46,400	50,407	57,343	62,155	54,401
21	46,400	50,407	57,343	62,155	54,401
22/L3	47,400	51,407	58,343	63,155	55,401
23/L4	48,900	52,907	59,843	64,655	56,901

- (1) CUSTODIAL WORKER
- (2) CUSTODIAN I; ASSISTANT MAINTENANCE MECHANIC
- (3) CUSTODIAN II; GROUNDSKEEPER
- (4) MAINTENANCE MECHANIC
- (5) GROUNDSWORKER; COURIER